

ARTICLE EIGHT GRIEVANCE PROCEDURE

- A. **Definition:** A grievance is defined as any difference or dispute between the Board and the BTU-TSP or any employee affecting terms and/or conditions of employment regarding the application, or interpretation of this Agreement.

- B. **Purpose:** The Board and the BTU-TSP desire that these grievances be settled in an orderly, prompt, and equitable manner so that the efficiency of the Board may be maintained and the morale of employees not be impaired. Every effort will be made by the Board, employees, and the BTU-TSP to settle the grievances at the lowest level of supervision.

- C. **Exclusive Rights:** The parties agree that the BTU-TSP has the exclusive right to process grievances under all steps of this grievance procedure, except that any bargaining unit member may process a grievance through said procedure if the BTU-TSP expressly waives its right in writing to process a grievance because the unit member is not a dues-paying member of the union. A copy of the waiver shall be provided to the school district's Director of Employee & Labor Relations. The BTU-TSP accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.

- D. **Informal Discussion:** In the event that an employee believes there is a basis for a grievance, he/she shall first discuss promptly the alleged grievance with the immediate supervisor either personally or, if he/she prefers, accompanied by a BTU-TSP steward, within fifteen (15) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.

- E. **Formal Grievance:** If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may be invoked within seven (7) working days of the informal discussion, on the form set forth in annexed Appendix C, signed by the grievant and/or a steward of the BTU-TSP, which form shall be available from the administrator or the BTU-TSP steward in each work location.

If the grievance involves more than one (1) work location, a group of employees, or arises from the action or inaction of the administration above the level of the immediate supervisor, it may be initially filed with Employee & Labor Relations at Step II and informal discussion may be

waived by mutual agreement. In the event that a BTU-TSP steward has not signed the grievance, a copy of the grievance shall be provided to the BTU-TSP immediately upon the filing of the grievance.

STEP I

The grievant may submit to the immediate supervisor a copy of the grievance form. Within seven (7) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant and/or the BTU-TSP in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance in writing within seven (7) working days after such meeting, and shall furnish a copy thereof to the BTU-TSP.

STEP II

If the grievant or BTU-TSP is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to Employee & Labor Relations within seven (7) working days of the disposition, or expiration of the time limit. Within twelve (12) working days of receipt of the grievance, Employee & Labor Relations shall meet with the grievant and/or the BTU-TSP and shall indicate the disposition of the grievance in writing to the grievant and/or BTU-TSP within seven (7) days of such a meeting.

STEP III

If the grievant is not satisfied with the disposition of the grievance by Employee & Labor Relations, or if no disposition has been made within the specified time limit, the grievance may be submitted by the BTU-TSP to arbitration before an impartial arbitrator within fifteen (15) working days of the date of the disposition at Step II, or the expiration of the time limit. If the parties cannot agree as to the arbitrator within seven (7) working days from the notification date that arbitration will be pursued, the BTU-TSP will contact Employee & Labor Relations one final time for the purpose of attempting to reach agreement prior to requesting the AAA or FMCS to select an arbitrator in accordance with their rules. The arbitrator shall be selected by the American Arbitration Association or the Federal Mediation and Conciliation Service in accordance with their rules, which rules must likewise govern the arbitration proceedings.

The arbitrator shall limit his/her decision to the application and interpretation of this agreement and shall have no power to amend, modify, nullify, alter, add to, or subtract from the terms of this Agreement. Neither party shall be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed

to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

- F. **Cost of Arbitration:** If the arbitrator sustains the position of the grievant, the fees and expenses of the arbitrator, including AAA or FMCS filing fees, shall be paid by the Board. However, if the arbitrator sustains the Board's position, all fees and expenses shall be paid by the grievant or the BTU-TSP. If the decision issued by the arbitrator is not the one requested by either party, the arbitrator shall determine the distribution of his/her fees between the parties. Each party shall be responsible for any other expense it chooses to incur. Employees required to testify will be made available without loss of pay; however, whenever possible, they will be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are the grievant(s). In group grievances, the group of employees shall be represented by the BTU-TSP and one member of the group.

If the BTU-TSP waives its right to process a grievance to arbitration because the affected employee is not a dues-paying member of the BTU-TSP, the employee may carry the case forward but he/she may be responsible for all arbitration costs pursuant to this provision. Under such circumstances, the BTU-TSP shall not be responsible for arbitration costs associated with the specific grievance.

- G. **Time Limits:** The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limits shall be extended to such time that such person(s) can be present. When such grievance meetings and conferences are held during work hours, all employees whose presence is required shall be excused, without loss of pay or accumulated leave, for that purpose.

- H. **Reprisal to Employees:** All employees will be entitled to fair, reasonable and equitable treatment in the processing of grievances. No reprisals of any kind will be made by the Board or its representative or any member of the administration against any bargaining unit member(s) in the grievance procedure by reason of such participation.

- I. ~~All documents, grievance forms, appendix, communications, and records dealing with the processing of a grievance, shall be filed separately from the personnel files of any party in interest, including final disposition. The grievance response or final grievance disposition will be placed in the employee's personnel file. All other documents related to the grievance will be placed in a separate grievance file.~~

- J. **School Board Policies:** Access to School Board policies at each work location shall be available to BTU-TSP stewards for the purpose of reference and information, as well as for the purpose of expediting the provisions of this grievance procedure.

- K. **Expedited Arbitration:** On a case-by-case basis, the parties may mutually agree to utilize an expedited arbitration procedure. The parties agree to use the Rules for Expedited Arbitration Procedures and Hearings published by the agency conducting the hearing.