

ARTICLE III GRIEVANCE PROCEDURES

1. A grievance is an allegation by the Association that there has been a violation, misinterpretation, misapplication, or non-application of a provision of this Agreement.
2. The grievant is the Association.
3. The time limits specified at each level should be considered maximums and may be extended by mutual agreement.
 - 3.1. Should an issue of arbitrability arise, it shall be deferred to the arbitrator, and ruled upon prior to proceeding with the merits of the grievance.
 - 3.2. The right to contest arbitrability before the arbitrator is not waived by failing to raise the issue of arbitrability until the arbitration hearing.
4. In the event a grievance is filed at such a time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, the time limits set forth herein shall be mutually altered by the Association and the District to arrive at a timely resolution.
5. Grievance meetings normally will be scheduled by the District so as to not conflict with classroom duties. However, if the meeting is expected to extend beyond the normal business hours of the District's central office, the District shall provide release time with no loss of pay for the grievant(s).
6. Unit members shall be entitled to be represented at any level of these procedures by a representative of the Association.
7. "Working days", as used in this Article only, shall be defined as days when unit members are expected to be on duty.
8. **Level I**: In the event the grievant wishes to initiate a formal grievance, the grievant shall submit to the ranking administrator at the site where the grievable action occurred ("administrator") a written statement on a form provided by the District, (Appendix B), which shall describe the alleged violation, misinterpretation, misapplication, or non-application; specific Article and Section violated; and remedy sought.
 - 8.1. The written statement shall be submitted within thirty (30) working days after the act giving rise to the grievance first occurred, or with exercise of reasonable diligence, the grievant could have become aware of the alleged violation.

8.2. The “administrator” shall respond in writing to the grievant within ten (10) working days.

9. **Level II:** In the event the grievant is not satisfied with the response from the “administrator”, or if no response is received within ten (10) working days, the grievant may appeal to the Superintendent, or designee, within ten (10) working days after receipt of the Level I response, or its due date.

9.1. The grievant shall follow the same procedure for filing as was used in Level I.

9.2. The Superintendent, or designee, shall respond to the grievant in writing within thirty (30) working days after receiving the appeal.

10. If the grievant is not satisfied with the response of the Superintendent or designee, the grievant may submit the grievance to arbitration.

10.1. The Association shall give written notice of its decision to arbitrate the grievance to the District within thirty (30) working days after the response from the Superintendent, or its due date.

11. All costs for 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 District and the Association. All other costs, except for release –time for the Association representative(s), and witnesses, shall be borne by the party incurring them.

12. **Level III:** If the Association proceeds to arbitration, it shall notify the District in writing.

12.1. Within ten (10) working days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

12.2. If the parties are unable to agree upon an arbitrator within the ten (10) days, the Association shall file a Demand to Arbitrate with the American Arbitration Association.

13. The parties agree that the decision of the Arbitrator shall be final and binding.

14. No reprisal of any kind will be taken by the District or by any member or representative of the administration or the Board 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.

15. 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.
16. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the District and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.