

ARTICLE XVIII
GRIEVANCES

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A. PURPOSE: The purpose of a grievance procedure is to process a claim of grievance and to secure, at the administrative level closest to the aggrieved, solutions to problems which may, from time to time arise affecting working conditions as set forth in this Agreement. This grievance procedure shall not be construed as in any way hindering, discouraging or denying the settlement of complaints outside the structure of the grievance procedure. 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 Board Policy.

B. DEFINITIONS:

1. Grievance: A grievance is a claim by a grievant of a violation, misinterpretation or misapplication of specific provision(s) of this Agreement.
2. Grievant: A grievant is the unit member or Association making the claim.
3. Immediate Supervisor: The immediate supervisor is the management employee having authority over the unit member.
4. Day: A day is defined as a service day. If the grievant has a continuous break of five (5) or more normal work days during the time frames referred to in Section C, the definition of a day reverts to a day when the District Office is open for business beginning with the next work day.

C. PROCEDURE:

1. Informal Level
 - a. Informal Conference: A grievant shall attempt to resolve an alleged Agreement violation through an informal conference with the immediate supervisor.
 - b. Notification Conference: If the alleged violation is not resolved to the satisfaction of the grievant, the grievant will meet with the immediate supervisor to attempt final resolution of the alleged violation and/or notify the supervisor of the grievant's intent to begin the formal level timeline.
 - c. If the alleged violation is not resolved to the satisfaction of the grievant, the grievant has twenty (20) days to submit a grievance to Formal Level 1, commencing with the Notification Conference.

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2. Formal Level I

a. If the informal grievance has not been resolved to the satisfaction of the grievant, within twenty (20) days, the grievant must present such grievance in writing on the Certificated Grievant Form shown in Appendix A to the superintendent or designee. This statement shall be a clear, concise description of the alleged violation, the specific articles(s) and section(s), the circumstances involved, and the specific remedy sought. A meeting between the grievant and superintendent or designee will be held within five (5) days after receipt of the Certificated Grievance Form. The superintendent/designee shall deliver a written decision to the grievant within ten (10) days after receiving the grievance. Time limits may be extended by mutual written consent of both parties.

b. If the grievant or the Association is not satisfied with the decision after Level I, the grievant may, within ten (10) days, submit a written request for mediation of the grievance to the Association.

3. Level II - Mediation:

a. The Association, within five (5) days, may submit to the California State Conciliation Service a written request for the immediate services of a mediator.

b. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution to the grievance. The mediator shall schedule a mutually agreed upon time for the purpose of resolving the matter.

c. If a satisfactory resolution is achieved, both parties to the grievances shall sign a written statement to that effect, and thus waive the right of either party to further appeal the grievance.

d. The mediation step may be waived by mutual consent of the parties. If no agreement is reached within ten (10) days following the first meeting with the mediator, the grievance may be appealed to the next level.

e. Only the terms of settlements may be revealed. The terms of offers or statements made during mediation or discussions may not be used in subsequent steps.

4. Level III - Arbitration

a. If the grievance is not resolved at Level II, the Association may submit the grievance to arbitration. The Association shall notify the Superintendent in writing within twenty (20) days after receipt of the request from the grievant that the grievance has been submitted for arbitration.

1 b. The Association and the District shall attempt to agree upon an
2arbitrator. If no agreement can be reached within ten (10) days, a joint request shall be made
3to the California State Mediation Service requesting that list of seven arbitrators be
4submitted.

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6 c. The Association and the District shall alternately strike names
7until one name remains. The remaining name shall be the name of the selected arbitrator.

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9 d. The fees and expenses of the arbitrator ordered by the arbitrator
10shall be borne equally by the District and the Association. All other expenses shall be borne
11by the incurring party.

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13 e. The grievant and the Association representative shall be given
14release time to present the grievance in the arbitration hearing.

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16 f. Unit member witnesses shall be provided release time to
17testify. Repetitive testimony shall be limited to two (2) unit members.

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19 g. Arbitration hearings shall be conducted in accordance with the
20following provisions of this article. Board members may attend arbitration hearings as
21observers with notification to the Association prior to the day of the hearing. All arbitration
22hearings shall be held within the District.

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24 h. The arbitration shall be limited solely to the interpretation and
25application of this Agreement to the precise issue(s) submitted for arbitration. The
26arbitration shall not determine any other issue(s).

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28 i. The arbitrator shall not add to, subtract from, amend, modify,
29or alter any provisions or procedures contained in this Agreement.

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31 j. The arbitrator shall not issue statements of opinion or
32conclusions not essential to the determination of the issue(s) submitted.

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34 k. The arbitrator's award may include financial reimbursement or
35other proper remedy, except fines, damages, or penalties.

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37 l. After a hearing on the merits of the grievance, the arbitrator
38shall render a written decision which sets forth findings of fact, reasoning, and resolution to
39the precise issue(s) submitted. The decision of the arbitrator shall be final and binding and
40will be submitted to the Board of Trustees and the Association.

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42 5. Appropriate Form: Appropriate grievance form are those set forth
43in Appendix A.

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1 6. Grievance Termination: When a grievance has been filed by a
2unit member(s), the grievant(s) may terminate the grievance at any time by giving written
3notice to the Superintendent or designee. Failure of a grievant to comply with time limits, or
4to follow the established procedures shall be deemed a termination of the grievance.

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6 7. Meetings: Level I conference will take place as soon after the end
7of the student day as practical. Another time may be arranged by mutual consent of the
8District and the grievant.

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10 8. Responsibility:

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12 a. While a grievance is being processed, the grievant shall
13continue to perform duties as directed by Administration.

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15 b. No reprisal of any kind will be taken by the District against a
16grievant(s) or any other participant(s) in the grievance procedure by reason of such
17participation.

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19 9. Assistance:

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21 a. The grievant(s) is entitled to representation by the Association
22at any level of the procedure.

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24 b. Either or both parties may have one (1) person in attendance at
25an informal conference and two (2) persons in attendance at Level I. More persons may
26attend by mutual consent of both parties.

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28 c. When a grievant represents his/herself in a Level I (or beyond)
29the District shall submit to the Association a copy of any proposed resolution. The resolution
30shall not be final without Association approval.

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