

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 Grievance

6.1.1 A “grievance” is a claim by a unit member or the Association that there has been a violation, misinterpretation, or misapplication of this Agreement. Actions to challenge or change the policies of the District as set forth in the Board Policy/Administrative Regulations, which are not in conflict with this Agreement, must be undertaken under separate legal process.

6.2 General Provisions

6.2.1 The time limits contained herein are considered maximum limits. However, they may be extended or reduced by mutual written agreement.

6.2.2 The grievant may be represented by authorized representatives selected by the Association at any conference or hearing. For this purpose, released time may be provided the grievant and the Association representatives at a time mutually agreed to by the grievant and by the District’s designee.

6.3 Informal Level

6.3.1 Before filing a written grievance, the grievant is encouraged to attempt to resolve it by an informal conference with the grievant’s immediate supervisor. The immediate supervisor or his designee shall confer with the grievant within five (5) work days of the request. Any time required in this attempt shall be added to the ten (10) work days period for filing the grievance at Level 1.

6.4 Formal Level - Level 1 - School Level

6.4.1 Within ten (10) work days after the grievant has knowledge of or reasonably should have knowledge of the event which caused the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor. An extension of time may be granted by mutual agreement of the Association and the District.

6.4.2 This statement shall include the circumstances involved and the remedy sought.

6.4.3 The supervisor shall communicate a decision to the employee in writing within ten (10) work days after receiving the grievance. If the supervisor does not respond within the time limits, the grievance shall proceed to the next level.

6.4.4 Within the above time limits, either party may request a personal conference with the other party. The Association shall be notified by the District prior to such a meeting in sufficient time to provide representation.

6.5 Formal Level 2 - Superintendent’s Level

- 6.5.1 In the event the grievant is not satisfied with the decision at Level 1, the grievant may appeal the decision on the appropriate form to the superintendent within ten (10) work days.
- 6.5.2 This statement should include a copy of the original grievance, the decision rendered, and reason(s) for the appeal.
- 6.5.3 The superintendent shall communicate a written decision within ten (10) work days after receiving the appeal. Either the grievant or the superintendent may request a personal conference within the above time limits. The Association shall be notified by the District, prior to such a meeting, in sufficient time to send representatives. If the superintendent does not respond within the time limits, the grievant may request the Association to proceed to arbitration.

6.6 Formal Level 3 - Mediation

- 6.6.1 If the grievant or the Association is not satisfied with the decision at Level Two, it may, within ten (10) days, submit a written request for mediation of the grievance. In this event the Association shall, within five (5) days, submit to the California State Conciliation Service a written request for the immediate services of a Mediator.
 - 6.6.1.1 The function of the Mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. At the outset of this process, the Mediator shall schedule a meeting at a mutually agreeable time for the purpose of resolving the matter through mediation.
 - 6.6.1.2 If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to any further appeal of the grievance.
 - 6.6.1.3 The District and the Association have agreed that this level (Level Three of this Grievance Procedure) may be waived by mutual agreement. If no satisfactory settlement is reached within ten (10) days following the first meeting with the Mediator, either party may appeal the grievance to the next level (Level Four).

6.7 Formal Level 4 - Arbitration

- 6.7.1 In the event the grievant is not satisfied with the decision at Level 2, the grievant may, within ten (10) work days of the decision or the date the decision was due, request the Association to submit the grievance to arbitration.
- 6.7.2 If the Association agrees to submit the grievance to arbitration, it will so notify the superintendent and the American Arbitration Association (AAA) within fifteen (15) work days of the request. Except as otherwise agreed in writing, the parties shall then be bound by the Voluntary Labor Arbitration Rules of the AAA and the award of the arbitrator.
- 6.7.3 The arbitrator shall have no power to add to, subtract from, or modify the terms of the Agreement or the written policies, rules, regulations and procedures of the District.

6.8 Miscellaneous Provisions

- 6.8.1 The parties agree that the costs and fees of arbitration shall be borne by the District if the grievance is sustained and by the Association if the grievance is denied. In the event the grievance is sustained in part and denied in part, the arbitrator shall determine the appropriate share of costs to be assessed each party.
- 6.8.2 If the Board of Trustees wishes to review the grievance and the superintendent's proposed decision, the superintendent shall notify the grievant within the ten (10) work day time limit referred to in Section 6.5.3 above, and that time limit shall then be automatically extended to twenty (20) work days.
- 6.8.3 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.