

**STOCKTON UNIFIED SCHOOL DISTRICT
U.S. A. CONTRACT GRIEVANCE FORM**

GRIEVANT'S NAME

JOB TITLE

WORK LOCATION

**NAME SPECIFIC SECTION(S) OF THE CONTRACT CITED AS THE BASIS FOR THE GRIEVANCE.
(NOTE: REFER TO ARTICLE 10 OF THE CONTRACT (ON BACK OF FORM) FOR SPECIFIC GRIEVANCE
PROCEDURES, TIMELINES, ETC.)**

STATEMENT OF GRIEVANCE:

- A. DATE OF ALLEDGED VIOLATION: _____ B. DATE GRIEVANT BECAME AWARE OF VIOLATION: _____
C. DESCRIPTION OF THE PROBLEM OR COMPLAINT:

DATE

GRIEVANT'S SIGNATURE

IMMEDIATE SUPERVISOR'S RESPONSE:

DATE GRIEVANCE WAS RECEIVED

DATE CONFERENCE WAS HELD

**WAS GRIEVANT PARTICIPANTS AT CONFERENCE AND IF SO WHOM? _____
IMMEDIATE SUPERVISOR'S RESPONSE:**

DATE

SUPERVISOR'S SIGNATURE

**(NOTE TO SUPERVISOR: REFER TO ARTICLE 10 OF THE CONTRACT (ON BACK OF FORM) FOR SPECIFIC GRIEVANCE PROCEDURES,
TIMELINES, ETC.)**

ARTICLE 10 GRIEVANCES

- 10.1 A grievance is defined as a formal written allegation by a USA member that the District has violated, misinterpreted or misapplied a term or condition of this collective bargaining agreement. Only the terms and conditions of this Agreement may be subject to the grievance process.
- 10.2 A "grievant" may be any USA bargaining unit member covered by the terms of this Agreement.
- 10.3 "Days" mean any day in which the District Administration Building is open for business.
- 10.4 All grievances submitted under this Article shall be submitted on the District approved grievance form and shall include: (1) the Article allegedly violated; and (2) a concise statement of the complaint, including the specific acts, omissions, conduct or condition alleged to constitute the complaint.
- 10.5 Level I: The initial step (Level 1) in the grievance process is the attempt by the parties, consisting of the aggrieved person and his or her immediate supervisor, first discussing the grievance with the object of informally resolving the matter. Either party may elect to waive this step.
- 10.6 The written grievance shall be presented to the unit member's immediate supervisor by the employee no later than fifteen (15) days after the aggrieved person knew or should have known about the occurrence given rise to the grievance. This time limit will be strictly adhered to by the grievant. A copy of the grievance shall also be delivered to the president of USA and to the District Assistant Superintendent of Human Resources.
- 10.7 Either party may elect a Level I Conference. Such conference shall be scheduled within five (5) days of receipt of the Level I Grievance. Present at the conference will be the grievant, the immediate supervisor and such other management representative that the District may designate. The grievant may elect to have his or her representative present at the conference.
- 10.8 The supervisor's written response to the grievance will be provided within ten (10) days of the conference, above. If no conference is held, the supervisor's written response shall be provided within fifteen (15) days of receipt of the Level I Grievance. The response shall set forth the decision and the reasons therefore, and will be transmitted promptly to the grievant, the president of the USA and the Assistant Superintendent of Human Resources or his or her designee.
- 10.9 Within seven (7) days after receipt of the Level 1 decision, or if no decision has been rendered within the time-line stated above, the grievant, if not satisfied with the disposition of the grievance at Level I, may file Level II grievance in writing simultaneously with the president of USA and the District Assistant Superintendent of Human Resources or his or her designee.
- 10.10 Level II: The USA may file an organizational grievance or class action grievance at Level II within fifteen (15) days after the USA knows or should have known of an occurrence giving rise to the organization or class action grievance.
- 10.11 Within seven (7) days after receipt of the grievance, the Superintendent or his or her designee will inform the grievant and a representative of USA, if any, of the available hearing dates, times and places. The grievant and/or his or her representative shall notify the District of the selected date, time and place no later than five (5) days from the notification of the hearing date.
- 10.12 Present at the Level II hearing will be the grievant, the Superintendent or his or her designee, any personnel the District may designate, and the USA representative.
- 10.13 A decision within ten (10) days of the Level II hearing above shall be rendered setting forth the ruling and the rationale therefore, and the decision will be transmitted promptly to the aggrieved parties and to the president of USA.
- 10.14 Level III Mediation: If the grievant is not satisfied with the Level II decision, or if no decision is rendered within the specified time limits, the grievant may request USA to seek mediation pursuant to this paragraph. Such request must be made within ten (10) days of the Level II decision. By mutual agreement, the mediation level may be waived, and in this case the USA shall have fifteen (15) days in which to request advisory arbitration.
- 10.15 The USA, if concurring in the grievant's request to seek mediation, will request the California Mediation and Conciliation Service to provide a mediator to assist USA and the District in resolving the grievance. Copies of the written request to the Conciliation Service will be sent to the Superintendent and/or his or her designee and the grievant when the request is made.
- 10.16.1.1 The California Mediation and Conciliation Service will appoint a mediator (who shall be mutually acceptable to the District and USA) within ten (10) days of receipt of the letter, who shall attempt to resolve the grievance. If, for any reason, the California Mediation and Conciliation Service fails or refuses to act as provided herein, the parties shall meet and seek alternative conciliation methods.
- 10.17 The mediator shall not make written or public recommendations relative to the grievance.
- 10.18 If the aggrieved person is not satisfied with the disposition of the grievance at Level III, mediation, or if the conciliation process is not concluded within the ten (10) days, or if the mediator releases the parties prior to the conclusion of the ten (10) day time period for conciliation, or if the California Mediation and Conciliation Service fails or refuses to act within the prescribed time line, the aggrieved person may request, in writing, that USA submit the grievance to advisory arbitration. The USA, by written notice to the Superintendent within ten (10) days after Level III, or if the grievance is unresolved after the time limit provided in Level III, may submit the grievance to Level IV, advisory arbitration.
- 10.19 If the conciliation process does not solve the grievance within the Level III time lines, the USA must either withdraw the grievance or file for advisory arbitration. If the conciliation process does not resolve the grievance and the mediator releases the parties, the USA must file at Level IV (advisory arbitration) within ten (10) days.
- 10.20 Level IV Advisory Arbitration: The USA and the District shall request the assignment of an administrative law judge (ALJ) from the Office of Administrative Hearings. Both parties agree to move expeditiously to arbitration. No later than ten (10) days prior to the scheduled arbitration, representatives will meet in person or by telephone to attempt to agree on a statement of issues to be submitted to the ALJ.
- 10.21 The ALJ's decision will be advisory and in writing, and will set forth findings of fact, reasoning and conclusions on the issue(s) submitted. The arbitrator will be without power or authority to make any advisory decision which may violate the terms of this Agreement. An award shall not include the assessment of expenses against either party unless the subject of the grievance concerns the division of expenses as they pertain to arbitration. The decision of the ALJ, which is advisory only and not binding upon the parties, shall be submitted to the Superintendent and President of USA. The ALJ's decision shall be presented to the Board of Education at a regularly scheduled board meeting for approval or modification at the sole discretion of the Board.
- 10.22 All costs for the services of the ALJ, including, but not limited to, per diem expenses, travel and subsistence expenses will be borne equally by the District and the USA. All of the other costs will be borne by the party incurring them.