

**Tentative Agreement
between
Campbell Elementary Teachers Association and Campbell Union School District
August 14, 2019**

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Definitions

5.1.1 A "grievance" is a formal written allegation that there has been a violation, misinterpretation or misapplication of specific provision(s) of this Agreement.

5.1.2 A "day" for this Article shall be any day in which the grievant is required to render service to the District.

5.1.3 The appropriate designated District representative shall be the management person **most familiar with the situation** ~~having immediate jurisdiction over the grievant~~ and who has been designated by the District to adjust grievances. A member shall be notified if the immediate administrator is someone other than the management person having immediate jurisdiction over the member.

5.1.4 The grievant's representative shall be appointed by the Association, if the grievant wishes to be represented.

5.1.5 A "grievant" is any member(s) of the bargaining unit, or Association, asserting a grievance.

5.2 Purpose

The purpose of the grievance procedure is to attempt to secure equitable solutions to grievances at the lowest possible level. The grievant and immediate supervisor **or the administrator most familiar with the circumstances of the grievance** should attempt to resolve the grievance at the informal level.

5.3 Procedures

5.3.1 Informal Resolution

5.3.1.1 Any grievant shall attempt to present the grievance orally to their immediate supervisor **or the administrator most familiar with the circumstances of the grievance** within fifteen (15) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. The immediate supervisor **or administrator** shall meet with the unit member and attempt to resolve the matter within ten (10) days after the presentation of the grievance.

5.3.1.2 The parties to the grievance may be represented at this conference. The grievant may request an additional five (5) days extension in writing from the Human Resources Office. The extension will be granted if the written request is received by the Human Resources Office prior to the expiration of the time limit in Section 5.3.1.1.

5.3.1.3 Association Grievance: A grievance initiated by the Association may be filed at Level Two subject to compliance with the timelines set forth in 5.3.1.1.

5.3.2 Level One: Formal Written Grievance

5.3.2.1 If the grievance has not been resolved informally, the grievant may present a written grievance on the appropriate form within forty-five (45) days of the act or omissions which gave rise to the grievance, or within forty-five (45) days of when the act or omissions first came to the grievant's attention; or in the exercise of reasonable diligence should have come to the grievant's attention or within 20 days following the informal denial. **The Level One grievance will be filed with the supervisor or administrator who participated in the informal resolution meeting.**

5.3.2.2 The written statement of the grievance shall contain:

- (1) A description of the specific grounds for the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
- (2) A listing of the provisions of this Agreement which are alleged to have been violated;
- (3) A listing of the reasons the immediate supervisor's proposed resolution of the problem is unacceptable; and
- (4) A listing of specific actions requested of the District which will remedy the grievance.

5.3.2.3 The District's representative shall communicate a written decision and the reasons for the decision to the grievant within ten (10) days after receiving the grievance. If the District's representative does not respond within the time limits, the grievant may proceed to the next level. Within the above time limits, either party may request a personal conference.

5.3.3 Level Two: Appeal to Superintendent

5.3.3.1 If the grievant is not satisfied with the decision at Level One, or if there has been no response at Level One within twenty (20) days of submission of the formal written grievance, the grievant may appeal the decision in writing to the Superintendent or designee. **The designee will not be the same supervisor or administrator who responded at Level One.**

If the grievant does not appeal in writing within ten (10) days of receipt of the Level One response, the grievance is deemed to be resolved.

5.3.3.2 The written appeal shall include a copy of the original grievance, the decision rendered, and a statement of the reason(s) for the appeal.

5.3.3.3 The Superintendent or designee shall conduct an investigation and, upon request, hold a conference with the grievant. The parties to the grievance may be represented at this conference. Within ten (10) days of the receipt of the appeal or any amendment of the appeal, the Superintendent or designee shall deliver to the grievant a written decision, with the reasons for the decision.

5.3.3.4 If the Superintendent or designee does not respond within the ten (10) day time limitation, the Association may proceed to the next level.



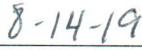
For CUSD



Date



For CETA



Date