

ARTICLE 9 - GRIEVANCES

A. Grievance Procedure

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the welfare or working conditions of unit members.

B. Definitions

1. A “grievance” is an allegation by a grievant that there has been a violation, misapplication or misinterpretation of the provisions of this agreement.
2. A “grievant” is any unit member, group of unit members, or the Association.
3. A “respondent” is the party named by the grievant as being responsible for the alleged violation or dispute.
4. An “immediate administrator” is the District designated management employee who has immediate jurisdiction over the grievant, or who has been designated to adjust grievances.
5. A “day” for the purpose of filing or processing grievances is a day in which the central administrative office is open for business, except Saturdays, Sundays, unit member holidays and non-work days within the contract year, unless otherwise agreed to by both parties.

C. General Provisions

1. A unit member grievant may request an Association representative be present at all levels provided herein, or may process the grievance individually through Level IV.
2. Prior to the final resolution of a grievance, the Association President shall receive a copy of the grievance; a copy of the proposed resolution of the grievance; and shall have been given the opportunity to file a response.
3. Grievances of a similar nature may be consolidated.
4. Time Limits
 - a. The time limits specified at each level shall be considered maximums and every effort shall be made by both parties to meet the limits, which may be extended by mutual agreement.
 - b. In the event a grievance is filed at such time that it cannot be processed through all steps in this procedure by the end of the school year, the time limits shall be reduced upon mutual consent of the grievant and the respondent to allow for resolution by the end of the grievant’s service year.
 - c. All parties to the grievance shall have access to documents which relate to the grievance.
5. Security
 - a. The grievance forms dealing with the processing of grievances shall be filed separately from the unit member personnel file of each participant.
 - b. Both parties agree that the processing of a grievance shall be kept confidential.

D. Level I: Informal - Respondent

1. Within fifteen (15) work days of the occurrence of the act or from the time the grievant could reasonably be expected to know of the occurrence giving rise to the grievance, the grievant shall attempt to establish a resolution by an informal conference with the respondent.
2. If the grievant is not satisfied with the response at Level I, the grievance may move to Level II.

ARTICLE 9 - GRIEVANCES (cont.)

E. Level II: Formal - Appropriate Administrator

1. Within thirty (30) work days of the occurrence of the act or from the time the grievant could reasonably be expected to know of the occurrence giving rise to the grievance, the grievant must present the grievance in writing to the respondent and/or the appropriate administrator, on the appropriate form. The appropriate form, entitled *AVUSD Grievance Form (Appendix "A")* shall be provided to the grievant by the site administrator, Human Resources Office or an Association representative.
2. This statement shall include the circumstances involved, the specific section of this Agreement alleged to have been violated and the specific remedy sought.
3. The appropriate administrator shall communicate the decision to the unit member in writing within ten (10) work days after receiving the written grievance.
4. If the grievant is not satisfied with the resolution or the appropriate administrator does not respond within the ten (10) work day time limit, the grievant may appeal to Level III. Within these time limits either party may request a conference, which shall be granted.

F. Level III: Formal - Grievance Resolution Committee (GRC)

1. If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the appropriate form to the Grievance Resolution Committee (GRC) within forty-five (45) work days of the occurrence of the act or from the time the grievant could reasonably be expected to know of the occurrence giving rise to the grievance.
2. This statement shall include a copy of the original grievance, the decisions rendered previously and a statement of the reason for the appeal.
3. The GRC shall communicate in writing within ten (10) work days of receiving the appeal. Either party may request a conference within the time limit which shall be granted. The decision of the GRC shall be advisory to the Board of Trustees.
4. The GRC shall use a consensus decision-making process.
5. The composition of the Grievance Resolution Committee shall be:
 - a. The Superintendent or designee;
 - b. a site administrator, not from the grievant's work site, selected by the Superintendent;
 - c. a certificated member of the Human Resources Office;
 - d. the AVUTA President or designee; and
 - e. two (2) appointees from AVUTA who are not from the grievant's work site.
6. The GRC, under the rules set forth above, shall be advisory to the Board of Trustees for the period of the contract.

G. Level IV: Formal - Board of Trustees

In the event that either party is not satisfied with the GRC's decision, that party may appeal the decision in writing within ten (10) work days to the Board of Trustees. The Board shall respond within thirty (30) work days. The Board's decision is final.

APPLE VALLEY UNIFIED SCHOOL DISTRICT

GRIEVANCE FORM

FILING DATE: _____ OCCURRENCE DATE: _____ GRIEVANCE NO. _____

GRIEVANT: _____ RESPONDENT: _____

Check One: _____ Level II _____ Level III _____ Level IV

Distribution: Grievant; Respondent; Association Representative; Association

A. STATEMENT OF GRIEVANCE: _____

B. ARTICLE OF CONTRACT VIOLATION: _____

C. REMEDY DESIRED: _____

Signature of Grievant: _____ Date: _____

RESOLUTION: _____

Signature of Respondent/Administrator: _____ Date: _____

POSITION OF GRIEVANT AND/OR ASSOCIATION: _____

Signature: _____ Date: _____

Time Limits:

Level I

Fifteen (15) days from occurrence; Response at conference

Level II

Thirty (30) days from occurrence; Response, ten (10) days

Level III

Forty-five (45) days from occurrence; Response, ten (10) days

Level IV

Ten (10) days from Level III response; Response, thirty (30) days

*Attach additional pages
as necessary.*