# ARTICLE XII

# GRIEVANCE PROCEDURE – NO CHANGES

## Section 1. Definitions

A. A grievance is a formal written allegation by a grievant that he/she has been adversely affected by a violation, misinterpretation or misapplication of one or more specific provisions of this Agreement. Specifically excluded from this procedure are: Board policy, rules and regulations, and administrative regulation and procedures; matters excluded from this procedure by law.

B. A grievant is a bargaining unit member, a group of bargaining unit members or the Association.

C. A day is any day on which the Administrative Office of the Moorpark Unified School District is open for business.

D. The immediate supervisor is the lowest level administrator having jurisdiction over the grievant who has been designated to adjust grievances.

## Section 2. General Provisions

A. General Provisions

1. Time limits at any level of the procedure may be extended by mutual written consent of the parties, or by the incapacity of the grievant for up to thirty (30) days.
2. If a grievant does not present a grievance or appeal the decision rendered regarding his/her grievance within the time limits, the grievance shall be considered resolved.
3. If a District representative does not render a decision to the grievant within the time limits, the grievant may, within the time limits starting the day after the District's representative's last day to respond, appeal to the next level in the procedure.
4. Every reasonable effort shall be made by the grievant and the District to resolve the grievance at the lowest possible level.

B. Right of Representation

1. The Association shall have the right to represent grievants at any level of the formal procedure ~~as provided in SB 160.~~
2. The grievant and the designated Association grievance representative shall be granted reasonable time off without loss of pay to attend grievance hearings before management representatives at each formal level.
3. If any two or more employees have essentially the same grievance at a concurrent time, the grievances shall be consolidated and processed collectively.
4. If the grievant is a group of more than two (2) employees, and all grievants wish to be present at grievance hearing, then the hearings, except for arbitration, shall be scheduled outside of instructional time.

The grievants may choose to appoint one (1) representative for each three (3) grievants to speak for the collective group at grievance hearings; in such instances, grievance hearings shall be scheduled during normal work hours.

C. Rights upon Submission of Grievances

1. No reprisals of any kind shall be taken by the Superintendent or by any member of representative of the administration or Board of Education against any employee or group of employees or any member of the Association for participation in the grievance procedure.
2. No records regarding processing of a grievance shall be entered into any employee's personnel file.

## Section 3. Procedure

Level One - Immediate Supervisor

The grievant shall first discuss the grievance with the immediate supervisor with the objective of resolving the grievance. Within thirty (30) days after the date of the occurrence of the act or omission giving rise to the grievance, the grievant shall formally present his or her grievance in writing to his or her immediate supervisor. The written grievance shall include a clear, concise statement of the grievance, the circumstances involved, a listing of the provisions of the Agreement which are alleged to have been violated, and a statement of the action(s) requested of the District to resolve the grievance.

Within ten (10) days after receipt of the written grievance, the immediate supervisor shall meet with the grievant, and the grievant’s representative if so desired. Within five (5) days thereafter, a written decision shall be given to the grievant.

Level Two - Superintendent

If the grievant is not satisfied with the decision at Level One, he or she may, within five (5) days, appeal the decision in writing to the Superintendent or his or her designee. The written grievance shall include a clear, concise statement of the grievance and the circumstances involved, a listing of the provisions of the Agreement which are alleged to have been violated, and a statement of the action(s) requested of the District to resolve the grievance.

Within ten (10) days after receipt of the written grievance, the Superintendent or designee shall meet with the grievant and the grievant's representative. Within five (5) days thereafter, a written decision shall be given to the grievant.

When the Association is considered to be the grievant, as defined in Section 1, Level Two shall be the initial step in the procedure. The Association shall formally present its grievance in writing to the Superintendent within thirty (30) days of the date of the occurrence of the act or omission giving rise to the grievance. The written grievance shall include a clear, concise statement of the grievance and the circumstances involved, a listing of the provisions of the Agreement which are alleged to have been violated, and a statement of the action(s) requested of the District to resolve the grievance. The remaining time limits shall be the same as for all other grievances filed at Level Two.

Level Three - Arbitration

If the grievance is not resolved at Level Two, the grievant may present a request for arbitration, in writing, to the Superintendent, within fifteen (15) days of the date the decision was rendered at Level Two. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance.

The parties shall either sign a joint issue submission statement or execute and sign separate alternate issue statements after discussion of the issue(s).

The fees and expenses of the arbitrator shall in all cases be shared equally by the District and the Association.

Arbitration hearings shall be in private.

The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) names shall be requested from the American Arbitration Association (AAA), and selection shall proceed by AAA rules. Should this process fail to yield a selection, the parties shall request a second list of seven (7) names, and each party shall alternately strike one (1) name from the list until only one (1) name remains.

At the hearing, both the appealing grievant and the District shall have the right to be heard and to present evidence.

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