

**TENTATIVE AGREEMENT BETWEEN THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT AND THE
DESERT AREA TEACHERS ASSOCIATION**

May 23, 2018

Except as agreed herein, all language currently contained in the collective bargaining agreement between the Sierra Sands Unified School District ("District") and the Desert Area Teachers Association ("DATA") is intended to remain in full force and effect.

ARTICLE XIV

GRIEVANCE PROCEDURES

A. A "grievance" shall mean an allegation by an employee that there has been a violation, misinterpretation, or misapplication of a specific provision(s) of this Agreement. The grievance shall include terms and conditions of employment solely as they relate to a specific provision(s) of this Agreement or the effect of Board policies, administrative directives, rules, or procedures for implementing this Agreement.

1. An action to challenge application(s) of Board policies, administrative directives, rules, or procedures over matters not contained in this Agreement are not grievances under the provisions of this Article and shall be undertaken pursuant to such separate administrative procedures as established by the Board.

2. For all matters which have specified review procedures, such procedures shall be the sole method of review or challenge (e.g., Affirmative Action).

B. A "grievant" shall mean an employee who is a member of the bargaining unit.

1. The Exclusive Representative may file a grievance on behalf of and with the written consent of specifically identified grievant(s).

2. The Exclusive Representative may file grievances concerning alleged violation

of the rights of the Exclusive Representative contained in this Agreement.

C. A "day" shall mean ~~when the District Office is open for business~~; a Teacher work day.
With the exception of summer break, when a day shall mean when the District Office is open for regular business hours.

D. An "immediate supervisor" is the management person having immediate jurisdiction over the grievant.

E. The grievant may elect to be represented by the Exclusive Representative and must inform the District in writing at least twenty-four (24) hours in advance of the meeting.

1. The grievant, a designated representative, or witnesses who are to testify, if any, participating in the grievance meeting shall suffer no loss in pay.

2. An employee may, at any time, present grievances to the Employer and have such grievances adjusted without the intervention of the Exclusive Representative, as long as the adjustment is not inconsistent with the terms of this Agreement; provided, however, that the Employer shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

3. At all levels of the grievance procedure, the grievant shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

F. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which could have been

included in the first grievance.

G. Time limits may be extended or shortened by mutual agreement of the grievant and the District.

1. On notice to the District, the employee has a reasonable right to postpone processing during vacation periods.

2. Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the District's action or decision at the appropriate level.

H. No reprisal of any kind will be taken by the District against any grievant or participant in the grievance procedure by virtue of such participation. All written materials pertinent to a grievance, except decisions resulting from final determinations or settlements, shall be filed separately in a grievance file.

1. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

Level One

I. Prior to presenting a grievance to the immediate supervisor the grievant shall present the problem to the Association grievance review committee for advice and recommendation. Within thirty (30) working days of the occurrence or knowledge of the occurrence of the alleged violation of the Agreement, the grievant shall present the grievance in writing to the immediate supervisor.

1. The written grievance shall contain the following minimum information:

a. The grievant's name

- b. The date of filing
- c. The date of the alleged violation
- d. The specific Article(s) and Section(s) violated
- e. The specific relief requested

2. Grievances not containing the required information shall be rejected as improperly filed. Such rejection shall not extend the time limits of this Article.

3. The grievant may request a conference with the immediate supervisor.

4. Within ten (10) days of receipt of the grievance by the supervisor, or within ten (10) days of the conference, if requested, the supervisor shall communicate a decision to the grievant in writing. If the supervisor does not respond within the time limit, the grievant may appeal to the next level.

Level Two

J. In the event that the grievant is not satisfied with the decision at Level One, a written appeal to the Superintendent or designated representative shall be filed within ten (10) days of the issuance of the Level One decision or the deadline within which such decision was to be made.

1. The appeal shall contain all materials utilized in the first level, including the decision rendered, if any, and a specific and concise statement of the reason for the appeal.

2. The Superintendent or designated representative shall meet with the grievant and the representative, if the grievant so desires, within ten (10) days of the receipt of the appeal.

3. Within ten (10) days of receipt of the appeal or within ten (10) days of the

meeting between the Superintendent and the grievant, a written decision and the reasons for such decision shall be transmitted to the grievant. If there is no response within the specified time limit, the grievant may proceed to the next level.

Level Three

K. In the event the grievant is not satisfied with the decision at Level Two, the grievant shall request in writing that the Exclusive Representative submit a request to the California State Conciliation Service for the assignment of a conciliator in order to assist the parties to achieve a satisfactory resolution of the grievance.

1. The request shall be made within ten (10) days of the issuance of the Level Two decision or the deadline within which such decision was to be made.

2. If a conciliator is not available within a time acceptable to the grievant, the grievance may proceed to the next level.

3. If a satisfactory resolution of the grievance is not achieved within ten (10) days following the first meeting with the conciliator, the grievant may proceed to the next level.

L. The Association and the Superintendent may both agree to bypass Level Three and go directly to Level Four.

Level Four

~~M. If a satisfactory resolution is not achieved within ten (10) days following the meeting with the conciliator, the grievant may proceed to the next level.~~

~~N.M. Arbitration hearings shall be conducted in accordance with the provisions of Level~~

Four of this Article. Board members may attend arbitration hearings as observers. All arbitration hearings shall be held within the District.

O.N. If the grievant is not satisfied with the result at Level Three, the Exclusive Representative may, within ten (10) days, submit the grievance to Arbitration by requesting a panel of arbitrators from the California Service. The parties shall alternately strike names from the list until there is one remaining who shall be selected as arbitrator. This does not preclude the parties from mutually agreeing upon an arbitrator. If the grievant is satisfied with the result at Level Three, or any prior level, the Exclusive Representative is barred from the arbitration procedure.

P.O. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s). The arbitrator shall have no power or authority to recommend or resolve any of the following:

1. The termination of services or failure to reemploy a probationary employee.
2. The classification of an employee as probationary.
3. The termination of services or failure to reemploy an employee in a position for which extra compensation is received.
4. The content of the employee's evaluation.
5. The District's right to promulgate rules, policies, or procedures for the implementation of this Agreement.

Q.P. After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning, and conclusions on the precise issue(s) submitted. The arbitrator shall be limited as follows:

1. Where the District has made a judgment involving the exercise of discretion, the

arbitrator shall review such decision solely to determine whether the decision has violated this Agreement and shall not substitute the arbitrator's judgment for that of the District.

2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.

3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.

4. The arbitrator's award may include restitution, financial reimbursement, or other proper remedy except fines, damages, or penalties.

R.Q. The decision of the arbitrator will be submitted to the Board and the Association.

S.R. The parties shall share the per diem and expense costs of the arbitrator and the American Arbitration Association administration fee. Each party shall bear all costs of its own case.

FOR THE DISTRICT

Dave Ostash
Dave Ostash
Assistant Superintendent, Human Resources
Sierra Sands Unified School District

Date: 6/6/18

FOR THE ASSOCIATION

Vanessa Vaughn-Springs
Vanessa Vaughn-Springs
President, Desert Area Teachers Association (DATA)

Date: 6/8/18

Carolyn Hiatt
Carolyn Hiatt
Negotiations Chairperson, Desert Area Teachers Association (DATA)

Date: 4/6/18