

ARTICLE 17

GRIEVANCE PROCEDURE

17.1 DEFINITIONS

17.1.1 Individual Grievance – An individual grievance is a formal written allegation by the Association or a bargaining unit member that the bargaining unit member has been adversely affected by an alleged violation, misinterpretation or misapplication of this Agreement.

17.1.2 Class Grievance – A class grievance is a formal written allegation signed by more than one (1) bargaining unit member who has been personally and adversely affected by an alleged violation, misinterpretation or misapplication of this Agreement.

(A) Though all grievants included must be identified as a class, the grievance process may be carried out by one (1) grievant on behalf of the whole group.

(B) When a class grievance is declared by the Association, the resolution (relief sought) shall be applicable to all affected bargaining unit members.

17.1.3 Days – Days shall mean working days during which the bargaining unit member is required to be in attendance.

17.2 PROCEDURE

17.2.1 This procedure must be initiated within twenty (20) days following the act or occurrence upon which the alleged grievance is based or within twenty (20) days of the date the bargaining unit members should reasonably have known of the act or occurrence. By written mutual agreement of the district and the association, the grievance may proceed without interruption during summer recess and other periods of time when the grievant is not required to be in attendance.

17.2.2 Informal Level – Before filing a written grievance, the grievant shall attempt to resolve the matter by an informal conference with the administrator whose action or inaction constituted the violation, misinterpretation or misapplication of this agreement as alleged by the grievant.

17.2.3 Step 1 – If the matter is not resolved at the informal conference, the grievant may, within five (5) days following the informal conference, present their grievance in writing to the administrator with immediate administrative responsibility for the position to which the bargaining unit member is assigned. The administrator will answer the grievance in writing within fifteen (15) working days after receipt of the grievance form.

17.2.4 Step 2 – In the event the grievance has not been satisfactorily settled at Step 1, the grievant may appeal the decision on the form provided by the District to the Superintendent, or designee, within five (5) working days after receiving the response in Step 1.

(A) The Superintendent, or designee, will attempt, within five (5) working days; but no later than ten (10) working days after receipt of the grievance form, to communicate their decision in writing. In the event that the Superintendent, or designee, or the

grievant requests a conference, the five (5) or ten (10) day period will run from the completion of the conference.

- (B) If the grievance is resolved, or if the grievant does not wish to take further steps, the case is closed.

17.2.5 Step 3 – In the event the grievance has not been satisfactorily settled at Step 2, the bargaining unit member may do one of the following.

- (A) The grievant may appeal the decision to the Board of Education within ten (10) working days after receiving the response in Step 2.

- (1) The Board shall consider the grievance and render a decision within ten (10) working days after its first regular meeting following official receipt of the grievance.

- (2) Upon request by the grievant, the Board will conduct an informal hearing in closed executive session. If no request is made, the Board will render a decision based upon a review of written documents developed in Steps 1 and 2 of the Grievance Procedure.

- (3) Grievances may be considered by the Board of Education, as a whole, or by a committee of the Board, as determined by the Board.

- (B) As an alternative to Step 3, the Association, within ten (10) days after receiving the response to Step 2, may submit the grievance to mediation.

- (1) Within ten (10) days after submitting the request for mediation, the Association shall submit a written request to the California State Conciliation Service for the immediate appointment of a mediator.

- (2) As soon as practicable, the mediator will meet the grievant, association and district for the purpose of resolving the grievance.

- (3) Mediation shall be limited to one (1) day unless the parties agree to extend mediation beyond one (1) day.

- (4) The function of the mediator shall be to assist the parties to achieve a mutually agreeable resolution of the conflict, dispute or disagreements from which the grievance arose.

- (a) If a satisfactory resolution of the grievance is achieved through mediation, the parties to the grievance shall sign a written statement setting forth the parties' agreement and waiving rights to any further appeal.

- (b) If no satisfactory resolution of the grievance is reached through mediation, the association may submit the grievance to arbitration pursuant to Section 17.2.6.

- (5) No agreement reached pursuant to Section 17.2.5 B shall be a precedent for any other grievance under this Collective Bargaining Agreement.

(6) The cost of mediation shall be borne equally by the district and the association.

17.2.6 Step 4 – If the grievant is not satisfied with the disposition of the grievance at Step 3, or if no written decision has been rendered within the applicable time limits, the Association may, within ten (10) working days after a written decision is rendered or should have been rendered, by written notice to the Superintendent, elect to submit the grievance to arbitration.

In the event the parties are unable to mutually agree upon an arbitrator, they shall request that the California State Conciliation Service submit the names of a panel of seven (7) arbitrators to both parties. Upon receipt of the list of names, the parties shall alternately delete an arbitrator's name from the list until only one (1) arbitrator's name remains. The arbitrator whose name remains shall be the arbitrator for the grievance under consideration.

(A) In the event the parties are unable to mutually agree upon an arbitrator, they shall request that the California State Conciliation Service submit the names of a panel of seven (7) arbitrators to both parties. Upon receipt of the list of names, the parties shall alternately delete an arbitrator's name from the list until only one (1) arbitrator's name remains. The arbitrator whose name remains shall be the arbitrator for the grievance under consideration.

(B) The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, conclusions and decisions.

(C) The arbitrator's authority shall be limited to deciding the issue submitted by the parties, and shall have no power or authority to add to, subtract from, alter, delete, amend or modify the terms of this Agreement.

(1) Should the arbitrator determine that time limits were exceeded, the arbitrator shall not have the authority to hear the grievance(s) without mutual agreement of the parties.

(2) The decision of the arbitrator shall be final and binding upon the parties.

(D) All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses, transcript and the cost of any hearing room, will be borne equally by the District and Association. All other costs will be borne by the party incurring them.

17.3 MISCELLANEOUS

17.3.1 A bargaining unit member may be self-represented at all stages except Step 4 (Section 17.2.6) of the grievance procedure, or, at the bargaining unit member's option by a representative selected by the Association.

17.3.2 If the bargaining unit member is not represented by the Association, the District shall not agree to a resolution of the grievance until the Association has received a copy of the

grievance and the proposed resolution and has been given the opportunity to file a response.

- 17.3.3 Decisions rendered at Steps 1 and 2 of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each step shall begin the day following receipt of written decision by parties in interest.
- 17.3.4 When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, the representative will, upon notice the representative's Principal or immediate supervisor by the President of the Association, be granted release time without loss of pay in order to permit participation in such meetings or hearings. Witnesses will be accorded the same right.
- 17.3.5 All documents, communications, and records dealing with the processing of grievance will be filed in a separate grievance file. Site grievance files will not be retained for nor transferred to successor site administrators, except that nothing contained in this provision shall prohibit any administrator from retaining in their possession any document of which the administrator is the maker.
- 17.3.6 Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent, or designee, and the Association so as to facilitate operation of the Grievance Procedure. The costs of preparing such forms shall be borne by the District.
- 17.3.7 For the protection of the bargaining unit member and the District, all grievance proceedings shall be kept confidential, as may be appropriate, at all levels of the procedure.
- 17.3.8 The time limits specified in these procedures may be reduced or extended in any specific instance by a written agreement of the parties involved.
- 17.3.9 Failure by the grievant to meet time limits specified herein shall constitute a waiver of the grievance.
- 17.3.10 If a grievance arises from the action of an authority above the Principal level, the bargaining unit member may present their grievance at the appropriate step.
- 17.3.11 If any step of the grievance procedure is not followed by the administrator handling it, the grievance automatically proceeds to the next step.
- 17.3.12 The District shall not impose or threaten to impose reprisals on bargaining unit members because of their participation in a grievance proceeding.