

Contract year 2016-17
Tentative Agreement #11
Between the
Vacaville Teachers Association
And the
Vacaville Unified School District

The Vacaville Teachers Association and the Vacaville Unified School District agree to the following concerning the 2016-17 contract (changes/additions in bold):

11.4 Procedures

- 11.4.1 Level One. Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, the grievant will discuss the grievance with his/her immediate supervisor, with the objective of resolving the matter informally. If not resolved, grievant may seek the advice of the designated Grievance Representative.
- 11.4.2 Level Two. If the grievant is not satisfied with the disposition of the grievance at Level One of the discussion he/she may file the grievance, in writing, simultaneously with the president of the Association and the **Assistant Superintendent of Human Resources** within ten (10) days after the disposition of the grievance at Level One.
- Within ten (10) days after receipt of the written grievance by the **Assistant Superintendent of Human Resources**, the **Assistant Superintendent of Human Resources** will meet with the grievant and a representative of the Association in an effort to resolve it and will submit a written decision to the grievant within ten (10) days of said meeting.
- 11.4.3 Level Three. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no written decision has been rendered within ten (10) days after the grievance hearing with the **Assistant Superintendent of Human Resources**, the grievant may, within five (5) days, submit the grievance, in writing, to the **Superintendent**.
- Within five (5) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the grievant and a representative of the Association in an effort to resolve it and will submit a written decision to the grievant within ten (10) days of said meeting.**
- 11.4.4 Level **Four**. If the grievant is not satisfied with the disposition of his/her grievance at Level **Three**, or if no written decision has been rendered within ten (10) days after the grievance hearing with the **Superintendent**, the grievant may, within five (5) days, request, in writing, that the Association submit the grievance to the Board. If the Association decides to submit the grievance to the Board, it shall be submitted within ten (10) days. The Board shall, within twenty (20) days after receipt of the written grievance, meet with the grievant and a representative of the Association **in closed session** in an effort to resolve it and will submit a written decision to the grievant within ten (10) days of said meeting.

11.4.5 Level **Five**. Arbitration. In the event that the grievant is not satisfied with the decision at Level **Four**, he/she may, within (10) days of receipt of the written decision of the Board, request of the District that the grievance be submitted to a neutral arbitrator. Such request must be in writing and be accompanied by a written statement from the Association agreeing to take the grievance to arbitration. If no agreement can be reached on a mutually acceptable arbitrator within ten (10) days after the written request is made, the District and the Association shall jointly request that the American Arbitration Association supply a listing of names pursuant to its Rules. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in this step. Any award of the arbitrator shall be binding on the grievant, the Association and the District. It shall be the function of the arbitrator to make an award, if necessary, which will resolve the grievance. The arbitrator shall be subject to the following limitations:

- 11.4.5.1 The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement; but shall determine only whether or not there has been a violation, misapplication or misinterpretation of this Agreement, as alleged by the grievant.
- 11.4.5.2 The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
- 11.4.5.3 The arbitrator shall have no power to change any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy or rule.
- 11.4.5.4 The arbitrator shall not consider any issue/evidence raised by the grievant or the district unless it was known by both parties at an earlier level of this grievance procedure.

- 11.4.5.5 All fees and expenses of the arbitrator shall be shared equally by the District and the Association.
- 11.4.5.6 Both parties, in case of grievance time lines preventing resolution before cessation of school, may mutually agree to expedite by shortening time lines.
- 11.4.5.7 No grievant shall use the grievance procedure in regard to any claim or complaint for which there is another remedial procedure or course established by statute or by regulation having the force of law.
- 11.4.5.8 No grievant shall use the grievance procedure to change any practice, policy or decision of the District unless such practice, policy or decision is contrary to the specific provisions of this Agreement.

For the District

For the Association

*Janet Dietrich
VUSD Chief Negotiator*

*Brenda Hensley
VTA Bargaining Chair*

Date