

Article 16: Grievance Procedure

- 16.1 **Preface.** It is the intent of the parties to this Agreement that any complaint which might later constitute a grievance be resolved at the earliest practicable stage. Therefore, every effort to resolve such complaints through informal conferences between the parties involved should be made without recourse to the grievance procedure. Since these informal conferences are not intended to be part of this grievance procedure, the discussion of any matter in such informal conferences shall not be considered a waiver of the right of any party to later raise a complaint or defense in the grievance procedure if the informal conferences are unsuccessful in resolving the complaint.
- 16.1.A. A grievance is a written complaint alleging that there has been a refusal to apply this Agreement or a misinterpretation or misapplication of the terms of this Agreement.
- 16.1.B. For the purposes of this procedure, a grievant may be an individual faculty member, except the Federation may file a grievance on Article 17, Federation Rights. Any grievant shall be entitled to a Federation representative at any stage of the grievance procedure. Nothing herein shall preclude any grievant from filing and processing their grievance without the assistance of a representative.
- 16.2 A grievance shall be submitted on the grievance form appended hereto as Appendix C. This form shall be provided by the District and shall be available at the District Office, the Office of the President of each College, and from the Federation.
- 16.3 Written notification or decisions to be provided under this grievance procedure may be hand delivered to the appropriate person or left with a person in charge of the office of the appropriate person, or mailed by certified U.S. mail, return receipt requested. If hand delivered, the date of such delivery shall be considered the date of submission. If mailed by certified U.S. mail, the postmark shall be considered as the date of submission.
- 16.4 During the processing of faculty member grievances, both the grievant and the District shall make a good-faith effort to provide available records and documentation in support of any position taken, provided that materials contained in the personnel file of faculty members other than the grievant shall be made available only with the consent of such faculty members. The grievant shall be deemed to have given such consent by the filing of their grievance.
- 16.5 No faculty member submitting a grievance with the assistance of a representative shall be required or requested at any stage of the grievance procedure to discuss privately with any District manager any aspect of the submitted grievance without the presence of such representative.
- 16.6 All reasonable efforts should be made to schedule meetings to discuss grievances pursuant to this grievance procedure so as to minimize disruptions of the work assignments of the faculty. The grievant, one Federation representative, and any witness requested or agreed upon by District management, may attend such meetings with District management without loss of compensation and, if requested, substitutes will be provided at District expense.
- 16.7 No grievance shall be resolved without first affording the Federation an opportunity to review the grievance, all evidence presented, and its proposed solution.
- 16.8 If it appears that the same grievance or substantially the same grievance has been submitted by more than one faculty member, the parties shall meet and attempt to agree upon a procedure for the handling of such grievances. If the parties agree that such grievances are sufficiently similar to create a reasonable probability that a resolution of one may produce results that should be equally applicable to

all such grievances, the grievances may be consolidated for process as a single grievance, provided that any faculty member whose grievance is affected by such consolidation shall be notified of the proposed consolidation, and may, within five (5) working days after receipt of such notice, provide the District and the Federation with written notice of their election to have their grievance processed separately.

- 16.9 All documents and communications relating to any grievance shall not be made part of any District files, personnel or otherwise, except that the District may maintain a separate confidential grievance file in the Human Resources Office. Any information contained solely in such file shall not be utilized in any evaluation or in providing any employment reference or recommendation.
- 16.10 No discrimination of any kind shall be taken against any participant in the grievance procedure by reason of such participation. Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to, provided, however, that any such requirements or time limits may be extended or waived by the expressed written agreement of the parties. If the District's authorized representative fails to answer a grievance within the time limit specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance to the next step of the grievance procedure. Failure by the grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and the grievance is terminated.

16.11 Grievance Procedure

A grievance must be submitted within 15 working days after the grievant first knew, or by reasonable diligence should have first known, of the condition(s) upon which the grievance is based, provided that the time limit shall be extended by 5 working days if an informal conference is held. All deadlines in Steps I, II, and III shall not be extended except by mutual agreement in writing between parties. By mutual agreement in writing between parties, any step between and including Steps I and IV, may be passed over for the next step.

STEP I: IMMEDIATE SUPERVISOR

If the informal conferences fail to resolve satisfactorily a complaint, the aggrieved faculty member may submit the grievance in writing to their appropriate immediate supervisor and appropriate Dean. Either party may request and shall promptly receive a meeting to discuss the grievance to the grievant and to the Federation within ten working days after its submission.

STEP II: COLLEGE PRESIDENT

If the grievant is not satisfied with the written decision in Step I, they may appeal the decision within five working days after the receipt of the written decision in Step 1 to the College President and/or Dean under whose jurisdiction the grievance occurred. Either party may request and shall promptly receive a meeting to discuss the grievance. The College President shall render a written decision to the grievant and to the Federation within ten working days after submission of the appeal.

STEP III: CHANCELLOR

If the grievant is not satisfied with the written decision in Step II, they may appeal the decision within five working days after the receipt of the written decision in Step II to the Chancellor or designee. Either party may request and shall promptly receive a meeting to discuss the grievance. The Chancellor or designee shall render a written decision to the grievant and the Federation within ten working days after submission of the appeal.

STEP IV: MEDIATION

If the grievant is not satisfied with the written decision in STEP III, the Federation may appeal the grievance on their behalf to Step V, or, at the written request of either the grievant, the Federation or the District, within five working days after the grievant's receipt of the written reply in Step III, the grievance shall first be submitted to a conciliator of the California State Mediation and Conciliation Service for mediation and recommendation.

STEP V: ARBITRATION

- A. If the grievant is not satisfied with the written decision in Step III (or the recommendation in Step IV, if applicable), within ten working days after receipt of the written decision in Step III (or the recommendation in Step IV, if applicable), the Federation may notify the Chancellor or their designee in writing of its request to have the grievance submitted to binding arbitration.
- B. The Federation and the District shall attempt to agree upon an arbitrator, and if no such agreement can be reached, the parties shall jointly request that the California State Mediation and Conciliation Service supply a panel of seven names of arbitrators. The parties shall thereafter meet and determine the choice of first strike from such a list by lot, and alternatively strike names from such list until a single name remains.
- C. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Federation. All other expenses, including fees for witnesses, or the cost of substitutes for witnesses, shall be borne by the party incurring them.
- D. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issues that were submitted to arbitration. If the parties cannot agree upon a summary of the issues, the arbitrator shall determine the issues by referring to the written grievance and the answers hereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the arbitrator shall first rule on the arbitrability of the issue.
- E. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.
- F. The District and the Federation may agree to any mutually acceptable procedure for the expedited arbitration.