ARTICLE 13
GRIEVANCE PROCEDURE FOR BARGAINING UNIT MEMBERS

13.1 Definitions

13.1.1 Grievance. A "grievance" is an allegation that a bargaining unit member has been adversely affected by a violation of the specific provisions of this Agreement.

13.1.2 Grievant. A "grievant" may be either the Association or the bargaining unit member referred to in 13.1.1. The grievant may be accompanied by a representative of the Association at any level or step in the grievance process.

13.1.3 Day. A "day" is any day in which central administrative offices of the District are open for business.

13.1.4 First-Level Manager. The "first-level manager" is the lowest level supervisor or administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances by the superintendent/president.

13.1.5 Timelines. An extension of "timelines," as specified in Section 13.2 may be extended by mutual agreement between the appropriate administrator or designee and the appropriate Association representative, provided the request is made prior to the expiration of the stipulated timelines. Extensions during non-service days shall receive automatic approval, provided such requests are made to the Director of Human Resources prior to the expiration of the stipulated timeline.

13.1.6 District-Issued Email Account. The District-issued email account is the email account assigned by the District to the individual faculty member. In the event that the faculty member no longer has access to a District-issued email account, all notices from the District will be sent to the email account supplied by the faculty member to the District.

13.2 Procedure

13.2.1 Informal Level

Within ten (10) days after the grievant becomes aware of the occurrence of the act or omission giving rise to the grievance and before filing a formal written grievance, the grievant shall attempt to resolve the issue by submitting a completed informal grievance form via the District-issued email account to the appropriate first-level manager or the person occasioning the grievance. The first-level manager or the person occasioning the grievance shall respond to the grievant’s District-issued email account within five (5) days. If the recipient of the grievance does not respond within the time limit, the grievant may file a formal grievance.

13.2.2 Formal Levels

a) Level I

If the grievant is not satisfied with the decision at the informal level, the grievant must, within ten (10) days of District-issued email notification of this decision, present the grievance in writing on the District's grievance form to the first-level manager or the person occasioning the grievance. If the grievant has asked for
Association representation, the Association shall review the grievance and notify the grievant and the District whether it will act as a party to the grievance. This shall be a clear, concise statement of the grievance, the circumstances involved, the specific Agreement provision allegedly violated, the decision rendered at the informal conference, and the specific remedy sought.

The recipient of the grievance (i.e. the first-level manager or person occasioning the grievance) shall communicate via District-issued email a decision to the bargaining unit member within five (5) days after receiving the grievance. If the recipient of the grievance does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, the recipient of the grievance may request a personal conference with the grievant with the stipulation that the grievant may be accompanied by an Association representative.

At any point in the process of Formal Level I and after the grievance has been submitted, the parties can mutually agree to submit the issue to the Labor Management Committee for resolution. Once submitted to the Labor Management Committee, the timelines of Formal Level I and II are suspended until either party withdraws the issue in writing from the Labor Management Committee. At that point the applicable timeline is resumed and the formal grievance process continues.

b) Level II

If the grievant is not satisfied with the decision at Level I, the grievant may, within five (5) days of District-issued email notification of this decision, appeal the decision on the appropriate form to the superintendent/president or designee.

This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal.

The superintendent/president or designee shall communicate a decision to the grievant’s District-issued email account within five (5) days. If the superintendent/president or designee does not respond within the time limits provided, the grievant may proceed to mediation or arbitration...

13.2.3 Notification to Association

At the Informal Level, Level I and Level II, the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution from the District, and the Association has been given the opportunity to file a response. During the Association’s response period, the timelines shall be suspended for a duration not to exceed thirty (30) service days. These timelines may be extended by mutual agreement.

13.3 Mediation

If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) days of notification to the grievant’s District-issued email account of this decision, submit a request in writing to the Association requesting mediation of the dispute. Within fifteen (15) days of the grievant's request, the Association shall review the request and notify the grievant and the District that it wishes to submit or not submit the grievance to mediation.
Once the mediation request is submitted, the Association and the District shall attempt to agree upon a mediator within 30 days. If no agreement can be reached, then within three (3) days the District shall request the State Mediation and Conciliation Service to supply a mediator.

The fees and expenses of the mediation shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The mediation will have no power to add to, subtract from, or modify the terms of this Agreement or the policies and procedures of the District.

13.4 Arbitration

If the grievant is not satisfied with the outcome of mediation, the grievant may, within five (5) days of the close of mediation, submit a request in writing to the Association requesting binding arbitration of the dispute. Within fifteen (15) days of notification of the grievant’s request, the Association shall review the request and notify the grievant and the District that it wishes to submit or not submit the grievance to arbitration.

Once the arbitration request is submitted, the Association and the District shall attempt to agree upon an arbitrator within 30 days. If no agreement can be reached, then within three (3) days the District shall request the State Mediation and Conciliation Service or the Federal Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the submitted grievance. After hearing the grievance, the arbitrator shall, within thirty (30) days, submit in writing to all parties his/her findings and decisions.

The arbitrator's decision shall be final and binding.

The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the policies and procedures of the District.

13.4.1 Action in Force

The dismissal of, and imposition of penalties for cause on any administrator who has tenure as a faculty member shall be in accordance with the provisions of this Agreement, provided that the District shall require such administrator to file with the Association adequate security to pay the employee's share of the cost of any arbitration resulting from the application of such procedures.

13.5 Computation of Timelines

Except for the initiation of the grievance at the informal level, timelines begin with the date the response is received by the grievant in person or by district email.

13.6 Failure of the grievant to meet the time limits provided for in this Agreement article shall be deemed a withdrawal of the grievance.