

ARTICLE 15 – GRIEVANCES

15.1 Definitions:

15.1.1 A grievance is an allegation by a grievant or the Association that the grievant or the Association has been adversely affected by a violation of the specific provisions of this Agreement. The grievance shall include, but is not limited to, the following information:

15.1.1.1 A description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance;

15.1.1.2 A listing of the provisions of this Agreement which are alleged to have been violated, misinterpreted, or misapplied;

15.1.1.3 A listing of specific actions requested of the District to remedy the grievance.

15.1.2 Actions to challenge or change the policies of the District as set forth in the Board policies, administrative regulations, and District procedures and regulations must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the policies and regulations of the Board of Trustees, or by the administrative regulations and procedures of the District are not within the scope of this procedure.

15.1.3 A grievant is any Member(s) or the Association filing a grievance.

15.1.4 The “immediate supervisor” is the administrator having immediate jurisdiction over the grievant.

15.2 Procedures:

15.2.1 The grievant is entitled to representation at all formal levels.

15.2.2 Informal Level: Before filing a formal grievance, the grievant and/or the Association shall attempt to resolve the grievance by informal methods of resolution. Within thirty (30) calendar days after occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to the immediate supervisor.

15.2.2.1 If the immediate supervisor cannot resolve the grievance, the immediate supervisor shall refer the grievance to the Director,

HR/Labor Relations or designee for review and for an attempt at informal resolution.

15.2.3 Formal Levels: At all formal levels, the grievant shall be entitled to Association representation.

15.2.3.1 Level I: If the grievance is not resolved informally, to the satisfaction of the grievant and/or Association, a formal filing of the grievance will be submitted in writing to the Director, HR/Labor Relations or designee, within thirty (30) calendar days after the informal meeting with the Director or designee.

15.2.3.1.1 The written grievance must contain a detailed statement in clear, concise terms describing the grievance, the Article that is alleged to have been violated, the circumstances involved, how those circumstances specifically violate the Article, a description of each step of the informal level, and the specific remedy sought from the District.

15.2.3.1.2 The grievant and/or the Association shall meet with the Director or designee within thirty (30) calendar days of submitting the formal grievance. The Chief Human Resources Official or designee shall attempt to resolve the grievance at Level I.

15.2.3.1.3 The Director or designee shall communicate the decision to the grievant and the Association in writing within thirty (30) calendar days after the formal meeting in 15.2.3.1.2.

15.2.3.1.4 If the grievance is not resolved at Level I either the grievant or the Director or designee can refer the matter to Level II. Such decision must be communicated in writing to the other party within ten (10) calendar days of Director's or designee's decision.

15.2.4.1 Level II Mediation: Within ten (10) calendar days of filing Level II pursuant to 15.2.3.1.4 the Parties shall:

- a. Meet and attempt to agree on a mediator, who shall schedule a mediation to try and resolve the grievance.
- b. Meet to calendar potential dates to be forwarded to the mediator.
- c. Each provide a list of five potential mediators.
- d. The Parties shall alternate striking names from each of the five (5) proposed mediators to determine the presiding mediator. The initial striker shall be determined by a coin flip or mutual agreement.
- e. Agree to the rules and procedures for conducting grievance mediations as soon as possible.

15.2.4.1.1 Any and all costs for the services of the mediator shall be borne equally by the Association and the District.

15.2.4.1.2 If mediation does not result in a resolution, either Party may proceed to Level III Binding Arbitration by notifying the other party in writing within ten (10) calendar days after the conclusion of mediation.

15.2.5.1 Level III Binding Arbitration:

Within 15 days after either Party requests Binding Arbitration pursuant to 15.2.4.1.2, the Parties shall meet to select an arbitrator. The Parties shall meet and select the arbitrator, by mutually agreed to means, and the arbitrator shall schedule a hearing and render a final and binding decision. The Parties may choose the arbitrator from any of the following options:

15.2.5.1.1 The Parties may each choose five (5) arbitrators from the list of arbitrators provided by the American Arbitration Association. The Parties shall alternate striking names from each of the five (5) proposed arbitrators to determine the presiding arbitrator. The initial striker shall be determined by a coin flip or mutual agreement.

15.2.5.1.2 The Parties may each choose five (5) private arbitrators and/or arbitration services. The Parties shall alternate

striking names from each of the five (5) proposed arbitrators to determine the presiding arbitrator. The initial striker will be determined by a coin flip or mutual agreement.

15.2.5.1.3 The Parties may file for arbitration with State Mediation and Conciliation Services (SMCS).

15.2.5.1.4 If the Parties cannot mutually agree to one of the three options stated in 15.2.5.1, the Parties shall identify whether the Director, designee or Association shall submit a request for arbitration to both options, American Arbitration Association and to State Mediation and Conciliation Services (SMCS), and the arbitrator and/or arbitration service who responds with the first available date will be the presiding arbitrator. The Parties will agree to the rules and procedures for conducting grievance arbitrations as soon as possible. Any and all costs for the services of the arbitrator shall be borne equally by the Association and the District.

15.3 General Provisions:

15.3.1 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

15.3.2 Should a grievance with identical facts be filed by multiple grievants, the District and Association may consolidate and/or select one grievant and have the resolution apply to all.

15.3.3 Grievance records shall not be placed in either site files or personnel files.

15.3.4 At any time the grievant and/or Association fails to meet the timelines specified in this Article, the grievant and/or Association is precluded from advancing the grievance to the next step.

15.3.5 At any time the District fails to meet the timelines or respond in writing as specified in this Article, the grievance will advance to the next step of the process.

- 15.3.6 All grievances shall be processed during the regular workday without loss of compensation.
- 15.3.7 A grievance may be mutually resolved at any time.
- 15.3.8 The Parties agree that any timeline set forth in this Article may be extended by mutual agreement of the Parties. The Parties further agree that any request for extension by a Party, due to illness, vacation, holidays or other extenuating circumstances shall not be unreasonably refused by the other Party. Summer vacation shall not constitute a basis for extensions.