



# Washington Teachers' Union

## WTU – DCPS Contract Talks Update

### **Examples of Sample WTU Contract Language Currently under Consideration for an Expedited Grievance Process**

#### **Alachua County Education Association, AFT Local 3749 [Florida] 2012-2015**

##### Article VII. Grievance Procedures

##### Section 13.

Expedited Conference: If a grievance is filed which cannot be processed prior to the end of the fiscal term and which, if not resolved, could cause irreparable harm to the grievant, the Association or grievant may request an expedited conference. Such a request will be granted. An expedited conference will begin at Level II, will be given priority over other grievances, and will not be unreasonably delayed.

#### **Belgrade-Broten-Elrosa Education Association, AFT Local 7017 [Minnesota] 2013-2015**

##### Article XIV Discontinuance of Teaching Positions, Layoff, and Recall (Unrequested Leave of Absence)

##### Section 3. Establishment of Seniority List:

A seniority list shall be established and maintained yearly by the superintendent. The superintendent shall be responsible for distributing a copy of the original seniority list to the president of the exclusive representative and for posting copies in all main offices and faculty lounges between October 15 and November 1 of each school year. Such seniority list must be challenged within ten (10) days of the posting of the list; if not challenged within ten (10) school days from distribution, it shall become the official seniority list. Any unresolved challenge to the original seniority list shall constitute a grievance. Any such grievance shall automatically go to the arbitration step of the grievance procedure, and an expedited hearing shall be conducted. Subsequent challenges must be initiated by November 15 of that year. The superintendent shall send the official list of seniority to the president of the exclusive representative within ten (10) days of the resolution of all challenges.



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## **Broward Teachers Union, AFT Local 1975 [Florida]** 2013-2016

### Article 34 Grievance Procedure

M. Expedited Arbitration: On a case-by-case basis, the parties may mutually agree to utilize an expedited arbitration procedure. The parties shall select the arbitrator through lists furnished by American Arbitration Association and the hearing shall be conducted under their rules and regulations for expedited arbitration.

## **Chelmsford Federation of Teachers, AFT Local 3569 [Massachusetts]** 2013-2016

### Article 1 Recognition

#### 14-06 Reduction in Force:

g. Any employee(s) released as the result of action taken under this section shall be eligible for recall under the following conditions:

1. The School Department shall maintain a complete list of all such employees.
2. The employee's name shall be maintained on the recall list until September 1, two (2) years next following the date the employee was voted to be released by the school system.
3. Provided that the employee is still on the recall list in accordance with the procedures set forth in the paragraph below, the most senior employee on the recall list who is certified to teach the subject where a vacancy occurs shall be appointed to that vacancy, unless the employer believes that such employee, notwithstanding certification, is demonstrably unqualified to be appointed to such vacancy. In that event the Superintendent shall not appoint such employee and shall be required to notify such employee and the Union in writing of this decision. In such event, the Union may file with the American Arbitration Association for expedited arbitration, with consent of employee, without recourse to the grievance procedure within 30 calendar days following the receipt by the Union of the copy of the notice. The burden of showing by a fair preponderance of the evidence the reasons for the Superintendent's failure to appoint the senior certified employee(s) from the recall list, shall be upon the Superintendent. The arbitration on the merits shall be conducted in accordance with this contract except as modified procedurally by the rules of the American Arbitration Association for expedited arbitration when elected.



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4. The notified person must respond in writing within fourteen (14) calendar days to the Superintendent, the said fourteen day period being calculated from the date of postmark on the letter of notification.
5. Any employee recalled shall, upon return to the school system, be entitled to all rights and benefits including but not limited to PTS, seniority, and sick leave accumulation that he/she held at the time of the layoff, and shall be placed on the salary schedule at the step to which the employee would otherwise be entitled.

## **Cincinnati Federation of Teachers, AFT Local 1520 [Ohio]** 2014-2016

### Article 300 Grievance Procedure

#### g. Expediting Grievance

Grievances shall be expedited. Every effort shall be made to resolve grievances prior to the end of the school year in which the grievance was filed. The time limits specified may be extended by mutual agreement.

## **Cleveland Teachers Union, AFT Local 279 [Ohio]** 2013-2016

### Article 6 Problem Resolution, Grievance Procedure and Time Limits

C. Expedited Arbitration. The Union has the right to demand expedited arbitration for any non-class action issue which it deems necessary because the time frame is so short that the normal arbitration procedure would be untimely. Upon such declaration, the Union and the District will make immediate (within twenty-four [24] hours) arrangements with the American Arbitration Association for the expedited arbitration procedure and such procedure shall begin as soon as the American Arbitration Association, or any other mutually agreed upon agency or individual, can initiate a hearing. It shall be the specific request of both the Union and the District to have a decision within seven (7) days of the hearing. Class action grievances may be expedited by mutual agreement between the Union and the District. A non-class action issue shall be defined as an issue which impacts on five (5) or fewer bargaining unit members.

D. Arbitration Tribunal. Both the Union and the District may designate up to two (2) grievances each per school year for submission to an arbitration tribunal. Upon written mutual agreement of the Union and the District, additional grievances may be submitted to an arbitration tribunal. An individual or a panel of individuals not to exceed three (3) in



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number, has the authority to render judgment about a grievance. Any person or panel so agreed upon can be given the authority to render a decision as binding as that of binding arbitration. The conditions of the presentation shall be mutually agreed to by the Union and the District, and it shall be done within the same time frames as expedited binding arbitration, as prescribed in this Agreement. If there is a panel, it is necessary that two (2) of the three (3) individuals comprising the panel come to agreement on the disposition of the grievance. The Union and the District agree this step is a form of binding arbitration and the final step of the grievance procedure if it is chosen.

## Article 10 School Organization and Teaching Assignments

### Section 1. Class Size and Organization

C. All disputes regarding oversized class compensation (both regular and special education classes for all levels) for the previous school year shall be arbitrated as an expedited class action on or about August 1 of each year.

### **Fairview Teachers Association, AFT Local 1274 [Illinois]** 2014-2018

## Article XI Grievance Procedure

### 11.5 General Provisions

H. An expedited grievance procedure can be adopted pursuant to the mutual agreement of the parties on a case-by-case basis.

### **Newtown Federation of Teachers, AFT Local 1727 [Connecticut]** 2013-2016

## Article 8 Grievance Procedure

### 8.3.15 Level Four - Arbitration

8.3.15.1 If a grievance is not settled at Levels One, Two or Three only, the Federation may submit, if the grievant so directs in writing and the Executive Council approves, the grievance to final and binding arbitration before an arbitrator selected in accordance with the Voluntary Rules of Labor Arbitration of the American Arbitration Association, provided that, such submission is made within ten (10) days after the decision was rendered or should have been rendered at Level Three and, provided further, such grievance may be arbitrated under the American Arbitration Association's expedited rules if the parties mutually agree to do so, such agreement not to be unreasonably withheld by either party.



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8.3.15.2 The arbitrator shall hear only one grievance at a time. The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement. The fees and expenses of arbitration shall be borne equally by the parties.

8.3.15.3 The Federation agrees that the decision of the arbitrator shall be final and binding, and that this grievance procedure shall be the sole and exclusive means of resolving claims which are encompassed within the definition set forth in Section 8.1.1.

## **United Educators of San Francisco, AFT Local 61 [California] 2014-2017**

### Article 19 Grievance Procedure

#### 19.8.5 Expedited Arbitration Option

19.8.5.1 Within the time permitted for requesting arbitration pursuant to Section 19.8.3.1, the parties may mutually agree to submit the matter for expedited arbitration.

19.8.5.2 Expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, who shall serve until the parties mutually agree to remove her or him or for twelve (12) months, whichever comes first. Not later than August 31 of each year, the Senior Executive Director of Labor Relations, or successor, shall propose a twelve (12) month schedule with monthly expedited arbitration hearing dates and including all other relevant timelines and deadlines.

19.8.5.3 At least ten (10) business days prior to the expedited arbitration hearing, the parties shall exchange a list of witnesses each intends to call as well as any documents or other material the party expects to be introduced and which has not previously been provided to the other party. Additional witnesses and additional documents and/or material may be added to the list so long as names of witnesses, copies of documents and/or other materials are provided to the other party no less than two (2) business days prior to the hearing. Other witnesses may be called and documents and/or materials presented solely at the discretion of the arbitrator.

19.8.5.4 The arbitrator shall hear a maximum of four (4) grievances for each scheduled day of hearings. Each grievance shall have a two hour and forty minute time limit, with each party having ten (10) minutes to present an opening statement and ten (10) minutes to provide a closing statement. Further, each party shall have one (1) hour to present its case for the grievance or in defense of the decision at Step 2. The time limits may be modified by mutual agreement of the parties or at the discretion of the arbitrator.



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19.8.5.5 During the hearing, the following shall be prohibited: attorneys, written briefs, court reporters and electronic transcription.

19.8.5.6 Absent exceptional circumstances as determined by the arbitrator, he or she will issue oral decisions at the close of the hearing. Written summary awards shall be provided by the arbitrator to the parties within twenty (20) days following the hearing.

19.8.5.7 Decisions of the arbitrator shall be binding and final and shall not constitute precedent in other cases.

19.8.5.8 Each party shall bear its own expenses in connection with the expedited hearing process. Except as noted below, the parties shall share all fees and expenses of the arbitrator equally.

19.8.5.9 Only arbitrators who agree to the following provisions shall be used for expedited arbitration: For days with one or two arbitrations, the arbitrator shall be paid 50% of her or his fee. For days with three or four arbitrations, the arbitrator shall be paid 100% of her or his fee. Arbitration hearing days cancelled fourteen (14) or more days before the hearing date shall incur no fees whatsoever. Cancellation of thirteen (13) days or less and that incur a fee imposed by the arbitrator shall be fully paid by the party requesting or causing the cancellation.

19.8.5.10 If one party fails to appear for a scheduled arbitration hearing that has not been cancelled, the hearing will be held and the party present shall present its case. The arbitrator shall issue an oral decision at the close of the hearing based solely on the information presented at the hearing. Written summary awards shall be provided by the arbitrator to the parties within twenty (20) days following the hearing.