

TA 128 8/11/2025
JA 8/11/2025

KPESA proposal 8/11/25 (Accepting KPBSD response 4/17/25)

ARTICLE 34 GRIEVANCE PROCEDURES

A. Definitions

Grievant shall mean an employee, or group of employees, or the Association filing a grievance.

Grievance shall mean a claim by a grievant that there has been an alleged violation, misinterpretation, or misapplication of the Agreement, or a violation of official Board policy.

Party of Interest is the person, or persons, making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

Days shall mean ~~employment~~ work days, except as otherwise indicated.

B. Right to Representation

The Board shall recognize grievance representatives upon their identification by the Association. At least one (1) Association representative shall be present for any meetings, hearings, or appeals, or other proceedings relating to a grievance which has been formally presented. The Association Representative(s) may actively seek to assist in problem-solving and represent employees' rights to the process outlined in this agreement, in accordance with law. Nothing contained herein shall be construed as limiting the right of any employee having a grievance (complaint) to discuss the matter informally with the employee's supervisor, then the Superintendent, and finally the School Board. It is understood that the KPESA is the only organization that may provide representation for a grievant.

C. Procedure

Level I

The parties of interest acknowledge that it is usually most desirable for an employee and the employee's immediate supervisor to resolve problems through free and informal communications. The grievant may present the grievance in writing within thirty (30) days to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written

answer to the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Level II

If the grievant is not satisfied with the disposition of the employee's grievance at Level I, or if no decision has been rendered within five (5) days after presentation of the grievance, the grievance may be referred to the Superintendent or official designee. This must be done within fifteen (15) days from the time of the Level I disposition. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of the Superintendent's receipt of the appeal. The parties of interest shall have the right to include in the representation such witnesses and counselors, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent and/or designee will have five (5) days to provide a written decision, together with the reasons for the decision to the Association.

Cases involving language or contract interpretation will move to Level IV without a Board hearing.

Level III – Board Level

The Board Level will be used exclusively for employee discipline. If the grievant is not satisfied with the disposition of the employee's grievance at Level II, or if no decision has been rendered within five (5) days after presentation of the grievance, then the grievance may be referred to the School Board, within fifteen (15) days of receipt of Level II disposition. The School Board shall arrange for a hearing with the grievant and/or the Association, to take place within fifteen (15) days of their receipt of the appeal. The School Board may hear the grievance or appoint a hearing officer. The parties of interest shall have the right to include in a representation such witnesses and counselors, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the School Board will have ten (10) days to provide their written decision, together with the reasons to the Association.

Level IV – Binding Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level III by the School Board, or Level II by the Superintendent (cases involving language or contract interpretation), or if no decision has been rendered, the Association can submit the grievance to arbitration before an impartial arbitrator. This must be done within thirty-five (35) days from the time of the Level II or Level III disposition, or from the date when the disposition was due. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration

proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.

b. The costs for the services of the Arbitrator, including per diem expenses, if any, and the arbitrator's travel and subsistence expenses and the costs of any hearing room, will be shared equally by the Board and the Association. All other costs will be borne by the party incurring them.

D. No Reprisals

No reprisals of any kind will be taken by the Board or the school administration against any employee because of the employee's participation in this grievance procedure.

E. Association Testimony

No member of the bargaining unit may testify against another member of the bargaining unit in a grievance or arbitration hearing, nor may a member of the bargaining unit be present as a representative of management at such hearings. However, a bargaining unit member may be called as a witness to fact, by either party.

F. Cooperation of Board and Administration

The Board and Administration will cooperate with the Association in its investigation of any grievance; and further, will furnish the Association such information as is required for the processing of any grievance. Requests for information shall be in writing and submitted by the Association president or designee.

G. Release Time

Should the investigation or processing of any grievance require that an employee or an Association representative be released from their regular assignment, they shall be released without loss of pay or benefits if the investigation cannot be done at another time.

H. Personnel Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

I. Grievance Forms

Forms for filing grievances, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared jointly by the

Superintendent or designee and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.