

ARTICLE 14

PROCEDURES FOR PROCESSING GRIEVANCES

14.1 *Definitions*

14.1.1 A “grievance” is a formal written allegation by a grievant that said grievant has been adversely affected by a violation, misapplication, or misinterpretation of the specific provisions of this Agreement.

14.1.2 A “grievant: may be any unit member.

14.1.3 A “grievant” may also be the CUTA in the event the subject of the grievance involves only rights, or alleged rights, of CUTA.

14.1.4 “The immediate supervisor” is the grievant’s school site principal or his/her designee or, in the case of unit members whose immediate supervisor is a District supervisor (e.g. prep time providers), the District supervisor shall be the “immediate supervisor.”

14.1.5 “Days” as used in the Article shall mean days that the central administrative office is open for business.

14.2 *General Provisions*

14.2.1 Grievance proceedings shall be kept as confidential as reasonably possible at all levels.

14.2.2 All grievance procedures shall be undertaken in good faith.

14.2.3 Until final disposition of a grievance takes place, the grievant shall be required to fulfill or carry out the original order, requirement or other directive, provided, however, that the District employee giving the order, requirement, or other directive states in writing to the unit member that in said employee’s opinion the order, requirement or other directive is within the provisions of this Agreement and the law.

14.2.4 The District shall not agree to any resolution of the grievance beyond Level I until the CUTA has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. A copy of all formal grievances filed with the District shall be provided to the CUTA within five (5) days of receipt by the District.

14.2.5 Failure of the unit member to adhere to the submission deadlines shall mean that the unit member waives any right to further appeal under this grievance procedure.

14.2.6 Meetings for the processing of grievances shall be scheduled as much as possible at times which will not interfere with the regular work day of the participants. If

any grievance meeting or hearing must be scheduled during the regular work day, any unit member required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

14.2.7 The CUTA and the District shall each have the right to have a representative present, and the grievant shall have the right to be personally present, at all grievance levels. The grievant must be present at Level I. The grievant need not be personally present at any other level, although if the grievant chooses not to be present, he or she shall be available to provide any information requested by his or her representative during the course of a conference or hearing.

14.2.8 In the event the CUTA is the grievant, Level I shall be omitted.

14.2.9 In the event one or more grievances which contain common issues are at any time progressing concurrently, the same may, at the option of either party, be consolidated at the lowest level to which one of the said grievances has progressed, and the CUTA shall thereafter be considered the grievant.

14.2.10 All documents, communications and records created during the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

14.3 Grievance Levels

14.3.1 Level I

Prior to filing a written grievance, the employee shall attempt to resolve the issue by an informal conference with the immediate supervisor within twenty (20) days of the time the employee knew or should reasonably have known of the act or omission giving rise to the issue.

A. The employee and the immediate supervisor shall have up to ten (10) days, however, after the informal conference to attempt to resolve the issue.

B. Both the employee and the immediate supervisor shall sign a memorandum acknowledging that they have complied with this level and the date on which the informal conference occurred.

14.3.2 Level II: Formal Written

If the issue is not resolved at Level I, the employee shall, within ten (10) days after the informal conference (see Level I) to resolve the matter, present the grievance in writing to the immediate supervisor. The Level II grievance shall include the section of the Agreement being grieved and the specific remedy sought. The Immediate Supervisor

shall within ten (10) days after receipt of the grievance, prepare a written decision and submit it to the grievant and to the CUTA.

14.3.3 Level III

If not satisfied with the decision of Level II, the grievant, within ten (10) days after receipt of the written Level II decision, may appeal such decision by sending written notice of appeal to the Superintendent. Within ten (10) days after receipt of said notice of appeal, the Superintendent (or designee) shall prepare a written decision and deliver the same to the CUTA.

14.3.4 Level IV

If the grievant is not satisfied with the decision at Level III, CUTA may, within ten (10) days thereafter, request binding arbitration. The procedures of such arbitration shall be as follows:

A. CUTA shall notify the District, in writing, of their intent to request arbitration and to submit the grievance to arbitration. The grievance shall be submitted to the State Mediation and Conciliation Service. The parties shall select a mutually acceptable arbitrator. The arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

B All filing fees and 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 or hearing reporter will be borne equally by the District and CUTA. All other costs will be borne by the party incurring them.