

## ARTICLE XII – GRIEVANCE AND ARBITRATION PROCEDURES

- A. A grievance is a claim by a unit member or by the Association that the District has misrepresented or misapplied one or more of the provisions of this Agreement.
- B. The District and the Association shall work to promptly settle all grievances through the following internal grievance procedure. This procedure begins with an informal problem solving meeting with the grievant's site administrator and may progress to a formal written grievance if no resolution is reached. The unit member is entitled to representation at all levels of the grievance procedure.

Informal (P-23a form): The unit member is encouraged to attempt to resolve his/her grievance at the informal level, by meeting with the building principal or site administrator as soon as possible after the incident which gave rise to it.

Level 1 (P-23b form): If the problem is not resolved at the Informal Level, the unit member must then state his/her grievance in writing, citing the nature of the District's alleged misinterpretation or misapplication of a particular provision or provisions of this Agreement and stating the relief he/she is requesting.

To be a valid grievance, the unit member's written grievance must be signed by him/her or his/her representative, and filed (date stamped) with his building principal or site administrator, within 30 working days after he/she knew, or should have known, of the incident which gave rise to it.

A meeting between the unit member and his/her principal or site administrator shall take place within five (5) working days from the filing of the grievance.

Level 2 (P-23c form): If the unit member is not satisfied with the District's decision at level 1 or there has been no decision within the prescribed time limit, he/she must then forward his/her written grievance to the District's Superintendent or the Superintendent's designee within ten (10) working days of the receipt of the District's Level 1 written reply, or of its due date.

A meeting between the unit member and the District Superintendent or the Superintendent's designee shall take place within ten (10) working days from the District's receipt of his/her grievance at Level 2.

The Superintendent or the Superintendent's designee shall have a written reply to grievance within ten (10) working days after the Level 2 meeting. (P-23c form)

- C. If the unit member is not satisfied with the District's decision at Level 2 or if there has been no decision within the prescribed time limit, he/she may request the Association appeal his/her grievance to arbitration.

If the Association agrees to appeal the grievance to arbitration, it shall notify the District's Superintendent or the Superintendent's designee in writing that it is doing so within twenty (20) working days after the unit member's receipt of the District's Level 2 answer, or of its due date.

The District and Association may meet to mediate the grievance using interest based problem solving.

Mediation would occur within the time lines of arbitration.

Concurrently, procedures for beginning arbitration will continue in case mediation is unsuccessful.

A meeting between the Association's representative and the Superintendent or the Superintendent's designee shall be held within ten (10) working days of the District's receipt of the Association's appeal to arbitration. During this meeting the parties shall attempt to agree on an arbitrator to hear the grievance.

If the parties are unable to agree on an arbitrator to hear the grievance within fifteen (15) working days of the District's receipt of the Association's appeal to arbitration, the parties shall then request a list of the names of five (5) arbitrators from the California State Mediation and Conciliation Service (CSMCS) or the Federal Mediation and Conciliation Service (FMCS).

Within five (5) working days of receipt of a list of arbitrators from the CSMCS or the FMCS, the parties shall attempt to agree on one of the listed arbitrators to hear the grievance. If they are not able to do so, they shall immediately request the American Arbitration Association (AAA) to supply a list and appoint an arbitrator pursuant to the rules of the AAA. (If a list is requested from the AAA, the parties shall each pay one-half (1/2) of the fee charged by that organization for supplying a list of arbitrators.)

In conducting the hearing and making his/her decision, the arbitrator shall follow where applicable, and the parties shall be bound by, the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The arbitrator's decision will be final and binding. However, he/she shall have no authority to add to, subtract from, or otherwise amend this Agreement, nor to make an award which would require the District to take an action in violation of law.

The arbitrator's fees and costs advanced shall be borne equally by the parties. Each party, however, shall bear the expense of the presentation of its own case.

- D. The time limits specified in Sections B and C of this Article are intended to be jurisdictional and therefore binding on any arbitrator chosen to hear a grievance. However, any time limit may be extended or waived by a written agreement of the parties.
- E. If a grievance is not processed by the unit member or the Association within the time limits specified in Section B and C of this Article, it shall be considered settled on the basis of the last decision made by the District on it, unless the time limits have been extended or waived by a written agreement of the parties.
- F. In the event that a grievance is timely filed, but at such a time during the school year that it cannot be processed through all of the levels of the internal grievance procedure, nor to arbitration, by the end of the school year:
  - 1. The time limits may be reduced by a written agreement of the parties in order that the grievance process, and at least the process for the selection of an arbitrator, may be completed by the end of the school year or;
  - 2. All working days time limits still applicable by the end of the school year shall automatically be changed to calendar days time limits and each one increased by five additional calendar days.
- G. Upon request, a unit member who files a written grievance shall be entitled to representation by the Association at each step of the internal grievance specified in Section B of this Article.
- H. The District shall not interfere with, restrain, coerce, discriminate against, nor threaten any unit member because of his/her exercise of his/her rights guaranteed by this Article.
- I. No grievance filed by a unit member or by the Association, and no written material related to the processing of grievances, shall be kept in any unit member's personnel file but instead shall be kept in a separate grievance file in the District's Central office.

Grievance Procedure Chart

<u>Who</u>	<u>Number of Working Days</u>	<u>Action</u>
Grievant	ASAP	Informal meeting (P-23a form):
Grievant	30 days	To file valid Level 1 (P-23b form):
Principal	5 days	Meet with grievant for Level 1
Principal	5 days	Written response to Level 1 (P-23b form)
Grievant	10 days	File Level 2 with District (P-23c form)
Superintendent	10 days	Meet with grievant for Level 2
Superintendent	10 days	Written response to Level 2 (P-23c form)
Association	20 days	Request arbitration/mediation