

GBK1—Grievance Procedures

Definitions

A **grievance** is a complaint by a School employee alleging a violation or misinterpretation, as to the employee, of any School policy or regulation that directly and specifically governs the employee's terms and conditions of employment. The term grievance shall not apply to any matter for which the method of review is prescribed by law, or the Board is without authority to act.

Assignment or reassignment of an employee to another position or duties is not grievable beyond the Administrator unless there is a reduction in compensation or the Administrator requests that it goes to the Board.

A **grievant** shall be any employee of the School filing a grievance.

The phrase **“terms and conditions of employment”** means the hours of employment, the compensation thereof, including fringe benefits, and the employer's personnel policies directly affecting the employee. In the case of professional employees, the term does not include educational policies of the School.

A **day** is any day during which the School conducts business.

The **immediate supervisor** is the lowest-level administrator having line supervisory authority over the grievant.

Informal Level of Grievance

Before filing a formal written grievance, the grievant must attempt to resolve the matter by one or more informal conferences with the immediate supervisor. The first of these informal conferences must be conducted within ten (10) days after the employee knew, or should have known, of the act or omission giving rise to the grievance. A second or any subsequent conference must occur within five (5) days after the initial informal conference, or any subsequent conference.

Formal Levels of Grievance

Level I. Within fifteen (15) days after the employee knew, or should have known, of the act or omission giving rise to the grievance, the grievant must present the grievance in writing (Policy GBK2) to the immediate supervisor.

The grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, a citation of the specific article, section, and paragraph of the policy or regulation that directly and specifically governs the employee's terms and conditions of employment that are alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate a decision to the employee in writing within five (5) days after receiving the grievance.

Within the above time limits either party may request a personal conference to attempt to resolve the matter.

Level II. In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed to the Administrator within five (5) days after receipt of the decision.

The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Administrator shall communicate a decision within five (5) days after receiving the appeal. Either the grievant or the Administrator may request a personal conference within the above time limits.

Level III. If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) days, submit an appeal in writing to the Administrator for consideration by the Board.

General Provisions

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step, and there shall be no further right of appeal.

Failure to file a grievance within fifteen (15) days after the employee knew, or should have known, of the circumstances upon which the grievance is based shall constitute a waiver of that grievance.

The filing or pendency of any grievance under the provisions of this policy shall in no way operate to impede, delay, or interfere with the jurisdiction of the Board or the Administrator.

The above indicated time line may be extended by mutual consent of the employee and the administrative representative, providing it is agreed upon prior to the original specified dates.