

**ARTICLE 20: GRIEVANCE PROCEDURES**

## 1 20.1 Definitions

- 2 (a) A “grievance” is a claim by the Association or by one or more unit members that  
3 there has been a violation, misinterpretation or misapplication of a provision of this  
4 agreement with the exception of the relationship compact.
- 5 (b) A “grievant” may be any certificated unit member, group of unit members, or the  
6 Association filing a grievance, pursuant to 20.1(a).
- 7 (c) A “party in interest” is any person who might be required to take action or against  
8 whom action might be taken in order to resolve the claim.
- 9 (d) A “day” is a “workday” as defined in article 3.3.

## 10 20.2 Procedure

- 11 (a) Level One: The grievant may, withing forty (40) days following knowledge of the act  
12 or condition when the affected employee, in the exercise of due diligence, knows or  
13 should have known of the act or omission which is the basis of the grievance, meet  
14 with the immediate supervisor, either directly or through the Association’s  
15 representative, to discuss and informally resolve the grievance. If the grievant is not  
16 satisfied with the informal disposition of the grievance, the grievant may file the  
17 grievance in writing simultaneously with the immediate supervisor and the  
18 Association. The immediate Supervisor shall, within ten (10) days after receipt of the  
19 written grievance, meet with the grievant and/or the Association representative and  
20 shall deliver a written decision.
- 21 (b) Level Two: If the grievant is not satisfied with the disposition of the grievance at  
22 Level One, the grievance may, within ten (10) days, be appealed to the  
23 Superintendent. The Superintendent, or designee, shall meet with the grievant and an  
24 Association representative within ten (10) days in an effort to resolve the grievance.  
25 The Superintendent, or designee, shall deliver the written decision to the grievant and  
26 the Association within ten (10) days after such meeting.

1 (c) Level Three: In the event the grievant is not satisfied with the disposition of the  
2 grievance at Level Two, the grievant may, within ten (10) days following, submit a  
3 written request to the Association that the Association submit the grievance to  
4 advisory arbitration. The Association, by written notice to the Superintendent within  
5 ten (10) days after receipt of the grievant's request, may submit the grievance to the  
6 advisory arbitration. The parties shall submit to the California State Conciliation  
7 Service a written request for immediate services of a mediator. The function of the  
8 mediator shall be to assist the parties to achieve a mutually satisfactory resolutions of  
9 the grievance by means of the mediation process by providing a written response. The  
10 fees and expenses, if any, of the mediator shall be equally shared by the District and  
11 the Association. All other expenses, except for reasonable release time of the grievant  
12 and their representative, shall be borne by the party incurring them and neither party  
13 shall be responsible for the expense of the witnesses called by the other, except for  
14 release time as provided by law.

15 (1) At the outset of this process the mediator shall schedule and hold a conference at  
16 which time the parties to the grievance shall submit to the mediator copies of all  
17 documents completed in conformance with the requirements at each previous  
18 grievance step. In addition, the grievant shall submit to the mediator and the  
19 District a clear, concise written statement of the reasons for their appeal to the  
20 mediation process and the remedies sought.

21 (2) If a satisfactory resolution of the grievance is achieved by means of this mediation  
22 process, both parties of the grievance shall sign a written statement to that effect  
23 and thus waive the right of either party to any further appeal of the grievance.

24 (3) The District and the Association have agreed that this step (Mediation) may be  
25 waived by mutual written agreement of the District and the grievant. If no  
26 satisfactory settlement is reached within ten (10) teacher workdays following the  
27 receipt of the written response with the mediator, either party may appeal the  
28 grievance to the next step (Arbitration).

29 (4) The written opinions and conclusions of the mediator are to be given serious  
30 consideration as an acceptable resolution to the dispute, but they may be rejected  
31 by either party by writing to the other stating the reasons for the rejection. In the  
32 event of rejection by either party, the parties agree the mediator's suggested  
33 resolutions may not be offered as evidence in any subsequent arbitration.

1 (d) Level Four (Arbitration):

- 2 (1) If a grievance is not resolved at Level Three, the grievant may request within ten  
3 (10) teacher workdays of the mediation responses that the Association submit the  
4 grievance to arbitration. The Association shall notify the Superintendent, or  
5 designee, in writing within ten (10) teacher workdays after the receipt of the  
6 request from the grievant that the grievance has been submitted for arbitration.  
7 The Association has the discretion to reject any grievance from being submitted  
8 for arbitration. The arbitrator shall be mutually selected by the two parties within  
9 five (5) teacher workdays after such notice is given. If the two parties fail to reach  
10 agreement on the choice of an arbitrator within five (5) teacher workdays, the  
11 American Arbitration Association shall be requested to supply a list of five (5)  
12 names of people who are experienced in public school arbitration. Within five (5)  
13 teacher workdays after receipt of the list of names, each party will alternatively  
14 strike from the list until only one name remains. The order of striking shall be  
15 determined by a flip of a coin. By mutual agreement between the parties  
16 expedited arbitration procedures may be used.
- 17 (2) After a hearing and after both parties have had an opportunity to make written  
18 arguments, the arbitrator shall submit, in writing, to all parties their findings  
19 which shall be final and binding on the parties.
- 20 (3) The fees and expenses of the Arbitrator shall be equally shared by the District and  
21 the Association. All other expenses, except for reasonable release time for the  
22 grievant and/or their representative, shall be borne by the party incurring them  
23 and neither party shall be responsible for the expenses of the witnesses called by  
24 the other, except for release time as provided by law.
- 25 (4) Powers of the Arbitrator are subject to the following limitations:
- 26 a. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or  
27 modify any of the terms of this Agreement.
- 28 b. The Arbitrator shall have no power to establish the structure of the salary  
29 schedule.
- 30 c. The Arbitrator shall have no power to change any practice, policy, or rule of  
31 the Board nor substitute their judgment for that of the Board as to the  
32 reasonableness of any such practice, policy, rule, or action taken by the Board  
33 unless such practice, rule, or action directly relates to a provision of this  
34 Agreement.
- 35 d. The Arbitrator shall have no power to interpret State or Federal law unless  
36 such law is part of this Agreement.
- 37 e. The Arbitrator shall not hear any grievance previously barred from the scope  
38 of the grievance procedure.
- 39 f. The Arbitrator shall have no power to expand the scope of negotiations.

1 20.3 Governing Regulations

- 2 (a) The Arbitrator may hear and determine only one grievance at a time filed by a  
3 teacher, group of teachers, or the Association, filing a common grievance unless the  
4 District agrees otherwise. However, both parties will in good faith endeavor to handle  
5 in an expeditious and convenient manner cases which involve the same or similar  
6 facts and issues.
- 7 (b) The grievant, if desired, may be represented by an Association representative at all  
8 meetings and hearings above the informal level of the grievance procedure and at the  
9 informal level after the grievant has had at least one informal conference with the  
10 grievant's immediate supervisor. Nothing precludes the District from hearing  
11 representation at this level and beyond.
- 12 (c) Failure at any step of this procedure to communicate the decision on a grievance  
13 within the specific time limits shall permit the grievant to proceed to the next step.
- 14 The time limits specified on any step of this procedure may be extended, in a specific  
15 instance, by mutual agreement. Failure by the grievant to process the grievance within  
16 the time lines shall cause the grievance proceedings to cease with the solution being  
17 the last Administrative decision.
- 18 (d) Nothing contained herein will be construed as limiting the right of any teacher  
19 alleging a grievance to discuss the matter informally with any appropriate member of  
20 the administration and to have the grievance adjusted without intervention of the  
21 Association provided the adjustment is not inconsistent with the terms of the  
22 Agreement and that the Association has been given an opportunity to be present at  
23 such adjustment and to share its views.
- 24 (e) Time limits shall consist of teacher workdays except that when a grievance is filed  
25 subsequently to April 9 and prior to the end of the school year, the time limits shall be  
26 regarded as calendar days. Any time limits affected by Winter or Spring breaks will  
27 be extended by ten (10) teacher workdays.
- 28 (f) Time limits are defined as the day following the filing of the grievance, the reply to  
29 the grievance, the holding of a conference, the receipt of a reply to a conference, etc.
- 30 (g) If the grievance arises from action or inaction on the part of the member of the  
31 administration at a level above the principal or immediate supervisor, the grievant  
32 may submit such grievance in writing to the Superintendent and the Association  
33 directly and the processing of such grievance will be commenced at Level Two.
- 34 (h) If in the judgment of the Association, a grievance affects a group or class of  
35 certificated unit members, the Association, on behalf of the affected unit members  
36 may initiate a grievance at Level Two.
- 37 (i) Whenever it is necessary to attend a grievance meeting or hearing during the  
38 workday, the grievant or the Association representative, upon notice to the immediate

1 supervisor, shall be granted release time to permit participation in the foregoing  
2 activities. Any unit member who appears in such meetings, or hearings, as a witness  
3 will be accorded the same right. The grievant or the Association representative, upon  
4 notice to the immediate supervisor, shall be granted one (1) day of release time for the  
5 preparation and investigation of the grievance. Such release time will be subject to  
6 substitute availability and, whenever possible, scheduled within five (5) days of the  
7 request. Upon the submission of the grievance to Level Three he grievant and the  
8 Association representative shall be granted two (2) days of release time for the  
9 preparation and investigation of the grievance.

10 (j) All documents, communications, and records dealing with the processing of a  
11 grievance will be filed in a separate grievance file and will not be kept in the  
12 personnel file of any of the participants.

13 (k) Forms for filing grievances, serving notices, taking appeals, making reports and  
14 recommendations, and other necessary documents will be prepared by the District and  
15 given appropriate distribution so as to facilitate operation of the grievance procedure.  
16 The costs of preparing such forms shall be borne by the District.

17 (l) No reprisals of any kind will be taken by the Superintendent or by any member or  
18 representative of the administration or the District against any grievant, any party in  
19 interest, any representative of the Association or any other participant in the grievance  
20 procedure by reason of such participation.

21 (m) Representation of the grievant at Levels One and Two of the grievance procedure  
22 shall be, at the grievant's option, either personal or by a representative selected by the  
23 Association. If a unit member is not represented by the Association or its  
24 representative, the Association shall be provided with a copy of the grievance and the  
25 Association, upon written request of the grievant and the approval of the  
26 Association's Executive Board, shall process the grievance at Level Three.