

ARTICLE 9: Grievance Procedures

A. Definitions

1. A “grievance” is an allegation by one or more unit members that there has been a violation, misinterpretation or misapplication of the specific provisions of the Agreement. Actions to challenge or change the policies of the District as set forth in Board Policies or procedures adopted by the Chancellor or his/her designee must be undertaken under separate legal processes.
2. A “grievant” can be one or more member(s) of the bargaining unit, or when the Executive Board of the Association deems it appropriate, the Association itself.
3. “Day” means any day during which the District Office is open excluding holidays, winter, spring, and summer recesses.
4. The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the grievant.

B. Intent

It is the intent of the District and the Association to resolve all grievances as expeditiously as possible, and at the lowest level possible. The parties to this Agreement hereby agreed to dedicate themselves to bring all grievances to a quick and satisfactory conclusion.

C. Scope

1. Actions to challenge or change the policies of the District as set forth in Board Policies or procedures adopted by the Chancellor or his or her designee must be undertaken under separate legal processes.
2. No grievance shall be processed through the Grievance Procedure by any grievant who pursues any other available legal remedy with an agency or judicial body that accepts jurisdiction, unless agreed to by the District. If such an agency or judicial body does not accept jurisdiction, the time limit for filing a grievance begins on the date of receipt of notification of rejected jurisdiction.

D. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the grievance by an informal conference with the grievant’s immediate supervisor.

E. Formal Levels

1. Step 1

- a. Within twenty (20) days after the occurrence of the act or omission or within twenty (20) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the Grievance Report Form attached to this Agreement and submit it to the immediate supervisor. Copies of this report will be submitted also to the Area Vice President, the President of the College, the Vice Chancellor of Human Resources, the Association President and Grievant’s Representative (if any).

- b. This statement shall state the grievance and indicate the circumstances involved, the decision rendered at the informal conference, above referenced in Article 9 subsection C and the specific remedy sought.
- c. After the grievance has been filed, within the above time limits, a personal conference will be held if requested in writing by the grievant or the immediate supervisor.
- d. The immediate supervisor shall communicate a decision to the Employee in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next step.

2. Step 2

- a. In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision on the appropriate form to the Area Vice President within ten (10) days of the decision of the immediate supervisor.
- b. The statement should include a copy of the original grievance, the decision rendered, and an explanation of the reasons for the appeal.
- c. Either the grievant or the Area Vice President may request a personal conference within the above time limits.

If either the grievant or the Area Vice President requests a personal conference, there shall be a personal conference on the grievance.

- d. The Area Vice President shall communicate a decision in writing to the grievant, including the reasons for the decision, within ten (10) days after receiving the appeal. Copies of this written decision will also be submitted to the supervisor involved in the grievance, the President of the College, the Vice Chancellor of Human Resources, the Association President and Grievant's Representative (if any). If the Area Vice President does not respond within the time limits, the grievant may appeal to the next step.

3. Step 3

- a. In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision on the appropriate form to the President within ten (10) days of the decision of the Area Vice President.
- b. The statement should include a copy of the original grievance, the decision rendered, and an explanation of the reasons for the appeal.
- c. Either the grievant or the President may request a personal conference within the above time limits.

If either the grievant or the President requests a personal conference, there shall be a personal conference on the grievance.

- d. The President shall communicate a decision in writing to the grievant, including the reasons for the decision, within ten (10) days after receiving the appeal. Copies of this written decision will also be submitted to the supervisor involved in the grievance, the Area Vice President of the College, the Vice Chancellor of Human Resources, the Association President and Grievant's Representative (if any). If the President does not respond within the time limits, the grievant may appeal to the next step.

4. Step 4

- a. In the event the grievant is not satisfied with the decision at Step 3, the grievant may appeal the decision on the appropriate form to the Chancellor/Designee within ten (10) days of the decision of the President.
- b. The statement should include a copy of the original grievance, the decision rendered, and an explanation of the reasons for the appeal.
- c. Either the grievant or the Chancellor/Designee may request a personal conference within the above time limits. If either the grievant or the Chancellor/Designee requests a personal conference, there shall be a personal conference on the grievance.
- d. The Chancellor/Designee shall communicate a decision in writing to the grievant, including the reasons for the decision within ten (10) days after receiving the appeal. Copies of this written decision will also be submitted to the supervisor involved in the grievance, the Area Vice President of the College, the President of the College, the Vice Chancellor of Human Resources, the Association President and Grievant's Representative (if any). If the Chancellor/Designee does not respond within the time limits, the grievant may appeal to the next step.

5. Step 5

- a. In the event that the grievant is not satisfied with the decision at Step 4, the Association may request to the Chancellor/Designee that the grievance be submitted to a neutral arbitrator. Such request must be in writing, filed within ten (10) days with the Chancellor/Designee, and be accompanied by a written statement from the Association agreeing to take the grievance to arbitration.
- b. The Association shall immediately request a list of arbitrators from the American Arbitration Association containing only the names of neutrals who are members of the National Academy of Arbitrators who have issued at least five arbitration decisions since 1976. Within ten (10) days after receipt of said list of arbitrators, representatives of the District and the Association shall attempt to agree upon a mutually acceptable neutral arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association may file a Demand to Arbitrate with the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the voluntary Labor Arbitration Rules of the American Arbitration Association.
- c. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted, and to determine a settlement which will resolve the grievance.
- d. The arbitrator shall be subject to the following limitations.

- (i) The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement but shall determine only whether or not there has been a violation of this Agreement as alleged by the grievant.
- (ii) The arbitrator shall have no power to establish salary structures.
- (iii) The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
- (iv) The arbitrator shall not consider any issue raised by the grievant or the District unless it was known by the grievant or the District in an earlier step of this Grievance Procedure.
- (v) All fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other costs, except for released time for the grievant(s) and faculty witnesses, will be borne by the party incurring them. If the District claims that a grievance should be dismissed because it falls outside the scope of the procedure, or the grievant did not properly follow the Grievance Procedure, such a claim shall, at the option of the District and upon reasonable notice be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The District may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits, but the District shall notify the Association prior to any hearing concerning any issue of arbitrability.
- (vi) The decision of the arbitrator shall be binding on the grievant, the Association, and the District.
- (vii) The arbitrator shall have no power to render a recommended settlement on a grievance filed before the effective date of this Agreement or after the termination of this Agreement.

F. Miscellaneous

1. No grievant shall use the Grievance Procedure to appeal any decision of the District or its representative if such decision is pursuant to any order of, or consent agreement with, any state or federal court, regulatory commission or agency.
2. For purpose of efficiency, the District or the Association may consolidate grievances involving similar issues.
3. If the grievant introduces new evidence at any Step in the Grievance Procedure, the District may require that the grievance be returned to the prior step.
4. Grievances shall be filed and processed on Grievance Report Forms attached to this Agreement.
5. Time limits provided for at each level shall begin the day following the occurrence of the act or omission, the receipt of the grievance or appeal of written decision, etc. Time limits may be extended or shortened only by mutual agreement in writing.

6. A grievant may be represented at all steps of the Grievance Procedure by an Association-designated representative. At every Step of the Grievance Procedure, both Informal and Formal Levels, it is the responsibility of the District to notify any grievant who does not have representation of his or her right to such representation.
7. The District shall not take reprisals against any member of the bargaining unit because he or she filed a grievance or participated in the processing of a grievance.
8. Any member of the bargaining unit may at any time present grievances to the District and have such grievances adjusted without the intervention of the exclusive representative, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of the Agreement. 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 and has been given the opportunity to file a response.
9. All grievance forms and any attachments thereto shall be filed in a grievance file separate from the permanent personnel file. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he or she will, upon notice to the immediate supervisor by the President of the Association, be released without loss of pay in order to permit participating in the foregoing activities in compliance with Article 3. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be released without loss of pay.
10. The Association either on its own behalf or in behalf of more than one unit member, may initiate a grievance at Step 1 of Formal Level or the appropriate level depending on who is being grieved.
11. In the event a grievance is filed at such a time that it cannot be processed through all the Steps in the Grievance Procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein may be reduced at the request of the grievant so that the Procedure may be exhausted prior to the end of the school year or as soon as is practicable.