

## **38.0 GRIEVANCE PROCEDURE**

### **38.01 Preamble**

The Cleveland Heights–University Heights Board of Education, hereinafter referred to as the Board, and the Cleveland Heights Teachers Union, hereinafter referred to as the Union, recognize that it is to their mutual advantage to establish procedures through which individuals may attempt to resolve concerns in areas of disciplinary action, interpretation or application of the Agreement or recognized work rules or practices.

### **38.02 Grievance Definition**

A Grievance is a claim by an individual teacher in which the dispute, disagreement or difference concerns disciplinary action taken or interpretation or application of provision of the Agreement or of recognized work rules or practices.

### **38.03 Informal Procedure**

The initial concern regarding a dispute, disagreement or difference shall be handled by direct contact between the teacher, either by him/herself or in the company of a Union representative, and the teacher's immediate supervisor.

### **38.04 Formal Procedure**

If not settled through the informal procedure and if the dispute, disagreement or difference falls within Article One's Grievance definition, a formal grievance then may be initiated by the teacher.

**38.041** The formal grievance initiation must be written by the teacher on a standard form (see appendix) prepared by the Union and the Board of Education jointly and supplied by the Board of Education.

**38.042** The form shall include, in writing, a statement of the facts, individual or individuals specifically involved, reference to the provision in the agreement and/or employment guide involved, or the basis for grievance if not based upon manual provisions.

**38.043** The formal grievance shall be signed by the grievant and delivered to the principal of the school in which the grievant is employed or to a principal of his/her choice if grievant is not employed in a school unit.

**38.044** The grievance must be filed within twenty (20) school days of its occurrence or it will no longer exist. School days are defined as days the grievant is scheduled to work.

Grievable offenses occurring within the last twenty school days of a school year must be filed no later than July 15 of that year.

**38.045** A copy of the written grievance shall be sent to the Human Resources Department.

**38.046** At the request of the grievant, the hearing at Step 1 shall be omitted, and the grievance shall proceed immediately to Step 2 as though the hearing had been held at Step 1 and the grievance denied.

### **38.05 Grievance, Step 1**

- 38.051** Not later than five (5) days after a grievance is filed, the principal will notify the teacher and the Union representative of the date, time and location of the meeting in Step 1.
- 38.052** The date of the Step 1 meeting shall be not later than ten (10) days after the date of the notification.
- 38.053** At the Step 1 meeting the grievant and the principal shall be present. A Union representative shall be present if the teacher so requests.
- 38.054** Not later than five (5) days after the conclusion of the Step 1 meeting, the principal shall submit his/her disposition in writing to the grievant.
- 38.055** A copy of the disposition shall be given to the Union representative and to the Director of Human Resources.

### **38.06 Grievance, Step 2**

If the grievance is not settled at Step 1, the following procedure shall be followed.

- 38.061** The teacher may, not later than ten (10) days after receipt of the written disposition of Step 1, submit to the Director of Human Resources a written request for a meeting at Step 2 for the purpose of settling the grievance.
- 38.062** Not later than five (5) days after receipt of such a request the teacher and the Union representative shall be notified of the time and location of the Step 2 meeting.
- 38.063** The date of the Step 2 meeting shall be not later than ten (10) days after the date of notification.
- 38.064** The meeting at Step 2 shall be before the Superintendent and/or such member of the Superintendent's staff as he/she shall designate.
- 38.065** The grievant shall be present and a Union representative shall be present if the teacher so requests.
- 38.066** Not later than five (5) days after the conclusion of the hearing at Step 2 the Superintendent or his/her designee shall submit a disposition in writing to the grievant. A copy shall be sent to the Union representative and to the Human Resources Department.

### **38.07 Grievance, Step 3**

If the grievance is not settled at Step 2, the following procedure shall be followed:

- 38.071** The teacher may, not later than ten (10) days after receipt of the written disposition in Step 2, submit to the Director of Human Resources a written request for a meeting at Step 3 for the purpose of settling the grievance.
- 38.072** No later than five (5) days after receipt of such a request the teacher shall be notified of the time and location of the meeting at Step 3 by the Director of Human Resources.

**38.073** The Step 3 meeting shall be not later than ten (10) days after the date of notification.

**38.074** The Step 3 meeting shall be before the Cleveland Heights–University Heights Board of Education (hereinafter referred to as the Board) or a committee of the Board consisting of at least three of its members.

**38.075** The grievant shall be present at the Step 3 meeting. A Union representative shall be present if the teacher so requests.

**38.076** Not later than ten (10) days after the conclusion of the hearing at Step 3, the Board shall submit its disposition in writing to the grievant. A copy shall be given to the Union representative and to the Human Resources Department.

The Board may decline to hear a grievant at Step 3, in which event the matter shall, at the option of the Union, be appealed to Step 4.

#### **38.08 Grievance, Step 4**

**38.081** The Union may, not later than twenty (20) days after receipt of the Board's written disposition at Step 3, or the Board's decision not to hear the matter, submit to the Board a notice of arbitration. The notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved, and the name of the person who will represent the Union in the arbitration. The Board shall thereupon submit to the Union the name of the person who will represent it in the arbitration, and the two persons so named shall, within ten (10) days thereafter, attempt to agree upon an arbitrator.

**38.082** In the event the said persons are unable to agree upon an arbitrator within the ten-day period, the matter shall be submitted alternatively, unless agreed otherwise, to the Center for Labor Relations and Human Resources and the American Arbitration Association, and the Arbitrator shall be selected from a list supplied by the Center or AAA pursuant to its rules.

**38.083** The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of the agreement or of the employment guide involved. The hearing shall be pursuant to the rules of the Center for Labor Relations and Human Resources or American Arbitration Association, as appropriate.

**38.084** The Supreme Court of Ohio, having held binding arbitration to be legal within the limits on the matters which the Board can legally permit binding arbitration, the decision of the arbitrator, so long as it does not add to or amend the contract shall be binding.

#### **38.09 Time Limitations**

In determining the time limitations of Steps 1, 2 and 3, Saturdays, Sundays and Holidays shall be excluded.

With the exception of Step 4, grievances not heard within the prescribed time limitations contained herein automatically proceed to the next level upon written notification from the Union or Administration, provided further that either party may request an extension of time at any step of the grievance procedure.

### **38.10 Grievant Rights**

**38.101** The grievant may be represented at all stages of the grievance procedure by any person of his/her own choosing, except that he/she may not be represented by a representative, member or officer of any teacher organization other than the Union, nor by any employee of the Board not assigned by the Union as an official representative.

**38.102** When a teacher is not represented by the Union, the Union shall have the right on its request to have its representative present to state its view at all stages of the grievance procedure.

The Board shall notify the union of any grievance filed by a member of the bargaining unit and the dates, times and locations of attendant meetings or hearings.

**38.103** Nothing contained herein shall prevent any grievant from presenting a grievance and having it heard without intervention or representation by the Union.

**38.104** The Union agrees to process grievances for members of the unit regardless of whether or not the grievant is a member of the Union.

**38.105** Copies of all grievances and grievance dispositions shall be transmitted to the Principal, the Superintendent, the Teacher, the Union, and the Director of Human Resources.

### **38.11 Professional Rights**

No reprisals of any kind will be taken by either party or by a member of the Administration against any party in interest, Union representative, or any participant in the grievance procedure.

### **38.12 Administration-Union Concerns**

**38.121** From time to time problems may arise in which the Union or the Administration may feel discussion is needed between the Union and Administration in an effort to satisfactorily resolve such problems.

**38.122** In such event, a meeting will be scheduled upon request by either party.

**38.123** The meeting shall be scheduled no later than five (5) days after the date of such request in order to resolve the problem.

**38.124** If the matter cannot be satisfactorily resolved, both parties will prepare a written position paper explaining the respective views.

**38.125** The problem and the position papers will be submitted to the Board.

**38.126** Within ten (10) days of receipt of the position paper, the Board will review the problem. The Board position shall be sent in writing to the Union and to the Administration. The Board position shall be made in writing not later than twenty (20) days after receipt of the position papers.

### **38.13 "Class" Grievances**

A grievance is made and executed by an individual teacher. The basis of a grievance may apply to more than one individual. An individual grievance made and executed may apply to a class of teachers and may result in a change of policy interpretation.

### **38.14 Amendment to Grievance Procedure**

The Grievance Procedure may be amended through formal negotiations.

### **39.00 SUB-CONTRACTING**

Subcontracting of any work which is performed or could be performed by members of this 795 bargaining unit whether employed, or to be employed, shall be a mandatory subject of bargaining.

- a. The following are exceptions to the above:
  - Occupational therapy services including Occupational Therapists.
  - Physical therapy services including Physical Therapists.
  - Two Intern Psychologists.
  - Orientation Mobility Instruction.
  - Purchased audiological services done outside of the schools.
  - Other purchased services, intermittently purchased previous to September 5, 1989.
  - Auxiliary Psychologists, Nurses, Health Aides, L.D. Teachers and Gifted and Talented Teachers who are already subcontracted.
  - Testing of students for purposes of identifying students for Gifted Education

It is recognized by both the Board of Education and the Union that auxiliary schools may, under certain circumstances, hire their own personnel, or sub-contract to employers other than the CH-UH School District, and effect payment through the Board, and in such a situation, this contract term would not be effective.

It is recognized by both the Board of Education and the Union that work may at times be legislatively mandated and that such legislation may mandate employees from outside of the 795 unit and that in such situations, this contract term would not be effective.

It is recognized that in situations in which a new program is legislatively mandated, the school district may choose to send the students to other places rather than educate within our schools, and in such a situation, this contract term would not be effective.

- b. It is recognized by both the Board of Education and the Union that changes in law may cause either party to desire to discuss this section on sub-contracting previous to the negotiations for a successor contract. In such instances, discussion shall be pursuant to the rules under Section 38.12, Administration-Union Concerns.
- c. Two positions per school year from funds by a fiscal agent other than the Board of Education for a position that is not named in the Preamble of the Negotiated Agreement. No such position funded in this manner shall continue beyond two school years.
- d. No more than one full time intern or two part-time interns shall be supervised by a district Social Worker during any given school year.