

ARTICLE 6 - GRIEVANCE PROCEDURES

Section 1. Definitions

- a. A "grievance" is a claim that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- b. A "grievant" is an employee or group of employees, or the Association acting on behalf of an identified employee or group of employees, making a claim that their contractual rights have been violated. The Association may grieve on its own behalf with respect to alleged violations of rights granted to the Association by this Agreement.
- c. The "immediate supervisor" designated to process grievances in Step 1 of this Article for instructional employees assigned to a work site on a daily basis, shall be the principal, and for instructional employees in special programs not directly under the supervision of the principal shall be the respective program administrator.
- d. The "Grievance Officer" shall be appointed by the Superintendent of Schools. The Grievance Officer or his designee will coordinate the District's position of involvement in the grievance procedure.
- e. The term "day," unless otherwise indicated, shall mean a day in which employees are on assigned duty. For teachers assigned to a Year-Round Education School, "day" shall exclude any day in a non-paid status.

Section 2. Grievance Steps

Informal Step

Before filing a formal written grievance, the employee shall make a reasonable attempt to resolve the matter by means of an informal conference with the immediate supervisor. The Association and the District encourage the informal resolution of potential grievances without either the employee or supervisor being accompanied by a representative. However, if the employee believes that special circumstances exist which require the presence of an Association representative at the informal level, he or she may be accompanied by such representative, and in such circumstances the supervisor may invite another administrator to be present at the conference. Nothing herein shall preclude additional informal conferences, with or without Association representation (as provided above), if both the grievant and supervisor desire to do so.

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Step One

After completing the informal level, and in no event later than thirty (30) days (as defined in Section 1, e. above), after the grievant knew or reasonably should have known of the event giving rise to the grievance, the grievant must submit the grievance in writing to the immediate supervisor. The written grievance must state fully the facts of the grievance, detail the specific provisions of the Agreement alleged to have been violated and must be signed and dated. At any time between the filing of the grievance and the supervisor's formal reply (see below) the parties shall, upon the request of either the grievant or the supervisor, hold a conference to discuss the grievance. Such a meeting shall be limited to the grievant, and Association representative, the immediate supervisor and one other administrator if requested by the immediate supervisor. In any event, within ten (10) days after receipt of the grievance, the immediate supervisor shall give his written answer to the grievant and forward a copy to the Association President. The receipt of such answer by the grievant shall terminate Step One.

Step Two

If the grievance is not settled in Step One, or no answer is given by the District within the prescribed time limits, and the grievant decides to pursue the matter further, the grievance shall be presented to the Grievance Officer and the Association President within ten (10) days after termination of Step One. A meeting between the grievant, the Association's designated representative, and the Grievance Officer and/or his designees will be arranged to review and discuss the grievance within fifteen (15) days after the Grievance Officer has received notification that the grievance is proceeding. The Grievance Officer will give his written answer to the grievant and the Association President within fifteen (15) days after such meeting, and the receipt of such answer by the grievant will terminate Step Two.

Step Three

If a grievance is not settled in Step Two, or if no answer is given by the District within the prescribed time limits, and both the grievant and the Association decide to pursue the matter further, the grievance shall be submitted to arbitration, but only if the Association representative within ten (10) days after the termination of Step Two of the grievance procedure, gives written notice to the District of the decision to arbitrate the grievance. As soon as possible the Association representative and the Grievance Officer shall attempt to agree upon the selection of an arbitrator. If no agreement is reached, and in any event not later than ten (10) days after the District has received written notice of the decision to arbitrate, an arbitrator shall be selected from the following list by alternate striking of names until one name remains, with the party striking the first name to be determined by lot:

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Howard Block
Thomas Christopher
Joseph Gentile
Joseph Henderson
Emily Maloney
William Rule
Lewis Zigman

The impartial arbitrator shall, as soon as possible thereafter, hear said grievance and render his decision in writing. The arbitrator shall submit his decision in writing within thirty (30) calendar days after he has heard the case. The decision of the arbitrator will be final and binding upon the parties to this Agreement. 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 terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties of this Agreement.

Section 3. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The provisions of this Agreement shall not be interpreted or applied in such a manner which is arbitrary, capricious or discriminatory. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other. The arbitrator shall have no power to render an award or any grievance occurring before or after the term of this Agreement. If a question of arbitrability arises, that question shall be subject to the provisions of the Grievance Procedure beginning with Step Two.

Section 4. The arbitrator may hear and determine only one grievance at a time unless the parties mutually agree otherwise.

Section 5. If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered to be null and void. However, the time limits set forth in this Article may be extended or shortened by mutual written agreement of the parties. Time limits for appeal provided in each Step shall begin the day following receipt of the decision by the aggrieved party. Nothing herein shall preclude the District and the Association from utilizing, by mutual written agreement for any particular case, expedited arbitration proceedings such as contracted time limits, waiver of transcripts and briefs, and/or immediate decision.

Section 6. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his travel and subsistence expense, and the cost of any hearing room will be borne equally by the District and the Association. All other costs, including the cost of a court reporter and transcripts, will be borne by the party incurring them.

Section 7. No reprisals of any kind will be taken by the District against any grievant, person, or any other participant in the Grievance Procedure, by reason of such participation.

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Section 8. Grievance meetings will be scheduled by the District at mutually convenient times and places. Normally such meetings will be scheduled so that they will not conflict with instructional and professional duties. However, when grievance meetings are scheduled so as to conflict with such duties, reasonable released time without loss of salary will be provided to the grievant and his/her authorized Association representative, if any. Such released time privilege will also be extended to witnesses while they are testifying at a Step Three hearing. This constitutes reasonable periods of released time within the meaning of Government Code 3543.1(c).

Section 9. Miscellaneous

- a. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, as determined by the Grievance Officer, the grievant shall submit such grievance in writing to the Grievance Officer and the Association directly and the processing of such grievance will commence at Step Two, although the grievance form requirements of Step One must be observed.
- b. The Association processing a grievance on its own behalf may initiate a grievance at Step Two.
- c. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file, and will not be kept in the personnel file of any of the participants.
- d. Forms for filing grievances will be prepared and distributed by the Association.