

ARTICLE VIII
GRIEVANCE PROCEDURE

A. Definitions

1. A "Grievance" is a claim by one or more employees or by the Association that there has been a violation, misinterpretation or misapplication of a specific provision of the Agreement, and that by virtue of said violation, misapplication or misinterpretation that the employee or Association has been adversely affected.
2. A "grievant" is the person or persons, including the Association or representative thereof, making the claim.
3. "Contractual Days" means days on which an employee is required to report to work pursuant to an annual contract of employment (See Article III - Definitions).

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right to any employee having a grievance to represent himself/herself at any step of the informal or formal levels of this procedure, or to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to state its views on the proposed adjustment prior to implementation. The Association shall be granted five (5) contractual days to submit its written reaction to the proposed resolution and said opportunity shall automatically add five (5) contractual days to the supervisory response limitation at any level of this procedure.
3. The time limits specified at each level should be considered to be maximum, and every effort should be made to expedite the process. The time limits, however, may be modified by mutual agreement.
4. In the event a grievance is submitted fifteen (15) or fewer contractual days before a vacation, and a decision is not reached before said vacation, then the grievant shall state in writing whether the grievance procedure will be continued through vacation or delayed until after vacation.

C. Representation

1. A grievant shall be entitled to Association representation at all levels of the grievance procedure beyond the Informal Level.
2. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, upon notice to the Superintendent by the President of the Association, the representative shall be released without loss of pay in order to permit participation in the foregoing activities. Any employee who is requested to appear in such investigations, meetings, or hearings as a witness shall be accorded the same right.

D. Filing of a Grievance

1. A grievance shall be filed at Level One within twenty (20) contractual days of the occurrence of the act or omission giving rise to the grievance, or within twenty (20) contractual days of when the employee could reasonably have known of the act or omission.
2. The grievant must follow time limits or forfeit his/her right to proceed further with the grievance. Except in unusual circumstances, the District shall follow the time limits or grant the resolution sought by the grievant.
3. All documents, communications and records developed for the processing of a grievance shall be filed in a separate confidential grievance file and shall not be kept in the personnel file of any of the participants.

4. Upon receipt of a grievance from a grievant, or simultaneously with delivery to a grievant, the District shall send all grievance correspondence to the Association. Delivery shall be through U.S. Mail or District mail service.
5. Forms for filing grievances, serving notices, making appeals, making reports, making recommendations, and other necessary documents, shall be prepared jointly and attached as Appendix B. Copies shall be provided at each school and work location, and copies provided to the Association so as to facilitate operation of the grievance procedure.
6. No reprisals of any kind will be taken against any participant in the grievance procedure by reason of such participation.
7. Time limits for appeal provided in each level shall begin the day following receipt of written decisions by the parties in interest.

E. Grievance process

1. Informal Process:

The employee shall discuss the claim verbally with immediate supervisor or the administrator responsible for the action or inaction, which caused the claim. If the claim is not resolved within two (2) contractual days of the discussion with the administrator, the employee may put the claim in writing as a grievance, using the grievance form (Article VIII), and file the grievance at Level One.

2. Formal Process - Level One

- a. A written grievance shall be filed following the denial of the claim at the informal level but no later than twenty (20) contractual days after the event (see Filing of a Grievance, D.1).
- b. A copy shall be sent to the Association within one (1) contractual day by the grievant.
- c. Within fifteen (15) contractual days following receipt of the written Formal Level One grievance, the responsible administrator shall meet with, and provide a subsequent written response to, the grievant.
- d. If the grievant is not satisfied with the Level One decision or has not received a response within ten (10) contractual days of the grievance meeting, he/she may appeal the decision to the Superintendent or his/her designee. Such appeal shall be within ten (10) contractual days of the written response at Level One. If the grievance is with the Superintendent, the subsequent grievance action is filed at Level Three.
- e. The appeal should include a copy of the original grievance, the decision rendered, if any, and a statement of the reason(s) for appeal.

3. Formal Process - Level Two

- a. A grievance meeting shall be held with the Superintendent/designee within ten (10) contractual days of receipt of the Level Two grievance. A written response shall be provided to the grievant and Association within ten (10) contractual days of the Level Two grievance meeting.
- b. In the event that the grievant is not satisfied with the results at Level Two, he/she may within ten (10) contractual days after receipt of the decision at Level Two, submit to Human Resources a written request for mediation of the grievance.

4. Formal Process - Level Three

- a. By virtue of the request of the grievant, submitted pursuant to Section 3. (b) Human Resources shall within five (5) contractual days after receipt of the written request submit to the California State Mediation and Conciliation Service a request for the immediate service of a mediator. Level Three of the Grievance Procedure may be waived by either the grievant or the District. Any statements, factual assertions or offers of settlement made during the mediation process, other than those already documented in Levels One and Two, shall be confidential, shall not be considered a precedence in nature, and shall not be admissible in any future court or administrative proceedings, or an additional step in the grievance procedure.
- b. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process. The mediator shall also attempt to narrow the issues of the

dispute between the parties. However, the mediator shall not have the power or authority to render a decision on the issue(s) or impose a settlement on the parties.

- c. If a satisfactory resolution of the grievance is achieved, in whole or in part, by means of this mediation process, the parties to the grievance shall sign a written statement of resolution to that effect, and thus waive the right of any party to further appeal the grievance. In the event the grievance is not resolved, the grievant may request the Association submit the grievance to arbitration.

5. Formal Process - Level Four

- a. If the Association determines to proceed to arbitration, it shall notify the District in writing within sixty (60) contractual days at the conclusion of mediation. Within ten (10) contractual days of receipt of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to service. If the parties are unable to agree upon an arbitrator within the specified period, the Association/District shall file a request to the American Arbitration Association and/or the California State Conciliation and Mediation Service for a list of seven (7) experienced school arbitrators. The selection of the arbitrator shall be by the alternate striking of names by the parties.
- b. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- c. The arbitrator's decision will be in writing and will set forth the finding of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the specific terms of this Agreement. The decision of the arbitrator will be submitted to the Association and the Superintendent and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator.
- d. All costs for the services of the arbitrator will be borne equally by the District and the Association. All other costs, except for release time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them. Costs involving a recorder and transcript shall be borne by the party requesting them. If ordered by the arbitrator, the costs shall be shared equally by the parties.

GRIEVANCE FORM

Grievant _____

Building _____

Assignment _____

Date Filed _____

Date of Informal Meeting _____

Distribution of Form:

1. Unit Member
2. Association
3. Immediate Supervisor, Level I
4. Superintendent/Designee, Level II
5. Mediator, Level III
6. Arbitrator, Level IV

=====

CHECK ONE: Level One Two Three Four

Date of cause or knowledge of grievance _____

Statement of Grievance:

Relief Sought:

Signature of Grievant

Received by District: _____

Date Received

By _____

Disposition by District:

Signature of District Representative Date

Date Disposition Signature of Grievant
Received by Grievant

(Note: If additional documents are needed, attach an additional sheet.) (Revised 5/84, 5/91)