

ARTICLE XII: GRIEVANCES

12.1 GENERAL PROVISIONS

12.1.1 A grievance is a claim by an aggrieved party that there has been a violation, misapplication, or misinterpretation of the provisions of this Agreement.

12.1.1.1 A grievant is the Association or Member of the Unit covered by the terms of this Agreement.

12.1.1.2 A day is a day in which the central administrative office of the District is regularly open for business, excluding spring, winter and summer recess periods.

12.1.2 **Failure to meet time limits:** If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. Except as provided herein, if the District fails to respond to the grievance within the time limits at any level, the expiration of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

12.1.2.1 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement.

12.1.3 **Association Representation:** The grievant shall be entitled to representation by the Association at all grievance meetings. In situations where the Association has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to state its written views on the matter. Ten (10) days will be considered an opportunity in this instance.

12.1.4 **Release Time:** Grievance meetings will normally be scheduled so as not to conflict with classroom duties. If this is not possible, the Association shall use release time provided under Article III: Association Rights, for the purposes of processing the grievance.

12.1.5 **No Reprisal:** There shall be no reprisal against the Unit Member for filing a grievance or assisting a grievant in this procedure.

12.1.6 **Grievance Files:** The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. Such grievant's file shall be kept confidential. All records used in this grievance procedure, which may have derived from personnel files maintained by the District, will be returned to those files without indication that they had been used in this grievance procedure.

12.2 GRIEVANCE PROCEDURE

12.2.1 Level I

12.2.1.1 Within fifteen (15) working days of the time an employee knew or should have known of the occurrence of an alleged grievance, the Unit Member shall discuss with the immediate supervisor the alleged grievance.

12.2.1.2 If a satisfactory resolution is not reached within two (2) days of the

discussion, the grievant shall present, within three (3) days thereafter, on the grievance form, attached hereto as Appendix B, the grievance in writing to the next higher designated administrator or designee.

12.2.1.3 The next higher administrator or designee shall communicate the decision to the Unit Member in writing within seven (7) days after receiving the grievance. The grievant, next higher administrator or designee may request a personal conference within the above time limits.

12.2.2 **Level II**

12.2.2.1 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed on the appropriate approved form to the Superintendent/President, or his/her designee, within five (5) days.

12.2.2.2 In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and the reason of the appeal.

12.2.2.3 The Superintendent/President, or his/her designee, shall communicate the decision to the grievant in writing within ten (10) days of receiving the appeal. Either the grievant, the Superintendent/President, or his/her designee, may request a personal conference within the above time limits.

12.2.3 **Level III**

12.2.3.1 Prior to submission of a grievance to binding arbitration, either party may ask for the services of the State Mediation and Conciliation Service for mediation and recommendation.

12.2.4 **Level IV: Binding Arbitration effective January 1, 2002**

12.2.4.1 In the event the grievant is not satisfied with the decision at Level II, or the mediation step described in 12.2.3, if utilized, has not resulted in a settlement, the Faculty Association shall notify the Superintendent/President that the grievance shall be submitted to a neutral arbitrator. Such notification shall be in writing and filed with the Superintendent/President within ten days after receiving the decision in Level II, or within ten days after the mediation session is held pursuant to 12.2.3. The notification must contain a written statement from the Faculty Association agreeing to arbitration of the grievance.

12.2.4.2 Within ten (10) days of the grievant giving notice that he/she wants to submit his/her grievance to arbitration, the parties shall meet for the purpose of identifying a mutually acceptable arbitrator. If the District and Association cannot agree on an arbitrator, a request for names shall be submitted to the State Conciliation and Mediation Service. Upon receipt of the list of arbitrators, the parties shall select one by alternately striking names from the list until one name remains. The remaining name shall become the arbitrator.

- 12.2.4.3 The arbitrator selected shall schedule a hearing as expeditiously as possible at a location convenient to the parties.
- 12.2.4.4 The arbitrator's jurisdiction shall be limited to determining whether the Collective Bargaining Agreement has been misinterpreted or misapplied and shall have no authority to grant or deny tenure. Nor shall the binding arbitration step set out herein be used in lieu of the statutory procedure described in Education Code Sections 87661 - 87683, i.e., discipline or dismissal of a contract employee.
- 12.2.4.5 The arbitrator shall neither add, detract from, nor modify the language contained in the Collective Bargaining Agreement. The arbitrator's decision will be binding and final upon the parties.
- 12.2.4.6 The cost of the services of the arbitrator, including the cost of the court reporter and transcripts, shall be shared equally by the parties.
 - 12.2.4.6.1 Unless both parties agree otherwise, in the event of a cancellation or postponement of an arbitrator hearing, any cancellation or postponement fees charged by the arbitrator shall be borne by the party requesting the cancellation or postponement.