

ARTICLE XIV. GRIEVANCE PROCEDURE AND ARBITRATION

SECTION A. Definition of a Grievance

1. A grievance is defined as an alleged violation of a specific article or section of this Agreement.
2. In the event an incident occurs which does not fall under the terms of this Agreement and the Employer or an employee, or the Union feels it is a grievable matter, the Employer shall meet with the Union to discuss the incident, determine possible solution and/or determine grievability.

SECTION B. Procedures for Filing an Informal Grievance

1. Prior to filing a grievance, the employee shall meet with his or supervisor to discuss the grievance within ten (10) working days of the occurrence of the alleged violation or within (10) working days of when an employee should reasonably have known of the occurrence of the alleged violation. If a resolution is reached, the parties will memorialize the resolution in writing. A union representative shall be allowed to participate in the meeting.
2. If no resolution is reached, the grievance shall be filed in writing with the immediate supervisor within five (5) working days of the meeting with the immediate supervisor. *[Refer to Appendix F for informal grievance form]*
3. The immediate supervisor must give a written answer to the employee within five (5) working days after the filing of the grievance.
4. The Union and Employer anticipate that most grievances will be settled at this level. If the grievance is not resolved informally, the aggrieved has five (5) working days from the date he/she receives the immediate supervisor's written answer to file a formal grievance.

SECTION C. Procedures for Filing a Formal Grievance

1. If the informal grievance is not resolved, the Union shall present the Formal Grievance Review Form (refer to Appendix G) to the Superintendent or his/her designee.
2. A meeting to discuss the grievance shall be held at a mutually agreeable time within ten (10) working days upon request of either the Union or the Superintendent or his/her designee. Within ten (10) working days after receipt of the Formal Grievance Review Form, or the grievance meeting held at this step, whichever is later, the Superintendent, or his/her designee, shall review the grievance and shall provide in writing a ruling regarding the grievance to the Union.
3. If the grievance is not resolved, the Union may, within ten (10) working days after receipt of the Superintendent's ruling, request arbitration. The parties shall attempt to select a mutually acceptable arbitrator. If the parties cannot voluntarily agree on an arbitrator within

ten (10) working days they shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service and arrive at a choice within ten (10) working days after receipt of said list by alternately striking names until only one remains. That person shall then be the arbitrator to hear the issues. The cost of arbitration shall be shared equally by the Union and the Employer. The powers of the arbitrator are limited to making a decision in regard to alleged violation of the articles and sections as cited in the Formal Grievance Review Form. The findings of the arbitrator are binding.

4. Neither party may amend the issues presented in prior steps of the grievance process after requesting arbitration.
5. Time limits must be met unless it is mutually agreed upon in writing to extend the time limits for a predetermined number of working days, not to exceed fifteen (15) working days per extension.

SECTION D. Powers of the Arbitrator

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish salary structures or change any salary.
3. The arbitrator shall have no power to rule on any of the following:
 - a. The termination of services of, or failure to reemploy, any probationary employee.
 - b. Any claim or complaint for which there is another remedial procedure or course established by State/Federal law or by regulation having the force of State/Federal law.
 - c. Any matter involving employee evaluation.

SECTION E. Mediation

At any time, the Union or the District may request formal mediation of the grievance. If one party requests mediation, the other party shall respond within five (5) working days.

1. The District and the Union must mutually agree to submit a grievance to mediation.
2. Within five (5) working days following the agreement of the District and the Union to mediate the grievance, the parties shall mutually select a third-party mediator. Mediation conferences will take place at a mutually convenient location and time.
3. The presentation of facts and considerations shall not be limited to those presented at the prior steps of the grievance procedure. Proceedings before the mediator shall be informal in nature.
4. The fees and expenses of the mediator shall be shared equally by the parties.

5. If the grievance is not resolved, the parties are free to move the grievance to the next step within fifteen (15) working days following mediation.