

**GRANITE SCHOOL DISTRICT**  
**Granite Educational Support Professionals Association**  
Negotiated Agreement for Classified Employees

Effective July 1, 2005 thru June 30, 2008

The contents of this document were mutually agreed to by  
the Granite School District Board of Education and  
the **Granite Classified Employees Association**

**Right to Representation:** In any grievance meeting(s) all of the parties directly involved shall have the right to be accompanied, advised, and/or represented by a person of their own choosing.

**Grievance Checklist**

- Complied with the requirements of the grievance procedure, especially the timelines?
- Reviewed the school board policies?
- Checked for side letters, policies, etc.?
- Verified that the grievance has merit under the board policies or state law?
- Obtained all necessary documents (including notes, correspondence, memos, letters, etc.?)
- Talked to all witnesses?
- Considered all of the evidence including the work site, the location where the grievance took place, agreements, past history, etc.?
- Treated all co-workers fairly?
- Followed the Association's policies and procedures?
- Completed the grievance form?
- Included an appropriate remedy?

**The following items should be included with a grievance:**

1. Name of Grievant
2. Date Grievance filed
3. State the Board of Education Policy or State Law which you feel is the basis for the grievance. (Be specific, i.e. Section, Paragraph, etc.)
4. Nature of grievance (describe event(s) leading to initiation of grievance.
5. Explain how the event(s) described in "4." Above constitute(s) a violation of Board of Education policy or State Law cited in "3." Above (again, be specific, avoid generalities).
6. Indicate informal steps taken to resolve your complaint.
7. What do you think should be done to resolve your complaint.

All grievances must be submitted to the local association and approved by the Leadership.

## VI. GRIEVANCE PROCEDURE

A. **Definition:** Grievance shall mean a complaint by a classified employee that there has been an alleged violation, misinterpretation, or misapplication of any of the provisions of this agreement affecting that employee.

B. **Limitations On Use:** *No intern/provisional, hourly, or temporary employee may use the grievance procedure or the orderly termination procedures to appeal dismissal or a decision by the Board not to renew his or her contract.*

1. No employee shall suffer any adverse reprisals from the District because of filing a grievance in good faith.
2. GCEA has the right to refuse to represent an employee at any step of the grievance procedure.

C. **Procedure:** The employee will be given the opportunity to have a representative present at all stages of the grievance procedure and all levels of the disciplinary procedure if requested. All grievances shall be resolved in accordance with the following procedure:

1. **Step One: Oral Grievance**

a. **Informal Discussion:** The employee with a grievance must first attempt to resolve it informally by discussing the issue with his/her immediate supervisor *within ten calendar days* after the employee becomes aware of the act or condition upon which the grievance is based.

b. **Supervisor's Response:** The supervisor shall have up to ten calendar days after learning of the grievance to consider the matter and give his/her answer orally to the employee.

2. **Step Two: Written Grievance**

a. **Time Limitation:** If the grievance is not resolved informally in step one, the employee may file the grievance with his/her immediate supervisor in writing *within ten calendar days* after receiving the answer in step one.

b. **Requirements:** The written grievance shall describe the nature of the grievance and the facts giving rise to it, shall note the provisions alleged to be violated, the position of the employee with respect to such provisions, and shall state the specific remedy requested to resolve the grievance.

c. **Supervisor's Response:** The supervisor shall have up to ten calendar days after receiving the written grievance to investigate the matter, meet further with the employee and representatives of the Personnel Office and the Association, if needed, make a decision, and communicate the answer in writing to the parties concerned.

**NOTE:** The specified time limits on both the employee and the supervisor may be extended, if justified, and mutually agreed to by the District and the Association.

3. **Step Three: Appeal of Written Grievance**

a. **Time Limitations:** If no mutually agreeable settlement is reached in step two, the employee may submit a copy of the written grievance to the superintendent *within ten calendar days* after receiving the answer in step two, requesting that the immediate supervisor's decision be reviewed by the superintendent's office.

b. **Superintendent's Investigation:** The superintendent or his designee and staff shall investigate the case, request all pertinent facts, and meet with the employee within ten calendar days after receiving

the written appeal, to try to resolve the grievance.

c. **Decision:** The superintendent or his designee shall make a decision within ten calendar days after the step three grievance meeting and communicate the decision in writing to the parties concerned.

4. **Step Four: Impartial Third Party Hearing**

a. **Time Limitation:** In the event that no mutually agreeable settlement is reached in the foregoing procedure, the employee or the Association may, *within ten calendar days* after receiving the decision of the superintendent or his designee in step three, file a petition in the superintendent's office requesting that the matter be referred to an impartial third party from outside the District for review and recommendations. The specified time limit may be extended, if justified, and mutually agreed to by both parties.

b. **Selection:** Representatives of the superintendent and the Association or employee, if the employee is proceeding without assistance of the association, shall agree upon an impartial third party hearing examiner from outside the District within ten calendar days after receipt of notice of referral. The hearing examiner shall be notified of his or her selection by a joint letter from the District and the Association or employee, if the employee is proceeding without assistance of the association, defining the issue(s) to be heard and requesting that he or she set a date, a time, and a format for the hearing. The hearing shall be held within ten calendar days after notification of the hearing examiner, unless the parties agree to an extension.

c. **Limitation of Hearing Examiner's Authority:** The hearing examiner shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The hearing examiner's authority shall be strictly limited to making a recommendation to the Board regarding only the specific issue or issues submitted in writing by the District and the Association or employee, if the employee is proceeding without assistance of the association. The hearing examiner shall have no authority to make recommendations on any other issue not so submitted. The hearing examiner shall have no power to make recommendations contrary to or inconsistent with the law. Recommendations to the Board must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of this agreement to the facts of the grievance presented. The hearing examiner shall submit recommendations in writing within ten calendar days after the close of the hearing or the submission of agreed upon briefs by the parties, whichever is later, unless the parties agree to an extension.

d. **Rules of Evidence:** In the hearing, the employee and the Association may not present or rely on any evidence, material, allegation, or remedy that was not presented in steps one through three. In the event new evidence is discovered which might have bearing on the grievance, the grievance will return to step two.

e. **Recommendation:** *The recommendations of the hearing examiner to the Board shall be advisory only. The Board may implement the hearing examiner's recommendations in whole or in part, or may take such other action as the Board deems appropriate.*

The Board shall make a final disposition of the case at the next regular Board meeting after receiving the recommendations of the hearing examiner. If the hearing examiner's recommendation is received within a five-day period prior to a regular-scheduled Board meeting, the recommendation will be considered at the next regularly-scheduled Board meeting. The decision of the Board shall be final and binding on all parties of the grievance, provided the Board in its decision does not exceed its authority as established in the law.

f. **Expenses Incurred:** Expenses for the hearing examiner's service shall be shared equally by the District, and the Association, or the employee, if the employee is proceeding without assistance of the association.

**D. Time Limits (Loss of Right to Grieve):** *No grievance shall be entertained or processed unless it is submitted within ten calendar days after the employee becomes aware of the act or condition upon which the grievance is based.* If a grievance is not presented within such time limits, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, the employee involved and the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

**E. Meetings and Representation:**

1. **Scheduling:** Meetings held under this procedure shall be conducted at times and places which will afford a fair and reasonable opportunity for all necessary persons, including witnesses, to attend. Such meetings shall be conducted during non working hours unless there is mutual agreement for other arrangements.

2. **Right to Representation:** In any grievance meetings all of the parties directly involved shall have the right to be accompanied, advised, and/or represented by a person of their own choosing.