15.3.1 A copy of a timely submitted written reply shall be attached to the complaint if the complaint is filed in the employee's personnel file.

15.4 All parties involved shall attempt to resolve the complaint at the lowest administrative level.

15.5 No complaint shall be filed in an employee's personnel file until the procedures set forth in this Article are exhausted.

15.6 A violation of this process set forth in this article shall be subject to the grievance procedure. The substance of the complaint shall not be subject to the grievance procedure as set forth in Article 16 of this agreement.

ARTICLE 16: GRIEVANCE/ARBITRATION PROCEDURE

16.1 DEFINITIONS

16.1.1 A **grievance** is a formal written allegation by one (1) or more unit members, or unit members as a group represented by the Association, or by the Association, that there has been a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrations regulations and procedures must be undertaken under separate legal processes.

16.1.2 A **day** is a day upon which the District Office is open for business, as published on the District website. Computation of time shall begin on the day following the alleged violation of the Agreement.

16.1.3 The **immediate supervisor** is the lowest level supervisor or management employee having immediate jurisdiction over the issue.

16.1.4 The **grievant** is the unit member, unit members, or the Associations making the claim.

16.2 GENERAL

16.2.1 The grievant and immediate supervisor must be present at all levels of the processing of a grievance. The grievant may, at her/his election, be represented by the Association at all levels of the grievance process. The administration or Board may be represented by any person or agent designated by them to act on their behalf.

16.2.2 A grievance shall not be valid for consideration unless it is submitted in writing, on the prescribed grievance form, a copy of which is attached to this Agreement as Appendix D-1, to Human Resources Development setting forth the facts and specific provision(s) of the Agreement allegedly violated and the particular relief sought. The written grievance must be submitted within twenty (20) days from the date of the most recent act, omission or practice giving rise to the grievance. Failure to file any grievance within such time period shall be deemed a waiver thereof.

16.2.3 A decision rendered at any level in these procedures becomes final, unless appealed within the time period specified.

16.2.4 Failure by the District or its representative(s) to render a decision within the time periods specified herein shall constitute a denial of the grievance and the grievant may appeal to the next level.

16.2.5 Time periods given in these procedures may be modified by written agreement between the Association and the District.

16.2.6 If the same problem is identified by more than one (1) unit member, the Association or one (1) unit member on behalf of herself/himself and the other members may process the problem through the grievance resolution process. Names of unit members known to be affected shall appear on all documents related to the processing of the grievance. This provision may be waived by written agreement between the Association and the District.

16.2.7 A unit member may present grievances to the employer at any time, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration, and such adjustment is not inconsistent with the terms of the written Agreement. If any employee presents a grievance on her/his own behalf, the Association shall have the right to be present, and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

16.2.8 A unit member's grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities. Unit members shall carry out all management directives pending the final resolution of a grievance.

16.2.9 All documents resulting from the processing of a grievance shall be kept in a separate grievance resolution file and shall not be kept in a unit member's personnel file.

16.2.10 At any time after Level II, the Superintendent/designee may attempt to resolve the grievance by meeting with the grievant and the Association representative.

16.2.11 Whenever possible, grievance meetings shall occur outside of the grievant's regular work hours. When this is not possible, and it becomes necessary for a single representative designated by the Association to attend a grievance hearing during the day, she/he shall be provided reasonable release time without loss of pay in order to permit participation in the foregoing activity. Witnesses for both parties shall be released with regular pay and benefits in time for testimony with as little disruption to the instructional schedule as possible.

16.2.12 Grievance processing timelines contained in this Article shall be suspended during an official District break or action period of five (5) consecutive days or more for the duration of the break period unless otherwise mutually agreed in writing by the parties.

16.2.13 Neither the Association nor the District, nor their respective representatives shall retaliate against a unit member who elects to participate or not participate in the grievance process as a grievant, witness, or representative.

16.3 GRIEVANCE STEPS

16.3.1 Level I Problem Solving

Prior to filing a grievance, the potential grievant will schedule a meeting with the immediate supervisor to identify the problem and seek resolution. The potential grievant shall notify the supervisor that the meeting is requested pursuant to this section. In the event the problem is not resolved at Level I, the decision may be appealed to Level II – Superintendent/Designee, provided the grievance is submitted on the prescribed form (Appendix D-1) to Human Resources Development within the twenty (20) day time limitation provided in paragraph 16.2.2.

16.3.2 Level II Superintendent/Designee

After receipt of the completed grievance resolution form, the Superintendent/Designee shall have ten (10) days in which to render a written decision regarding the grievance. In the event the grievance is not resolved at Level II, the decision may be appealed to Level III - Mediation, provided such appeal is submitted on the prescribed form (Appendix D-2) to Human Resources Development within ten (10) days after receipt of the decision at Level II.

16.3.3 Level III Mediation

The Superintendent/Designee shall, upon the receipt of the request for mediation within five (5) days, request the services of a mediator through the State Mediation and Conciliation Service, who shall meet with the parties and attempt to resolve the grievance. If the grievance is not resolved in such a fashion, the grievant has ten (10) days from the date of the final mediation meeting to file the grievance at Level IV. A Level IV grievance must be filled out on a new grievance form (Appendix D-3), including a notice to the District, that the grievant is proceeding to the Board of Education and be submitted to the Superintendent's Office.

16.3.4 Level IV Board of Education.

16.3.4.1 The grievant may present her/his case to the Board of Education at their next regularly scheduled meeting or, at the Board's discretion, at a special meeting.

16.3.4.2 The Board shall, within twenty (20) days after the hearing, render a decision in writing.

16.3.4.3 If the grievant is not satisfied with the results of Level IV, she/he has ten (10) days from the written decision to file a Level V grievance.

16.3.5 Level V Arbitration – (Effective July 1, 2001)

If the grievant is not satisfied with the disposition of the grievance at Level IV, the grievant may, within ten (10) days after Board review or ten (10) days after receiving notice of the Board's decision, request in writing that the Association submit the grievance to binding arbitration. Once the Association has received the request to proceed to binding arbitration, it has twenty-four (24) hours to notify the Superintendent of the request. Within fifteen (15) days after receipt,

the Association, by written notice to the Superintendent, may elect to submit the grievance to binding arbitration.

16.3.5.1 In the event the parties are unable to mutually agree upon an arbitrator, they shall request that a panel of seven (7) names of individuals experienced in the area of public school labor relations be submitted to both parties by the California Mediation and Conciliation Service. Upon receipt of the list, the parties shall alternately strike names until only one (1) remain, who shall be selected as the arbitrator.

16.3.5.2 If any question(s) arises as to the arbitrability of the grievance, such question(s) shall be first decided by the arbitrator in a separate hearing before consideration of the merits of the grievance.

16.3.5.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

16.3.5.4 The arbitrator may hear and determine only one (1) grievance at a time unless both parties mutually agree to consolidate similar grievances.

16.3.5.5 The arbitrator's decision shall be final and binding upon the parties, shall be in writing, and shall set forth findings of fact, reasoning, conclusions, and remedy. The jurisdiction of the arbitrator and the arbitrator's authority shall be confined exclusively to the interpretation of the express provisions of this Agreement which are at issue. The arbitrator 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 this Agreement or the written policies, rules, regulations and procedures of the District. The arbitrator shall not have the authority to impose limitations or obligations not expressly provided for in this Agreement. The arbitrator shall be without the power or authority to make any decision which requires the District to do any act prohibited by law or in violation of this Agreement.

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

16.3.5.7 The arbitrator's decision shall be submitted to the District and the Association within thirty (30) calendar days of submission of the matter.

16.4 MISCELLANEOUS

16.4.1 The exercise of management rights and prerogatives by the Board under Article III, which are not limited by the express terms of this Agreement, shall not be subject to the grievance resolution process.

16.4.2 This Article is not cumulative and shall be the exclusive procedure and remedy for the determination of any claim, the subject matter of which constitutes a grievance. Any unit member who brings an action on any such claim, or on whose behalf such an action is brought, in a court of law or equity, state or federal, or before any administrative tribunal, thereby waives any and all rights under this Article.

16.4.3 The District shall not be required to process any grievances upon expiration of this Agreement, except for grievances arising prior to the expiration date of the contract or any extension thereof.

ARTICLE 17: DUE PROCESS/JUST CAUSE

17.1 DUE PROCESS

17.1.1 The District shall not dismiss any unit member without fulfilling all appropriate provisions of the California Education Code.

17.2 JUST CAUSE

17.2.1 The District has the right and the responsibility to take appropriate action to discipline unit members for just cause which shall include, but not be limited to, instances of unprofessional conduct or violation of, or refusal to obey the school laws of the state or reasonable regulations prescribed for the governance of the public schools by the State Board of Education or by the Governing Board or by the School District, or by reasonable school level administrative rules.

17.3 DUE PROCESS (PROGRESSIVE DISCIPLINE PROCEDURES)

17.3.1 Verbal Warning

A verbal warning shall not be used unless the unit member has first been made aware of the performance standard. The unit member shall receive a written summary of the verbal warning and may request a meeting to discuss its content. Verbal warnings shall not be placed in the unit member's personnel file unless a written reprimand is later issued. Exceptions to a verbal warning may be made when safety and legal compliance issues are involved.

17.3.2 Written Warning

A written warning shall not be used unless the unit member has been given at least one (1) verbal warning about similar actions within the past twelve (12) calendar months. Written warnings shall not be placed in the unit member's personnel file unless a written reprimand is later issued. The unit member shall sign and date a receipt that he/she has received a written warning.

17.3.3 Written Reprimand

Written reprimands shall not be used unless the unit member has received a written warning about similar actions within the previous twelve (12) calendar