

## ARTICLE XII GRIEVANCE PROCEDURE

### Section 1

The following definitions shall apply to the processing of grievances:

A "Grievance" is defined as a claim by the Association, by one or more unit members, or the District that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

A "working day" is a day in which the central administrative office of the District is open for business.

The "immediate administrator" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances. Normally, the "immediate administrator" will be the grievant's principal.

"Time limits" indicated are considered maximum. Every effort shall be made to expedite the process. Time limits may be extended by mutual agreement of the parties.

A "grievant" is an individual unit member, the Association or the District, who alleges a grievance defined above. The Association may be the grievant if there is an alleged violation of Article II, Association Rights. The District may be the grievant if there is an alleged violation of Article VI – Association Rights, or Article XVIII – Concerted Activities.

A “Designated Association Representative” is that person designated by the Association to adjust to grievances.

### Section 2 Unit Member/Association Grievances

The parties shall make earnest effort to settle grievances, as defined in Section 1, at the lowest possible administrative level by following the steps listed below:

Step One - Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor within fifteen (15) working days after the occurrence or act of omission giving rise to the alleged grievance, or when the grievant could reasonably be expected to know of the event which gives rise to the grievance. In any case above, a grievance may not be filed after sixty (60) working days from the date of the act upon which the grievance is based.

Step Two - If the grievance is not settled by a decision at Step One, the grievant may submit the grievance in writing to his/her immediate supervisor within five (5) working days of the informal conference at Step One. The grievance shall state the facts surrounding the grievance and the remedy sought. It shall be signed and dated by the unit member.

A meeting shall be scheduled within five (5) working days between the grievant and immediate supervisor. Both sides shall be entitled to representatives. After a review of the grievance, the immediate supervisor shall issue a written decision on the grievance within five (5) working days.

Step Three - If the grievance is not settled by a decision at Step Two, the grievant may submit the grievance in writing to the Assistant Superintendent, Human Resources, within five (5) working days of the decision at Step Two.

A meeting shall be scheduled within five (5) working days between the grievant and the Assistant Superintendent, Human Resources. Both sides shall be entitled to representatives. After a review of the grievance, the Assistant Superintendent, Human Resources, shall issue a written decision on the grievance within five (5) working days.

Step Four - If the grievance is not settled by a decision at Step Three, the grievant may submit the grievance in writing to the District Superintendent within five (5) working days of the decision at Step Three.

A meeting shall be scheduled, if requested by either party, within five (5) working days between the grievant and the Superintendent. Both sides shall be entitled to representatives. After review of the grievance, the Superintendent shall issue a written decision on the grievance within five (5) working days.

Step Five – If a grievance is not resolved at Step Four, the grievant and District may mutually agree to mediate the grievance through the California State Conciliation Service, prior to proceeding to arbitration under Article XIII, Grievance Arbitration. The timelines and terms of mediation and the extension of the timelines for arbitration shall be agreed upon by the parties, in writing, prior to mediation.

### Section 3

Any grievance not presented to the District as provided in Section 2 shall be waived for all purposes. If both parties mutually agree in writing, timelines may be waived in Step One through Four. Any grievance, not processed by the unit member in accordance with the other time limits set forth in this Article, shall be considered settled on the basis of the decision last made by the District. If the District does not process the grievance within the time limits set forth in this Article, the grievant may proceed to the next level.

If the action causing the grievance originated at the District level rather than the immediate supervisor level, the grievance, Step One, shall commence with the Assistant Superintendent, Human Resources at Step Three.

### Section 4

The unit member shall be entitled upon request to representation by the Association at all grievance meetings. In situations where the Association has not been invited to represent the unit member, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter.

### Section 5

Both parties shall make every effort so that grievance investigation and resolution shall not interfere with the educational process.

When grievances are processed during regular school time, the District shall provide released time for the grievant, Association Representatives and/or witnesses. It is

understood that grievance hearings and meetings shall be held whenever possible outside of school time.

#### Section 6

In the event a grievance is filed at such a time that it cannot be processed by the end of the school year, every effort shall be made by both parties to complete the grievance process prior to the end of the school year or as soon as practical.

#### Section 7

No reprisals shall be taken by the District or the Association against any participant in the grievance procedure.

#### Section 8

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants. Upon request, the names of all participants in a given grievance shall be removed from all documents after one year from the date of the final resolution of the grievance.

#### Section 9 District Grievances

The District shall follow the procedures as delineated in sections 9.1 through 9.2 below, except the parties involved shall be limited to the Association, the Designated Association Representative, the Assistant Superintendent of Human Resource, and the Superintendent.

The District shall not file grievances against an individual against an individual unit member and shall be limited to the following articles when filing grievances: Article VI – Association Rights, Article XVIII – Concerted Activities.

A. The parties shall make earnest effort to settle grievances, as defined in Section 1, at the lowest possible level by following the steps listed below:

Step One – Before filing a formal grievance, the District grievant shall attempt to resolve the grievance by an informal conference with the Designated Association Representative within fifteen (15) working days after the occurrence or act of omission giving rise to the alleged grievance, or when the grievant could reasonably be expected to know of the event which gives rise to the grievance. In any case above, a grievance may not be filed after sixty (60) working days from the date of the act upon which the grievance is based.

Step Two – If the grievance is not settled by a decision at Step One, the grievant may submit the grievance in writing to the Designated Association Representative within five (5) working days of the informal conference at Step One. The grievance shall state the facts surrounding the grievance and the remedy sought. It shall be signed and dated by the District grievant.

A meeting shall be scheduled within five (5) working days between the District grievant and the Designated Association Representative. Both sides shall be entitled to representatives. After a review of the grievance, the Association shall issue a written decision on the grievance within five (5) working days.

Step Three – If the grievance is not settled by a decision at Step Two, the District grievant may submit the grievance in writing to the Association President, Human Resources within five (5) working days of the decision at Step Two.

A meeting shall be scheduled within five (5) working days between the District grievant and the Association President. Both sides shall be entitled to representatives. After a review of the grievance, the Association President shall issue a written decision on the grievance within five (5) working days.

Step Four - If a grievance is not resolved at Step Four, the grievant and District may mutually agree to mediate the grievance through the California State Conciliation Service, prior to proceeding to arbitration under Article XIII, Grievance Arbitration. The timelines and terms of mediation and the extension of the timelines for arbitration shall be agreed upon by the parties, in writing, prior to mediation.

- B. Any grievance not presented to the Association as provided in Section 9.1 shall be waived for all purposes. If both parties mutually agree in writing, timelines may be waived in Step One through Four. Any grievance, not processed by the District in accordance with the other time limits set forth in this Article, shall be considered settled on the basis of the decision last made by the Association. If the Association does not process the grievance within the time limits set forth in the Section, the District grievant may proceed to the next level.

If the action causing the grievance originated at the Association level rather than the site level, the District grievance, Step One, shall commence with the Association President at Step Three.