

EMPLOYEE GRIEVANCE POLICY AND PROCEDURE

No. 255
(A) 8-13-12
(R) 1-13-14

This grievance policy is provided for the exclusive internal method for resolving grievances concerning discipline, termination and work place safety. A determined effort shall be made to settle any grievances at the lowest possible level.

Purpose and Applicability: This procedure provides an employee with the individual opportunity to address concerns regarding discipline, termination, or workplace safety matters, to have those matters reviewed by an Impartial Hearing Officer, and to appeal to the Board of Education, where appropriate. The District expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings prior to utilizing the grievance procedure.

If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable. This procedure does not replace or supersede any statutory provision which may be applicable to an employee's employment with the District. Any grievance, or part of a grievance, that is subject to the jurisdiction of a different governmental body or Wisconsin statute, or subject to a different dispute resolution process, is excluded from this grievance procedure. This grievance procedure does not create a legally binding contract or a contract of employment.

I. **Definitions**

A. **Definition of "Employee":**

1. For purposes of discipline and termination under this grievance procedure, an employee shall be defined to include regular full-time, part-time, and substitute/temporary employees. All other individuals employed by the District, such as seasonal/summer school employees, and short-term substitutes as well as independent contractors, are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.
2. For purposes of workplace safety under this grievance procedure, an employee shall be defined to include regular full-time, part-time, substitute/temporary, and seasonal/summer school employees. All other individuals employed by the District are specifically excluded from the definition of employee and, therefore, this grievance procedure is not available to them.

- B. **Definition of "Discipline":** For purposes of this procedure, "discipline" means an employment action that results in a disciplinary suspension or disciplinary demotion. "Discipline" for purposes of access to this grievance procedure does not include any verbal notices, warnings or reminders. Verbal notices, warnings, or reminders will be documented, but are not subject to the grievance procedure. Written warnings, reprimands, or reminders are to alert the employee that failure to correct the behavior may result in disciplinary suspension, disciplinary termination, or disciplinary demotion. Written, warnings, reprimands or reminders will be filed in the employee's district personnel file. Any

written/documented employee responses to written warnings, reprimands, or reminders will also be filed in the employee's district personnel file.

- C. Definition of "Termination": For purposes of this procedure, "termination" means a separation from employment by the employer for disciplinary or quality of performance reasons. "Termination" does not include layoff, reduction in workday, furlough, reduction in workforce, job transfer or reassignment, or the end or completion of temporary employment, which are not subject to the grievance procedure.
- D. Definition of "Workplace Safety": For purposes of this procedure, "workplace safety" includes any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, provision of personal protective equipment, and accident risks. "Workplace Safety" does not include conditions of employment unrelated to physical health and safety matters, including, but not limited to, hours, overtime, assignments and work schedules.

II. General Provisions

- A. Role and Appointment of "Impartial Hearing Officer": For purposes of this procedure, the role of the "Impartial Hearing Officer" will be to define the issues, identifying areas of agreement between the parties and identifying areas of disagreement between the parties and identifying the issues in dispute, and to hear the parties' respective arguments. The Impartial Hearing Officer shall be appointed by the Superintendent based upon the nature of the matter in dispute.
- B. Time Limits: The time limits set forth in this Section shall be considered as substantive, and failure of the grievant to file and process the grievance within the time limits set forth in this Section shall be deemed a waiver and a settlement of the grievance. The number of days indicated at each level should be considered a maximum. The time limits specified may, however, be extended by the mutual consent of the District and the grievant. The parties may, through mutual consent, agree to start the grievance at a higher step if the grievance involves termination and is initially filed in a timely manner pursuant to the timelines set forth below.
- C. Days: The term "days" as used in this provision means work days, excluding holidays as defined in the Handbook. If the last day on which a grievance is to be filed or a decision is to be appealed is a holiday as defined in the handbook the time limit is the next defined work day.
- D. Scheduling: Grievance meetings and hearings will typically be held during the employee's off-duty hours. Time spent in grievance meetings and hearings shall not be considered as compensable work time.
- E. Representation: The employee shall have the right to representation at every level of the grievance process by a representative(s) of his/her own choosing at the employee's expense.

III. Grievance Processing Procedure for Grievances Concerning Employee Terminations and Employee Discipline:

Grievances shall be processed in accordance with the following procedure:

Step One- Informed Resolution: An earnest effort shall first be made to settle the matter informally between the employee and the immediate supervisor. A grievance may be

initiated through an informal meeting and discussion with the immediate supervisor, the employee and the employee's designated representative. The informal meeting and discussion shall occur within ten (10) work days after the facts upon which the grievance is based first occurred and/or could not be resolved through an informal discussion process. The immediate supervisor will give an answer to the grievance. The grievant(s) shall be required to state the purpose of the discussions and event(s) upon which the discussions are based. The immediate supervisor shall notify the grievant and (if applicable and appropriate) the representative of his/her answer within five (5) work days. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file a written grievance. In grievance situations specifically involving a safety related issue every effort should be made to expedite the Step one-Informed Resolution in a manner that will not expose the employee/district to further safety liability.

Step Two – Appeal to Superintendent: If the grievance is not resolved at Step One the grievant may submit written grievance to the Superintendent within ten (10) work days after the response at Step One or if no response is provided within ten (10) work days of the deadline for the response. The Superintendent shall meet with the grievant(s) and/or the employee's designated representative and the principal or immediate supervisor within ten (10) work days after receiving the written grievance. The Superintendent shall respond to the written grievance within five (5) work days of the meeting or at a later date as determined by the Superintendent if further investigation is warranted. The Superintendent shall indicate in writing the disposition of the grievance and forward it to the grievant and (if applicable and appropriate) the grievant's representative. If the matter cannot be resolved or if no answer is provided in the above timeframe, the grievant(s) may file an appeal to the impartial hearing officer. As noted in Step One if the grievance situation specifically involves a safety related issue the matter should be moved through the grievance process in a manner that addresses resolution and does not further expose the employee or district to further safety liability.

Step Three – Appeal to Impartial Hearing Officer: If the grievance is not resolved in Step Two the employee must notify the Superintendent, within ten (10) work days after receipt of the Superintendent's answer or if no response is provided within ten (10) work days of the deadline for the response, if he or she intends to process the grievance to an impartial hearing officer. The impartial hearing officer shall be selected based on procedures outlined in Board of Education Policy No. 226

This step of the process is available only if the alleged violation of District policy or *Employee Handbook* involves discipline, termination, or workplace safety. Grievances involving any other issue may be appealed directly to the Board under Step Four and the Board shall review the decision that the Superintendent issued in Step Two.

If there is a dispute over the timeliness or the ability to use the grievance procedure on the issue, the Administration shall have the discretion to divide/separate the hearing into two parts for the purpose of deciding those issues (i.e. address whether the grievance was filed in a timely manner before hearing the merits of the grievance or address whether the content of the grievance is properly before the impartial hearing officer).

Step Four-Appeal to Board of Education: If the grievance is not resolved at Step Two or Three the grievance may be appealed to the School Board within ten (10) days after the decision at the prior step. Either the administration or the grievant may appeal an impartial hearing officer's decision to the Board. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law. If requested by the employee the grievance evidentiary hearing will be conducted in closed session per Wisconsin Statute 19.85.

The Board shall meet with the parties to review the evidence and hear testimony relating to the grievance. At the hearing, each party may cross-examine any witness of the other party. If either party presents an exhibit that was not presented at a prior step of the grievance process, the exhibit must be provided to the other party at least twenty-four (24) hours prior to the hearing.

Within thirty (30) days after the appeal to the Board has been filed, the parties shall exchange written briefs with each other and submit them to the Board. Within ten days after written briefs have been submitted both parties shall exchange reply briefs with each other and submit them to the Board. Within thirty (30) days after receiving the reply briefs the Board shall review the hearing officers decision.

The Board shall render a written decision that affirms, reverses or modifies the decision of the hearing officer (or, if applicable, of the Superintendent). Such decisions shall be rendered in a timely manner and shall be sent to the administration, the grievant, and (if applicable) the grievant's representative. The Board's decision is final and may not be appealed. All Board actions throughout this process shall comply with requirements of Wisconsin's Open Meetings Law.

IV. Consolidation of Grievances

Grievances of the same type, and with similar fact situations, maybe consolidated at the discretion of the Administration.