

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURES

A. General Provisions

A grievance is a claim by one or more unit members or the Association that there has been a violation of an expressed term of this Agreement between the Santa Monica-Malibu Unified School District and the Santa Monica Malibu Classroom Teachers. A grievant is a unit member, a group of unit members, or the Association. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from such procedures are those matters so indicated in this Agreement.

The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

Individuals may be joined to process a group grievance. The individuals joining in the group grievance must be individually identified and their names affixed to the grievance form.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Informal Level

Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve the grievance by means of an information conference with the immediate administrator. At the grievant's request, the grievant may be accompanied by an Association Representative. Following the informal conference, the grievant shall give the immediate administrator two (2) working days to effectuate a response prior to filing at the formal level.

C. Formal Levels

Step 1: *Within ten (10) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate administrator. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not within the exercise of reasonable diligence have known about it, then the ten (10) working day time limit shall begin to run on the date upon which either the grievant*

or Association knew or could with reasonable diligence have known of the occurrence.

The written statement shall be a clear, concise statement of the grievance stating the facts surrounding the grievance and the provisions of the Agreement alleged to have been violated, the decision rendered at the informal conference, and the remedy sought. The statement will be signed and dated by the grievant. *A meeting with the grievant and immediate administrator will be arranged to review and discuss the grievance. If the grievant is the Association, the unit member may be present. Such meeting will take place within three (3) working days from the date the written grievance is received by the immediate administrator.* The immediate administrator may invite other members of management to be present at such meeting. *The immediate administrator will give a written reply by the end of the third (3rd) working day following the date of the meeting, and the giving of such reply will terminate Step 1.*

Step 2: *If the grievance is not settled in Step 1, the grievant may present the grievance to the Superintendent or his designee within three (3) working days after the termination of Step 1, and a meeting will be arranged to review and discuss the grievance. Such meeting shall take place within five (5) working days from the date the grievance is received by the Superintendent or his designee. The Superintendent or his designee may invite other representatives of management to be present at such meeting. A written decision shall be rendered by the Superintendent or his designee within three (3) working days from the date of such meeting. Said decision shall be delivered to both the grievant and the Association and such delivery shall terminate Step 2.*

D. Arbitration

Grievances which are not settled pursuant to procedures of Steps 1 and 2, and which the Association desires to contest further, shall be submitted to arbitration as provided in this article, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within fifteen (15) working days after the termination of Step 2 of the grievance procedure. It is expressly understood that the only matters which are subject to arbitration under this article are grievances which were processed and handled in accordance with the grievance procedure set forth above, and which are not excluded from arbitration by other provisions of this Agreement.