

## STAFF GRIEVANCES

### Purpose

The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems that may arise and are subject to review under this procedure.

### Definitions

A *grievance* shall be defined as a dispute pertaining to a claim that alleges a violation, misinterpretation, or inequitable application of District policy to include growth plans and evaluations.

A *grievant* shall be an employee, group of employees, the Federation or the District.

A *party of interest* shall mean any witness at a grievance hearing, a person against whom an action may be taken, or a person who may be impacted as a result of any action taken to resolve a grievance.

*Days* shall mean workdays and shall not include holidays or recesses observed by the District according to the two hundred forty (240) day calendar.

### Procedures

Grievance proceedings shall be kept informal and confidential at all levels of this procedure.

The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.

If the District fails to comply the time limit requirements as set forth herein, the grievance shall be considered automatically appealed to the next level of the procedure.

If the Union fails to comply with the time limit requirements as set forth herein, the grievance shall be considered null and void.

The time limits set forth herein shall only be extended by express, mutual written permission.

A grievance shall not be considered unless the grievant initiates the grievance in writing no later than twenty (20) workdays after the grievant knew or should have reasonably known of the action that precipitated the grievance.

No reprisal or retaliation by any party to the grievance shall be taken against either a grievant or a party of interest as a result of participation by the grievant or the party of interest in the processing of a grievance.

**GADSDEN INDEPENDENT SCHOOL DISTRICT**

A grievant may be accompanied and represented by a Federation representative at any meeting or hearing conducted under this procedure. The party in interest against whom the grievance has been filed may also be accompanied and represented by a representative of the party's choice at any hearing or meeting conducted under this procedure.

An employee, acting individually, may present a grievance. At any hearing of a grievance brought individually by an employee, the Federation as a party to the hearing, will be afforded the opportunity to be present and present its views. Any adjustment shall be consistent with the provisions of this policy.

If a grievance affects a group of two (2) or more employees or involves an action or a decision by the District which has a system wide impact, the Federation may submit the grievance on behalf of the affected employees.

The parties shall cooperate in any investigation that may be necessary in order to expedite the process.

Documents related to a grievance shall be maintained separate from any employee's personnel file.

All grievances and grievance responses shall be filed and processed on grievance forms.

Unless otherwise agreed to by the parties, the processing of grievances shall be conducted before or after the workday.

### ***Stage 1:***

- The grievant shall first discuss the grievance with the grievant's immediate supervisor with the objective of resolving the grievance.
- If the grievant and the Federation are not satisfied with the resolution for the grievance with the immediate supervisor, the Federation may reduce the grievance to writing and present it to the designated Human Resource Department official within ten (10) days of the discussion with the immediate supervisor.
- Within ten (10) days of receipt of the written grievance, the Human Resources Associate Superintendent or designee shall meet with the grievant and all parties of interest with the intent of resolving the grievance.
- Within <sup>Ten</sup> ~~five (5)~~ <sup>10</sup> days of the conclusion of the meeting with the designated Human Resource person, the Human Resource designee shall submit a written response based on the evidence presented at the meeting.
- Within <sup>Ten</sup> ~~five (5)~~ <sup>10</sup> days of receipt of the Human Resource designee response, the Federation may submit the grievance to the Superintendent or the Superintendent's designee.
- Within ten (10) days of receipt of the written grievance, the Superintendent or the Superintendent's designee shall conduct a hearing with the intent to resolve the grievance.

- Within <sup>ten</sup> ~~five~~ (5) days of the conclusion of the hearing, the Superintendent or the Superintendent's designee shall submit a written response based on the evidence at the hearing.

**Stage 2:**

- If the Federation is not satisfied with the Superintendent's or designee's written grievance disposition, the Federation may submit the grievance to arbitration by simultaneously notifying the Superintendent and the Federal Mediation and Conciliation Service (FMCS) in writing of the Federation's intent to arbitrate the matter. The written intent shall be filed no later than ten (10) days following receipt of the Superintendent's written grievance response.
- The FMCS shall submit a list of seven (7) arbitrators to the parties. The arbitrator shall be chosen through the process of alternately striking names until one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. This process shall be conducted no later than ten (10) days following receipt by the parties of the list of arbitrators from the FMCS.
- The arbitrator shall conduct the hearing as soon as possible.
- The arbitrator shall have the authority to issue subpoenas for the production of documents and the testimony of witnesses.
- Issues related to arbitrability of a grievance shall be decided by the arbitrator prior to the evidentiary hearing.
- The Arbitrator's decision shall be submitted no later than thirty (30) days following the close of the hearing.
- The Arbitrator's decision shall be in writing and shall include the decision's rationale and, if appropriate, relief.
- The arbitrator's decision shall be final and binding on the parties.
- The arbitrator's fees and costs shall initially be shared by both parties, unless determined otherwise by the arbitrator. All other expenses shall be assumed by the party incurring the costs.

*Adopted:* date of manual adoption

building. Visitors must follow visitor procedures at the site and Federation officials or representatives may only meet with an employee during non-work time and in non work areas.

12. The Federation may use meeting areas in District buildings in the same manner as allowed to other entities provided advanced scheduling has been made with the District and provided such meetings do not interfere with the instructional schedule or conflict with the scheduled events as determined by the principal.

## **ARTICLE 31**

### **GRIEVANCE PROCEDURE (See Appendix B)**

#### 1. Purpose:

- 1.1 The purpose of this grievance procedure shall be to secure, at the lowest possible administrative level, equitable resolutions to problems that may arise and are subject to review under this procedure.

#### 2. Definitions:

- 2.1 A "grievance" shall be defined as a dispute pertaining to a claim that alleges a violation, misinterpretation or inequitable application of this Agreement or District policy to include growth plans and evaluations.
- 2.2 A "grievant" shall be an employee, group of employees, the Federation or the District.
- 2.3 A "party of interest" shall mean any witness at a grievance hearing, a person against whom an action may be taken, or a person who may be impacted as a result of any action taken to resolve a grievance.
- 2.4 "Days" shall mean workdays and shall not include holidays or recesses observed by the District according to the 240 day calendar.

#### 3. Procedures:

- 3.1 Grievance proceedings shall be kept informal and confidential at all levels of this procedure.
- 3.2 The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.
- 3.3 If the District fails to comply with the time limit requirements as set forth herein, the grievance shall be considered automatically appealed to the next level of the procedure.
  - 3.3.1 If the Union fails to comply with the time limit requirements as set forth herein, the grievance shall be considered null and void.

- 3.4 The time limits set forth herein shall only be extended by express, mutual written permission.
- 3.5 A grievant shall not be considered unless the grievant initiates the grievance in writing no later than twenty (20) workdays after the grievant knew or should have reasonably known of the action that precipitated the grievance.
- 3.6 A grievant may be accompanied and represented by a Federation representative at any meeting or hearing conducted under this procedure. The party against whom the grievance has been filed may also be accompanied and represented by a representative of the party's choice at any hearing or meeting conducted under this procedure.
- 3.7 No reprisal or retaliation by any party to the grievance shall be taken against either a grievant or a party of interest as a result of participation by the grievant or the party of interest in the processing of a grievance.
- 3.8 Any employee, acting individually, may present a grievance. At any hearing of a grievance brought individually by an employee, the Federation as a party to this agreement, will be afforded the opportunity to be present and present its views. Any adjustment shall be consistent with the provisions of this Agreement.
- 3.9 If a grievance affects a group of two (2) or more employees or involves an action or a decision by the District which has a system wide impact, the Federation may submit the grievance on behalf of the affected employees.
- 3.10 The parties shall cooperate in any investigation that may be necessary in order to expedite the process.
- 3.11 Documents related to a grievance shall be maintained separate from any employee's personnel file.
- 3.12 All grievances and grievance responses shall be filed and processed on grievance forms mutually agreed upon by the parties found in this Agreement's Appendix.
- 3.13 Unless otherwise agreed to by the parties, the processing of grievances shall be conducted before or after the workday;

#### 4. Stage 1:

- 4.1 The grievant shall first discuss the grievance with the grievant's immediate supervisor with the objective of resolving the grievance.
  - 4.1.1 If the grievant and the Federation are not satisfied with the resolution for the grievance with the immediate supervisor, the Federation may reduce the grievance to writing and present it to the designated Human Resource Department official within ten (10) days of the discussion with the immediate supervisor.
  - 4.1.2 The requirement to do this initial step in the grievance process may be waived upon expressed, mutual written consent of the union and management.

4.2 Within ten (10) days of receipt of the written grievance, the Human Resources Associate Superintendent or designee shall meet with the grievant and all parties of interest with the intent of resolving the grievance.

4.2.1 Within ten (10) days of the conclusion of the meeting with the designated Human Resource person, the Human Resource Designee shall submit a written response based on the evidence presented at the meeting.

4.2.2 Within ten (10) days of receipt of the Human Resource Designee response, the Federation may submit the grievance to the Superintendent or his designee.

4.3 Within ten (10) days of receipt of the written grievance, the Superintendent or his/her designee shall conduct a hearing with the intent to resolve the grievance.

4.3.1 Within ten (10) days of the conclusion of the hearing, the Superintendent or his/her designee shall submit a written response based on the evidence at the hearing.

5. Stage 2:

5.1 If the Federation is not satisfied with the Superintendent's or designee's written grievance disposition, the Federation may submit the grievance to arbitration by simultaneously notifying the Superintendent and the Federal Mediation and Conciliation Service (FMCS) in writing of the Federation's intent to arbitrate the matter. The written intent shall be filed no later than ten (10) days following receipt of the Superintendent's written grievance response.

5.2 The FMCS shall submit a list of seven (7) arbitrators to the parties. The arbitrator shall be chosen through the process of alternately striking names until one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. This process shall be conducted no later than ten (10) days following receipt by the parties of the list of arbitrators from the FMCS.

5.3 The arbitrator shall conduct the hearing as soon as possible.

5.4 The arbitrator shall have the authority to issue subpoenas for the production of documents and the testimony of witnesses.

5.5 Issues related to arbitrability of a grievance shall be decided by the arbitrator prior to the evidentiary hearing.

5.6 The Arbitrator's decision shall be submitted no later than thirty (30) days following the close of the hearing.

5.7 The Arbitrator's decision shall be in writing and shall include the decision's rationale and, if appropriate, relief.

5.8 The arbitrator's decision shall be final and binding on the parties.

5.9 The arbitrator's fees and costs shall initially be shared by both parties, unless determined otherwise by the arbitrator. All other expenses shall be assumed by the party incurring the costs.

## **ARTICLE 32 STUDENT DISCIPLINE**

1. The parties recognize that student deportment and respect for others are essential for a successful and productive educational program, the academic success of students and the safety of employees and students.
2. The principal shall have the primary responsibility for administering the school's student discipline policy. In accordance with the both the district's and school's discipline policy, the teacher shall be responsible for maintaining an environment which is conducive to teaching and learning. The responsibility for school-wide student discipline shall be shared by all building administrators, faculty, and staff.
3. The teacher is the initial source of discipline for all students under the supervision of the teacher. The teacher shall take whatever action is necessary and permitted under policy and law to properly discipline a disruptive student prior to referring the student and the problem to the administration. The teacher may refer to the administration a student whose behavior prevents the teacher from providing instruction and/or threatens the safety of either the teacher or the students.

3.1 The student must have written authorization to return to class.


3.2 An employee who has reported a student for a disciplinary infraction will be informed of actions taken to correct the student behavior. Any negative information provided about a student will be held in the strictest confidence.

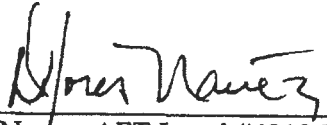
## **ARTICLE 33 SUBSTITUTES AND SUBSTITUTE DESK**

1. The parties agree that the District Substitute Procedure (attached as Appendix A) shall be the procedure used at all schools/sites for the purpose of reporting absences.
  - 1.1 At the beginning of each school year, each employee shall receive a sign receipt of the District Substitute Procedure.
2. When an employee is to be absent, he/she shall follow the process outlined in the District Substitute Procedure.
3. When employees become ill during the school day, they shall notify their supervisor; and, if necessary, they will use available general leave.
4. Employees who are absent shall notify their principal or immediate supervisor one and one-half hours (1.5 hours) prior to the end of the duty day if they do not expect to return the following day.
5. A teacher may request a specific substitute in case where a "planned absence" allows.
6. A teacher or educational assistant may be assigned to cover during an emergency or when there are no substitutes available. Every effort will be made to limit these incidents.

**AGREEMENT BETWEEN  
GADSDEN INDEPENDENT SCHOOL DISTRICT AND  
LOCAL #4212  
SIGNATURE PAGE**

Approved this 25<sup>th</sup> day of April, 2013, by the Gadsden Independent School District Board of Education during its Regular School Board Meeting held at Gadsden Administrative Complex in Sunland Park, New Mexico.

  
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Efrén Yturralde, Gadsden I.S.D. Superintendent

  
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Dolores Narez, AFT Local #4212 President