

ARTICLE 4: GRIEVANCE

4.100 Definitions

A “grievance” is an allegation by a unit member regarding a violation or misapplication of the specific provisions of this Agreement when such application or violation has adversely affected the unit member. Actions to challenge or change the policies, regulations or other matters outside of this Agreement are not within the scope of this procedure, and review must be taken under separate processes. A “day” is a day in which unit members assigned to the District twelve (12) month classified work calendar are scheduled to work as set forth in this Agreement. The “immediate supervisor” is the lowest level management person having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances.

4.200 Procedure

4.210 Level I

Within twenty-five (25) days of when the grievant knew or reasonably should have known of the act or omission which gave rise to the grievance, the grievant must present such grievance in writing on the grievance form (Appendix I) to the immediate supervisor.

The grievance shall consist of a clear and concise statement of the problem, the specific provision of the Agreement involved, and the specific remedy sought. The supervisor shall communicate a decision, in writing, within ten (10) days after receiving the grievance. Within the above time limit, either party may request and receive a personal conference with the other party.

4.220 Level II

If the grievant is not satisfied with the decision of Level I, within five (5) days after receipt of the Level I response, the grievant may appeal the decision to the next level on the grievance form. The Superintendent or designee shall communicate in writing, a decision within ten (10) days after receipt of the appeal. Within the above limit, either party may request and receive a personal conference with the other party.

4.230 Level III

If not satisfied with the decision at Level II, the grievant or District, within five (5) days of the Level II response, may have the grievance submitted to non-binding conciliation by the State Mediation and Conciliation Service. If neither party chooses the non-binding conciliation option, or the issue is not resolved through conciliation, the grievant may proceed to the next level (arbitration), within five (5) days, by requesting in writing that the Union refer the grievance to arbitration.

4.231 Arbitration

The Union by written notice to the Superintendent or designee within fifteen (15) days of the request for referral to arbitration, may submit a grievance to an arbitrator who shall be selected by mutual agreement. If no agreement can be reached within five (5) days of the notice, the parties shall request from the State Conciliation Service a list of five (5) names of persons experienced in hearing grievances. Each party shall strike a name until only one name remains. The order of strike shall be determined by lot. This shall be accomplished within ten (10) workdays after receipt of the list from the State Conciliation Service. The Union shall contact the State Conciliation Service to arrange for the scheduling of the arbitration.

- 4.232 In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. After hearing, and after both parties have been given the opportunity to make written arguments, the arbitrator shall submit his/her findings and decision to the parties.
- 4.233 The decision and award of the arbitrator shall be final and binding upon the parties. Under no circumstances shall the District be obligated to pay arbitration awards under this contract that exceed a total of \$100,000.00 annually, nor shall such an award be enforceable through any agency proceedings or through a court of law.
- 4.234 The arbitrator will 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; nor shall the arbitrator be empowered to render a decision on issues not before the arbitrator or on facts not supported by the evidence.
- 4.235 The fees and expenses of the arbitrator and each hearing shall be borne equally by the District and the Union. All other expenses shall be borne by the party incurring them.
- 4.236 If any question arises regarding the arbitrability of a grievance, the party raising the question of arbitrability may, upon request, have such question first ruled upon and decided by an arbitrator prior to any other hearing on the merits of the grievance which would thereafter be conducted by a second and different arbitrator. The fees and expense of the separate arbitrator deciding the issue of arbitrability shall be borne by the party which raised the question of arbitrability.

4.300 **Miscellaneous Provisions**

- 4.310 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter with any appropriate member of management, and to have the grievance resolved without intervention or presence of/by the Union provided that the resolution is not inconsistent with the terms of this Agreement, and provided further that prior to any agreement on the resolution, the Union has been given ten (10) days in which to study the issues and to state its views.
- 4.320 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following year, could result in harm to a grievant, the time limits set forth herein may be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.
- 4.325 Failure of a grievant to abide by the time limits specified in this Article shall result in the grievance being deemed abandoned by the grievant and the Association.
- 4.330 If the District management fails to respond in writing to the grievance within the specified time limit, the grievant has the right to process the grievance at the next level. If the grievant does not process the appeal within the given time limits, the grievance shall be considered as settled and the grievant cannot thereafter grieve the issue(s) again. The time limits specified at each level should be considered maximums and every effort should be made to expedite the process. The time limits, however, may be extended by mutual agreement.
- 4.340 Every effort will be made by the parties to settle grievances at the lowest possible level.

- 4.350 No reprisals of any kind will be taken by the District against any grievant, any party in interest, or any other participant in the grievance procedure, by reason of such participation.
- 4.360 The grievant and/or the designated representative shall receive time off with pay for the purpose of processing and preparing grievances as set forth above, provided that such time shall not be used for the investigation of any grievance and that time spent in preparing grievances be limited to one (1) hour prior to each level, as specified above and one half (1/2) hour after each level, as specified above. Such release time will be granted within two (2) workdays of the receipt of a written request filed by the Union President with the Superintendent or designee.
- 4.370 A grievance may be filed by the local President of the Union regarding violations of Union rights as specified in this Agreement; and, in addition, may also file grievances on behalf of specifically named unit members who qualify as grievants and who have the same grievance(s) in both facts and issues.