Notes on Grievance Procedures for Schools in the USA

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Summary
Conflict is inevitable in our society. Schools are no exception. Therefore, we should have effective means to resolve it. Schools in the USA usually have a written contract for a grievance procedure. The primary purpose of the procedure is to solve problems at the lowest possible level. For the effective procedure, it is essential not only to collect facts but also to have an understanding of the involved. The grievance procedure plays an important role in resolving conflicts in American schools.

Key Words
arbitration, conflict, education, grievance procedure, site-based management

1. Introduction
Conflict is inevitable in our society, no matter how hard we try to avoid it. Schools are a rather unique working place but they cannot ignore it. Seyfarth (1996, p. 244) points out four typical issues which stir up conflicts: “(1) application and interpretation of rules and policies; (2) allocation of resources and privileges; (3) duties and responsibilities of employees; and (4) assessment of employee performance.”

Americans set a high value upon contracts. When a conflict occurs, they will rely on the contract. Therefore, it is vital to have certain effective procedures in the contract. A grievance procedure in a contract plays a major role in resolving conflict smoothly.

2. Outline of Conflict Resolutions
In general, conflict resolutions for schools in the USA have three phases; the first is an informal procedure, the second is a formal procedure for the involved, and the third is arbitration. The second procedure usually has two or three steps before the arbitration. This process is called a grievance procedure and it is specifically written in a contract or an agreement for the school staff in the USA. Some of the contracts and agreements can be seen on the Internet. Therefore, anybody that is interested can gain access to the contents. This is one of the prominent characteristics of schools in the USA.

Even though there is a prescribed procedure for conflict, this does not necessarily mean it is easy to solve the problem. Conflict tends to make us lose our composure and forces us to become emotional. However, in order to resolve the conflict, we have to control emotions and try to be reasonable. It is very important to see the problem objectively and to focus your attention not on the people involved but on the problem.

According to Seyfarth (1996, p. 245), it is very useful to consider the following steps when we are trying to focus on the problem.
1. Clarify and discuss issues in the conflict.
2. Search for shared values.
3. Explore possible solutions.
4. Select a solution that satisfies those with a stake in the outcome.

Seyfarth (1996, pp. 246-247) also points out the three principles you should remember in the conflict resolution:

First, the chosen solution should be one that benefits the largest number of people and results in inconvenience or harm to the smallest number.... The second principle holds that the preferred solution is one that helps the organization achieve its mission.... A third principle that can be used to guide parties attempting to resolve conflict is to recognize that most individuals are motivated by self-interest but that they also value membership in the group and try to avoid violating group norms.

Another point I would like to note for conflict resolutions is the time it takes to solve the problem. It is very important to settle the conflict as early as possible. One of the reasons for teachers to leave school is the stress they’re suffering from. If it takes a long time to solve the problem, the teachers involved will be under great stress over a long period of time. This lowers morale, causes frustration, and affects students. We have to keep in mind that students are more sensitive than we might perceive. Moreover, an early solution will save expenses. This is very important for both parties.

In the process of the conflict resolution, the first informal talk between a teacher and his/her immediate supervisor is a good opportunity for the supervisor to create better human relations. It is crucial for the immediate supervisor to listen to the grievant respectfully and to try to resolve the conflict before the more official procedure. The supervisor needs to listen to the grievant with empathy, otherwise the grievant will lose his/her trust in the supervisor. And it will not be long before the other staff members will know about it and their trust will also disappear. Snowden and Gorton (1998, p. 97) point out as follows: “In this early stage of working with the parties to a conflict, it is extremely important for the administrator to develop and maintain an attitude of acceptance and trust on the part of all concerned.”

Schools in Japan usually have no written agreement for grievance procedures. Needless to say, there are teachers' unions. However, the Japanese people think highly of working in harmony with others. Therefore, they try to solve problems informally and as inconspicuously as possible. This procedure sometimes takes a long time as it can be easily imagined.

Generally speaking, in American schools, when a problem is not solved through informal meetings, the next steps are prescribed in the official contract or agreement. This will help speed up its process.

Yet, it is true that grievance procedures in the USA do not always work effectively. As Seyfarth (1996, p. 247) points out, the areas where they usually work well are “disputes
about work rules, leave time, and job duties," but they show less effectiveness for "the types of conflict that are encountered in schools with site-based management."

Schools with site-based management (SBM) are increasing in the USA. In the schools with SBM, it can be said that conflict resolutions have some similarities to those of Japanese schools. Seyfarth (1996, p. 247) illustrates as follows: "In schools with SBM, disputes are resolved through informal discussion, operation, and compromise. The search for solutions usually takes into account the interests of teachers, students, and parents." It can safely be said that this is the most common way of solving problems in Japanese schools.

It is clear that there are a lot of ways to resolve conflict. To borrow an argument from Snowden and Gorton (1998, p. 101), "Although conflict has been studied by many scholars, there still appears to be no single proven method or formula for preventing or resolving discord." However, their description for conflict resolution (pp. 101–102) is very thought-provoking. The summary of their assertion is as follows:

1. Conflict is often inevitable in an educational organization and, to some extent, it may indicate that important changes are being introduced, considered, or implemented.
2. Disruptive, continuous, or pervasive conflict is a sign that all is not well within the organization. This type of conflict is deleterious to the emotional health of those involved.
3. Emotions are as important to consider in dealing with a conflict as are facts. To resolve the conflict, a sufficient understanding of the way people feel about the issues and about the other parties involved is necessary.
4. The "win or lose" philosophy has no place in conflict resolution. To the greatest extent possible, the final resolution of a conflict should advance the interests of all of the parties.
5. The process of conflict resolution should not end at the time of final resolution. Hurt feelings may still exist. The administrator's attention is required for those people.
6. A sense of humor, perspective, and a belief in the innate good intentions of most people are important to the resolution of conflict.

3. Grievance Procedures

3.1 Outline of Grievance Procedures

When there is a problem to be solved at schools in the USA, the parties involved are supposed to follow the grievance procedure in the contract or agreement. Grievance procedures are carried out based on grievance clauses in it and the following are usually prescribed (cf. Seyfarth, 1996): (1) a definition of grievance, (2) who may initiate a grievance, (3) deadlines for filing and processing complaints, (4) the procedural step, and (5) the final step (which is usually binding arbitration). The details of the concrete examples of
grievance procedures for schools in the USA will be discussed in the next section.

In general, grievance procedures have three or four steps. If the grievant is not satisfied with the result at the first step, he/she proceeds to Step 2. If Step 2 does not satisfy him/her, he/she proceeds to Step 3. The higher the grievant proceeds, the higher the involved organization will be. For the best interest of those concerned, it is best for a conflict to be resolved at the lowest level. Seyfarth (1996, p. 250) points out as follows:

For the district, each complaint that proceeds beyond Step 1 represents additional costs and increased risk of arousing antiadministration sentiment. Teachers incur both emotional and monetary costs in pursuing a grievance and so have an equally strong interest in reaching an early settlement.

A designated form is usually provided for the filing of a grievance. Necessary information such as a date of occurrence of the alleged event, a statement of the specific alleged violation, misinterpretation or misapplication involved, and relief sought must be provided.

### 3.2 Examples of Grievance Procedures

What follows are examples of grievance procedures for schools in the USA that were gathered from the Internet and their summaries and a few suggestions. The following examples show that it depends on the contract whether the first informal talk with the immediate supervisor is prescribed as the precondition for the first step or it is included in the steps taken in the formal procedure. It is also shown by the following summaries that time-limit provisions are part of each procedure and the union’s involvement is specified.

#### 3.2.1 Contract Between Pasco County School District and the United School Employees of Pasco, FEA/United, AFT, AFL-CIO, 1997–2000

The grievance procedure in this contract is summarized as follows:

**Step One:** Any teacher who feels that he/she may have a grievance may first discuss the grievance with the principal, either directly or accompanied by the Union representative, with the object of solving the matter informally.

**Step Two:** If the grievance is not resolved satisfactorily, the formal grievance in writing may be submitted to the immediate supervisor, the Union, and the Superintendent. A formal grievance shall be filed no later than twenty days after the grievant knew or could reasonably have been expected to know of the occurrence giving rise to the grievance. Within five days after the receipt of the formal grievance, the principal shall hold a formal hearing on the grievance. Within five days after the hearing, the principal shall communicate his/her decision in writing together with supporting reasons.

**Step Three:** If the grievance is not resolved satisfactorily, the grievant and/or Union may appeal within five days to the Superintendent of Schools. The appeal shall be in writing. Within ten days after the receipt of the appeal, the Superintendent shall hold a hearing on the grievance. Within five days after the hearing
on the appeal, the Superintendent shall communicate his/her decision in writing together with supporting reasons.

Step Four: If the grievance is not resolved satisfactorily, the Union may appeal the grievance within five days to the Board. The appeal shall be in writing. The Union may waive this step for any grievance filed. If this step is waived, the grievance may be appealed directly to Step Five upon mutual agreement of the Board and the Union if no satisfactory resolution has been reached at Step Three. Within fifteen days after receipt of the appeal, the Board shall hold a hearing. Within fifteen days after the hearing on the appeal, the Board shall communicate its decision in writing together with its supporting reasons.

Step Five: If a grievance is not resolved satisfactorily at Step Four, the grievant, through the Union, may appeal within five days directly to the American Arbitration Association for binding arbitration. The arbitrator shall be selected through procedures and governed by the rules established by the American Arbitration Association. The decision and award of the arbitrator shall be in writing and shall set forth opinions and conclusions on the issues submitted to him/her at the time of the hearing. The decision of the arbitrator shall be final and binding.

This summary shows that there are five steps in this grievance procedure. The informal discussion with the principal is included in Step One in this procedure. In order to establish comparison with the other procedures, it is useful to note that the time allotted from the first written grievance in Step Two to the filing of the grievance for arbitration in Step Five takes 70 days at most. It is rather long, but may be necessary considering that the procedure has five steps.

The contract clearly shows the role of the Union, which provides security and support to its members.

3.2.2 The Negotiated Agreement Between the Board of Education of the Albuquerque Municipal School District Number 12 and the Albuquerque Teachers Federation, 2001–2002\textsuperscript{2}

In summary, the grievance procedure in this agreement is as follows:

No grievance shall be initiated at Level One unless it has been discussed by the aggrieved party with the immediate supervisor prior to filing. A grievance shall be filed at Level One if the remedy sought is within the authority of the principal. If it is a remedy on which the principal has no authority, it shall be filed at Level Two. The aggrieved must file a written grievance within ten workdays of the act or discovery of the act that caused the grievance. Failure to file the grievance within the time limits specified shall result in the dismissal of the issues. Failure to submit the decision in writing within ten workdays will cause the grievance to proceed automatically to the next level.

Level One: The aggrieved party shall submit the grievance in writing to the
teacher's immediate supervisor. The immediate supervisor shall, within ten work-
days after presentation of the grievance in writing by the aggrieved, submit to the
aggrieved the immediate supervisor's decision in writing.

If the aggrieved is not satisfied with the disposition of the grievance, the
aggrieved may appeal the decision to Level Two within ten workdays of receipt of
the decision by filing said appeal with the Office of Employee Relations.

Failure to appeal the grievance within ten workdays after receipt of the
response shall result in dismissal of the grievance. In the event a teacher believes
it to be necessary to have a Federation representative present at a Level One
grievance meeting, such request shall be made in advance and through the Office
of Employee Relations.

Level Two: The Superintendent or designee shall meet with the aggrieved
and/or representative of the Federation within ten workdays after receipt of the
appeal of the Level One decision by the office of Employee Relations in an effort
to resolve said grievance.

The Superintendent or designee shall, within ten workdays after such meeting
provided above, render the decision in writing setting forth the decision and
reason(s) therefore and shall transmit same to all parties.

If the Federation and the aggrieved party are not satisfied with the disposition
of the grievance, the aggrieved party may appeal the grievance to Level Three.
Failure to appeal the grievance within fifteen workdays after receipt of the re-
sponse to Level Two shall result in dismissal of the grievance.

Level Three: A grievance appealed to this level shall be heard by an Arbitra-
tor. The Arbitrator shall schedule the hearing as soon as possible following
acceptance of the appointment. The parties agree to make available all pertinent
nonprivileged information in their possession or control which is relevant to the
issues raised by the grievance. The Arbitrator may establish the rules of proce-
dure. The Arbitrator's report shall be prepared and submitted in writing only to
the Board and aggrieved, within thirty calendar days after the first meeting, and
shall set forth the findings of the fact, rationale, conclusions, and the determination
on the issues submitted.

The determination of the Arbitrator on matters set forth in this Agreement
shall be final and binding. The determination of the Arbitrator shall be acted
upon within thirty calendar days.

The summary of this agreement shows the grievance procedure in this district is
carried out quite rapidly compared with the former. In the agreement, there are actually
four steps, including one at which the grievant has to discuss the matter with the
immediate supervisor prior to filing. Again, the time factor is crucial. The time allotted
from the first written grievance in Level One to filing the grievance for arbitration in
Level Three is 55 days at most. In addition, according to this agreement: "A grievance
shall be filed at Level One if the remedy sought is within the authority of the principal. If it is a remedy on which the principal has no authority, it shall be filed at Level Two." Therefore, Level One can be skipped if the principal has no authority. This will save considerable time. It is safe to say this agreement is very effective in terms of the time. Seyfarth (1996, p. 247) points out that "The grievance procedure is intended to prevent work stoppages by providing a means for employees to have their complaints heard without the time and expense that are required by courts of law."


The grievance procedure in this contract is summarized as follows:

A grievance must be filed as soon as practicable after the grievant learns the facts which are the basis of the grievance. In no case shall a grievance cite as an alleged violation, misinterpretation, or misapplication a specific act which occurred more than thirty days previous to the filing of the written grievance. If, however, a teacher is disabled or otherwise physically incapable of filing a grievance within this period, an extended time limit of up to ninety days shall be allowed.

It is the desire of the Federation and the Board to limit the number of formal grievances filed. To this end, both parties agree to encourage attempts to informally resolve grievances before invoking the grievance procedure.

Stage 1: If it is determined that a grievance should be filed, the grievant must file with the supervisor a completed Grievance Report in accordance with the aforementioned time limits. The alleged violation(s) as set forth in the Grievance Report shall control the scope of the grievance from Stage 1 through and including Stage 4. The supervisor shall meet with the grievant in an effort to resolve the grievance. The supervisor shall indicate the disposition of the grievance within fourteen days after the filing of the grievance by completing Stage 1 of the Grievance Report and returning it to the grievant.

Stage 2: If not satisfied with the disposition of the grievance at Stage 1, the Federation may file within seven days Stage 2 of the Grievance Report with the Assistant Superintendent, Personnel. The Assistant Superintendent, Personnel, shall meet with the grievant. Within fourteen days after the filing of the grievance at Stage 2, the Assistant Superintendent, Personnel, shall indicate the disposition by completing Stage 2 of the Grievance Report and returning it to the grievant.

Stage 3: If not satisfied with the disposition of the grievance at Stage 2, the Federation may file within seven days Stage 3 of the Grievance Report with the Superintendent. The Superintendent or his designated representative shall meet with the grievant. Within twenty-eight days after the filing of the grievance at
Stage 3, the Superintendent or his designated representative shall indicate the disposition by completing Stage 3 of the Grievance Report and returning it to the grievant.

Stage 4: If the Federation is not satisfied with the disposition of the grievance or lack of disposition of the grievance by the Superintendent or his designee, the Federation may submit the grievance to the American Arbitration Association. The Federation may give notice of its intent to do so in writing to the Superintendent within fifteen days of the receipt of the written disposition by the Superintendent or his designee. At any time thereafter the Employer may request in writing that the grievance proceed to arbitration, in which case the Federation shall submit the grievance to arbitration by presenting a demand for arbitration to the American Arbitration Association with a copy to the Superintendent within ten days.

The arbitration proceedings shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. Both parties agree that the award of the arbitrator shall be binding.

The summary of this contract shows that the procedure can also take a long time. Before Stage 1, as shown in the second paragraph of the summary, teachers are encouraged to attempt to informally resolve grievances before the formal grievance procedure. In effect, there are five steps in the grievance procedure. The time allotted from the first written grievance in Stage 1 to submission to arbitration just for comparison is 85 days at most. While considerable time is necessary to carefully and thoroughly investigate, the procedure should be carried out more rapidly than the time allotted.

A good point in this contract, which other counterparts do not include, is as follows (in the first paragraph of the summary): "If, however, a teacher is disabled or otherwise physically incapable of filing a grievance within this period, an extended time limit of up to ninety days shall be allowed." This shows thoughtful consideration for those teachers.

4. Conclusion

One cannot escape from conflict in our society. Schools are no exception. When a case arises, we should have a means to resolve it effectively. One of the effective means is a grievance procedure. However, as shown in the above, it may take a long time to reach an agreement. Lengthy procedures cause stress in the parties involved, lower teachers' morale, and create frustration. The most adverse effect is a negative impact on students. Thus, the emotion factor needs to be addressed as well. Resolving conflict in a timely manner is most crucial.

Most Japanese schools do not usually have formal grievance procedures like American counterparts. It is time for schools in Japan to consider adopting grievance procedures like those in the USA as an effective means to resolve conflicts.
Notes
1) See http://www.aft.org/research/models/contracts/teacher/pasco/6.HTM/.
2) See http://members.aol.com/atfunion/art3.htm/.

References