

RECENT GRIEVANCES AND ARBITRATION INVOLVING ARTICLE 3

Tab B 1 contains excerpts from the first CBA between the parties and from two recent expired CBAs and demonstrates that the Article 3 language has been in place for a very long time.

Following is a summary of several grievances and arbitration awards involving Article 3. The grievances and awards are reproduced in Tab B 2, a numbered compilation. This is not intended to be an exhaustive list, but rather to be illustrative and to provide some information and background regarding the impact of Article 3 on day-to-day District operations.

I. GRIEVANCES

With two exceptions, the grievances presented in the following list are all from 2016 to the present day.

- A grievance was filed under Article 3 on August 17, 2010 because a health room aide's work location was changed. (Page 1) Specifically, the aide was assigned to go to her former assignment four days per week and another elementary building on Thursdays for the upcoming school year. (Page 3) A meeting was held between the District's Administration and the Federation leadership to discuss the grievance, wherein "Ms. Sterrett asserted that under the current contract language found in Article 3, the district had an obligation to negotiate any change in working conditions for paraprofessionals and aides. This change of location/schedule, in her opinion, was a change in working conditions and should have been negotiated with the Federation before the schedule was in place." (Page 3) The outcome of the District wanting to send a health room aide to an elementary school one day per week was a meeting which required three page to summarize (pages 3-5) with the District agreeing to seven separate items, including the hiring of a 3/5 nurse position in order to get agreement to reassign a health room aide. (page 5)
- The District built a new High School, which students moved into in January, 2012. A grievance was filed by the Federation under Article 3 because the "nature and location of the workspace provided to the high school Computer Paraprofessionals has been altered without negotiation with the Federation." (page 6) The District's then-Superintendent, Nancy Rose, replied that the District could not have altered the workspaces because the old high school had been demolished. (page 8)
- During the 2016-2017 school year grievances were filed claiming violations of Article 3 regarding work assignments on the following dates:
 - (1) September 22, 2016 (page 10)
 - (2) December 5, 2016 (page 13)

- (3) December 21, 2016 (page 16)
- (4) January 16, 2017 (page 17)
- (5) January 16, 2017 again (page 18)
- (6) January 16, 2017 again for a third grievance (page 19)
- (7) February 13, 2017 (page 26)
- (8) February 13, 2017 again (page 27)

Grievances (4), (5) and (6), above, were taken to arbitration by the Federation (pages 23-25).

- During the 2017-2018 school year grievances were filed claiming violations of Article 3 regarding work assignments on the following dates:

- (1) August 8, 2017 (page 29)
- (2) October 13, 2017 (page 31)
- (3) January 25, 2018 (page 33)
- (4) April 2, 2018 (page 36)

- During the 2018-2019 school year grievances were filed claiming violations of Article 3 regarding work assignments on the following dates:

- (1) September 17, 2018 (page 37)

II. ARBITRATIONS

- 2004: Arbitrator Christopher Miles arbitrates a grievance over scheduling of health room aides. Despite contractual language defining work year and regular hours for part-time and full-time employees and reserving the right of principals to set work start time, grievance is granted in part because "...Article 3 prohibits the School District from taking "any action affecting working conditions of any bargaining unit member without prior negotiation and agreement with the Federation." (page 44)
- 2017: Arbitrator Atul Maharaja arbitrates a grievance over the assignment of a Federation employee to act as a nurse on a bus for a child who required a nurse's constant presence. "Therefore, with respect to the language and requirements of Article 3 of the Collective Bargaining Agreement, the District failed to comply with its contractual obligations to negotiate with the Federation prior to making a change, whereby it assigned driving duties from the CSN unit to the HSN unit and increased the hours of work for each day an HSN member provided coverage for the student day." (page 70)