

A. Definitions1. Grievance

A grievance is claim by one or more teachers that they have been adversely affected by an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement.

2. Grievant

A member of the unit asserting a grievance as defined above is referred to as a grievant.

The Association through its president or his designee, may be a grievant for the purposes of protecting and enforcing the specific rights granted to it under Articles 3, 21, 25, and 26.

3. Day

As used within this Article, the term A day shall mean any day in which members of the unit are in a paid status.

4. Representatives

A representative is another member of the unit, an administrator, a CTA representative, an Association representative, a District representative, or legal counsel who shall represent any party to the grievance.

5. Association

Association means the Placerville Elementary Educators Association, exclusive representative or designee.

6. Individual Grievances

Any member of the unit may at any time present grievance to the employer and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment is reached prior to Arbitration and the adjustment is not inconsistent with the terms of this Agreement; provided that the employer shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance, and the proposed resolution, and has been given the opportunity to file a response.

B. Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve the problem through an informal conference with his/her immediate supervisor.

C. Formal Levels

Level 1: Immediate Supervisor

Within twenty (20) days after the occurrence of the act or omission giving rise to grievance, the grievant shall submit such grievance in writing to his/her immediate supervisor on a form provided by the District.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate his decision to the employee in writing within ten (10) days after receiving the grievance. If the administrator does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference.

Level 2: Superintendent

If the grievant is not satisfied with the decision at Level 1, he may within ten (10) days appeal the decision on the appropriate form to the superintendent or his designee.

This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear concise statement of the reasons for the appeal.

The superintendent or his designee shall communicate his decision to the grievant within ten (10) days. If the superintendent or his designee does not respond within the time limits provided, the grievant may appeal to the next level.

D. General Provisions

1. No reprisals of any kind shall be taken by the Board or the administration against any employee because of participation in this grievance procedure.
2. If a problem arises near the end of the year, all parties shall make every effort to resolve the problem before the end of the year.

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3. Employees shall have the right to representation of choice at all formal stages of this procedure.
4. When the District requires any employee, including representatives to be absent from the employees duties to process a grievance, release time shall be granted at no cost. Grievances will normally be handled outside school hours.
5. Documents, communications, and records dealing with a grievance which are not normally in the personnel file will not be included with the personnel files of any participant.
6. Upon mutual agreement timeliness may be extended or waived.
7. If the grievant and the superintendent agree, Level 1 of the grievance procedure may be bypassed and the grievance brought directly to Level 2. The immediate supervisor shall be notified.
8. The Board and the administration shall cooperate with the employee representative in his/her investigation of any grievance as long as the employee representative is acting within the policies set forth by the Board and the terms of this Agreement.
9. Exclusive representative will receive a copy of the grievance and the proposed resolution, and will be given an opportunity to file a response prior to final decision of the superintendent or his designee.