

Procedures for Filing a Grievance - Non-Instructional Employees

A “grievance” is an alleged violation, misinterpretation, or misapplication of a specific article of the Master Contract between the Walton County Education Association, (hereinafter referred to as the “Association”), Non-Instructional Employees and Walton County School Board (hereinafter referred to as the “Contract”).

All employees and the Union shall have the right to file grievances. Grievances shall be processed according to the procedures contained herein. There will be no reprisals against an employee for filing a grievance.

The aggrieved and the employer shall have the right to appoint representatives to be present for all meetings, hearings, appeals, or other proceedings relative to the grievance. The Association will represent Association members. No grievant(s) may be required to discuss the grievance if their representative is not present.

When grievance meetings, hearings, or conferences must be conducted during school hours, the grievant(s), witnesses and representatives shall be released from regular assignments, with pay, to attend. Nothing herein contained will be construed as limiting the right of any employee to discuss a grievance informally with the director/principal/superintendent and having the grievance resolved without intervention of the association for Association members.

The appropriate leave form must be filled out when leaving school/worksite during work hours for Association business.

Failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An Administrator’s failure to act within the time limits shall result in the sustainment of the grievance. The time limits may be extended by mutual agreement, which the parties shall confirm in writing.

The right to grieve is an employee right that the parties agree will not be abridged. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the professional file of the participant.

The following steps shall be followed in the handling of all grievances.

Informal Procedure – Step I: Within sixteen (16) working days of the incident giving rise to the grievance or when the grievant first gained knowledge of the incident, the aggrieved will informally discuss the alleged grievance with his/her supervisor. If the grievant’s supervisor is not the designated grievance administrator for the employee, the designated grievance administrator shall have the immediate supervisor present at the meeting. Within five (5) working days, the supervisor shall give an answer orally to the employee. If the aggrieved is not satisfied with the disposition at the informal level, he/she may initiate a formal grievance within ten (10) workdays of the answer.

Appeals from one of the following steps to the next highest step shall be filed within ten (10) working days following the expiration of time limits established for disposition of grievances at each step or the date of receipt of an official response to the grievance or whichever comes first.

Formal Procedure – Step II: If the grievant is not satisfied with the resolution of the grievance at Step I, he/she may file a formal written grievance with the grievance administrator using the Official Grievance Form. Grievances involving more than one employee may be filed at Step II. The grievant, the Union representative, and the grievance administrator shall meet within five (5) working days after the grievance is filed in an effort to resolve the dispute. The parties may mutually agree to waive the Step II meeting and allow the grievance to proceed to Step III. The grievance administrator shall submit his/her written decision to the grievant and the Union within seven (7) working days after the Step II meeting. If no Step II meeting is held, the grievance administrator will submit a written decision within five (5) working days after the waiver is agreed upon.

Step III: If the aggrieved is not satisfied with the disposition at Step II, the grievance may be submitted to the Superintendent or designee. Within seven (7) workdays from receipt of the grievance, the Superintendent or designee shall meet with the aggrieved. Within seven (7) working days after the meeting, the Superintendent shall indicate the disposition of the grievance in writing to the aggrieved.

Step IV: If the aggrieved is not satisfied with the disposition at Step III, the aggrieved may choose to submit the grievance to either a School Board hearing or an arbitrator. If the aggrieved chooses a Board appeal, the Board shall hold a hearing within thirty (30) calendar days after the receipt of the grievance. The aggrieved and the Board shall have the right to include in its representation such witnesses and counselors as they deem necessary to develop facts and proofs pertinent to the grievance. All expenses of counselors and witnesses for each party will be handled by the party requesting their attendance. Upon conclusion of the hearing, the Board shall have seven (7) working days in which to provide its written decision to the aggrieved. Such decision is final and not subject to the arbitration step herein.

Step V: If the grievance remains unresolved at the conclusion of Step III, the grievance may be submitted to final binding arbitration. Employees who choose a School Board hearing may not submit the grievance to arbitration. The aggrieved must notify the Board within twenty (20) working days in writing if the grievance is submitted to arbitration. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to furnish a panel of five (5) names. The Board and the aggrieved respectively shall alternate by striking a name until one is left. The parties may request an entire new panel if they so desire and provided the parties mutually agree. The rules of the American Arbitration Association shall govern the proceedings. The arbitrator shall have no power to alter the terms of the Agreement. The cost of the arbitrator shall be shared equally. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

The right to proceed to the arbitration step shall be limited to the Union.

The Association will be notified of all hearings conducted relative to grievances involving bargaining unit members. The Association may be present for any grievance hearing. Nothing herein shall be construed to prevent any employee from presenting his/her own grievance, provided the Association has been given the first right of refusal to process the grievance. The Association will be given the opportunity to be present at any meeting calling for the resolution of a grievance. Employees who desire to utilize the grievance procedure, but who do not want Association representation, shall adhere to the following conditions:

The employee must arrange for their representation.

The adjustment of the grievance must not be inconsistent with the terms of this Agreement.

Association officials are given the opportunity at no loss of pay, to be present during the adjustment of the grievance, including all discussions held between employees and the Board or its representative in connection with the grievance.

The Association is provided with a copy of all written decisions concerning the grievance. The grievance procedure shall not obligate the Association to represent non-members.

Notwithstanding the expiration of this Agreement, any grievance filed before the expiration of the Agreement having begun there under may be processed through the grievance procedure until resolution.

Appendix C Official Grievance Form

Name: _____ Telephone: _____

School: _____ Assignment: _____

Home Address: _____
Street City Zip

Date of Alleged Violation: _____

Related to Article(s): _____ Section(s): _____

Statement of Grievance:

Relief Sought:

Grievant's Signature

Date

SEQUENCE

Level I (Immediate Supervisor) Date Initiated: _____

Date of Disposition: _____

Signature

Date

Attach Summary of Disposition

Level II (Superintendent) Date Initiated: _____

Date of Disposition: _____

Signature

Date

Attach Summary of Disposition

Level III (Arbitration) Date Initiated: _____

Date of Disposition: _____

Attach arbitration ruling or explanation of resolution at this level

