

Personnel

General Personnel Policies

Grievance Procedure

The Watertown Unified School District recognizes the value of providing employees with a procedure for resolving grievances. Employees shall use the following procedure for resolving disputes regarding employee termination, employee discipline, or workplace safety issues.

No employee or District official shall, or attempt to, restrain, interfere with, coerce, discriminate against and/or retaliate against any employee who files or processes a grievance in good faith. The same protections apply to any person who otherwise participates in the presentation, processing or resolution of a grievance (e.g., a witness), regardless of whether the allegations presented by the grievance are ultimately sustained. Actions taken in bad faith, such as engaging in abuse of the process, providing false information, or engaging in libel or slander in connection with a grievance, are not protected. Violations of this paragraph may lead to disciplinary action, up to and including termination.

Definitions:

Grievance: The term "grievance" as used in this policy shall mean a dispute regarding the application of the policies of the Watertown Unified School District regarding an employee's discipline or termination of employment, or a dispute concerning workplace safety. No grievance shall be processed under this policy unless it is in writing and contains all of the following:

1. The name and position of the grievant.
2. A clear and concise statement of the grievance.
3. The issue involved.
4. The relief sought.
5. The date the incident or alleged violation took place.
6. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion.
7. The specific section of the Policy Manual or workplace safety rule alleged to have been violated.
8. The signature of the grievant and the date.

Days:

The term "days" as used in the policy is defined as any day that the District's Business Office is open. The time within which an act is to be done under this policy shall be computed by excluding the first day and the last day.

Employee Termination:

The term "termination" as used in this policy means discharge from employment. It shall not include the following:

1. Workforce reduction activities involving noncertified employees.
2. Voluntary termination including, without limitation, quitting or resignation.
3. Job abandonment.
4. End of employment due to disability or other inability to perform job duties.
5. Retirement.

6. Non-renewal under Wisconsin Statutes 118.22 and 118.24, if applicable.
7. Any other cessation of employment involving the completion of a temporary or seasonal assignment, conclusion of a specific term contract, a daily assignment, substitute assignment, conclusion of a limited-term position or the conclusion of a part-time or replacement employment relationship.

Employee Discipline:

The term "employee discipline" as used in this policy shall include any employment action that results in disciplinary action, which includes: verbal warnings where a written record of the warning is placed in the employee's file, written warnings, suspensions, demotion, and termination of employment. It shall not include the following:

1. Plans of correction or performance improvement.
2. Performance evaluations or reviews.
3. Documentation of employee acts and/or omissions in an employment file.
4. Administrative suspension with pay pending investigation of alleged misconduct or nonperformance.
5. Non-disciplinary wage, benefit or salary adjustments.
6. Other non-material employment actions.
7. Counselings, meetings, or other pre-disciplinary action.
8. Demotion for reasons other than discipline, transfer or change in assignment.

Grievant:

The term "grievant" as used in the policy is an employee as defined by state statutes governing this grievance procedure. At the grievant's cost and request he/she may be represented by a person of his/her choice.

Workplace Safety:

The term "workplace safety" as used in this policy means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

Timelines:

Unless mutually agreed to in writing by the employee and the District in advance of the expiration of the timeline, all timelines provided in this policy must be adhered to strictly. Failure of the employee to comply with the timelines will be deemed a waiver of the processing of the grievance, and the grievance will be denied. The employee may advance a grievance to the next step of the process if a response is not provided within the designated timeframes. The Director of Human Resources may advance a grievance to the next step at the request of either the employee or the employee's supervisor.

Procedures:

- A. Informal Grievance Resolution: The employee shall first discuss any grievance related to discipline or workplace safety with the employee's immediate supervisor prior to filing a formal written grievance in order to informally resolve the issue. This discussion must occur within five (5) days of when the employee knew or should have known of the events leading to the grievance. Grievances related to termination may proceed straight to the formal grievance procedure.

- B. **Formal Grievance Submission:** The employee must file a written grievance with the Director of Human Resources within ten (10) days of the termination, discipline, or actual or reasonable knowledge of the alleged workplace safety issue.
- C. **Administrative Response:** The Director of Human Resources (or designee) will meet with the grievant within ten (10) days of the receipt of the written grievance in an effort to resolve the issue(s) raised by the grievance. Within ten (10) days after the meeting, the Administration shall respond to the grievance in writing. The Administration shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this policy and otherwise properly processed as required by this policy. If the Administration is aware of other similar pending grievances, the grievances may be consolidated and processed as one grievance. The Administration's response to the grievance must contain:
1. A statement of the date the meeting between the Administration and the grievant was held.
 2. A decision as to whether the grievance is sustained or denied.
 3. In the event the grievance is denied, a statement outlining the timeline to appeal the denial.
- D. **Impartial Hearing:** The grievant may file an appeal to the Impartial Hearing Officer (IHO) by given written notice to the Director of Human Resources within five (5) days of the issuance of the Administrative Response. Depending on the issues involved, the IHO will determine whether a hearing is necessary unless a hearing is required under the procedures established by the District in a different applicable policy. The Administration will work with the IHO and grievant to schedule a mutually agreeable hearing date should one be needed. If it is determined that no hearing is necessary, the matter will be decided based on the submission of written documents.

The Administration shall select the IHO. The IHO shall not be an employee of the District. The IHO may be an employee of another district, a retired school administrator, a lawyer, a professional mediator/arbitrator, or other qualified individual. The cost of the IHO will be the responsibility of the District.

Standard of Review: The IHO will adhere to specific guidelines set forth by the District regarding hearing procedures. The Rules of Evidence will not be strictly followed, but no factual findings may be based solely on hearsay evidence. The standard of review for the IHO is whether the decision of the Administration was arbitrary or capricious. A decision will not have been arbitrary or capricious if it was made in the best interest of the District. If the decision was not arbitrary or capricious then the IHO is required to find on behalf of the Administration.

Impartial Hearing Officer Response: The IHO shall file a written response with thirty (30) days of the hearing date or the date of submission of written documents.

The IHO's written recommendation to the grievance must contain:

1. A statement of the pertinent facts surrounding the nature of the grievance.
2. A decision as to whether the grievance is sustained or denied, with the rationale for the decision.
3. A statement outlining the timeline to appeal the decision to the School Board.
4. The IHO must sustain or deny the decision of the Administration. The IHO has no authority to modify the Administration's decision and may not grant in whole or in part the specific request of the grievant.

- E. Review of the School Board: The non-prevailing party may file a written request of review of the IHO's decision by the School Board within ten (10) days of the receipt of the IHO's response.

The School Board may, in each situation, decide whether it will review the grievance under the following procedures or assign the matter to the District's legal counsel to make a recommendation using the following procedures. The manner of review is the sole choice of the School Board. The School Board shall decide the matter by a majority vote of the members present and the decision of the School Board is final and binding and is not subject to further review.

1. In the case of verbal warnings where a written record of the warning is placed in the employee's file or a written warning is issued: The School Board shall decide whether the IHO reached an arbitrary or capricious decision based on the record developed at the hearing before the IHO. The School Board's written decision shall be issued within thirty (30) days of the submission of the grievance.
 2. In the case of suspension, demotion or termination of employment, or a grievance involving workplace safety, the following procedures shall apply:
 - a. The School Board shall schedule a meeting with the grievant and the Administration, such meeting to be scheduled within thirty (30) days of submission of the appeal.
 - b. This meeting will be held in closed session and shall be recorded.
 - c. Each party may make a brief oral presentation to the Board to summarize his/her position as to why the IHO's decision should be affirmed, reversed or modified. If a party argues that the IHO's decisions should be modified, the party must make a specific recommendation to the Board as to how the IHO's decision should be modified.
 - d. The Board may examine the records, evidence and testimony presented at the hearing before the IHO but will not take additional testimony or evidence.
 - e. The Board will deliberate on the appeal in executive session. The Board's deliberation will not be recorded.
 - f. The Board may reverse or modify the IHO's decision if the decision is:
 1. In excess of the statutory authority or jurisdiction of the school district; or
 2. based upon improper application or interpretation of Board policies or handbook provisions; or
 3. unsupported by the record in that a reasonable person would accept the evidence as adequate to support the conclusion of the IHO; or
 4. arbitrary or capricious; or
 5. in contravention of public policy.
 - g. The School Board's written decision shall be issued within twenty (20) days of the meeting with the parties.
- F. The School Board's written decision regarding the grievance must contain: A decision as to whether the grievance is sustained, denied, or modified.
- G. General Requirements:
1. Grievance meetings/hearings held during the employee's off-duty hours will not be compensated.
 2. Granting the requested or agreed upon remedy at any step in the process resolves the grievance.

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