

ARTICLE 6  
GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a claim by one (1) or more unit members or the Association that there has been an alleged violation, misinterpretation or misapplication of a provision of this Agreement; whether the violation is caused by Superintendent or by a school district.
2. The “grievant” is the unit member, unit members, or the Association making the claim.
3. “Immediate supervisor” is the County Office program administrator who the grievant is responsible to, whether or not the administrator is located at the grievant’s work site.
4. A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the grievance including any person(s) employed by the County Office and/or employed by a school district for which County Office services are provided.
5. A “work day” is any day in which the grievant is required by contract to render service.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise affecting the welfare or working conditions of unit members and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Timelines

1. Timeline To Initiate Grievance: The unit member(s), or Association acting on behalf of unit member(s), shall initially file any grievance not later than twenty (20) workdays after the problem solving conference in Article 6, Section E.1.
2. Timeline To Appeal At Each Level: An appeal to any subsequent level of the grievance procedure shall be filed in writing within five (5) workdays after receipt of a written response or within ten (10) workdays from the date of presentation of the grievance at the previous level if no response was given unless the timelines have been mutually extended.
3. Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.
4. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.
5. In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year, and if left unresolved harms a grievant, the grievant, at his/her option, may continue to process the grievance during the summer or postpone further processing until school resumes.

D. Types Of Grievances Initiated At Level Two

1. Grievances that claim unsafe conditions pursuant to Article 18 shall commence with Level Two.
2. Where a grievance alleges a common action or inaction affecting unit members at multiple sites, the Association, either on its own behalf or on behalf of more

than one (1) affected unit member, may initiate a written grievance at Level Two.

3. If a grievance arises from action or inaction of the County Office at a level above the immediate supervisor, the grievant shall initiate such grievance in writing at Level Two.

E. Procedure

1. Problem Solving Conference - Immediate Supervisor

- a. Prior to filing a written grievance (Appendix H), the affected unit member(s) shall request a meeting to discuss a potential grievance with the immediate supervisor. The immediate supervisor shall schedule a meeting, and if relevant, may invite the school district administrator who is involved in the issue to participate along with the unit member. The purpose of the meeting shall be to solve the problematic issue. If the matter is not resolved, the grievant may pursue a formal grievance within the timeline in Article 6, Section C.1 unless the deadline has been extended by the immediate supervisor.

2. Level One - Immediate Supervisor

- a. A grievance shall be presented in writing to the immediate supervisor using the grievance form with a copy simultaneously provided to the Association. The immediate supervisor shall meet with the grievant within five (5) workdays of receipt of the grievance. The immediate supervisor shall provide to the grievant and the Association a written disposition of the grievance, including the reasons therefore, within five (5) workdays of such meeting.

- b. If the grievant and/or the Association is not satisfied with the Level One disposition of the grievance, or if no written response has been timely given at Level One, the grievance may be appealed to Level Two within the timeline in Article 6, Section C.2. A copy of the appeal shall be simultaneously provided to the Association.
3. Level Two - Superintendent Or Designee
- a. The Superintendent or designee shall meet with the grievant and/or designated Association representative within five (5) workdays of receipt of the grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, to the grievant and Association within five (5) workdays of such meeting.
  - b. If the grievant and/or the Association is not satisfied with the response to the grievance at Level Two, or if no written disposition has occurred, the grievance may be appealed to grievance mediation at Level Three within the timeline in Article 6, Section C.
4. Level Three - Mediation
- a. Upon receipt of a timely appeal, the Superintendent and Association shall jointly request that a mediator from the California State Mediation/Conciliation Service be assigned to assist the parties in the resolution of the grievance.
  - b. The mediator shall meet with the parties for the purpose of resolving the grievance. If an agreement is reached, the agreement shall be reduced to writing. The parties shall mutually decide in each case whether the settlement is precedential.

- c. If the grievance has not been resolved within twenty (20) workdays after the first meeting held by the mediator, the grievant may terminate Level Three and may request the Association to appeal to Level Four. All Level Four appeals must be filed within ninety (90) calendar days after the written appeal to Level Three unless the timeline is mutually extended or unless it is documented that the mediator has not been available to hold a session within the ninety (90) calendar days.

5. Level Four-Binding Arbitration

- a. If the Association proceeds to arbitration, it shall notify the Superintendent in writing. Within ten (10) days of such notification, representatives of the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association and Superintendent shall each pay one half (1/2) of any charges required by the American Arbitration Association for services rendered.
- b. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to

include in any award such financial reimbursement or other remedies as she/he judges to be proper. The decision of the arbitrator shall be submitted to the Association and the Superintendent and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after she/he has had an opportunity to hear the merits of the grievance.

- c. All costs of the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room shall be borne equally by the Superintendent and the Association. All other costs, except for release-time for the grievant(s), Association representative(s) and witnesses, shall be borne by the party incurring them.
- d. At the option of the Association, the arbitration may be held under the Expedited rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration.

F. Unit Member Rights Of Representation

- 1. A grievant may be represented at all stages of the grievance by a representative of his/her choice or the Association.
- 2. A unit member may at any time present grievances to the Superintendent and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration, and not inconsistent with terms of the written Agreement. If any unit member presents a grievance on his/her own behalf, the Association shall have the right to be present and state it's views at all grievance meetings. The Superintendent shall not agree to a

final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and the Association has been given an opportunity to file a response (Government Code section 3543).

3. The grievant and one (1) representative designated by the Association shall be released without loss of pay or cost to the Association in order to attend a grievance meeting or hearing. Any unit member who is requested to appear at a grievance meeting or hearing as a witness will be accorded the same right.

G. No Reprisals

1. No reprisals of any kind shall be taken by the Superintendent or by any representative of the administration against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

H. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.
2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and Association and made available to unit members.

I. Forms

1. See Appendix H for certificated form. Form is available at the County website.