

ARTICLE 3. GRIEVANCE PROCEDURES

- 3.1 The following definitions shall apply to the processing of grievances:
- 3.1.1 A “grievance” is defined as a statement by an employee covered hereby, or CAUSE, that the District has violated an express term of this Agreement and that by reason of such violation his or her rights have been adversely affected. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the District’s board of trustees or by the administrative regulations and procedures of this District are not within the scope of this procedure.
 - 3.1.2 A “day” is a day in which the central administrative office of the District is open for business.
 - 3.1.3 The “immediate supervisor” is the lowest level supervisor having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.
- 3.2 By this grievance procedure, the parties intend to provide, at the lowest administrative level, a means by which a grievance may be resolved in an equitable, efficient manner in an atmosphere of courtesy and cooperation.
- 3.3 The parties hereto shall make an earnest effort to settle grievances promptly through the steps listed below:
- 3.3.1 Step One: The grievant shall orally present the alleged grievance to his/her immediate supervisor, with or without the CAUSE representative being present.
 - 3.3.2 Step Two: If the grievance is not settled in Step One, the grievance shall be submitted in writing within twenty (20) days after the employee knew, or reasonably should have known, of the occurrence of the facts on which the grievance is based. Failure to file within this time waives the grievance for all purposes. The grievance may be filed by either the grievant and/or CAUSE representative to the grievant’s immediate supervisor. The immediate supervisor shall meet with the grievant and/or a CAUSE representative within five (5) working days after presentation at Step Two. A resolution of the grievance should be summarized and signed by the grievant and the immediate supervisor, If the grievance is not settled, the immediate supervisor’s response shall be provided in writing within five (5) days of the meeting.
 - 3.3.3. Step Three: If the grievance is not settled in Step Two, the employee may appeal the grievance to the Superintendent or his/her designee within ten (10) working days after the termination of Step Two. The District Superintendent or his/her designee shall meet, within five (5) working days after the filing of such appeal,

with the grievant, and/or a CAUSE representative. A decision shall be rendered by the District Superintendent or his/her designee within five (5) working days from the date of such meeting.

- 3.3.4 Step Four – Mediation. If the grievance is not settled in Step Three or a decision not received within five (5) working days from the Superintendent or designee, CAUSE or the District, (after advising the other party), may initiate mediation. If neither the District nor CAUSE initiates mediation, the grievance shall be continued at the arbitration stage of this process. Either the District or CAUSE may contact the State Mediation and Conciliation Service to schedule a date as soon as calendars can be coordinated. Both the District and CAUSE agree to participate in the mediation process in good faith and to utilize the Interest Based Conflict Resolution Process to seek options that meet the interests of both the District and the grievant.
- 3.3.5 Step Five – Arbitration: If within a period of ten (10) days after receipt of the decision of the appropriate administrator, the grievant is not satisfied with the decision rendered at Step Three or Four, and wishes to appeal the grievance further, he/she may, with the approval of CAUSE, submit in writing, to the Superintendent, an appeal for Arbitration. It is expressly understood that the only matters, that are subject to Arbitration, are grievances as defined in Section 3.1.1, which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.
- a. Arbitrator – If CAUSE and the Superintendent or designee fail to agree on the choice of an Arbitrator within five (5) days, the California State Conciliation Service or the American Arbitration Association will be requested to supply a list of seven (7) names. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by flip of a coin.
 - b. It shall be the function of the Arbitrator to decide whether there has been a violation of the Agreement, and provide remedy if there has been a violation. The Arbitrator shall be subject to the following limitations:
 - (1) The Arbitrator shall have neither power nor authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement or the written policies, rules, regulations or procedures of the District.
 - (2) The Arbitrator shall have neither power nor authority to establish or change the structure of the salary schedule or Responsibility Levels, or hourly rates of pay.

- (3) The Arbitrator shall have neither power nor authority to make any decisions that require the commission of an act prohibited by law or which violates the terms of this Agreement.
- (4) All costs for the services of the Arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses, costs of any hearing room and recording and preparation and typing of any reports shall be borne equally by the District and CAUSE. All other expenses shall be borne by the parties incurring them and neither party shall be responsible for the expenses of the witnesses called by the other.
- (5) Either party may arrange for a reporter to record the hearing. The cost of service and the expense of such report shall be shared equally.
- (6) If the parties cannot agree upon a submission agreement, the Arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- (7) The decision of the Arbitrator will be submitted to the District and CAUSE and it will be binding upon the parties to this Agreement.

c. The Arbitrator shall have no power to render a decision on any grievance occurring before or after the term of this Agreement.

- 3.4 The written grievance shall state the following information at a minimum: the exact nature of the grievance, the act or acts complained of and when they occurred, the identity of the grievant or grievants, the specific section or provisions of this Agreement which the grievant or grievants claim the District has violated, and the remedy sought.
- 3.5 If a grievance is not processed by the employee in accordance with the time limits set forth in this Article, it shall be waived for all purposes and shall be considered settled. If the District fails to respond to the grievance in a timely manner at any step, the grievant may proceed to the next step.
- 3.6 The grievant shall be entitled upon request to representation by CAUSE at all grievance meetings beyond Step One. In situations where CAUSE has not been invited to represent the employee, the District shall not agree to a final resolution of the grievance until CAUSE has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter.
- 3.7 Waiver. The grievant or CAUSE and Superintendent/designee may mutually agree in writing to waive any step in this grievance procedure.
- 3.8 All documents dealing with this processing of a grievance shall be filed separately from the personnel files of the participants.