

Article V

Grievance Procedure

- 5.1 The purpose of this grievance procedure is to provide, at the lowest administrative level, a means by which a grievance may be resolved in an equitable, efficient manner, in an atmosphere of courtesy and cooperation.
- 5.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. All time limits shall consist of working days. Upon mutual agreement between the Board and the association, these time limits may be extended.
- 5.3 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, and shall be treated as confidential material. These materials shall not be reviewed for decisions regarding reemployment, promotion, assignment, or transfer. Both parties agree that no adverse actions shall be taken against the grievant(s) or participants in the grievance process because of the use of this procedure.
- 5.4 Grievance hearings and meetings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When mutually scheduled hearings are held during the duty day, persons required to participate in the hearing shall be excused without loss of pay or other benefits.
- 5.5 The aggrieved party shall be present at all meetings and hearings and may be represented at all meetings and hearings at all steps of the grievance procedure, by an association representative.
- 5.6 Definitions:
 - 5.6.1 Grievance – A claim by the association, a member or members of the bargaining unit that there has been a violation, misinterpretation, or misapplication of an express provision of this agreement.
 - 5.6.2 Grievant – A grievant is the association, a district employee, or group of employees in the bargaining unit covered by this agreement, who is filing a grievance.
 - 5.6.3 Parties in Interest – The person or persons making the claim, any person or persons assisting the claimant, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

5.6.4 Immediate Administrator – An immediate administrator is the administrator having the first line jurisdiction over the employee who is filing the grievance.

5.7 Grievance Resolution – Grievances will be processed in accordance with the following steps. Should association release time be required to provide representation, approval will be requested from the Assistant Superintendent, Human Resources no less than three (3) days prior to the scheduled meetings. All dates and timelines may be extended by mutual agreement.

5.7.1 Step 1. Informal Level: Before filing a formal written grievance, the grievant shall identify the grievance and attempt to resolve it by an informal conference with the supervisor within fifteen (15) days.

5.7.2 Step 2. If the aggrieved party is not satisfied with the disposition at Step 1, the aggrieved party shall send a written copy of the grievance to the supervisor within ten (10) days following the step 1 meeting. The written information shall include:

5.7.2.1 Description of the specific grounds of the grievance, including names, dates, and places necessary for complete understanding of the grievance; and the date Step 1 took place.

5.7.2.2 A listing of the provisions of this agreement, which was alleged to have been violated, misapplied, or misinterpreted.

5.7.2.3 A listing of the specific action requested of the district, which will remedy the grievance.

5.7.2.4 The supervisor shall meet with the grievant within five (5) days of receiving the written grievance and send a copy of the written response to the grievant within five (5) days following the meeting.

5.7.3 Step 3. If the aggrieved party is not satisfied with the disposition at the Step 2, the aggrieved party shall send a written copy of the grievance to the Assistant Superintendent, Human Resources within five (5) days of receiving the disposition at Step 2. The written information shall include:

5.7.3.1 A copy of the grievance filled out completely with all documents attached that were used/submitted in Step 1 and 2 of the process.

5.7.3.2 The Assistant Superintendent, Human Resources or his/her designee shall meet with the aggrieved party within ten (10) days of receiving the grievance and render a written response within five (5) days after the meeting.

5.7.4 Step 4. If the aggrieved party is not satisfied with the disposition at Step 3, the aggrieved party shall send a copy to the Superintendent within five (5) days of receiving

the disposition at Step 3. The Superintendent or his/her designee shall meet with the grievant within ten (10) days of receiving the grievance and a written disposition shall be sent the grievant and association within five (5) days of the meeting.

5.7.5 Step 5. If a grievance is not resolved within ten (10) days after the decision is rendered at Step 4, the grievant may request that the association submit the grievance to mediation. Within Five (5) days after receipt of the request from the grievant, the Association will request, in writing, that the district contact the California State Mediation/Conciliation Services and request that a mediator be appointed at no charge to either party. The district will make the request to the Mediation/Conciliation Services within five (5) days of the request by the association. The parties shall attempt to reduce outstanding issues, and if possible, settle the dispute. The mediator shall not have the power or authority to render a decision on the issue(s) or impose a settlement on the parties. If mediation does not satisfactorily resolve the grievance, the grievant may appeal the grievance to Step 6.

5.7.6 Step 6. If a grievance is not resolved in Step 5, the grievant may make a request to the association within five (5) days following the last mediation session to submit the grievance to arbitration. The association, within ten (10) days, may by written notice to the Assistant Superintendent, Human Resources, request that the grievance go to arbitration. By mutual agreement between the parties, individual cases with similar facts may be combined before a single arbitrator. The arbitrator shall be selected by the two parties within five (5) days after such notice is given. If the two parties fail to reach agreement on the choice of the arbitrator within three (3) days, the American Arbitrator Association will be requested to supply a list of five names. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by flip of a coin. The rules of the American Arbitrator Association, then in force, shall be utilized by the parties in the conduct of the hearing. It shall be the function of the arbitrator to make an award to resolve the grievance. The arbitrator shall be subject to the following limitations:

5.7.6.1 The arbitrator shall have no power to add to, subtract from disregard, alter, or modify any of the terms of this agreement. The arbitrator shall have no power to establish the structure of the salary schedule.

5.7.6.2 The fees and expenses of the arbitrator shall be paid by the losing party, association or district, as determined by the arbitrator. All other expenses shall be borne by the parties incurring them and neither party shall be responsible for the expenses of the witness called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of service and expense of such report shall be paid by the party requesting the reporting or shared by the parties if both mutually agree. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and answers thereto, at each step. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall

submit, in writing, to all parties his/her findings as an award, which shall be final and binding.