

July 09, 2019  
5:44pm

## GOMPERS PREPARATORY ACADEMY

*The following proposal by GPA is made without prejudice and GPA reserves the right to add, modify, or delete any or all proposals, and/or open articles of the contract during the negotiation process with the employee organization.*

### **GPA Proposal Passed July 9, 2019**

#### **ARTICLE 5: CONTRACTUAL DISPUTE RESOLUTION PROCESS**

##### **5.1 Definitions**

5.1.1 A "Contractual Dispute Claim" is a claim by one or more unit members or the Union that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

5.1.1.1 Contractual Disputes may not be based upon discipline except to the extent the discipline process in this Agreement was not followed.

5.1.1.1 Contractual Disputes may not be based upon evaluations except to the extent the evaluation process in this Agreement was not followed.

5.1.2 The "Complainant" is the unit member, unit members, or Union making the Contractual Dispute Claim.

5.1.3 A "work day" for purposes of this Article is any day the Complainant is scheduled to work and GPA is open for business.

A Complainant may withdraw a Contractual Dispute Claim at any time during the Contractual Dispute Resolution Process prior to the Final Hearing.

##### **5.2 Rights of Representation**

A Complainant may be represented at all stages of the Contractual Dispute Process by a Union representative.

##### **5.3 No Reprisals**

5.3.1 No reprisals of any kind shall be taken by any member of the GPA Board of Directors (the "Board") or a representative of GPA's Leadership Team against any Complainant, any party in interest, any bargaining unit member, the Union, or any other participant in the

Contractual Dispute Resolution Process by reason of such participation.

- 5.3.2 No reprisals of any kind shall be taken by the Union or any unit member(s) against any unit member, any member of GPA's Board of Directors, any representative of GPA's Leadership Team or any other participant in the Contractual Dispute resolution process by reason of such participation.

## **5.4 Procedures**

### **5.4.1 Level One: Supervisor**

Every effort should be made to resolve the Contractual Dispute between the Complainant and the supervisor involved. If the Contractual Dispute is with the Director, the Complainant may proceed directly to Level Two. The Complainant must identify the occurrence or omission giving rise to the Contractual Dispute in writing and request a meeting with the supervisor involved within five (5) work days of the occurrence or omission. The Level One meeting shall take place within five (5) work days of the request unless mutually agreed otherwise by the parties.

### **5.4.2 Level Two: Director**

If the Contractual Dispute is not resolved at Level One, the Complainant shall submit the Contractual Dispute to the Director or designee in writing using the approved Contractual Dispute form (Appendix B) within five (5) work days from the Level One conference, detailing the article or articles of this Agreement allegedly violated and providing any supporting documents or materials. A conference between the Complainant and the Director shall take place within five (5) work days of submission of the Contractual Dispute form unless the parties mutually agree otherwise. A written response will be returned by the Director or designee within five (5) work days of the Level Two conference.

### **5.4.3 Level Three: Board Hearing**

If the Contractual Dispute is not resolved at Level Two, then the Complainant may submit the written Contractual Dispute form to the Secretary of the Board of Directors within five (5) work days of the return of the written response by the Director or designee. The written Contractual Dispute form shall include all documents and materials relating to the Contractual Dispute, including the Director's Level Two response.

Upon receipt of a Contractual Dispute by the Secretary of the Board, the Board shall endeavor to meet as soon as is reasonably possible to create an ad hoc committee to hear the Contractual Dispute (the "Board Dispute Resolution Committee"). The Board Dispute Resolution Committee shall be made up of three members of the Board who are not also employees of GPA. The Board Dispute Resolution Committee shall schedule a hearing with the Complainant within ten working days of the creation of the Board Dispute Resolution Committee. Both the Complainant and GPA will be entitled to present their evidence relating to the Contractual Dispute, including witness statements. Live testimony will not be permitted. Within fifteen (15) work days of the Board Dispute Resolution Committee hearing, the Board Dispute Resolution Committee shall notify the Complainant in writing as to the disposition of the matter.

#### 5.4.4 Level Four: Final Appeal

If the Contractual Dispute is not resolved at Level Three, the Complainant may file a final appeal with the GPA Contractual Dispute Appeals Committee by filing the written Contractual Dispute form with the GPA Contractual Dispute Appeals Committee within ten (10) work days from the date of the Board Dispute Resolution Committee's decision. The written Contractual Dispute shall include only those materials submitted to the Board Dispute Resolution Committee as well as the response from the Board Dispute Resolution Committee.

The GPA Contractual Dispute Appeals Committee shall conduct a final Appeals hearing on the Contractual Dispute within fifteen (15) work days of the filing of the written notice with the GPA Contractual Dispute Appeals Committee. At this final Appeals hearing, both the Complainant and a GPA representative will be entitled to make a presentation to the Contractual Dispute Appeals Committee of no more than fifteen (15) minutes each.

The GPA Contractual Dispute Appeals Committee shall return a decision to the Complainant and GPA within ten workdays of the hearing. There shall be no appeal from the GPA Contractual Dispute Appeals Committee's decision on the Contractual Dispute.

In reaching its decision, the GPA Contractual Dispute Appeals Committee may consider only the materials submitted by the Complainant and GPA to the Board Dispute Resolution Committee. The GPA Contractual Dispute Appeals Committee must decide the Contractual Dispute in accordance with the terms of this Agreement and GPA policies and procedures.

- 5.4.4.1 The GPA Contractual Dispute Appeals Committee shall be made up of two unit members, a member of GPA's Leadership Team and two representatives of GPA's confidential classified employees who shall be selected as set forth below.
- 5.4.4.2 At the beginning of each academic year, all unit members shall be eligible to elect two unit members to serve as the primary representatives on the GPA Contractual Dispute Appeals Committee for a period of one academic year. In addition, all unit members shall elect two unit members to serve as alternate representatives on the GPA Contractual Dispute Appeals Committee should the primary be unable or unwilling to serve.
- 5.4.4.3 At the beginning of each academic year, all GPA classified employees shall elect two GPA confidential classified employees to serve as the primary representatives on the GPA Contractual Dispute Committee for a period of one academic year. In addition, all GPA classified employees shall elect two GPA confidential classified employees to serve as an alternate representatives on the GPA Contractual Dispute Appeals Committee should the primary representatives be unable or unwilling to serve.
- 5.4.4.4 At the beginning of each academic year, GPA Leadership will select one member of the Leadership Team to serve as the primary representative on the GPA Contractual Dispute Appeals Committee for a period of one academic year and one member of the Leadership Team to serve as an alternate representative should the primary be unable or unwilling to serve.
- 5.4.4.5 No member shall be permitted to serve as a GPA Contractual Dispute Appeals Committee member at a hearing for any Contractual Dispute in which he/she is the Complainant or to which he/she is a witness.
- 5.4.4.6 Terms on the Contractual Dispute Appeals Committee shall be limited to one year. Unit members, confidential classified employees and members of the Leadership Team who have served on the GPA Contractual Dispute Appeals Committee may be eligible for re-election or reappointment after they have been off of the GPA Contractual Dispute Appeals Committee for a period of at least one academic year.

5.4.4.7 Members of the GPA Contractual Dispute Appeals Committee shall be paid \$30 per hour for all time spent hearing or deciding Contractual Dispute Appeals and/or issuing decisions as part of the Committee outside their normal working hours.

**5.6 Miscellaneous**

When it is necessary for a representative designated by the Union to investigate a Contractual Dispute or attend a Contractual Dispute meeting or hearing during the day, she/he shall be provided reasonable release without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness or as a member of the GPA Contractual Dispute Committee will be accorded the same right. Any timelines provided herein may be extended by mutual written agreement of the parties.