

ARTICLE 16  
GRIEVANCE PROCEDURE

DEFINITIONS

Grievance

A grievance is an allegation by a ~~Classified~~ Bargaining Unit Member or members that he/she/they have been adversely affected by an alleged misinterpretation, misapplication or violation of the Agreement by the District. Actions to challenge or change the policies, regulations or other matters outside of this Agreement are not within the scope of this procedure and review must be taken under separate processes.

Day

A day ~~is a day upon which Classified Bargaining Unit Members are regularly scheduled to work~~ shall constitute a regular business day of the District.

Immediate Supervisor

Immediate supervisor is the lowest level administrator having immediate jurisdiction over the grievant.

Time Limits

The time limits contained herein are considered maximum limits; however, time limits may be extended by mutual written agreement. In the event the grievant fails to meet a time limit, the grievance shall be deemed to have been waived.

In the event the District fails to meet a time limit, such failure shall automatically move the grievance to the next step of the grievance procedure.

GRIEVANCE STEPS

Informal Level

## DISTRICT RESPONSE 2/5/2021, 3/5/2021

Before filing a formal written grievance, the grievant and the grievant's representative shall attempt to resolve the alleged grievance through an informal conference with the grievant's immediate supervisor.

### Step I – Immediate Supervisor

No later than twenty (20) days following the act or omission giving rise to the grievance, or no later than twenty (20) days following the date upon which the **Classified** Bargaining Unit Member reasonably should have known of the act or omission, the grievant must present such grievance in writing on an appropriate form to the immediate supervisor.

The written grievance shall contain a statement of the grievance, the provision(s) of the agreement allegedly involved, and the remedy sought.

The immediate supervisor shall communicate a written decision to the **Classified** Bargaining Unit Member within ten (10) days after receiving the grievance. Such written decision shall contain an explanation of the decision rendered.

Within the above time limits, either party may request a personal conference with the other party.

If the grievant is not satisfied with the disposition of the grievance at this step, an appeal to the next step must be made in writing to the appropriate personnel within ten (10) working days after the decision is delivered to the grievant representative. Failure to appeal within this time period shall serve as a waiver of all appeal rights and the decision at this step shall be final and binding.

### Step II – Superintendent or Designee

## DISTRICT RESPONSE 2/5/2021, 3/5/2021

The Superintendent, or his/her designee, shall consider the grievance and render a decision within ten (10) days after receiving the grievance and communicate a decision to the grievant with a copy of the decision to the grievant's representative. Such written decision shall contain an explanation of the District's position regarding the grievance. Either the grievant representative or the Superintendent, or his/her designee, may request a personal conference to discuss the grievance within the above time limits. If the Superintendent, or his/her designee, does not respond within the above time limits, the grievance shall automatically proceed to the next step.

If the grievant representative is not satisfied with the disposition of the grievance at this step, an appeal to the next step must be made in writing to the appropriate personnel within ten (10) working days after the decision is delivered to the grievant representative. Failure to appeal within this time period shall serve as a waiver of all appeal rights and the decision at this step shall be final and binding.

### Step III - Mediator

If the grievant representative is not satisfied with the disposition of the grievance at Step II, or if no written decision has been rendered within the applicable time limits, the grievant representative may, within ten (10) days after a written decision is rendered or should have been rendered, by written notice to the Superintendent, or his/her designee, elect to submit the grievance to a mediator for resolution. The parties shall use a mediator from the State Mediation and Conciliation Services (SMCS).

If resolution is not reached with the mediator within thirty (30) calendar days after the request for mediation services from the SMCS, the grievant representative may move

the grievance to Step IV. The parties may, by mutual agreement, extend the thirty (30) calendar day deadline to exceed 60 calendar days.

If the grievant representative is not satisfied with the disposition of the grievance at this step, an appeal to the next step must be made in writing to the appropriate personnel within ten (10) working days after the mediation date. Failure to appeal within this time period shall serve as a waiver of all appeal rights and the decision at this step shall be final and binding.

Step IV – Board of Education

If the grievant representative is not satisfied with the disposition of the grievance at Step III the grievant representative may within ten (10) days after a written decision is rendered or should have been rendered, by written notice to the Superintendent, elect to submit the grievance to the Board of Education for consideration. The Board shall consider the grievance and render a decision within ten (10) days after its first regular meeting following official receipt of the grievance. The Board may, in its sole discretion, decide to conduct an informal hearing in Closed Executive Session or to render a decision based upon a review of written documents developed in Steps I, II, and III of the Grievance Procedure.

If the grievant representative is not satisfied with the disposition of the grievance at this step, an appeal to the next step must be made in writing to the appropriate personnel within ten (10) working days after the decision is delivered to the grievant representative. Failure to appeal within this time period shall serve as a waiver of all appeal rights and the decision at this step shall be final and binding.

Step V - Arbitrator

DISTRICT RESPONSE 2/5/2021, 3/5/2021

If the grievant representative is not satisfied with the disposition of the grievance at Step IV, or if no written decision has been rendered within the applicable time limits, the International Union may, within ten (10) days after a written decision is rendered or should have been rendered by written notice to the Superintendent, elect to submit the grievance to arbitration. In the event the parties are unable to mutually agree upon an arbitrator, they shall request a panel of nine (9) names be submitted to both parties by the California State Conciliation Service.

Upon receipt of the list of names, the parties shall alternately delete names from the list until only one (1) remains and said last named shall be selected as the arbitrator.

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, his/her reasoning, conclusions, and decisions. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend or modify the terms of the Agreement. Should the arbitrator determine that time limits are exceeded, the arbitrator shall not have the authority to hear the grievance(s) without mutual agreement of the parties.

All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, transcript, and the cost of any hearing room, will be borne equally by the District and the Union. All other costs will be borne by the party incurring them.

The decision of the arbitrator shall be final and binding upon the parties.

MISCELLANEOUS

DISTRICT RESPONSE 2/5/2021, 3/5/2021

A ~~Classified~~ Bargaining Unit Member may be represented up to Step I of the Grievance Procedure by him/herself and, at his/her option, accompanied by a representative provided by the Union. If a ~~Classified~~ Bargaining Unit Member is not represented by the Union or its representative, the District shall not agree to a resolution of the grievance without first providing the Union with a copy of the grievance, the proposed resolution, and an opportunity to respond.

The Union will exclusively receive time off from duties for the processing of grievances herein for Unit members who are designated as Union representatives, subject to the following conditions:

1. By no later than ten (10) days following the signing of this Agreement, the Union will designate in writing to the Superintendent the names of nine (9) unit members who are to receive time off;

2. Prior to release from duties for grievance processing, the designated representative must inform the immediate supervisor in order that substitute service may be obtained, if such is necessary; and

3. That time off shall be limited solely to one (1) designee representing grievant in a conference with a management person. Under no circumstances shall such time be used for investigating grievances, gathering information, interviewing witnesses or preparing a presentation.

The granting of release time does not mean that the District must schedule any or all such grievance meetings during working hours.

The District shall maintain separate grievance files for documents, communications, and records dealing with the processing of a grievance.

DATED: 3/5/2021


DISTRICT RESPONSE 2/5/2021, 3/5/2021

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Joseph Bremgartner, Assoc Supt,  
Human Resources

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Marly Sandoval, International  
Representative, USW Local 8599



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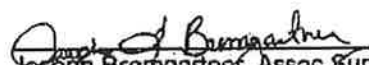
Tika Davé-Harris, Director, Classified  
Human Resources

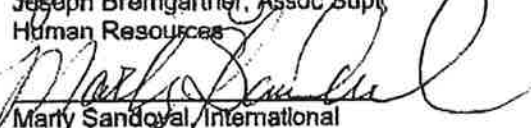
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Dawn Dooley, President, USW Local  
8599

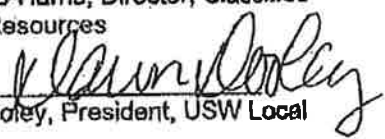
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 Joseph Bremgartner, Assoc Supt,  
 Human Resources

  
 Marty Sandoval, International  
 Representative, USW Local 8599

  
 Tilka Davé-Harris, Director, Classified  
 Human Resources

  
 Dawn Dooley, President, USW Local  
 8599