

ARTICLE 25 - GRIEVANCE PROCEDURE

Preamble: The Federation and Management agree that every attempt should be made to resolve differences informally.

25.1 Definitions and General Provisions

- 25.11 Grievance: A grievance is an allegation that a specific and identifiable section of this Agreement has been violated. Allegations or complaints of unlawful discrimination as listed in Article 21 of this Agreement will be processed as specified in Article 21 of this Agreement.
- 25.111 Special appeal procedures and/or abbreviated grievance procedures are located in other Articles of this Agreement as follows:
1. Articles 3.445 and 23.1 - Probationary Employees
 2. Articles 3.72 and 23.1 - Special Probationary Appointment
 3. Article 22.10 - Discipline and Dismissal
 4. Article 4 - Part-time Assignments
- 25.12 Grievant: Any employee or group of employees or the Federation who alleges a violation of the terms and conditions of this Agreement and thereupon initiates grievance procedures.
- 25.13 Administrative supervisor: The Dean, Director or other individual in a management position who provides immediate supervision of the grievant.
- 25.14 Parties Directly Involved: Includes the grievant, the Federation representative, any Management official who rendered a decision on the grievance and the Director of Human Resources who is the Management Contract Administration Officer.
- 25.15 Business Days: Monday through Friday, excluding College holidays and scheduled breaks between academic terms during the twelve month academic year, and shall not include the day on which a grievance is presented or appealed or decision rendered.
- 25.16 The Federation representative shall be person(s) designated by the Federation to represent its interests and to represent the grievant. The grievant and the authorized Federation representative shall be permitted to attend meetings with Management for the purposes of adjusting grievances under this Article at times that do not interfere with their established work schedules.
- 25.17 The written statement of grievance shall include the Article(s) of the contract alleged to have been violated, the factual details of the violation, the requested remedy(s), and shall be signed by the grievant and a representative of the Federation, except in the case of "Federation" grievance, in which case a Federation signature is sufficient. A grievance shall not be considered to have been filed unless all the above components in Article 25.17 are present.
- 25.18 Copies of the grievance statement shall be provided to the Federation representative and the Director of Human Resources as a part of the grievance filing process. This statement shall be the basis for the formal consideration at each step in the formal grievance procedure and shall not be materially altered when presented at subsequent steps in the formal process unless new facts or evidence appears.

- 25.19 Written grievances must be filed by the individual employee or the Federation within 22 business days of the event which occasioned the grievance or within 22 business days of the grievant's knowledge of the event. Informal resolution steps shall occur within that time period.
- 25.20 Timelines may be extended by mutual agreement. The agreement must be in writing and include the dates to which the timelines have been extended. It will be signed by the Management official involved or the Director of Human Resources and the Federation representative or the grievant. If either party fails to comply with the timelines established in this Article, the grievance shall proceed to the next step except as follows:
- a. If the Executive Officer defaults on the timelines, as specified in 25.24 and 25.33, the grievance may proceed to arbitration under the provisions of 25.4.
 - b. If the Federation defaults on the timelines for arbitration, as specified in 25.4, the grievance shall be settled.

25.2 Individual Grievance Procedure

25.21 Step 1 Meeting with the Administrative Supervisor

Grievant(s) shall meet with the Administrative Supervisor to inform her or him of the potential grievance and to informally discuss the potential grievance.

25.22 Step 2 Written grievance to the Administrative Supervisor

If not resolved informally, the grievant must submit a formal written grievance statement to the Division Dean/Director within 22 business days of the grievant's knowledge of the event which occasioned the grievance. The grievance statement shall meet the criteria of Article 25.17 of this Agreement.

25.221 If the Administrative Supervisor is the Dean of Instruction/Student Development or Director, Step 3 of the grievance procedure will be omitted, and the grievance will proceed from Step 2 directly to Step 4.

25.222 A meeting between the grievant and the Division Dean/Director will occur within five business days, and the Division Dean/Director response shall occur within five business days of the meeting. The response will include the decision and the reasons. Copies of the response will be provided to the Federation representative and to the Director of Human Resources.

25.23 Step 3 Written Grievance to the Next Supervisory Level

If not resolved by the decision of the Administrative Supervisor, the grievant may submit the grievance within ten business days to the Campus Dean of Instruction, Dean of Student Development or Director. (Librarians shall submit the grievance directly to Step 4.) A meeting of the parties will occur within five business days. A written decision will occur within ten business days of the meeting. Copies of the written response will be provided to the Federation representative and the Director of Human Resources.

25.24 Step 4 Written Grievance to the Executive Level

If not resolved by the decision of the Dean of Instruction or Dean of Student Development or Director, the grievant may submit the grievance within five business days to the Campus President or the appropriate Executive with administrative

responsibility for a district-wide service. A meeting of the parties will occur within five business days. A written decision will occur within ten business days of the meeting. Copies of the written response will be provided to all parties directly involved.

25.25 Step 5 Submitting Grievance to Binding Arbitration

If not resolved by the decision of the Executive Officer, the Federation, within fifteen business days, may submit the grievance to binding arbitration under the provisions of Article 25.4.

25.26 Concurrent Review by the District President

The District President shall review the grievance statement and responses at each step and other documentation he or she deems relevant, within ten business days of the date the Federation notifies the College that it has invoked arbitration, or before the arbitrator is selected, whichever is longer. This may be done concurrently with the selection of the arbitrator in Article 25.4 of this Agreement. If the President decides to take action which differs from that taken at the Step 4 level, he or she must notify the grievant(s) in writing within ten business days, with copies to all parties directly involved.

25.3 Federation Grievance Procedure. Grievance procedure for Federation grievances, individual grievances against a central administrative service or by a group of employees with different supervisors.

25.31 Step 1 Meet with the Director of Human Resources (or designee)

The grievant(s) and/or the Federation representative shall meet with the Director of Human Resources to informally discuss the potential grievance. This discussion may occur at a contract administration meeting by mutual agreement.

25.32 Step 2 Written Grievance to the Director of Human Resources (or designee).

If not resolved informally at the Step 1 meeting, the written grievance shall be submitted to the Director of Human Resources within 22 business days of the event which is the subject of the grievance or within 22 days of the grievant's knowledge of the event. The grievance statement shall meet the requirements of 25.17 of this Agreement.

A meeting with the Director of Human Resources, the executive officer(s) involved, and the grievant(s) shall take place within ten business days of the receipt of the written grievance. The Director of Human Resources shall issue a written response within fifteen business days of the meeting with copies to all parties directly involved.

25.33 Step 3 Written Grievance to the next Administrative Level.

If the grievance is not resolved at the Step 2 level, the grievance may be submitted within five business days to the appropriate Executive Officer as determined by the Director of Human Resources.

A meeting of the parties involved will occur within five business days and a written response will be issued within ten business days. Copies of the written response will be furnished to all parties directly involved.

25.34 Step 4 Submitting Grievance to Binding Arbitration

If the grievant(s) is (are) not satisfied with the action taken by the Executive Officer, the Federation may within fifteen business days submit the grievance to binding arbitration.

25.35 Concurrent Review by the District President

The District President shall review the grievance statement, materials submitted during the grievance process and responses at each step within ten business days of the date the Federation notifies the College that it has invoked arbitration, or before the arbitrator is selected, whichever is longer. This may be done concurrently with the selection of the arbitrator in Article 25.4 of this Agreement. If the President decides to take action which differs from that taken at the Step 3 level, he or she must notify the grievant(s) in writing within ten business days, with copies to all parties directly involved.

25.4 Arbitration

- 25.41 The arbitrator shall be appointed by mutual consent of the parties and shall arbitrate utilizing the rules of the American Arbitration Association. The parties shall attempt to agree on an arbitrator in each case. If the parties are unable to agree upon an arbitrator within ten business days after arbitration is invoked, they then shall jointly petition the State Employment Relations Board for a panel of arbitrators. If the parties agree that they do not want to strike from the list provided by the Employment Relations Board, the parties may agree to request additional lists from the Employment Relations Board or to request a list from another arbitration service.
- 25.42 The parties shall select a single arbitrator from such panel by alternately striking names. The parties will schedule the arbitration hearing as soon as possible. Seven business days notice will be given all parties of the time and place of the hearing.
- 25.43 Before the arbitration hearing, the parties will attempt to agree on a procedure for the exchange of the names of anticipated witnesses and anticipated exhibits.
- 25.44 The arbitrator will decide only the issue presented by the original grievance unless otherwise agreed to by the parties. The decision of the arbitrator shall be consistent with the terms of this Agreement and shall be final and binding upon both parties and upon the grievant to the extent that it is within his authority. The arbitrator shall not be empowered to rule contrary to, to amend, to add to or to eliminate any of the provisions of this Agreement. Within 25 business days after completion of the hearing, the arbitrator shall render a decision.
- 25.45 In cases involving suspension or termination, the arbitrator may award back pay to accompany an order of reinstatement. However, in no case may the arbitrator order reinstatement in any instance in which the alleged contractual violations are those of procedure rather than substance. In no case may the arbitrator direct that a probationary employee be reappointed beyond the contract year in which the discipline was imposed, nor may the arbitrator award continuous appointment. An arbitrator may only direct that a part-time Faculty member be reemployed consistent with the provisions of Article 4 - Employment of Part-time Faculty.
- 25.46 When a dispute arises between the parties as to whether or not a grievance is arbitrable, the arbitrator shall first hear and rule on the arbitrability before hearing and ruling on the merits of the grievance. If the arbitrator rules that the dispute is arbitrable, the hearing on the merits of the grievance shall be held as soon thereafter as possible.
- 25.47 Expenses incident to the services of the arbitrator shall be borne equally by the parties hereto. It is further agreed that the above grievance-arbitration procedure shall be and the same hereby is the sole method of settling disputes, differences or controversies arising between the parties hereto or between an employee and the Board unless specifically stipulated otherwise elsewhere in the Agreement, and is further agreed that the employees

covered hereunder shall be bound by any decisions, determinations, agreements or settlements which may be effectuated pursuant to invoking the grievance-arbitration procedure.