

ARTICLE XI GRIEVANCE ARBITRATION

Section 1.

Grievances which are not settled pursuant to Article X, which the Association desires to contest further and which involve the interpretation or application of the expressed terms of this Agreement, and policies specified in the definition of "grievance," may be submitted to arbitration as provided in this Article, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within ten (10) working days after the termination of Step Four of the grievance procedure. It is expressly understood that the only matters which are subject to arbitration under this Article are grievances which were processed and handled in accordance with procedures of Article X. The substance of evaluation in Article IX (Professional Assessment of Certificated Personnel) (procedures of evaluation are grievable), Article XIII (District Rights), and Article XV (Non-Discrimination) (except as noted within the Article), are specifically excluded from arbitration under the provisions of this Article.

Section 2.

As soon as possible and in any event not later than ten (10) working days after the District receives written notice of the Association's desire to arbitrate, the parties shall request a list of seven arbitrators from the California State Mediation and Conciliation Service experienced in education labor relations. The parties shall alternately strike names from the list until only one name remains, that person shall arbitrate the dispute.

The party who strikes the first name shall be determined by lot.

Section 3.

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement. He/she shall only find whether there has been a violation of the expressed terms of this Agreement and policies specified in Article X definition of a "grievance," in the respect alleged in the grievance. The findings of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, except to the extent that the post-hearing briefs are filed. Such post-hearing briefs, if any, shall be based solely upon the evidence presented by the respective parties in the presence of each other.

Section 4.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement or policies specified in Article X, definitions of a "grievance," or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall, therefore, not have authority, nor shall he consider it his function, to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or by detraction) of the written terms of this

Agreement. The arbitrator shall not make any decision or award, or fail to make any decision or award, merely because in his opinion such decision or award is fair or equitable. The arbitrator shall have no power to grant an award on any grievance based on facts or actions which occurred before or after the term of this Agreement.

Section 5.

The findings of the arbitrator which are within the limits herein prescribed shall be final and binding on all parties.

Section 6.

All fees and expenses of the arbitration, excluding the costs of a reporter's transcript if either party requests the same, shall be shared equally by the parties (50% District, 50% Association). Each party shall bear the expense of the presentation of its own case.

Section 7.

The arbitrator may hear and determine only one grievance at a time unless both parties mutually agree to consolidate similar grievances.