

ARTICLE V

GRIEVANCE PROCEDURE

1.0 "Grievance" Defined: A "grievance" is defined as a claim that the District has violated an express term of this Agreement and that by reason of such violation the grievant's rights under this Agreement have been adversely affected. Grievances as so defined may be filed by:

- a. An employee
- b. LASPA on behalf of an employee with written approval of the involved employee(s); or
- c. LASPA on its own behalf as to alleged violations of rights granted to LASPA in this Agreement.

1.1 All other matters and disputes of any nature are beyond the scope of this grievance procedure including but not limited to any and all matters related to the examination, selection, hiring, suspension, demotion, and dismissal of employees, the classification and reclassification of positions or employees, and complaints by the public or an employee against another employee. Claimed violations of Article VII (Non-Discrimination) are to be handled under appropriate statutory procedures rather than under the grievance procedure.

1.2 The respondent in any grievance shall be the District itself rather than any individual supervisor or administrator.

1.3 If the same grievance or essentially the same grievance, as determined by mutual agreement between LASPA and the District, is filed by more than one employee, only one employee may process the grievance under this Article. The final determination of that grievance shall apply to the other pending grievances.

1.4 The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

1.5 Processing and discussing the merits of a grievance shall not be considered a waiver by the District of the defense that the matter is neither grievable nor subject to arbitration under this Agreement or that the grievance should be denied for other reasons which do not go to the merits.

2.0 Representation Rights in the Grievance Procedure: If a supervisor or an administrator with the authority and responsibility to adjust a grievance is absent during the time specified for meeting his/her responsibility under these procedures and no mutual agreement has been reached for a time extension, the District shall designate a representative to assume this

Article V -- Grievance Procedure

responsibility. The grievant must be present at each step of the grievance procedure.

2.1 At all grievance meetings under this Article, the grievant shall be entitled to be accompanied and/or represented by a LASPA representative. A grievant shall also be entitled to represent himself or herself. The supervisor and/or administrator shall have the right to be accompanied by another supervisor and/or administrator or District representative. By mutual agreement other persons such as witnesses may also attend grievance meetings.

2.2 When a grievant is not represented by LASPA, the District shall not agree to a final resolution of the grievance until LASPA has received a copy of the grievance, been notified of the proposed resolution, and been given an opportunity to state in writing its views on the matter, provided, however, that the grievance may be withdrawn by the grievant at any time which shall terminate the grievance procedure.

3.0 Released Time for Employees and LASPA Employee Representatives: Grievance meetings and hearings will be scheduled by the District at mutually convenient times and places during District business hours. Such meetings will be scheduled so as to minimize interference with regular employee duties. If a grievance meeting or hearing is scheduled during duty hours, reasonable employee released time, including necessary travel time with mileage reimbursement, will be provided to the grievant, the employee's LASPA representative, and to any witness who attends by mutual agreement.

4.0 Confidentiality: From the time a grievance is filed until it is finally resolved, neither LASPA, the District, nor the grievant shall make public the grievance or evidence regarding the grievance. This prohibition is not intended to restrict normal interviewing of witnesses and other necessary preparations for the hearing.

5.0 Effect of Time Limits: 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. If the District fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question, and the grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended, or waived but only by mutual written agreement.

6.0 Day Defined: A "day" for purposes of this Article is defined as any day of the calendar year except Saturdays, Sundays, and days recognized as holidays under this Agreement.

Article V -- Grievance Procedure

7.0 If a grievance does not relate to the immediate supervisor and the remedy requested is not within the authority of the immediate supervisor, the grievance may, if the grievant desires, be filed with the administrator who has such responsibility and authority.

8.0 Required Informal Discussion: Before filing a formal written grievance under Step One, a grievant must attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor and discussing the grievance with the supervisor. The written grievance must be filed within the time limits required under Step One, whether or not the grievant is able to first discuss it with the supervisor.

9.0 Step One: Within fifteen (15) days, as defined in Section 6.0, after the grievant or LASPA knew or reasonably should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate supervisor, on a form provided by the District, stating the facts surrounding the grievance, identifying the specific provisions of this Agreement which are alleged to have been violated, and the remedy requested. The form shall be signed and dated by the grievant. A meeting between the grievant and the Chief of Police or designee shall take place within five (5) days from presentation of the grievance. If appropriate, the immediate supervisor may also attend the meeting. The administrator shall reply in writing within five (5) days following the meeting. Unless there is mutual written agreement to the contrary, Step One shall terminate at the close of business on the ninth (9th) day following the Step One meeting.

10.0 Step Two: If the grievance is not resolved in Step One, the grievant may, within five (5) days after the termination of Step One, present the written grievance to the Assistant Superintendent, Office of School Operations or a designee not assigned within the School Police Department. Within five (5) days from the administrator's receipt of the grievance, a meeting shall take place to discuss the matter and the administrator shall reply in writing within five (5) days following the meeting. Unless there is mutual written agreement to the contrary, Step Two shall terminate at the close of business on the ninth (9th) day following the Step Two meeting.

11.0 Step Three: If the grievance is not resolved in Step Two, the grievant may, within five (5) days after the termination of Step Two, present the written grievance to the Deputy Superintendent or designee. At the discretion of the Deputy Superintendent or designee a meeting may take place within five (5) days from receipt of the grievance. The Deputy Superintendent or designee shall reply in writing to the grievance within five (5) days after the meeting, or if no meeting is held, within ten (10) days after receipt of the grievance. Unless there is mutual written agreement to the contrary, Step Three shall terminate at the close of business on the ninth (9th) day following the Step Three meeting, or if no

Article V -- Grievance Procedure

meeting is held, on the fourteenth (14th) day following the receipt of the grievance.

12.0 Request for Arbitration: If LASPA is not satisfied with the decision at Step Three, LASPA, with the concurrence of the grievant, may submit the matter to the Office of Staff Relations to arrange an arbitration hearing. This request must be made within five (5) days after the termination of Step Three.

13.0 Arbitration: The arbitration panel shall be composed of an arbitrator and two panel members. LASPA and the District shall each appoint one panel member, who shall be an employee or administrator of the District, to serve on the arbitration panel provided, however, that no employee may be selected by any grievant to serve on an arbitration panel more than twice in any calendar year.

Within five (5) days from the date the request for arbitration is received by the Office of Staff Relations, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of an arbitrator.

The arbitrator may be jointly agreed upon by the parties or shall be selected from the following list of persons by alternately striking names until one remains.

Howard Block	Joseph Gentile	John D. Perone
C. Chester Brisco	Geraldine Leshin	Thomas Roberts
R. Douglas Collins	Kenneth Perea	William Rule
Julius Draznin		

The party who strikes the first name shall be determined by the flip of a coin. If the arbitrator indicates that he will not be available for hearing within a reasonable time not to exceed sixty (60) days, the parties shall proceed to select another arbitrator as indicated above.

13.1 The hearing shall be under the direction of the arbitrator who shall conduct all matters in accordance with the rules and procedures prescribed in Section 11513 of the Government Code except as otherwise indicated in this Article. Arbitration hearings shall be private with attendance limited to the panel, the parties to the grievance and their representatives, if any, and witnesses while testifying.

13.2 The Office of Staff Relations shall be responsible for the arrangements for the hearing, the maintenance of records and such other services required for the fulfillment of the arbitrator's responsibilities.

13.3 The parties shall exchange lists of proposed witnesses not later than five (5) days prior to the first date of the hearing.

Article V -- Grievance Procedure

13.4 Neither party shall communicate with the arbitrator without first contacting the other party to explain the purpose of the intended communication.

14.0 Optional Preliminary Hearing On Issues Which Do Not Involve Merits of Grievance: If the District claims that the grievance should be dismissed for reasons which do not go to the merits (e.g., mootness, untimeliness, matter beyond the scope of procedure, or breach of confidentiality provisions) the District may cause its claim to be heard and ruled upon by the arbitration panel prior to a hearing on the merits. If the District plans to invoke this separate preliminary hearing, it shall so advise LASPA prior to selection of the arbitrator. Immediately after selection of the arbitrator for the preliminary hearing, either LASPA or the District may require that a different arbitrator be selected to hear the merits in the event that such a hearing is required.

There shall be at least fifteen (15) days between the panel's decision on the preliminary matter(s) and any hearing on the merits. The preliminary hearing is optional to the District and if not utilized, the District shall not be precluded from raising its arbitrarily defenses at the regular hearing, provided that it gives LASPA ten (10) days' notice of its intention to do so. Moreover, both LASPA and the District shall retain all rights they have under law to pursue issues relating to arbitrability of a grievance.

15.0 Limitations Upon the Arbitrator: The arbitration panel shall have no power to alter, add to, or subtract from the terms of this Agreement, but shall only determine whether an express term of the Agreement has been violated as alleged in the grievance. Past practice of the parties in interpreting and applying the terms of this Agreement may be relevant evidence, but shall not be used so as to justify or result in what is in effect a modification (whether by revision, addition, or detraction) of the terms of this Agreement.

The arbitration panel shall have no power to render an award on any grievance occurring before or after the term of this Agreement or to grant a remedy exceeding that sought by the grievant. Grievances arising prior to this Agreement are to be handled pursuant to applicable Board rules which were in effect prior to this Agreement.

16.0 Effect of Arbitration Award: The arbitration panel's decision shall be final and binding upon the grievant(s), the District, and LASPA. The California law on final and binding arbitration awards between a school district and an employee organization shall be applicable to such a decision.

16.1 Except as provided above, a final and binding award which determines the merits of a dispute shall be conclusive on the grievant(s), the District, and LASPA in any subsequent proceedings, including disciplinary and termination proceedings.

Article V -- Grievance Procedure

16.2 Unless otherwise indicated in this Agreement this grievance procedure is to be the employees' and LASPA's sole and final remedy for any claimed breach of this Agreement.

17.0 Expenses: All fees and expenses of the arbitrator shall be paid by the losing party. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcription. Any dispute as to the identity of the losing party shall be resolved by the arbitrator.

18.0 Grievance Files: The District's Office of Staff Relations shall maintain a file of all grievance records and communications separate from the personnel files of the grievant(s), and grievance documents and decisions shall not be included in the personnel files unless it is reasonably necessary or appropriate to do so.

19.0 No Reprisals: There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a grievant pursuant to these procedures.