

## **Article 7 - Grievance Procedure**

### 7-1 Definitions.

7-1-1 A "grievance" shall mean a written complaint by a teacher or teachers in the negotiating unit that there has been a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement.

7-1-2 Unless provided otherwise in this Agreement, all administrative procedures, practices and written personnel policies which affect teachers are grievable, but only those covered by this Agreement may go to Level Three, upon the request of the Association.

7-1-3 The term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, (2) the Board is without authority to act, or (3) a grievance is specifically prohibited or limited by the terms of this Agreement. As an example, the term "grievance" shall not apply to the dismissal of a non-probationary teacher, the review of which is prescribed by law.

7-1-4 An "aggrieved person" is a teacher or teachers asserting a grievance.

7-2 Purpose. The purpose of this grievance procedure is to secure equitable solutions at the lowest possible administrative level to problems which may arise. To this end, grievance proceedings will be kept informal and confidential and both parties will work toward a resolution to avoid litigation.

7-3 Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If a grievance is filed which might not be finally resolved at Level Three under the time limits set forth herein prior to the end of the school year, the time limits will be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as practicable.

Information. The Board agrees to make available to the aggrieved person and the aggrieved person's representative, all pertinent information not privileged under law, in its possession or control, and which is relevant to the issues raised by the grievance. The Association agrees to make available to the Board and its representatives, all pertinent information not privileged under law in its possession or control, and which is relevant to the issue raised by the grievant.

Timing. No grievance shall be recognized by the District or the Association unless it is presented at the appropriate level within fifteen (15) school days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based. No grievance shall be recognized at Level Two unless it is filed with the

Department of Human Resources within at least twenty (20) school days after the act or condition upon which it is based occurred. Grievances not timely presented will be considered as waived.

- 7-3-1 Level One. A grievance first will be discussed with the aggrieved person's principal to attempt to resolve the matter informally, at which time the aggrieved person (1) may discuss the grievance personally, (2) may be accompanied by the Association's Representative, or (3) may request that the Association's Representative act on behalf of the aggrieved person. No written documentation of the grievance or administrative response will be required if the grievance is settled at Level One.
- 7-3-2 If the aggrieved person is not satisfied with the results of the informal conference, the aggrieved person may then file a grievance in writing on the proper form with the principal or supervisor within seven (7) school days. The grievance must refer to the specific Articles of the Agreement and explain how they were violated and indicate the reason why the Level One decision is unsatisfactory. The grievant will use the Grievance Disposition Form to file the grievance. The principal and the grievant shall sign the Grievance Disposition Form. The principal shall also have the opportunity to provide comment related to the Level One process on the Grievance Disposition Form. No additions to this form may be made after it has been signed by the grievant and the principal. The grievant shall send a copy of the Grievance Disposition Form to the Department of Human Resources and the Association. The Department of Human Resources will assign a tracking number to the grievance and distribute copies of the Grievance Disposition Form to the Area/Assistant Instructional Superintendent and the UniServ Director. All known documentation related to the grievance must be provided prior to the Level Two meeting.
- 7-3-3 Level Two. The Human Resources Director or ~~Area/Assistant~~ Instructional Superintendent will go to the school with the appropriate Association Representative and meet with the teacher and principal to attempt to facilitate a resolution. Such meeting will take place within seven (7) school days after receipt of the written grievance by the Department of Human Resources. If there is an agreed-upon resolution to the grievance at this meeting, the resolution will be documented in writing and signed by both parties. The grievance will be closed and no continuation of said grievance will be allowed. If no resolution is reached, a District Representative will be responsible for providing a Level Two response on the merits of the grievance. The Level Two response will be forwarded to the DCTA for dissemination to the grievant. If the grievant is not satisfied with the response, the grievance response will be forwarded to the DCTA, Human Resources, Area Office and the principal. The Association's Grievance Board will decide if the matter will be continued to Level Three.
- 7-3-4 Upon request by the Association, grievances concerning an administrative transfer, Reduction in Building Staff (RIBS) or the recommendation by a

principal for non-renewal of a probationary teacher shall be subjected to an expedited grievance procedure. The Level Two meeting will take place within seven (7) school days. Grievances concerning the recommendation by a principal for non-renewal of a probationary teacher will not be processed beyond Level Two.

7-3-5 Level Three. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the Department of Human Resources has conducted the Level Two meeting on the grievance, the aggrieved person may request that the Association submit the grievance to either arbitration or mediation. This request must be made within seven (7) school days of the Level Two disposition. If the Association deems the grievance meritorious, it may demand arbitration or request mediation within twenty-five (25) school days after the receipt of the aggrieved person's request. The arbitration demand/mediation request from the Association must be in writing and must indicate the reason the Level Two decision is unsatisfactory. The District will respond to the request for mediation within seven (7) school days.

7-3-5-1 Mediation. If the Association and District agree to mediation, a mediator shall be selected from a permanent panel of five (5) mediators jointly determined by the parties.

7-3-5-1-1 The mediator panel shall consist of mediators who are skilled in educational issues and shall be from the greater Denver Metropolitan area and shall include, but are not limited to, Federal Mediation and Conciliation Service and other mediation agencies.

7-3-5-1-2 A panel shall be selected and reviewed annually not later than July 1.

7-3-5-1-3 Unless otherwise agreed, the mediator shall be assigned based on a rotating system.

7-3-5-1-4 At the conclusion of the mediation process the parties will implement any action agreed to through the mediation process. If the mediation process is unsuccessful, the Association may demand Arbitration within seven (7) school days of the conclusion of mediation.

7-3-5-2 If the Association demands arbitration and the parties cannot agree on the choice of an arbitrator, the Association shall submit a request to the American Arbitration Association for a list of seven (7) arbitrators skilled in arbitration of educational issues, with a copy to the District. Within ten (10) school days of the receipt of a

list, representatives of the Association and the District shall meet and alternately strike a name on the list. The last name remaining shall be appointed arbitrator.

7-3-5-2-1 Upon request by the Association, administrative transfer grievances shall be subject to expedited arbitration. If selected, applicable rules regarding expedited arbitration will be followed.

7-3-5-3 The arbitrator will have authority to hold hearings and make procedural rules.

7-3-5-4 All hearings held by the arbitrator shall be in closed sessions and no news releases shall be made concerning progress of the hearings.

7-3-5-5 A ~~report decision~~ will be issued within thirty (30) calendar days after the close of the hearing. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify, any of the terms of this Agreement.

7-3-5-6 The arbitrator's ~~report decision~~ shall be submitted in writing to the Board and the Association only, and shall set forth the arbitrator's findings of fact, reasoning, conclusions and ~~recommendations decision~~ on the issues submitted. The arbitrator's ~~recommendations decision~~ shall be consistent with law and with the terms of this Agreement. The arbitrator's ~~report decision~~ shall be ~~advisory only~~, ~~not~~ binding on the Board and/or the Association.

~~7-3-5-7 Within seven (7) school days, after receiving the report of the arbitrator, the Board's designee and the Association's designee will meet to discuss the report and each designee will simultaneously notify the other on whether each intends to recommend to their respective Boards the acceptance or rejection of the Arbitrator's report. The Association will be given the opportunity to respond in writing to the Board concerning the arbitrator's recommendation. The Board will review and consider any response by the Association and shall accept or reject the report of the arbitrator not later than thirty (30) calendar days (not counting July) after receipt of the arbitrator's report. No public release may be made until after the next legislative meeting of the Board.~~

~~7-3-5-8 Within five (5) school days after receiving the Board's official action on the arbitrator's report, the Board's designee and the Association's designee will meet to discuss the action of the Board.~~

7-3-5-~~9~~7 The costs for the services of the arbitrator or mediator, including per diem expenses, if any, plus actual and necessary travel and subsistence expenses, shall be shared equally by the District and Association. The party who cancels a scheduled arbitration will pay the full cost of any fees assessed by the arbitrator.

7-3-5-~~10~~8 Any party may request an official stenographic record of the testimony at the hearings. The party requesting shall pay the costs. If the other party requests a copy of the record, it shall share the entire cost of making the stenographic record.

7-3-5-~~11~~9 In appropriate cases, both parties may agree to follow the expedited rules and procedures of the American Arbitration Association in processing any grievance at Level Three, except that the Arbitrator shall always be chosen pursuant to Article 7-3-5-2.

7-4 Rights of Teachers to Representation.

7-4-1 Neither the District nor any member of the Association shall take reprisals affecting the employment status of any teacher, any party in interest, any Association Representative or any other participant in the grievance procedure by reason of such participation.

7-4-2 All teachers who file a grievance shall do so with full knowledge and assurance that they will be represented solely by the Association and/or the Association's designee(s) at all levels and steps and proceedings of the grievance procedure, except that the aggrieved teacher may decline representation at Level One.

7-4-2-1 No aggrieved teacher may be represented by a representative or officer of any teacher organization other than the Association.

7-4-2-2 Level One representation will normally be provided by the Association's building-level Grievance Representative and/or Association Representative.

7-4-3 When Level Three hearings are held, all witnesses who are District employees shall be summoned by the Department of Human Resources. The Association and the District will mutually exchange written witness lists at least two (2) days in advance of the hearing.

7-5 Miscellaneous. If the time limits for processing a grievance are not met by the administrator responding to the grievance, the grievance may be moved to the next level at the request of the aggrieved, or upon request of the Association, the Superintendent or his designee will review with the responding administrator the reason why the time limits

were not met and any extenuating circumstances therefore. The Department of Human Resources may take appropriate action on whether to grant the grievant's requested remedy based on its review of the situation.

- 7-5-1 If, in the judgment of the Association, a grievance affects a group of teachers in more than one (1) building, the Association may submit such grievance in writing directly to the Department of Human Resources, and the processing of such grievance may be commenced at Level Two.
- 7-5-2 All written and printed matter relating to grievances will be filed separately from the central office personnel files of the participants.
- 7-5-3 Necessary forms for filing, for serving notices, for making appeals, for making reports and recommendations and other necessary documents will be jointly prepared and distributed by the Department of Human Resources and the Association.
- 7-5-4 In conducting arbitration cases, the Board will present all relevant material so that the arbitrator will have complete information upon which to base a decision. A copy of any information presented to the arbitrator will be provided to the aggrieved person.
- 7-5-5 When it is necessary at Level Two or Level Three for a representative(s) designated by the Association to attend a meeting or a hearing called by the Department of Human Resources during the school day, the Department of Human Resources shall notify the principal of such Association Representatives. The representatives will be released without loss of pay for such time as their attendance is required at such meeting or hearing. The Association will cooperate with the District in minimizing interruption of the continuity of classroom instruction by scheduling witnesses and notifying the District as far in advance as possible of the need to provide substitutes for teachers' release for such hearing.
- 7-5-6 The Agreement Review Committee shall monitor the number and types of grievances and the length of time such grievances take to be resolved.
- 7-5-7 If a remedy is agreed upon at any step of the grievance process, and the Association believes that the District is not adhering to said remedy, the Association shall have the right to re-file the grievance at the step above where the remedy was reached.

{Signatures on Next Page}

DCTA Representative

DPS District 1 Representative

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_