

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between the Garfield Heights City School District Board of Education ("Board") and the Garfield Heights Teachers Association ("Association" or "Union") this _ day of October, 2015.

WHEREAS, the Association and Board are parties to a collective bargaining agreement effective July 1, 2014, through June 30, 2017 ("Labor Contract"); and,

WHEREAS, the Association and Board desire to modify provisions of Article IV titled *Grievance Procedure* during the remainder of the term of the Labor Contract.

NOW, THEREFORE, the Association and Board (the "Parties") agree as follows:

- I. The Parties agree that from the date of execution of this MOU, through June 30, 2017, the following provisions of the Labor Contract in Article IV titled *Grievance Procedure* shall be replaced with the following language:

4.32 The Association President shall receive notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on the Grievance Form (contained within this Article) setting forth the decision and the reasons therefore, and will be transmitted promptly to all interested parties and to the administrator involved.

4.52 Level II: (Formal)

4.521 If the grievant is not satisfied with the results of Level I or is unable for cause beyond his/her control to discuss the matter with his/her principal or immediate supervisor within the time limit prescribed in this Article, he/she may begin formal procedure by submitting the formal grievance on the Grievance Form (contained within this Article) to his/her principal or immediate supervisor. Within five (5) days of receipt of the form the principal or immediate supervisor shall make a written decision, on the Grievance Form (contained within this Article). The decision reached at this meeting will be recorded in Level II of the Grievance Form and signed by both parties.

4.53 Level III: (Formal)

4.531 If the grievant is not satisfied with the results of Level II, he/she may continue the formal procedure by again submitting the formal grievance to

the Superintendent or his/her designee. Within five (5) days of receipt of the form, the superintendent or his/her designee shall make a written decision. The decision reached at this meeting will be recorded in Level III of the Grievance Form and signed by both parties.

2. The Parties agree that from the date of execution of this MOU, through June 30, 2017, the following provisions shall be included in Article IV titled *Grievance Procedure*:

4.37 If the Association Executive Committee and/or GHSA Grievance Committee chooses not to pursue a grievance to the next step, the grievance shall be considered resolved based upon the disposition made at the preceding step, even in the event the grievance was filed by an individual who desires to move the grievance to Level II or Level III.

4.55 Optional Level — FMCS Mediation

4.551 The Association and District may mutually agree to add a Level after proceeding to Arbitration under Level Four — FMCS Mediation. In this situation, the parties shall mutually notify FMCS and secure an FMCS Mediator to convene a mediation session for the parties to explore whether an amicable resolution of the Grievance is possible. The Association and District agree that a Level IV arbitration will be held in abeyance if the parties agree to FMCS Mediation under this section. If either party no longer desires to mediate the matter or mediation is unsuccessful, the arbitration will be promptly scheduled.

4.552 An FMCS mediation session under this Section shall be held at a date/time/location which is mutually agreed upon by the Superintendent and Association President.

4.553 The Association and Board may agree to use this optional level prior to initiating any unfair labor practice or lawsuit in state or federal court against the other respective party.


3. The Parties agree that the Grievance Form attached as Tab A hereto, shall replace the Grievance Form in the Labor Contract and shall be used from the date of execution of this MOU, through June 30, 2017.

All other provisions and subprovisions of the Labor Contract contained in Article IV titled *Grievance Procedure*, which are not replaced or modified by this MOU, shall remain in full force and effect from the date of execution of this MOU.

4. This MOU is made on a non-precedent setting basis.


5. This MOU will remain in effect through negotiations for a successor agreement.

FOR THE DISTRICT:



Terrance Olszewski, Superintendent
Date: 10/21/15

FOR THE ASSOCIATION:



N. Douglas Sommers, Union President
Date: 10/21/15

GRIEVANCE FORM

Grievance No.

Grievant(s):

☐ GHTA confirms this is a class action grievance.

Building(s):

Date of incident(s):

Date informal meeting held with principal:

Statement of Grievance:

What section(s) of the contract do you believe has been violated?

What is the resolution you request?

Signature of Grievant(s)

Date:

Signature of GHTA Grievance Representative

Date:

Date of filing at Level II: (to be completed by principal):

Signature of Principal

Grievance No.

Level II Decision:

Signature of Principal

Date:

Date Level II decision provided to grievant:

Signature of Grievant(s)

Date:

Signature of GHTA Grievance Representative

Date:

Grievance No.

The grievant was not satisfied with the results of Level II and submits this grievance at Level III.

Signature of Grievant(s)

Date:

Signature of GHTA Grievance Representative

Date:

Date of filing at Level III: (to be completed by superintendent/designee):

Signature of Superintendent/designee

Grievance No.

Level III Decision:

Signature of Superintendent/designee

Date:

Date Level III decision provided to grievant:

Signature of Grievant(s)

Date:

Signature of GHTA Grievance Representative

Date: