

## School District of West Salem Grievance Procedure

For purposes of this provision, the following definitions are provided:

“Employee”: is defined as an individual employee or a group of employees. The grievance must be filed by the affected employee (i.e. one may not file on behalf of another). Temporary or casual employees and independent contractors are excluded from the grievance procedure. Only employees who are considered regular full-time or part time employees are covered by the grievance procedure.

“Grievance”: is defined as a formal, written challenge regarding employee termination, discipline, and workplace safety. Any grievance or part of a grievance that is subject to a grievance procedure covered by a collective bargaining agreement is excluded from the grievance procedure. Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or State Statutes, or subject to a different dispute resolution process, is excluded from the grievance procedure.

“Termination”: does not include layoffs, workforce reduction, retirement or retirement benefits, performance evaluation or corrective action plans, involuntary job transfers, changes in job assignments, hours of work, and/or verbal notices or reminders.

“Discipline”: shall include any employment action that results in disciplinary suspension with loss of pay, disciplinary reduction in pay or other benefits, or disciplinary demotion. The term “employee discipline”, shall not include the following:

- A. Plans for improvement or performance improvement;
- B. Performance evaluations or reviews;
- C. Documentation of employee acts and/or omissions in an employment file;
- D. Oral or written reprimands;
- E. Administrative suspension with pay;
- F. Administrative suspension without pay pending investigation of alleged misconduct or nonperformance;
- G. Non-disciplinary wage, benefit or salary adjustments; or,
- H. Other non-material employment actions.

“Workplace Safety”: includes any egregious practice or condition, affecting the safety and/or perceived safety of persons, property or equipment, including claims of a hostile work environment. It does not include hours of work or schedules of work, leaves of absence for medical or other personal reasons, vacation, compensation issues or performance issues.

For purposes of that procedure, the following guidelines shall apply:

1. A grievance can be filed over workplace safety only if the safety of at least one employee is involved (as opposed to the safety of students or visitors).
2. The issue must concern the safety of a person (e.g. not the “safety” of one’s vehicle or other personal possessions).
3. The grievance must be filed by the affected employee(s) (i.e., one employee may not file on behalf of another).
4. The individual(s) filing the grievance must propose a specific remedy.
5. The issue and proposed remedy must be under the reasonable control of the District.

“Days”: means calendar days, excluding holidays as defined in the Employee Handbook. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday, or holiday as defined in the Employee Handbook, the time limit is the next day which is not a Saturday, Sunday, or holiday.

**Procedure for Grievances Concerning Employee Terminations and Employee Discipline:**

Any grievance related to terminations or employee discipline that are not initiated within ten (10) days of the incident, or should have been known to the employee, shall be held invalid.

Group Grievance: To avoid the filing of multiple grievances by employees with identical claims, the aggrieved employees may process the grievance in the following manner. A multiple grievance may originate from one (1) building or from more than one (1) building. In case of the latter, the grievance procedure should commence at step 3 above. Grievances of the same type, and with similar fact situations, may be consolidated at the discretion of the administration.

- (1) The aggrieved employee shall promptly submit the concern to his/her immediate supervisor orally.
- (2) If the concern is not adjusted in a manner satisfactory to either party within five (5) days after the oral presentation and discussion, a grievance shall then be set forth in writing, signed by the grievant and presented to the supervisor within five (5) days. The written grievance shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and the specific relief being sought. The supervisor shall, within ten (10) days of the receipt of the written grievance, attempt to satisfactorily resolve the grievance. The supervisor shall advise the employee in writing of the disposition of the grievance within five (5) additional days. If the solution of the supervisor is not satisfactory, the grievance may be submitted to the Superintendent/designee, who serves as the district's impartial hearing officer, within the next five (5) days.
- (3) As the impartial hearing officer, the Superintendent/designee shall, within twenty (20) days of the receipt of the grievance, submit a solution in writing to the grievant. The grievant may elect to have an attorney serve as the impartial hearing officer. The costs for this option will be shared equally, and attorney selection will be made through mutual agreement. The impartial hearing officer may require exhibit and witness lists in advance of the hearing.
- (4) If the complaint is not satisfactorily resolved, the recommendations of both parties shall be presented in writing, within the next fifteen (15) days, to the Board of Education. Written warnings, with no loss of pay or benefits, for example, would not be subject to the appeal process. If a hearing before the entire Board occurs, it shall be held in closed session unless both parties agree it be held in open. The Board or its committee shall, within fifteen (15) days, confer with the parties, submitting its answer in writing to the grievant within ten (10) days. The Board's decision shall be final, binding, and not subject to arbitration.

**Procedure for Grievances Concerning Employee Workplace Safety:**

- (1) Any employee who personally identifies, or is given information about, a workplace safety issue or incident must notify his/her supervisor of the issue or incident as soon as reasonably practicable. All safety issues, no matter how insignificant the situation may appear to be, must be reported.

Time Limit: Any workplace safety incident or issue must be reported by an employee within 24 hours after the incident or issue was raised in order to be addressed as part of the grievance procedure.

A written report of the incident or issue, outlining the events that transpired and resolution, if any, shall be signed by all concerned parties and submitted to the district safety coordinator for review and consideration within 5 days of the incident or issue.

- (2) After receipt of the written report, the District Safety Coordinator will conduct an additional investigation, as necessary, and normally issue a final report on its findings and conclusions within 20 days of the receipt of the written report. Copies of the report will be given to the persons who signed the written report, as well as to administration.
- (3) The employee may appeal the findings and conclusions of the District Safety Coordinator and request an appointment with the Superintendent/designee, who is serving as an impartial hearing officer.

Time Limit: If the employee does not submit a written grievance to the Superintendent/designee requesting a hearing within 5 days after receipt of the District Safety Coordinator findings, the grievance can no longer be addressed in the grievance procedure. If timely requested, the hearing will normally be scheduled within 15 days of receipt of the request for hearing.

The Superintendent/designee will provide a written response no later than 15 days after the grievance hearing is held. In instances where by it is necessary for additional investigation, this time may be extended as needed.

- (4) The employer or the employee may appeal the decision to the Board of Education or a subcommittee thereof. The decision of the Board of Education shall be final and binding upon the parties.

Time Limit: The employee may request a hearing before the Board of Education by filing a request within 5 days of receipt of the written decision of the Superintendent/designee. If not timely submitted, the grievance can no longer be addressed in the grievance procedure.

### **Grievance Procedure Summary**

**Costs:** Each party shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney fees, in investigating, preparing or presenting a grievance.

**Other:** The employer and the grievant may mutually agree, in writing, to waive any step to facilitate or expedite resolution of the grievance.

The employer and the grievant may mutually agree to waive time limits, in writing.

A grievance decision or appeal is considered timely if received by the employer during normal business hours or if postmarked by 12 midnight on the due date. Failure of the grievant to file and process the grievance within the time limits set forth in these procedures shall be deemed a waiver and settlement of the grievance.

If there is an ongoing investigation(s) related to the subject matter of the grievance, the immediate supervisor shall have until ten days after completion of the investigation(s) to respond to the grievance.

Any grievant may be represented at all stages of the grievance procedure by a representative of his/her own choosing.