ARTICLE VII: GRIEVANCES

7.1 Definitions

7.1.1 A "grievance" is a formal written allegation that there has been a violation by the District of the specific provisions of this Agreement. A member of the bargaining unit asserts this allegation, except as noted below, who has been adversely affected by said violation. Actions to challenge or change the policies of the District as set forth in the Board Policies, Administrative Regulations, and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law or by the Board Policies, Administrative Regulations, and procedures of the Claremont Unified School District are not within the scope of this procedure. Issues arising out of the exercise by the Board and Administration of its responsibilities under Article III of this Agreement, including the facts underlying its exercise of such discretion, shall not be subject to this procedure.

None of the above is intended to limit the right of any member of the bargaining unit to file a grievance relating to the specific provisions of any of the articles contained in this Agreement unless specifically declared nongrievable elsewhere in this contract.

7.1.2 A "day" is any day in which the central administrative office of the Claremont Unified School District is open for business.

7.1.3 The "immediate supervisor" is the management person having immediate jurisdiction over the grievant and who has been designated by the District to adjust the grievance.

7.1.4 The time limits established herein may be extended by mutual agreement of both parties.

7.1.5 Association Grievance - The Association has the right to grieve any violation of the specific provisions of the Agreement which may adversely affect the Association or unit member(s) unless specifically barred under the specific articles of this Agreement.
7.2 Level I - Informal Resolution

7.2.1 Before filing a formal written grievance, the grievant must attempt to resolve it by an informal conference with the grievant's immediate supervisor within ten (10) days after the occurrence of the act or omission giving rise to the grievance.

7.3 Level II - Formal Written Grievance

7.3.1 Within thirty (30) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate District form (Appendix A) to the immediate supervisor. If the grievant does not present such grievance in writing within thirty (30) days, the grievance is deemed to be resolved.

7.3.2 The written statement shall be a clear, concise statement of the grievance with specific reference to the contractual section allegedly violated, the alleged adverse effect of the violation upon the member, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

7.3.3 The supervisor shall communicate a decision to the employee in writing (Appendix B) within ten (10) days after receiving the grievance.

7.4 Level III - Appeal to Superintendent

If the grievance is not resolved at Level II, the grievant may, within ten (10) days, appeal the decision on the appropriate form to the Superintendent. If the grievant does not appeal in writing within ten (10) days, the grievance is deemed to be resolved.

The written statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal (Appendix C).

7.4.1 A personal conference will be held between the Superintendent, or Superintendent's designee, and the grievant if requested in writing by the grievant or the Superintendent or designee.

7.4.2 In the event a conference is held, either party to the grievance may be represented at said conference by one individual of his/her choice.
7.4.3 Within ten (10) days of receipt of the appeal, the Superintendent, or Superintendent's designee, shall communicate a decision to the grievant in writing.

7.4.4 If the Superintendent, or the Superintendent's designee, does not respond within the ten (10) day time limitation, the grievant may proceed to the next level.

7.4.5 If the grievance is resolved or if the grievant does not wish to take further steps, the case is closed.

7.5 **Level IV - Appeal to the Arbitrator**

If not satisfied with the decision at Level III, the grievant may submit a written request for arbitration to the Superintendent. No grievant may proceed to Level IV without the consent of the Association. The grievance is resolved if a written request for arbitration is not submitted within ten (10) days after the receipt of the Superintendent's decision, or if the Superintendent fails to render a decision, within eighteen (18) days of the Superintendent's receipt of the appeal or any amendment thereof.

Only issues which were processed and handled in accordance with the grievance procedure of this Article VII are subject to arbitration.

7.5.1 Within ten (10) days of receipt of the request for arbitration, the Superintendent shall request the California State Conciliation Service to supply a panel of seven (7) names of persons experienced in hearing grievances in the public sector. Within five (5) days after receipt of the list of names, the Association and the Superintendent, or the Superintendent's designee, shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator.

7.5.1.1 The order of striking shall be determined by lot. In the event the Association does not appear for the striking process within the allotted five (5) days, the grievance is deemed to be resolved.

7.5.2 Within seven (7) days of the selection of the arbitrator, the Superintendent, or the Superintendent's designee, and the grievant shall attempt to agree upon the issue or issues to be submitted to the arbitrator, and this agreement shall be reduced to writing.
7.5.2.1 If they are unable to agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level.

7.5.3 The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses, except release time provided for the grievant and his/her representative, shall be borne by the parties incurring them. Unless the parties mutually agree to share the expenses, the cost of the services and expenses of a court reporter shall be paid by the party requesting same. If, however, one of the parties declines to share the expenses of the court reporter and subsequently requests a transcript of the arbitration proceedings or a copy thereof, that party shall be required to reimburse the other party one-half of the cost of the court reporter's services and expenses. The cost of any transcript or any copy thereof requested by either party shall be borne by the party requesting same.

7.5.4 The arbitrator shall afford the District and the grievant a reasonable opportunity to present evidence, witnesses and arguments. The arbitrator shall render a written decision on the issue or issues submitted to the arbitrator as soon as possible after the close of the hearing, or if an oral hearing has been waived, after the final submission of written evidence and final statements.
7.5.5 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions he/she expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law, or in violation of this agreement or that involves the exercise of discretion by the District under the provisions of this Agreement or applicable law.

7.5.6 The decision of the arbitrator within the limits prescribed shall be final and binding upon the parties to the dispute.

7.5.7 A reasonable number of relevant employee witnesses shall be provided release time without loss of pay for the purpose of testifying at the arbitration hearing provided all such employee witnesses shall be allowed to be placed on an "on call" status and required to attend the arbitration hearing for only so long as his/her testimony is taken.

7.5.8 The meetings of the arbitrator shall be closed to the public and to employees of the District not specifically called as witnesses, unless both the grievant and the grievant's immediate supervisor agree that such meetings shall be open.

7.5.9 The District and the Association agree that the grievance/arbitration procedures set forth in this Article VII are the exclusive forum for resolving alleged contract violations by the District, and that grievant will not resort to any other forum or procedure for resolution or review of an alleged contract violation. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.
7.6 Miscellaneous Provisions

7.6.1 The grievant shall receive release time when necessary for conference with management persons, beyond Level I, as required for the processing of the grievance.

7.6.2 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants and maintained in the Office of the Superintendent.

7.6.3 No party to a grievance shall take any reprisals against the other party to the grievance because he/she participated in an orderly manner in the grievance procedure.

7.6.4 If two or more members of the bargaining unit have the same grievance against an individual, then the grievance shall be consolidated for purposes of hearing and decision, provided each member files a separate grievance, and provided further that the rights of the parties are not thereby prejudiced.