

ARTICLE 3

GRIEVANCE PROCEDURE

3.1 Grievance Definitions

- 3.1.1 The following definitions control the meaning of the terms as used in this procedure.
- 3.1.2 "Grievance" means a complaint of one or more unit members that they have been adversely affected by a violation, misapplication, or misinterpretation of this agreement.
- 3.1.3 "Grievant" means the Association, unit member or unit members filing the grievance.
- 3.1.4 "Immediate supervisor" means the person designated in the statement of Duties and Responsibilities of Certificated Personnel.

3.2 Grievance Form

- 3.2.1 A form for submitting a formal grievance shall be designated by mutual agreement of the Association and the District. The Grievance Form is included in Appendix E to this Agreement.
- 3.2.2 Grievance Forms shall be provided by the District and supplied to the Association.
- 3.2.3 It is the responsibility of the Association representative at each site to notify unit members of the location of the Grievance Forms.

3.3 Time Limits

- 3.3.1 Each person involved in a grievance shall act so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended. All time limits herein shall consist of workdays except that when a grievance is submitted on or after May 1, the time limits shall consist of calendar days. Failure at any step of this procedure to communicate the decision on a grievance within the specified limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. The days are counted in a time period commencing with the day following the action.

3.4 Service

- 3.4.1 Decisions and appeals shall be served by personal service or by the District's mail or U.S. mail, or by facsimile. If served by the District's mail or U.S. mail, or by facsimile, two (2) days shall be added to the time in which the action must be taken and the decision or appeal shall be deemed served at the end of the extended period. The

parties agree that applicable timelines commence on the day grievances or appeals delivered via facsimile are sent, provided receipt occurs during regular business hours of 8:00 A.M. and 4:30 P.M., and on District workdays as defined in §1.2.5. If a grievance/appeal is delivered by facsimile, an original, signed hard copy shall be received within three (3) days (§1.2.5) following receipt of the facsimile.

3.5 Presentation

3.5.1 A unit member or their representative, or both, may present a grievance while on duty. No unit member shall suffer loss of compensation for time spent as a grievant, representative, or witness. On all grievances no more than four (4) representatives/witnesses may participate while on duty.

3.6 Representation

3.6.1 The grievant may be represented by the Association or any eligible representative of their own choosing, whether or not that representative is a unit member, at any formal step of this procedure prior to arbitration.

3.6.2 If the grievant is represented by other than the Association, no solution shall be implemented until the Association is given a statement in writing of the proposed solution and five (5) days in which to file a response.

3.6.3 An Association grievance may be filed at Step 2 when more than one school site is involved in the grievance and the remedy is unavailable from the site administrator.

3.7 Informal Discussion

3.7.1 The alleged violation shall be discussed informally with the immediate supervisor. During this informal discussion, the grievant shall have the right to have a representative of the Association present.

3.8 Formal Grievance - Step 1 (Immediate Supervisor)

3.8.1 If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) work days of the time the unit member might reasonably have been expected to know of the act or stated condition which is the basis of the unit member's complaint. If the immediate supervisor determines that the grievance concerns a matter beyond their authority, they shall refer the grievance to Step 2 within five (5) work days of receipt of the grievance.

- 3.8.2 A formal grievance shall be initiated in writing on the Grievance Form and shall be filed with the immediate supervisor. A copy of the form shall be sent to the Association. To be accepted the form must include the provision(s) of the Agreement alleged to be violated, the circumstances of the grievance and the signature of the grievant(s).
- 3.8.3 Within ten (10) work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give their decision in writing to the grievant and their representative. If the grievant is not represented by the Association, a copy shall be sent to the Association.

3.9 Formal Grievance - Step 2 (Superintendent)

- 3.9.1 If the grievant is not satisfied with the decision rendered pursuant to Step 1, they may appeal the decision in writing within ten (10) work days to the Superintendent.
- 3.9.2 The Superintendent or their designee shall investigate the grievance as fully as they deem necessary, and if deemed necessary by them shall provide for a conference with the grievant, who shall continue to have their right of representation. The Superintendent or their designee shall respond to the grievant within fifteen (15) work days of the receipt of the appeal. That response shall state the Superintendent's decision and their view of the facts and their conclusions respecting the contentions of the grievant on appeal. If the grievant is not represented by the Association, a copy shall be sent to the Association.

3.10 Formal Grievance - Step 3 (Arbitration)

- 3.10.1 The Association may submit the grievance to final and binding arbitration if either:
 - 3.10.1.1 The grievant is not satisfied with the disposition of the grievance at Step 2, OR
 - 3.10.1.2 No written decision has been rendered within fifteen (15) work days of receipt of the grievance by the Superintendent or designee. In either case, such submission by the Association must be made within fifteen (15) work days after receipt of the decision, in writing, of the Superintendent or designee.
 - 3.10.1.3 The Association and the District shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) work days of the Association's submission of the grievance to arbitration, submission of the grievance

shall be made to the California State Conciliation Service with a request that a list of arbitrators be submitted.

3.11 Expedited Arbitration

3.11.1 By mutual agreement the arbitration may be held under the expedited rules of the American Arbitration Association. Notice of agreements reached under this option shall be submitted to the California State Conciliation Service at the time that the arbitrator is requested.

3.12 Modification

3.12.1 The arbitrator shall have no power to add to, delete, or amend the terms of the Agreement.

3.13 Cost

3.13.1 The cost of the arbitrator shall be shared equally by the parties.

3.14 Selection

3.14.1 Selection of the arbitrator shall be by alternate striking of names from the list. If the selected arbitrator is unable to serve within a reasonable time, the District and the Association shall request another list.

3.15 Time of Award

3.15.1 The award shall be rendered promptly by the arbitrator and unless otherwise agreed by the parties, not later than thirty (30) days from the date of closing the hearings.

3.16 Recording the Hearing

3.16.1 At the request of either party a recording of the hearing shall be made. The cost of the recording shall be borne by the party requesting it. The recording shall be of such quality as to permit the preparation of an accurate record.

3.17 No Reprisals

3.17.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or Board against any grievant, member of the Association, or any other participant in the grievance procedure by reason of such participation.