

ARTICLE III
GRIEVANCES

Grievance Procedure Relating only to Agreement Disputes

- A. The purpose of the article is to provide a procedure for the consideration of grievances pertaining to an Agreement dispute, which is defined as an alleged violation, misapplication or misinterpretation of the specific provisions of this Agreement by an employee in the bargaining unit. This grievance procedure shall not be construed by either party to allow for class action grievances.
- B. This grievance procedure applies only to items covered in this Agreement.
- C. Any employee may present grievances relating to an Agreement dispute to his/her employer and have such grievances adjusted without the intervention of the exclusive representative or employee organization as long as the adjustment is not inconsistent with the terms of this Agreement. An authorized NTA representative may file a grievance on behalf of the employee with or without the consent of the employee. The public school employer shall not agree to the adjustment or resolution of the grievance until the exclusive representative or employee organization has received a copy of the grievance and the proposed resolution and has been given five (5) days to file a response.
- D. The District and the exclusive representative or employee organization agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level.
- E. Time limits provided in this grievance procedure may be extended or shortened by mutual Agreement when in writing and signed by the parties. Failure by the District to adhere to time limits shall permit the grievant to appeal to the next step (higher level). Failure of the grievant to adhere to time limits shall mean that the employee is satisfied with the latest answer and waives any right to further appeal within the grievance procedure.
- F. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- G. Efforts will be made to schedule meetings for the processing of grievances at times, which will not interfere with the regular workday of the participants. Grievance procedure hearings under Steps 0, 1 and 2 will not be conducted more than one (1) hour before or later than one (1) hour beyond scheduled student attendance at the school site. These same hours shall apply when students are not in attendance unless a mutually agreed upon time is established.
- H. When a grievance has been filed by an employee, the grievant may terminate the grievance at any time by giving written notice to the public school employer or its designee.

Failure to comply with time limits, to attend scheduled meetings to discuss or hear the grievance, or to provide requested information at the grievants' disposal relating to the subject matter of the grievance, shall be deemed a termination of the grievance by the employee. The public school District shall give written notice of such termination to the employee.

- I. The grievant has the right to have a representative present at any step of this grievance procedure. The grievant, however, must be present at each step of the grievance procedure.
- J. Definitions:
 - 1. Grievance - A grievance shall mean a complaint by a teacher, group of teachers, or the Natomas Teachers' Association (NTA), in its own name, alleging that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.
 - 2. Grievant - A grievant is an employee covered by this Agreement who is filing a grievance on his/her behalf. The grievant may also be an authorized NTA representative.
 - 3. Employee - An employee is a certificated employee, as defined in the Recognition Statement.
 - 4. Representative - A representative is an employee of the District, employee of the NTA, CTA or the NEA, any legal assistance or any other person the grievant chooses who participates in the grievance procedure.
 - 5. Immediate Administrator - The site principal that has jurisdiction over the employee who is filing the grievance.
 - 6. Day - A day is any day in which the central administration office of the school district is open for business.
- K. The purpose of the grievance procedure is to resolve grievances at the lowest level, and to provide orderly procedure for reviewing and resolving grievances promptly.
- L. Timelines:
 - 1. To insure the prompt resolution of grievances, specific time limits have been established; however, they may be extended as necessary with the consent of both parties.
 - 2. If at any level or step the grievance is not resolved to the satisfaction of the grievant, it may be appealed to the next step in accordance with the established procedure.

3. If a grievance is not processed by the appropriate administrator at any step in accordance with the time limits of this article, the grievant may appeal to the next step.
4. If a grievance is not processed by the grievant at any step in accordance with the time limits of this article, it shall be deemed withdrawn.

M. Informal Level – Step 0 (Site Level):

1. Before filing a formal written grievance, the grievant shall seek a resolution by an informal conference with the immediate administrator.

N. Formal Level – Step 1 (Site Level):

1. A grievant may submit the grievance in-person to the immediate administrator or their designee, or in writing (i.e. certified mail or electronic mail) to the contact designated by Human Resources to promote timely receipt by the immediate administrator, within twenty (20) days after the violation, misinterpretation, or misapplication of the provisions of this agreement, after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance.
2. If the grievant does not receive acknowledgement from the immediate supervisor or their designee within two (2) days, the grievant will contact the immediate supervisor or designee via electronic mail to confirm receipt of the grievance for the purposes of establishing Day One of the timeline for Item 4 below.
3. The statement shall be a concise statement of the grievance, the specific section or sections of the agreement violated, and the specific remedy sought from the District.
4. The grievant and/or the Association shall meet with the administrator or designee within twenty (20) days of submitting the formal grievance. The parties will attempt to resolve the grievance at Step 1.
5. The immediate administrator shall communicate a decision to the grievant in writing within ten (10) days after the meeting.

O. Formal Level – Step 2 (District Level):

1. If the grievant is not satisfied with the decision at Step 1, or if no written decision has been rendered within ten (10) days, then within ten (10) days of receipt of the decision, or upon the termination date of the decision deadline, a written appeal on the appropriate form may be made to the Superintendent or their designee after filing with the District grievance officer (via the NTA Grievance Chair).
2. This statement shall include a copy of the original grievance, any decision rendered by the immediate administrator, and a clear and concise statement of the reasons for the appeal.

3. The Superintendent or designee shall render a written decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits.

P. Formal Level – Step 3 (Mediation):

1. If the grievant and/or the NTA are not satisfied with the decision, or if no decision has occurred pursuant to the provisions of Step 2, the grievance may be referred to a mediator from the State Mediation and Conciliation Service (SMCS).
2. If either the District or the NTA elects to go to mediation, the party so electing must notify the other party in writing within fifteen (15) days following the Step 2 decision. Both the NTA and the District agree to participate in the process in good faith in an attempt to reach an equitable resolution.
3. Either the District or the NTA may contact SMCS for the assignment of the mediator. A meeting will be scheduled as soon as calendars can be arranged.
4. If the NTA and the District mutually agree, they may use an alternative to the SMCS.
5. Other than the costs for a mediator, which are to be borne equally, each party shall pay its own costs.

Q. Formal Level—Step 4 (Arbitration):

1. A grievance which is not settled at Step 3, and which the NTA desires to contest further, shall be submitted to arbitration as provided herein, but only if the NTA gives written notice to the District of its desire to arbitrate the Grievance within ten (10) days after the termination of Step 3. It is expressly understood that the only matters which are subject to arbitration are grievances as defined above which were processed and handled in accordance within the limitations and procedures of this Article.
2. Upon receipt of the notice, the District shall request a panel of arbitrators from the State Mediation and Conciliation Service. The District and the NTA shall strike in turn until one name remains. The order of striking shall be determined by lot.
3. Upon the mutual and written agreement of the District and the NTA, the parties may elect to utilize the expedited arbitration procedures of the American Arbitration Association.
4. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District. The decision of the arbitrator will be submitted to the Superintendent and the NTA and will be final and binding upon both parties to this Agreement.

5. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room or court reporter/recorder will be borne equally by the district and the NTA. All other costs will be borne by the party incurring them.
6. The decision of the arbitrator within the limits herein prescribed shall be final and binding on all parties.
7. In all cases the grievance and arbitration procedure described above is to be the NTA's and a unit member's sole and final remedy for any claimed breach of this Agreement.
8. All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.
9. Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems that occur above Step 1 as a result of the summer recess. Failure to meet time limits by the District shall mean that the grievance may be automatically advanced to the next level.

R. General Provisions

1. All documents, communication, and records resulting from the processing of a grievance shall be filed separately from the personnel files of any participant.
2. When it is necessary for a grievant, and his/her representative, or an employee requested to appear to attend a grievance meeting or hearing during the working day, such parties shall be released without loss of pay.
3. If a grievance arises from action or inaction of a person at a level above the school or department, the aggrieved person shall submit such grievance in writing and in accordance with Step 1 to the Superintendent.
4. Appropriate forms for the filing and processing of grievances will be developed jointly by the Superintendent or designee and employee organization and provided by the district as necessary at the cost of the district.
5. No reprisals of any kind will be taken by any person against any aggrieved person, any party in interest, any member of an employee organization, or any other participant in the grievance procedure by reason of such participation.
6. A teacher shall be represented at all stages of the grievance procedure by himself/herself or at his/her option, by a representative selected by the NTA. If the NTA or its representative does not represent a teacher, the NTA shall have the right to receive a copy of the grievance, the proposed resolution, and be afforded the opportunity to file a response prior to resolution.