

## **ARTICLE 17 - GRIEVANCE PROCEDURES**

### 17.1 DEFINITIONS

- 17.1.1        “*Grievance*”  
A written statement alleging that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement. The statement shall contain a request for a specific remedy to the grievance.
- 17.1.2        “*Grievant*”  
A unit member, group of unit members, or the Association filing a grievance.
- 17.1.3        “*Days*”  
A grievant’s working days, or, by mutual agreement, days when the District Office is open for business.
- 17.1.4        “*Immediate Supervisor*”  
The appropriate administrator having immediate jurisdiction over the grievant and designated by the District to adjust grievances.

### 17.2 GENERAL PRINCIPLES

- 17.2.1        Before filing a formal written grievance, the unit member shall attempt to resolve the grievance in an informal conference with the grievant’s immediate supervisor.
- 17.2.2        Either party has the right to representation at any step in this procedure. A grievant may represent oneself at all stages of this procedure, or, at the grievant’s option, be represented by the Association. If the grievant is not represented by the Association, adjustments may be made provided that the adjustment is not inconsistent with the terms of this Agreement. However, no adjustment shall be made until the Association has received a copy of the grievance and proposed resolution, and has been given the opportunity to file a written response. Such response shall be made within five (5) days after receipt of the proposed resolution.
- 17.2.3        If the same grievance, or substantially the same grievance is filed by more than one unit member, only one grievant may process the grievance through this procedure. The names of all grievants shall appear on all documents submitted by the grievant.

17.2.4 Once a grievance has been filed, it shall not be amended. If substantive information was omitted from the original written allegation, the grievant must refile the amended grievance with the appropriate supervisor at Step 1 of this procedure. Such amendment shall not invalidate the timeliness of a previously valid filing of the original grievance.

17.2.5 After completing the Informal Step, and in no event later than thirty (30) days after the grievant knew, or reasonably should have known of the event giving rise to the grievance, the unit member must submit the grievance in writing to the immediate supervisor.

### 17.3 STEPS IN THE GRIEVANCE PROCEDURE

#### 17.3.1 *“Informal Step”*

A required discussion of the allegation between the grievant and the appropriate supervisor in an attempt to resolve the grievance. In order to comply with this section, the grievant must apprise the immediate supervisor that the meeting is for purposes of invoking the Informal Level of the grievance procedures, before the informal level meeting is held.

#### 17.3.2 *“Step 1”*

If the grievance is not settled at the Informal Level, the written grievance shall be filed with the grievant’s immediate supervisor with copies of all materials to the Superintendent and Association. The immediate supervisor shall confer with the grievant and any witnesses requested, and within ten (10) days of receipt, render a decision. Copies of the decision shall be sent to the grievant and to the Association.

If the grievance does not arise from an alleged contract violation of the immediate supervisor, or if the remedy sought by the grievant is beyond the authority of the immediate supervisor, the grievance may be filed at Step 2 of the grievance procedure. The grievant or the Association shall notify the District’s Head for Human Resources of the grievant’s intent on filing the grievance at Step 2.

#### 17.3.3 *“Step 2”*

A grievant may appeal the decision from Step 1 to the Superintendent or designee within ten (10) days after receipt of the Step 1 decision. The appeal shall be presented in writing with all documents and printed materials submitted at Step 1. The Superintendent or designee shall confer with the grievant within ten (10) days after receipt of the appeal, and shall render a written decision within five (5) days after the conference. Copies of the decision shall be sent to the grievant and to the Association.

#### 17.3.4 “Step 3”

A grievant who is not satisfied with the decision at Step 2 may request the Association to submit the grievance to arbitration. If the Association concurs with the grievant’s request for arbitration, the Association shall, within ten (10) days after receipt of the Superintendent’s or designee’s decision, submit a request in writing to the Superintendent or designee for arbitration of the dispute, and the District shall join in the request. Failure to meet the time limit shall constitute an ultimate withdrawal of the grievance.

17.3.4.1 Within fifteen (15) days after notifying the District of the Association’s request for arbitration, the Association shall contact the Superintendent or designee in order to attempt to agree upon an arbitrator. Failure by the Association to contact the District within fifteen (15) days shall constitute a withdrawal of the request for arbitration.

If no agreement can be reached within ten (10) days, the parties shall request the American Arbitration Association to supply a panel of five (5) names of qualified arbitrators. The District and the Association shall alternately strike names from the list, with the order of striking being determined by lot. The person whose name remains after the striking procedure shall be the arbitrator.

17.3.4.2 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within ten (10) days, the parties shall request the American Arbitration Association to supply a panel of five (5) names of qualified arbitrators.

The District and the Association shall alternately strike names from the list, with the order of striking being determined by lot. The person whose name remains after the striking procedure shall be the arbitrator.

#### 17.4 AUTHORITY OF THE ARBITRATOR

17.4.1 The District and the Association agree that the jurisdiction and authority of the arbitrator, and the opinion or award expressed by the arbitrator, shall be confined exclusively to the interpretation of the express provisions of this Agreement.

- 17.4.2 The arbitrator shall be without power or authority to make any decision that requires the District or its administration to do an act prohibited by law, or is in violation of the Agreement.
- 17.4.3 The arbitrator shall have no power to render an award on any grievance initiated before or after the term of this Agreement.
- 17.4.4 If either party raises the issue of arbitrability, such party raising the issue may request, by written notice to the other party at least forty-eight (48) hours in advance of the hearing, a separate hearing on the issue of arbitrability. Such decision may, upon agreement of the parties, consist of a decision without written opinion. No hearing on the merits of the case will be conducted until the issue of arbitrability has been decided.
- 17.4.5 The decision of the arbitrator shall be submitted to the District and Association and shall be final and binding upon the parties in the dispute.

## 17.5 ARBITRATION PROCEDURE

- 17.5.1 *“Issues:*  
The arbitrator shall hear evidence on the issue or issues that were submitted to arbitration. If the parties do not agree on a submission agreement, the arbitrator shall frame the issues by referring to the grievance records at Steps 1 and 2.
- 17.5.2 *“Award”*  
The arbitrator shall submit a written award, with supporting findings, to each party within thirty (30) calendar days after submission.
- 17.5.3 *“Cost of Arbitration”*  
The fees and expenses of the Arbitrator shall be borne by the party that does not prevail in the award. All other expenses shall be borne by the party incurring them. Unless the parties agree to share the expenses, the cost of the services of a court reporter shall be paid by the party requesting same.
- 17.5.4 *“Election of Remedies”*  
The processing of a grievance beyond Step 2 shall constitute an expressed election on the part of the grievant that the grievance arbitration procedure is the chosen forum for resolving the issues contained in the grievance and that the grievant will not resort to any other forum for resolution or review of the issues. The parties do not intend by the provisions of 17.5.4 to preclude the enforcement of an arbitration award in any court of competent jurisdiction.

## 17.6 MISCELLANEOUS

- 17.6.1 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 of the participants.
- 17.6.2 Time limits set forth in this Article may be extended or shortened by mutual written agreement of the parties. Time limits for appeal provided in each step shall begin the day following receipt of a written decision. A grievant shall sign a copy of the proposed decision upon receipt.
- It is further understood that if there is no answer within the specified time limits at each step, the grievant may appeal to the next step. A grievant's failure to meet the time limit shall constitute an ultimate withdrawal of the grievance.
- 17.6.3 Nothing herein shall preclude the District and the Association from utilizing, by mutual written agreement for any particular case, expedited arbitration proceedings such as contracted time limits, waivers of transcripts and briefs, and/or immediate decision.
- 17.6.4 Grievance meetings will be scheduled by the District at mutually convenient times and places. Normally such meetings will be scheduled so that they will not conflict with instructional and professional duties. However, when grievance meetings are scheduled so as to conflict with such duties, reasonable release time without loss of salary will be provided to the grievant and his/her authorized Association representative.
- 17.6.5 Article 3 (Management Rights) is not subject to the grievance and arbitration provisions, unless the grievance in question is an allegation that the District has violated a provision of some other article and such article is itself subject to arbitration.
- 17.6.6 Form for filling grievances will be prepared jointly by the Association and District. The District will prepare and distribute the grievance forms to the Association and all work-site locations.
- 17.6.7 If a grievant files a grievance and it is later settled or dropped, the same grievant shall not file another grievance concerning the same factual allegations.