

## A. Definitions:

1. A "grievance" is an allegation by a grievant that he/she has been adversely affected by a violation of the specific provisions of the Agreement.
2. A "day" is any day in which the central administrative office of the Placerville Union School District is open for business.
3. "Conferee" - a person who, at the request of the employee or administrator, is invited to participate in a problem resolution conference.
4. A "grievant" may be any employee of the District covered by the terms of this Agreement and California School Employees Association (CSEA).
5. The "immediate supervisor" is the lowest level District administrator having immediate jurisdiction over the grievant.
6. Actions to challenge or change the general policies of the District as set forth in the rules and regulations of the administrative regulations must be taken under separate process. Other employer-employee relations matters for which specific methods of review are prescribed by law are not within the scope of this procedure.

## B. Informal Level - Specific Time Limits

1. Before filing a formal grievance, the grievant shall attempt to resolve the problem by an informal conference with his immediate supervisor within eight (8) days of the occurrence giving rise to the problem or within eight (8) days of the time he or she could have reasonably known of the occurrence. The supervisor shall give an answer within two (2) days.

## C. Formal Level

- Level 1. Within five (5) days after receipt of the informal response, the grievant must present his grievance in writing to his 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.

ARTICLE 20  
GRIEVANCE PROCEDURE - Continued

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

- Level 2. If the grievant is not satisfied with the decision at Level 1, he may within five (5) 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 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.

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

- Level 3. If the grievant is not satisfied with the decision at Level 2, he may within five (5) days request a hearing before the Board of Trustees on the grievance. The grievant shall be notified at which meeting the Board will hear the case as presented by the employee or his representative and a representative of the District. Such hearing shall normally be scheduled within sixty (60) days from the date of request. The decision of the Board of Trustees shall be final.

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 school year, all parties shall make every effort to resolve the problem before the end of the school year.
3. Employees shall have the right to representation of choice at all formal levels of this procedure. After receiving permission from his/her immediate supervisor, an employee representative shall be permitted to leave his/her normal work area in order to assist in processing of grievance with management.

ARTICLE 20  
GRIEVANCE PROCEDURE - Continued

4. When the District requires any employee, including conferees, to be absent from the employee's duties to process a grievance, release time shall be granted at no cost. Grievances will be handled during the workday (when possible) at an appropriate time for all parties involved.
5. Documents, communications, and records dealing with grievance resolution will not be included with the personnel files of any participant.
6. Neither party may seek other relief until the provisions of this policy have been exhausted.
7. Extension of the timeline in this policy may be granted upon mutual agreement.
8. 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.
9. The Board and the administration shall cooperate with the employee representative in its investigation of any formally filed grievance.