

1 **ARTICLE 15: GRIEVANCE PROCEDURES**

2 **Section 15.1 - Definition.** A grievance shall mean a written complaint by an employee or
3 the Association that there has been an alleged violation, misinterpretation, or
4 misapplication of a provision of this Agreement. Hereinafter, the term “grievant” shall
5 include either the employee or the Association. Days, for the purposes of this Article, will
6 mean regular school working days.

7 **Section 15.2 - General Provisions.**

8 a. Every employee shall have the right to present grievances in accordance with these
9 procedures with or without representation. Nothing contained in this Article shall be
10 construed to prevent any individual employee from discussing a problem with an
11 agent of the District and having it resolved without filing a grievance as provided
12 herein.

13 b. The failure of the grievant to act within the prescribed time limits stated in this
14 Article will act as a bar to any further appeal. The failure of the District to give a
15 decision within the time limits shall permit the grievant to proceed to the next step.
16 The time limits stated herein shall not apply between the end of the traditional school
17 year and the beginning of the next traditional year when a grievant is on a traditional
18 calendar or when the grievant is off track on a YRE calendar.

19 c. In the event a unit member exercises the right to process a grievance without
20 assistance from the Association, the District shall follow Government Code Section
21 3543.

22 d. Hearings and conferences under this procedure shall be conducted at a time and
23 place which will afford an opportunity for all persons entitled to be present to attend
24 and will be held, after the regular hours of instruction or during the non-teaching
25 time of personnel involved. When such hearings and conferences are held at the
26 request of the District during the regular workday, all employees whose presence is
27 required shall be released without loss of pay for those hours they are required to
28 attend such hearings or conferences. However, the District will not release without
29 loss of pay more than one (1) representative per grievance.

30 e. Any investigation or other handling or processing of a grievance by a grievant or the

1 Association shall be conducted so as to result in no interference with, or interruption
2 of, the instructional program.

- 3 f. In the case of multiple grievances on the same issue or on similar issues, at Level II
4 or following, the District may elect to hear or respond to only one grievance. The
5 District shall then contact the Association and request that it prepare a Class Action
6 Grievance. The District shall provide the Association with copies of all grievance
7 forms thereunto pertaining and the Association shall prepare a grievance for all
8 concerned parties. The decision rendered shall be applicable to all claims on the
9 same issue, arising from the same set of circumstances.

10 **Section 15.3 - Levels**

- 11 a. Informal Level - Before filing a formal grievance, the grievant's immediate
12 supervisor shall meet with the grievant, or a representative of the Association as the
13 grievant's designee, within ten (10) days of the alleged grievable occurrence. Unit
14 members must clearly state to the supervisor that the discussion relates to an
15 informal grievance so that the nature and purpose of the discussion are understood
16 by both parties. After the meeting has taken place, the grievant or the Association
17 representative and the immediate supervisor shall sign and date the standard
18 grievance form, indicating only that the informal meeting has taken place. The form
19 shall specify the alleged contract violation before signatures are written. If the
20 meeting does not resolve the issue, or the meeting does not take place within ten
21 (10) working days, the grievance shall proceed to Level 1. If the grievant or
22 Association do not attempt to meet with the immediate supervisor for an informal
23 level meeting, then further appeal is barred as indicated in Section 15.2 (b) of this
24 Article.

- 25 b. Level I - Any employee who has a grievance may reduce such a matter to writing,
26 within fifteen (15) days after the employee has knowledge or reasonably should have
27 knowledge of the event which caused the grievance and submit it to the
28 immediate supervisor who shall meet with the employee and/or an Association
29 representative in an attempt to resolve the matter. Such meeting and a response in
30 writing by the District will be made within ten (10) days after submission of the

1 grievance into Level I.

2 c. Level II - If the grievance is not resolved in Level I, a written notice of appeal to Level
3 II shall be served to the District within ten (10) days following the disposition of the
4 grievance in Level I. Such grievance shall be discussed at a meeting with the
5 employee, an Association representative, and the Superintendent or designee,
6 and/or whomever else the Superintendent elects to be present. If the designee met
7 with the grievant at Level I, the Superintendent and/or a different designee
8 shall meet with the grievant and their representative at Level II. Such meeting and
9 response in writing by the District will be made within ten (10) days after submission
10 of the grievance into Level II.

11 d. Level III - Mediation - If the grievance is not resolved in Level II, a written notice of
12 appeal to Level III shall be served to the District within ten (10) days following the
13 disposition of the grievance in Level II. The matter may be submitted to a mediator
14 upon mutual agreement between the District and the grievant/Association. Such
15 agreement shall be reached within ten (10) days. If no such agreement is reached
16 within ten (10) days, the District or the grievant/Association may take the grievance
17 to Level IV. If there is mutual agreement, a mediator, appointed by the State
18 Conciliation Service, will hear both positions and render non-binding suggestions in
19 the hope that a solution will result. At the close of the mediation session, if a
20 settlement has not been achieved, the grievant/Association and the District
21 representative shall state such in writing.

22 e. Level IV

23 1. In the event the grievance is not settled at Level III, or there is no mutual
24 agreement to use Level III, the grievant shall have up to ten (10) days to
25 notify the Association of the unit member's request for arbitration. The
26 Association shall within five (5) days notify the District in writing of the
27 grievant's request for arbitration. Should the Association choose to submit
28 the grievance to binding arbitration, it shall notify the Superintendent of such
29 decision within thirty (30) days of the date that the Association notified the
30 District of the grievant's request for arbitration.

- 1 2. The District, within ten (10) days of the request, shall request the State
2 Conciliation Service to supply a list of five (5) names of persons
3 experienced in hearing grievances in public schools. The Association and the
4 District shall attempt to agree on a binding arbitrator from this list within five
5 (5) days upon its receipt. If no agreement can be reached, each party
6 shall alternately strike a name until only one name remains. The remaining
7 panel member shall be the binding arbitrator. The order of striking shall be
8 determined by lot.
- 9 3. The fees and expenses of the arbitrator and the hearing shall be borne
10 equally by the District and the Association. All other expenses shall be
11 borne by the party incurring them.
- 12 4. The arbitrator shall, as soon as possible, hear evidence and render a
13 decision, on the issue or issues submitted. If the parties cannot agree upon
14 a submission agreement, the arbitrator shall determine the issues by
15 referring to the written grievance and the answers thereto at each step.
- 16 5. The arbitrator will have no power to add to, subtract from, or modify the
17 terms of this Agreement or the written policies, rules, regulations, and
18 procedures of the District. The arbitrator's decision must be limited to the
19 specific issue or issues submitted, and based upon the arbitrator's
20 interpretation of meaning or application of the language of the Agreement.
- 21 6. After a hearing and after both parties have had an opportunity to make
22 written arguments, the arbitrator shall submit in writing to all parties his
23 findings and decisions, which shall be binding to the Board of Education, the
24 unit members, and the Association

25 **Section 15.4 - Waivers.**

- 26 a. Any of the time limits set forth in this Article may be waived by written agreement
27 between the Parties.
- 28 b. Any of the levels or procedures in this Article may be waived by written agreement
29 between the Parties.

30 **Section 15.5 - Association Representatives.** Association representatives shall be

1 designated by the Association to take up matters pertaining to grievances. The Association
2 shall be afforded two (2) days of substitute time per month for investigation of grievances
3 on file. Three (3) days notice will normally be provided.

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