

HORTONVILLE AREA SCHOOL DISTRICT
GRIEVANCE PROCEDURE FOR STAFF (INCLUDING SUPPORT STAFF)
(HFT GRIEVANCE PROCEDURE IN EFFECT UNTIL 7/1/2012)

Definition of a Grievance: A grievance is defined as a matter that involves any decision made by the Board of Education and/or the Administration that impacts any employee of the Hortonville Area School District so long as the decision concerns specific subjects limited to an employee termination, employee discipline or a work- place safety issue. Non-renewals and layoffs are not subject to this grievance procedure.

Calculation of Time Limitations: The days that create the deadlines in the grievance procedure apply year round without any regard to whether or not the schools are in session and shall include all weekdays. Weekend days and state and federal holidays are excluded from the days that apply to the stated deadlines.

Mandatory Process to present and process a Grievance:

Step 1: Within ten (10) days after the initial event occurred upon which the grievance is based, the Grievant shall meet and orally confer with his/her immediate Supervisor in order to attempt to resolve the grievance. Failure to do so shall constitute a waiver of any grievance.

Step 2: If the grievance is not resolved by using Step 1, the grievance shall be reduced to writing and signed, dated and delivered by the Grievant to the individual's immediate Supervisor within five (5) days. Upon review, the immediate Supervisor may require the Grievant to provide more complete written detail of the issues and events. If so, the Grievant shall have three (3) days to provide further written information. E-mail may not be used to present any grievance or be used for any part of the communications for this Grievance Procedure. The immediate Supervisor may give his/her written reply to the Grievant within five (5) days of receipt of the written grievance. If the immediate Supervisor does not provide a written reply within five (5) days, the grievance shall have the status of being automatically denied on the fifth (5th) day.

Step 3: If the grievance is not resolved in Step 2, the Grievant shall, within five (5) days of receipt of the written reply from the immediate Supervisor or in the absence of such reply which shall constitute a denial, present the written grievance to the District Administrator and write the date of delivery on the document. Failure by the Grievant to do so, shall constitute a waiver of any grievance. The District Administrator may give his/her written reply within five (5) days of receipt of the written grievance. If the District Administrator does not provide a written reply within five (5) days, the grievance shall have the status of being automatically denied on the fifth (5th) day.

Step 4: If the grievance is not resolved in Step 3, the Grievant shall, within five (5) days of the written reply from the District Administrator, or in the absence of such reply, file a request that an impartial Hearing Officer be retained to hear and decide the written grievance. Such request must be in writing addressed to the District Administrator and have the date of delivery written on the request. Failure by the Grievant to do so shall constitute a waiver of any grievance. The impartial Hearing Officer shall be designated by the District Administrator. The District Administrator shall contact the impartial Hearing Officer and make arrangements for a conference call within one week in order to schedule a date for the hearing before the impartial Hearing Officer. Any party may call witnesses to the hearing. There shall be no discovery. The hearing shall be treated by the impartial Hearing Office as an agency proceeding under Wisconsin law. The impartial Hearing Officer shall be asked to provide a written Grievance Award within thirty(30) days of the hearing. The Grievant may, at his/her option have Union or legal counsel but not both, at the hearing. Without regard to any outcome of the grievance, each party shall bear its own expenses and each party shall pay one-half of the fees charged by the impartial Hearing Officer. If any party desires a transcription of the hearing, the party shall bear the full cost of such expense. If the impartial Hearing Officer requires a transcript or a copy of any transcript, the parties shall share the cost on a 50-50 basis.

Step 5: Within thirty (30) days of the date of the written Grievance Award, either party may appeal the Grievance Award to the Board of Education. The standard of review on appeal shall be *de novo* on the Record created at the hearing and the Board of Education will entertain oral arguments, but no new evidence will be received. The Board of Education will issue a written Grievance Award Appeal Decision within thirty (30) days after the appeal is heard. The decision of the Board of Education shall be final and binding on all parties and there shall be no further appeals taken.