ARTICLE 15: GRIEVANCE PROCEDURES

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

Section 15.2-General Provisions.

a. Every employee shall have the right to present grievances in accordance with these procedures with or without representation. Nothing contained in this Article shall be construed to prevent any individual employee from discussing a problem with an agent of the District and having it resolved without filing a grievance as provided herein.
b. The failure of the grievant to act within the prescribed time limits stated in this Article will act as a bar to any further appeal. The failure of the District to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits stated herein shall not apply between the end of the traditional school year and the beginning of the next traditional year when a grievant is on a traditional calendar or when the grievant is off track on a YRE calendar.
c. In the event a unit member exercises the right to process a grievance without assistance from the Association the District shall follow Government Code Section 3543.
d. Hearings and conferences under this procedure shall be conducted at a time and place which will afford an opportunity for all persons entitled to be present to attend and will be held, after the regular hours of instruction or during the non-teaching time of personnel involved. When such hearings and conferences are held at the request of the District during the regular workday, all employees whose presence is required shall be released without loss of pay for those hours they are required to attend such hearings or conferences. However, the District will not release without loss of pay more than one (1) representative per grievance.
e. Any investigation or other handling or processing of a grievance by a grievant or the Association shall be conducted so as to result in no interference with, or interruption of, the instructional program.
f. In the case of multiple grievances on the same issue or on similar issues, at Level II or following, the District may elect to hear or respond to only one grievance. The District shall then contact the Association and request that it prepare a Class Action Grievance. The District shall provide the Association with copies of all grievance forms thereunto pertaining and the Association shall prepare a grievance for all concerned parties. the decision rendered shall be applicable to all claims on the same issue, arising from the same set of circumstances.

Section 15.3-Levels

a. Informal Level-Before filing a formal grievance, the grievant's immediate supervisor shall meet with the grievant, or a representative of the Association as the grievant's designee, within ten (10) days of the alleged grievable occurrence. Unit members must clearly state to the supervisor that the discussion relates to an informal grievance so that the

nature and purpose of the discussion are understood by both parties. After the meeting has taken place, the grievant or the Association representative and the immediate supervisor shall sign and date the standard grievance form, indicating only that the informal meeting has taken place. The form shall specify the alleged contract violation before signatures are written. If the meeting does not resolve the issue, or the meeting does not take place within ten (10) working days, the grievance shall proceed to level I. If the grievant or Association do not attempt to meet with the immediate supervisor for an informal level meeting, then further appeal is barred as indicated in Section 15.2 (b) of this Article.

b. Level I-Any employee who has a grievance may reduce such a matter to writing, within fifteen (15) days after the employee has knowledge or reasonably should have knowledge of the event which caused the grievance and submit it to the immediate supervisor who shall meet with the employee and/or an Association representative in an attempt to resolve the matter. Such meeting and a response in writing by the District will be made within ten (10) days after submission of the grievance into Level I.
c. Level II-If the grievance is not resolved in Level I, a written notice of appeal to Level 2 shall be served to the district within ten (10) days following the disposition of the grievance in Level I. Such grievance shall be discussed at a meeting with the employee, an Association representative, and the Superintendent or designee, and/or whomever else the Superintendent elects to be present. If the designee met with the grievant at Level I, the Superintendent and/or a different designee shall meet with the grievant and their representative at Level II. Such meeting and response in writing by the District will be made within ten (10) days after submission of the grievance into Level II.
d. Level III-Mediation-If the grievance is not resolved in Level II, a written notice of appeal to Level III shall be served to the District within ten (10) days following the disposition of the grievance in Level II. The matter may be submitted to a mediator upon mutual agreement between the District and the grievant/Association. Such agreement shall be reached within ten (10) days. If no such agreement is reached within ten (10) days, the District or the grievant/Association may take the grievance to Level IV. If there is mutual agreement, a mediator, appointed by the State Conciliation Service, will hear both positions and render non-binding suggestions in the hope that a solution will result. At the close of the mediation session, if a settlement has not been achieved, the grievant/Association and the District representative shall state such in writing.
e. Level IV
    1. In the event the grievance is not settled at Level III, or there is no mutual agreement to use Level III, the grievant shall have up to ten (10) days to notify the Association of the unit member's request for arbitration. The Association shall within five (5) days notify the District in writing of the grievant's request for arbitration. Should the Association choose to submit the grievance to binding arbitration, it shall notify the Superintendent of such decision within thirty (30) days of the date that the Association notified the District of the grievant's request for arbitration.
    2. The District, within ten (10) days of the request, shall request the State Conciliation Service to supply a list of five (5) names of persons experienced in

hearing grievances in public schools. The Association and the District shall attempt to agree on a binding arbitrator from this list within five (5) days upon its receipt. If no agreement can be reached, each party shall alternately strike a name until only one name remains. The remaining panel member shall be the binding arbitrator. The order of striking shall be determined by lot.

3. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
4. 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.
5. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. The arbitrator's decision must be limited to the specific issue or issues submitted, and based upon the arbitrator's interpretation of meaning or application of the language of the Agreement.
6. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties their findings and decisions, which shall be binding to the Board of Education, the unit members, and the Association.

Section 15.4-Waivers.

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

Section 15.5-Association Representatives. Association Representatives shall be designated by the Association to take up matters pertaining to grievances. The Association shall be afforded two (2) days of substitute time per month for investigation of grievances on file. Three (3) days notice will normally be provided.