

**Article 23**  
**GRIEVANCE AND ARBITRATION**

**23.0 DEFINITIONS:**

- 23.0.1 A "**grievance**" is an allegation by a grievant that there has been a violation of an express provision(s) of this Agreement.
- 23.0.2 A "**grievant**" is a member(s) of the bargaining unit who files a grievance or it may be the Association.
- 23.0.3 A "**day**" is a day when the District Office is open for business, and the unit member is required to be at work, excluding Saturdays **and** Sundays.
- 23.0.4 A "**representative**" is an Association appointed representative, Association staff, or Association legal counsel who participates in the grievance procedure.
- 23.0.5 "**Association**" shall mean the local employee organization recognized by the Board of Trustees as the exclusive representative for the unit of employees covered by this Agreement.
- 23.0.6 "**Immediate Supervisor**" is the site administrator or designee.
- 23.0.7 A "**District Grievance Form**" shall mean a District provided form which shall be completed in writing. (Appendix H)

**23.1 GENERAL PROVISIONS**

- 23.1.1 Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The District and Association representatives agree that every effort will be made by the District and the party filing the grievance to settle grievances at the lowest possible level.
- 23.1.2 Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 23.1.3 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with the immediate supervisor, and to have the grievance adjusted without intervention by the Association provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to be present at such adjustment to state its views. Further, nothing contained in this Grievance Procedure shall be construed as limiting the right of a unit member at any time to present a written formal grievance to the District and have such grievance adjusted without the intervention of the Association, as long as the adjustment is consistent with the terms of the Agreement. The District shall not agree to a resolution of said grievance until the Association has been served by the District with a copy of the grievance and the proposed resolution and has also been given the opportunity to file a response. A grievant who wants representation shall be represented by the designated representatives selected by the Association.
- 23.1.4 The grievant shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance. These names shall be made available to both parties upon request. Such witnesses shall be in addition to the grievant's representative.
- 23.1.5 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 23.1.6 Decisions rendered at all Levels of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each Level shall begin the day following receipt of written decisions by the parties in interest.

23.1.7 Grievance meetings will be scheduled by the District at mutually convenient times and places. Normally such meetings will be scheduled in such a manner that they will not conflict with regular duties, however, when such meetings are scheduled so as to conflict with the unit member's work hours, reasonable release time, without loss of salary, will be provided to the grievant and his/her authorized Association representative, if any. In addition, witnesses to an arbitration hearing shall be given release time while testifying.

At Level I or Level II grievance meetings where it is necessary to include more than three (3) unit members who have information about the grievance, conferences shall be held before or after school hours. In addition, witnesses to an arbitration hearing shall be given release time while testifying. This constitutes reasonable periods of release time within the meaning of Government Code Section 3543.1(c).

23.1.8 Neither party shall take reprisals against any member of the unit, Association representative, management person, or any other participant in the grievance.

23.1.9 All grievance records shall be maintained in the Personnel Services Office in a file separate and apart from other personnel records. The maintenance and disposition of those grievance files shall be governed by the provisions of Title 5, California Administrative Code Sections 16022-16027. The grievant shall have access to all grievance documents in such file. Documents relevant to processing a grievance shall be furnished upon request by either party.

23.1.10 When a grievance has been filed by a unit member, the grievant may terminate the grievance at any time by giving written notice to the District and the Association. This does not preclude the Association from continuing the grievance if the Association alleges the District has violated the Agreement.

23.1.11 Forms for filing grievances and other necessary documents are in Appendix H. Costs for preparing such forms will be absorbed by the District.

23.1.12 Grievances which arise as a result of a District action(s) or decision(s) that occur at a level higher than the immediate supervisor or designee may be filed at Level II.

## 23.2 FORMAL PROCEDURE

### 23.2.1 Level I - Site

23.2.1.1 The grievant shall file the grievance in writing on the District provided form, simultaneously with the President of the Association and the unit member's immediate supervisor within twenty (20) days after the occurrence of the act or omission giving rise to the alleged grievance or twenty (20) days after the grievant knew or reasonably should have known about the act or omission, whichever is later. The grievance shall list the Article(s) and Section(s) allegedly violated, along with a description of the alleged violation.

23.2.1.2 Within ten (10) days after receipt of the formal written grievance by the immediate supervisor, the immediate supervisor will meet with the unit member and representative of the Association in an effort to resolve the grievance. The immediate supervisor shall provide a written proposed resolution to the unit member within five (5) days after the Level I grievance meeting.

### 23.2.2 Level II - District

23.2.2.1 If the unit member is not satisfied with the disposition of the grievance at the Level I meeting, the grievant may file the grievance in writing on the District provided form, simultaneously with the President of the Association and the Superintendent within ten (10) days after the Level I meeting or within five (5) days of receipt of the Level I written decision.

23.2.2.2 Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person and representative of the Association in an effort to resolve the grievances. The Superintendent or designee shall provide a written proposed resolution to the grievance within five (5) days after the grievance meeting.

23.2.3 Level III - Arbitration

23.2.3.1 If the grievant is not satisfied with the disposition of his/her grievance at Level II, the grievant may within five (5) days after a decision by the Superintendent, request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration.

Subsequent to a grievant's request for arbitration and prior to submission of the grievance to arbitration, the Association and the District may mutually request the services of a State Mediator to assist the parties in resolving the grievance. The form or content of any settlement discussions shall not be binding on either party. The terms of a settlement, if any, shall be binding on all parties.

23.2.3.2 As soon as possible and in any event not later than ten (10) working days after the District receives written notice of the Association's desire to arbitrate; the parties shall attempt to agree upon an arbitrator. If no agreement is reached within said ten (10) days, the arbitrator will be selected from the following list:

Howard Block	John Perone
Emily Maloney	Benjamin Aaron
Edgar A. Jones, Jr.	Thomas Roberts
Luis Zigman	

23.2.3.3 The Association and the District shall select the arbitrator from the list by eliminating names until one (1) name remains. The first option to strike from the list shall alternate. All Grievances shall be numbered consecutively with the Association striking first on all odd numbered grievances and the District striking first on all even numbered grievances. The one (1) remaining name shall be the arbitrator.

23.2.3.4 The arbitrator shall be bound by the rules of the American Arbitration Association. The arbitrator's decision shall be in writing and will set forth his/her finding of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator is empowered to include in his/her award such financial or other remedies to which the parties are entitled to by law. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties to this Agreement.

If the District has raised the question of grievability as a defense, such question shall be ruled upon by the arbitrator as a part of his or her decision.

23.2.3.5 Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree.

23.2.3.6 All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expense of the presentation of its own case.

The provisions of Article 2, Certification of Representative; Article 16, Work Stoppage; and Article 17, Retained Rights, are specifically excluded from arbitration under the provisions of this Article.