
ARTICLE XV: GRIEVANCE PROCEDURE

1. In the operation of any school system honest disagreements will arise. In most cases, such disagreements are resolved through discussions which take place in an atmosphere of good will. However, there may arise disagreements where one or more parties believe that such disagreements have not been successfully resolved through informal procedure. In order to assure a vehicle for pursuing the desired goals, in a further and formal way, the following grievance procedure is hereby adopted.

Grievances involving general application shall be advanced to or be initiated at Section 4 (Appeal Board Level) of this procedure by mutual agreement of the Board and Association.

2. A teacher having a complaint may on his own behalf, or accompanied by a representative of the Association, present it in writing to the principal of the school or his designated representative within five (5) days after the cause of the complaint arises or could have been commonly known, or could have been known by the grievant. The parties shall make every effort to resolve it at this level. The principal shall forward a copy of the grievance and his reply to the Association.
3. A representative of the Association shall be given the opportunity to be present at all levels of the grievance procedure. The Association may initiate or appeal a grievance for any teacher or on its own behalf.
4. Thereafter, the teacher, the Association representative(s), principal, and a designee of the Board of Pastors shall meet within five (5) days for the purpose of resolving the issue involved in the grievance.

In the event that the issue remains unresolved, either the Association or the Board of Pastors shall have the right to demand arbitration of the issue except as otherwise provided in the terms of this Agreement.

5. Said party shall give written notice of its intention to arbitrate within ten (10) days following the meeting as prescribed in Section 4, above.
6. The parties shall thereafter within seven (7) days select an arbitrator from among a list submitted by the American Arbitration Association in accordance with its Arbitration Rules.

7. Decisions of the arbitration panel shall be final and binding on both parties.
8. Compensation and costs for the arbitration panel shall be borne equally by the parties.
9. Failure by the Board of pastors or any of its representatives to comply with any time limit specified at any step of this procedure shall automatically advance the grievance to the next step of this procedure unless modified in writing by mutual agreement of the Board of Pastors and the Association.
10. A matter to be arbitrable shall arise from or involve a grievance over the interpretation or application of the contract language or any alleged violation thereof. Changes in the agreement or changes in the salary schedule are not matters subject to arbitration.
11. There shall be no curtailment of teacher services, limitation of performance of assigned duties, strike or teacher stoppage for the duration of this Agreement.