

Article 11 - Grievance Procedure

11.1 Purpose

The purpose of this procedure is to secure, at the lowest possible step, equitable solutions to the problems which may arise from time to time affecting employees. Both the administration and employees shall keep these proceedings as informal and confidential as may be appropriate at any step of the procedure. A complaint against another employee or regarding the ESD is not subject to the grievance process. (See Employee Handbook)

11.2 Definitions

A. Grievance: A complaint by an employee, group of employees, or the Union of an alleged violation of a specific provision of this Collective Bargaining Agreement.

B. Grievant: The person, persons, or the Union who have the grievance and are presenting the complaint.

C. Immediate Supervisor: The person having direct administrative or supervisory responsibilities for the grievant and the authority to resolve the issue.

D. Time: Any and all time limits specified in the grievance procedures may be waived by mutual Agreement of the parties. For the purposes of this Article, "days" shall mean, an employee's scheduled work days.

Failure at any step of this procedure to communicate the decision in writing within the specified time limit shall permit the grievant to proceed to the next step. Failure of the grievant to appeal a decision to the next step within the specified time limit shall be considered a waiver of the grievance.

E. Representative: The Union representative(s) who may speak for or advise the grievant if the grievant chooses to be represented, or the ESD representative who may speak for or advise the ESD at any time during the course of the grievance procedure.

F. Non-Reprisal: Neither the Union nor the ESD shall take any reprisal against any person or agency as a result of the exercise of rights under this Article.

G. Meetings and Hearings: Subject to requirements of the public meeting law, meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives.

H. Dismissal: This procedure shall not apply to dismissal of probationary employees.

11.3 Steps of the Grievance Procedure

A. Step One: Informal with Immediate Supervisor

The grievant shall request a meeting to discuss the grievance with the immediate supervisor with the objective of resolving the matter informally within fifteen (15) days of when the grievant knew or, by reasonable diligence, should have known of the alleged violation being grieved. This meeting shall be **identified by the grievant as a Step One grievance meeting and** scheduled by mutual agreement as soon as is practicable but within not more than five (5) days of the date the meeting was requested unless an extension of time is agreed upon mutually. The supervisor shall respond to the grievance as quickly as reasonable, but not later than ten (10) days after the grievance is first discussed. The immediate supervisor's response shall be in writing.

B. Step Two: Chief Human Resources Officer or Superintendent's Designee:

If the grievance remains unresolved, the grievant shall submit the grievance in writing to the Chief Human Resources Officer within fifteen (15) days of the receipt of the immediate supervisor's reply. The written grievance shall include:

1. Clear statement of the grievance and related facts;
2. Specific identification of the specific portion of the contract allegedly violated;
3. A clear statement of the remedy sought; and
4. A copy of the immediate supervisor's written reply.

The Chief Human Resources Officer or Superintendent's designee shall respond in writing to the grievant within ten (10) ESD working days of the receipt of the grievance.

C. Step Three: Superintendent

If the grievance remains unresolved, the grievant shall submit the grievance set forth in Step Two in writing to the Superintendent within fifteen (15) days of the receipt of the Chief Human Resources Officer's written decision. The Superintendent shall review the grievance, arrange for

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a meeting with the grievant and representative, and give a written answer to the grievant with a copy to the Union no later than ten (10) days after the grievance meeting.

D. Step Four: ESD Board

If the grievance remains unresolved, the grievant shall submit the grievance set forth in Step Three in writing to the ESD Board within fifteen (15) days of the receipt of the Superintendent's written decision. The ESD Board shall determine whether to grant or deny the grievance and, if granted, what remedy if any should result. The ESD board shall notify the Union in writing of its decision within ten (10) days of its decision. The ESD Board level shall be the final step of this Grievance Procedure. Although this step is the final step of the procedure in this Agreement, the Union reserves the right to pursue the matter through other means, if applicable.