

## **ARTICLE VIII. GRIEVANCE PROCEDURE**

### **Section A. General Terms**

1. The parties agree that the goal of the grievance procedure is to encourage dialogue and communication, and to resolve problems in a non-intimidating, timely and responsible manner. To further these goals, the District and Association shall provide interest-based problem-solving training for District administrators and Association building representatives. In addition, principals/administrators and building representatives shall set a schedule of regular meetings no less than once an academic quarter, and shall ensure that building-level staff members are given a brief introduction to the grievance procedure on an annual basis.
2. A grievance is defined as an alleged misinterpretation of, violation of, or failure to comply with, the terms and provisions of this Agreement by the District. A grievant shall mean an individual employee, a group of employees or the Association.
3. In the processing of a grievance, the role of the Association may be as grievant; however, in other grievances, its role is to ensure fair, impartial and prompt resolution of disputes arising out of the administration of this Agreement.
4. The grievant may be accompanied by his/her advisor, or counsel of his/her choice and/or by Association representation. The Association reserves the right to have representation present at any and all steps of the grievance procedure.
5. An individual employee may present his/her complaint to the District or its designee and have the complaint adjusted without the representation of the Association as long as the adjustment is consistent with the terms and provisions of this Agreement.

### **Section B. Step One**

1. Within fifteen (15) working days of the time an incident arises, or knowledge thereof exists, the employee will submit in writing to his/her principal, immediate supervisor or the administrator whose decision caused the alleged grievance, a Statement of Grievance on the form provided by Appendix H herein this Agreement.
2. Prior to filing a Statement of Grievance, the Employee and administrator must have met in a personal meeting and attempted to resolve the issue. Both the employee and the administrator may invite representatives, facilitators, or resource persons to attend this meeting.
3. Copies of the Statement of Grievance shall be sent to the Superintendent and

the President of the Association.

4. The Statement of Grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference the provision(s) of this Agreement alleged to have been violated, shall state the contention of the employee with respect to those provision(s), shall state when the personal meeting occurred prior to filing the Statement of Grievance, shall state whether the grievant requests an additional meeting, and shall state the specific relief requested.
5. Upon the request of either the grievant or the administrator, a meeting will be held to discuss the grievance before a written response is provided. Both the employee and the administrator may invite representatives, facilitators or resource persons to attend this meeting.
6. Within ten (10) working days after receipt of the grievance, the principal, immediate supervisor or appropriate administrator shall communicate his/her answer in writing to the grievant. Copies shall be sent to the Superintendent and the President of the Association.

### **Section C. Step Two**

1. If the grievance is not resolved at Step 1, the grievant and/or Association, may, within ten (10) working days of receipt of the principal's, immediate supervisor's or appropriate administrator's answer, appeal the decision to the Superintendent or the Superintendent's designee. A copy of the appeal shall be sent to the administrator who provided the Step 1 response and the President of the Association.
2. In the event the grievant does not wish to pursue the grievance, the Association may, at this step, continue the grievance and step in the place of the employee for the remainder of the process.
3. A meeting must be held to discuss the grievance before a written response is provided. Both the employee and the Superintendent and/or their designees may invite representatives, facilitators or resource persons to attend this meeting.
4. The Superintendent or designee shall give the grievant an answer, in writing, no later than ten (10) working days after receipt of the written Statement of Grievance.

### **Section D. Step Three**

1. Within twenty (20) working days after receipt of the decision of the Superintendent, the Association may appeal the final decision of the District to final and binding arbitration. The arbitration shall be conducted by the AAA

under the Voluntary Rules, unless the parties mutually agree otherwise. The decision of the arbitrator shall be final and binding upon the District, the Association and the affected employee(s). The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

2. The Association or District may also request mediation before, during or after the decision to request arbitration (see Section E below).
3. Powers of the Arbitrator
  - a. The arbitrator shall be empowered, except as his/her powers are limited herein this section, and after due investigation, shall decide all procedural arbitrability issues arising under this Agreement.
  - b. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms on this Agreement.
  - c. The arbitrator shall have no power to rule on any of the following except on procedural grounds for evaluation, reduction in force, and probation actions:
    - (1) The termination of services of, or failure to re-employ, any provisional employee.
    - (2) The termination of services, or failure to reemploy, any employee to a position on the supplemental salary schedule.
    - (3) Any matter involving adverse effect, non-renewal and discharge.
    - (4) Any matter involving probation actions and reduction in force.
    - (5) Any assigned evaluation finding or rating.
    - (6) Any claim or complaint for which there is another remedial procedure.
  - d. The arbitrator shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy or rule.
  - e. The fact that the grievance has been considered by the parties in the preceding steps of the grievance procedure shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

## **Section E. Grievance/Mediation**

At any time, the Association or District may request formal mediation of the grievance. If one party requests mediation, the other party shall respond within five (5) working days.

- a. The District and the Association must mutually agree to submit a grievance to mediation.
- b. Within five (5) working days following the Agreement of the District and the Association to mediate the grievance, the parties shall mutually select a third-party mediator. Mediation conferences will take place at a mutually convenient location and time.
- c. The presentation of facts and considerations shall not be limited to those presented at Level Two of the grievance procedure. Proceedings before the mediator shall be informal in nature.
- d. The fees and expenses of the mediator shall be shared equally by the parties.
- e. If the grievance is not settled, granted, or withdrawn, the parties are free to appeal the decision to arbitration within twenty (20) working days following mediation.

## **Section F. Appeal of Arbitration Determination**

Petition by either party may be made to a court of competent jurisdiction on any arbitration decision or award.

## **Section G. Time Limits**

Time limits provided for in this Grievance Procedure may be extended by mutual consent, in writing, signed by the parties.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next step of the procedure.

Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved.

## **Section H. Appearance and Representation**

1. Any hearing held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. Such hearings shall be conducted

during non-school hours unless there is a mutual agreement for other arrangements. If hearings are conducted during working hours, there will be no loss of pay by any participant.

2. The District and the grievant are responsible for the payment of their own representatives and witnesses involved in any grievance meeting or hearing.

### **Section I. Employees' Legal Rights**

Nothing contained herein shall deny to any employee his/her rights under Federal or State constitutions, laws, rules or regulations. This contract shall be construed such that no contractual rights are intended that could impact any of the following decisions made by the District:

1. The termination of services, or failure to re-employ, any provisional employee.
2. The termination of services, or failure to re-employ, any employee to a position on the supplemental salary schedule.
3. Any matter involving adverse effects, non-renewal (including reduction in force), and discharge.
4. Any assigned evaluation finding or rating.
5. Any standard of performance required of a particular position.

### **Section J. No Reprisals**

No reprisals of any kind will be taken by the District, the District's administrators, immediate supervisors or building administrators against employee because of his/her participation in any grievance.

### **Section K. Applicability of Procedure**

The Grievance Procedure prescribed by this section shall apply only to grievances which arise during the life of this Agreement.