

REGULATION

MONTGOMERY COUNTY PUBLIC SCHOOLS

Related Entries: GKA-RA
Office: Executive Assistant
Department of Association Relations

Grievance--Supporting Services Personnel

I. PURPOSE

To outline procedures to be followed, as set forth in Article 6 of the *Negotiated Agreement Between the Board of Education and the Montgomery County Council of Supporting Services Employees (1984-87)*

II. DEFINITIONS

- A. Grievance means a claim by one party that the other party has violated this Agreement.
- B. Grievant means the person or persons making the claim.

III. BACKGROUND

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may occur in the administration of this Agreement. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.
- B. Nothing herein contained shall be construed as limiting the right of any unit member having a grievance to discuss the matter with any appropriate members of the administration. Such grievance may be adjusted without intervention of the Council, providing that the adjustment is not inconsistent with the terms of this Agreement.
- C. No grievance shall be initiated more than fifteen (15) duty days after the cause has occurred or should have been discovered.

- D. A grievance shall be automatically waived and shall not be subject to further discussion or appeal if the grievant does not process it within any of the stated time limits. Such time limits may only be extended by mutual agreement between the parties.
- E. A covered unit member will first discuss his/her grievance with his/her immediate supervisor. Both parties will make efforts to solve the grievance at this informal level.

IV. PROCEDURES

A. Step One

If the grievance cannot be solved at the informal level, the unit member then submits the grievance to his/her principal or appropriate director in writing within fifteen (15) duty days after the grievance arises. If the principal or appropriate director does not satisfy it within ten (10) duty days from receipt of the written grievance, the grievance may be processed to Step Two.

B. Step Two

If the grievant is not satisfied with the disposition in Step One, he/she may file his/her grievance in writing with the chairperson of the MCCSSE Grievance Committee within five (5) duty days. The MCCSSE Committee, within five (5) duty days from such filing, shall meet and counsel the grievant on the merits of the grievance and, if the committee deems it to be meritorious, forward the grievance to the appropriate area associate superintendent or appropriate associate superintendent. If the grievance is referred within the time limits, the appropriate area associate superintendent or appropriate associate superintendent shall have five (5) duty days to respond to the grievant.

C. Step Three

1. If the grievant is not satisfied with the disposition in Step Two, he/she may again file his/her grievance in writing with the chairperson of the MCCSSE Grievance Committee within five (5) duty days. Within five (5) duty days from such filing, the committee shall meet and counsel the grievant and, if the committee deems it to be meritorious, forward the grievance to the superintendent. If the grievance is referred within the time limits, the superintendent shall have ten (10) duty days to respond to the grievant.

2. A grievance may be filed for a group of unit members at Step Three if the chairperson of the MCCSSE Grievance Committee and the director of association relations agree that the authority to resolve the grievance does not exist at Step One or Step Two.

D. Step Four--Arbitration

1. If the grievant is not satisfied with the disposition of the grievance made by the superintendent, he/she may again file it in writing with the chairperson of the MCCSSE Grievance Committee within five (5) duty days for that committee's decision on whether or not the grievance shall be submitted to arbitration.
2. Arbitration may be initiated by the grieving party by serving notice upon the other party requesting arbitration within fifteen (15) duty days and setting forth the precise question it proposes to arbitrate, the section of the Agreement violated, and a description of the action taken that initiated the grievance. The receiving party will acknowledge his/her agreement with the submission to arbitration statement by affixing his/her signature to the submission form within five (5) duty days and returning the form to the grieving party. If the receiving party does not agree with the submission to arbitration statement, he/she will so indicate this disagreement, sign the form, and return it to the grieving party within five (5) duty days. If disagreement exists on the submission statement, the arbitrator must first frame the issue before proceeding with the merits of the case.
3. The grieving party may submit the matter to arbitration within five (5) duty days of the return of the submission statement form. The superintendent and the MCCSSE Grievance Committee will attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for arbitration shall be sent to the American Arbitration Association and a list of arbitrators requested. A copy of the demand shall be sent to the other party. The parties will then be bound by the rules and procedures of the American Arbitration Association as they apply to the selection of an arbitrator.
4. The arbitrator shall have no power to add to, subtract, or modify any terms of this Agreement. The arbitrator shall not accept issues or evidence not presented during the grievance procedure. The arbitrator shall be without power of authority to make any recommendations beyond the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties and should be issued within

fifteen (15) days of the close of any hearing or in the event briefs are filed, fifteen (15) days after such filing.

V. MISCELLANEOUS

- A. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the official personnel file of any of the participants.
- B. All decisions rendered at all levels of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to both parties.
- C. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the superintendent after consultation with the MCCSSE, and will be given appropriate distribution so as to facilitate operation of the grievance procedure.
- D. Both parties shall be permitted to present evidence and witnesses and to cross-examine all witnesses whenever a hearing is held.
- E. The administrative complaint procedure currently in use to process and resolve unit member complaints pertaining to matters not covered by this Agreement shall be continued. This process will not be followed by the grievance procedure where the superintendent has rendered his final decision at Step Three.
- F. It is agreed the union may submit any class action grievance involving a general alleged violation of the Agreement. It may also submit a grievance alleging actions taken by the employer, not otherwise protested, violate basic principles or understandings expressed in the Agreement.

VI. EMPLOYEE RIGHTS

- A. No reprisals of any kind shall be taken by any party involved in the grievance procedure.
- B. The MCCSSE shall be exclusive representative of a grievant at Step Two and beyond. However, the grievant may be accompanied by an individual of his/her choice.
- C. Nothing in this grievance procedure shall limit the rights of any unit member to discuss any complaint, problem, or matter of dissatisfaction with any appropriate administrator without representation or the intervention of any organization.

- D. Meetings and hearings shall be scheduled at such times as to assure no disruption of school system business.

Administrative History: Formerly Regulation No. 450-4, January 5, 1978 amended by the Agreement Between the Board of Education and MCCSSE (1984-87)