

ARTICLE VI - GRIEVANCE

A. Definition of Terms

1. A “grievance” is an alleged violation, misinterpretation or misapplication of the express terms of this Agreement, which directly and adversely affects the grievant. Actions to challenge or change the terms of this Agreement shall not be considered a grievance. Matters for which a specific method of review is provided by law or by terms of this Agreement are not within the scope of this procedure.
2. Grievant – An individual employee covered by the terms of this Agreement who alleges a grievance, or the Federation on behalf of a named member or members of the bargaining unit.
3. A day is any day in which the District Office is open for business except for winter and spring vacation. A grievance may be processed during the summer, subject to the availability of the personnel involved.
4. Immediate Supervisor – The supervising administrator having immediate jurisdiction over the grievant at the time of the grievance.

B. Procedures

1. Informal Level:

Within twenty (20) days after the grievant knew, or by reasonable diligence would have known, of an event or circumstances occasioning the alleged grievance, the potential grievant shall initially meet with his/her immediate supervisor in an attempt to resolve the alleged grievance informally.

2. Formal Level:

a. Level I

1. If the informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing no later than thirty days (30) after the informal discussion. With agreement of both parties, the Federation and the District, this timeline may be extended in effort to resolve the grievance. If

neither the grievant nor the Federation has actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the twenty day time limit shall begin to run on the date upon which either the grievant or Federation knew or could with reasonable diligence have known of the occurrence. The formal document shall be a clear, concise statement of the grievance citing specific sections of the Agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought.

2. Within fourteen (14) days after filing of the formal grievance, the immediate supervisor/principal shall investigate the grievance and give his/her decision in writing to the grievant.

b. Level II

1. If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) days to the Superintendent or his/her designee. The grievant may file a copy with the Federation.
2. The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.
3. Within twenty (20) days after the appeal is filed, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant.
4. A conference shall be held at the request of either the grievant or the Superintendent or his/her designee within seven (7) days of receipt of the appeal.

c. Level III – Mediation

If the Grievant is not satisfied with the decision at Level II, within ten (10) days of issuance of the decision, he/she shall request the appointment of a mediator from the California State Mediation and Conciliation Service (CSMCS) to attempt to resolve the dispute

through mediation.

d. Level IV – Arbitration

1. Within twenty (20) days after the final meeting with the mediator, if the Grievant is not satisfied with the result, the Federation has exclusive right to submit the decision to arbitration. If the Federation exercises its right to arbitration, the Federation shall inform the Employer by certified mail or by hand delivery to the person authorized by the Employer to receive such notices. The grievance shall be submitted by the Superintendent to the CSMCS. The arbitrator will be chosen by the Federation and the District by alternately striking names from CSMCS list until one name remains; the Federation shall strike the first name. If the District and the Federation agree, rules for expedited arbitration shall be used.
2. The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally, except that in the case of advisory arbitration, if the Board does not comply with the recommendation of the arbitrator, the entire arbitrator and court reporter fees shall be paid by the District. Any additional expenses shall be borne by the party incurring such expense.
3. The arbitrator shall rule upon the issue or arbitrability, if there is such an issue, prior to hearing the merits of the grievance.
4. In the case of advisory arbitration, the Board shall review the written record, including the findings and recommendations of the arbitrator, and render a decision no later than the second regularly-scheduled meeting after receiving the recommendations.

C. Rules Governing Grievance Procedure

1. The grievant shall have the right to a conference at each level with the supervisor involved and the representative of the grievant's choice, consistent with existent PERB rulings. The Federation representative shall have the right to be present at all steps of any grievance unless objected to

by the grievant.

2. No reprisals of any kind shall be taken by the Superintendent or by any member or representative of the District against a grievant or person who assisted the grievant by reason of a person being a grievant or person who assisted the grievant.
3. If the grievant requests assistance from the Federation, the District shall provide reasonable release time for the Federation representative and the grievant for the purpose of grievance conferences and hearings.
4. Nothing herein contained shall prohibit an employee from submitting a grievance without the intervention of the Federation, provided the resolution is reached prior to arbitration, and the Federation receives copies at all levels of grievance. However, if representation is requested, only the Federation may represent a teacher in the grievance procedure and all related conferences, consistent with PERB rulings.
5. Response. If the District fails to respond to a grievance within the time limits specified for that level, the grievance may be appealed to the next level.
6. Records. The Human Resources Department shall retain all records of the proceedings, separate from the grievant's personnel file.
7. Time Limits. May be extended or expedited at any time by mutual written agreement. If a grievance arises at the level above the immediate supervisor, the grievant may initiate the grievance at the appropriate level.
8. Pay. A grievant required by the District to absent himself/herself by reason of these grievance procedures shall not suffer any loss of pay. The processing of a grievance shall be at times other than during the instructional day, except at Level III.
9. Time Limitations. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
10. Initiate Grievance - Level II. If a grievance arises from an action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person(s) may submit such a

grievance in writing to the Superintendent or his/her designee.

11. Forms. Forms for filing and processing shall be prepared jointly by the administration and the Federation with the cost being borne jointly.
12. Discharge of Duties. The grievant shall continue to discharge his/her duties and comply with the direction of the administration until the grievance is resolved.

D. Arbitration shall be subject to all laws governing arbitration and all of the following limitations:

1. The decision of the arbitrator shall be advisory after the annual aggregate maximum jurisdictional amount on economic issues of \$100,000 is reached.
2. The following shall not be subject to the Grievance Procedures set forth in this Article:
 - a. The reprimand, suspension, discipline, release or termination of any unit member.
 - b. The discharge, failure or refusal of the District to rehire or retain in employment any temporary or probationary unit member.
 - c. The contents of an evaluation or recommendation contained therein.
 - d. District Rights as defined in Article V paragraph C.
3. As to any matter not subject to binding arbitration, the Parties reserve their rights to pursue other available legal remedies.
4. Hearing.
 - a. The hearing shall be scheduled at a date and time designated by the arbitrator after consultation with the parties.

- b. After determining the arbitrability of the grievance, the arbitrator shall conduct a hearing on the merits and consider evidence and arguments pertaining to the grievance(s)

5. Decision.

- a. The decision of the arbitrator shall be final and binding and subject to all laws governing arbitration. The arbitrator's decision shall specifically state whether the grievance is approved or denied, and if approved, the proper remedy, if any. Upon request of either party, the Arbitrator shall submit a written decision which sets forth findings of fact, reasoning and conclusions on the precise issue(s) submitted. The party requesting the written decision shall be responsible for paying the additional cost of the written decision.
- b. The arbitrator's decision shall be limited solely to the interpretation and application of the collective bargaining agreement to the precise issue(s) submitted for arbitration, and the evidence deduced at hearing. The arbitrator shall not determine any other issue(s).
- c. The arbitrator shall not add to, subtract from, modify, alter or amend any provisions or procedures contained in the collective bargaining agreement. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
- d. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision violated the agreement. The arbitrator shall not substitute his/her judgment as to discretionary matters for that of the District.
- e. Under no circumstances shall the remedy set forth by the arbitrator include compensatory damages in excess of the amount to make the aggrieved party whole, monetary penalties, attorneys' fees or costs of the proceedings.