

## ARTICLE XVI

### GRIEVANCE PROCEDURE

#### Section 1. PURPOSE:

To provide an orderly procedure for reviewing and resolving grievances promptly.

#### Section 2. DEFINITIONS:

- A. Grievance: A formal written allegation by a grievant that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement.

Actions to challenge or change the policies of the District as set forth in the policies, rules, and regulations, or administrative regulations and procedures not included within this contract must be undertaken under District policy rather than this Grievance Procedure.

- B. A "grievant" may be any unit member covered by the terms of this Agreement.
- C. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the State Center Community College District is open for business.
- D. The "immediate supervisor" is the first (1st) administrator having immediate jurisdiction over the grievant--not within the same bargaining unit as the grievant.

#### Section 3. TIME LIMITS

- A. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure relative to the grievance in question.
- B. Failure of the District to respond within established time limits to any step entitles the grievant to proceed to the next step.
- C. Time limits and steps may be waived by mutual written consent of the parties.

#### Section 4. OTHER PROVISIONS:

- A. Unit Member Legal Rights: Nothing contained herein shall deny to any unit member his/her rights under state or federal constitution laws.
- B. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this procedure.
- C. Unit members may be represented by the campus grievance chairperson or his/her designee at any conference or at any level.

- D. Informal Discussion--Oral: Within thirty (30) days of the time a unit member knew or reasonably should have known of an alleged grievance, the unit member, either directly or accompanied by the Federation's "grievance chairperson", or designee, shall orally discuss with his/her immediate supervisor during non-teaching hours the alleged grievance. Within five (5) days, the immediate supervisor shall give his/her oral response.

Section 5. FORMAL LEVEL:

A. Level I:

- (1) Within five (5) work days of the oral response, if the grievance is not resolved, it shall be stated in writing on the "Statement of Grievance" form as provided by the District (and shown as Exhibit "C" of this Agreement), signed by the grievant, and presented to his/her supervisor or designee at the dean level or above.
- (2) The supervisor or designee shall communicate his/her decision to the unit member in writing within five (5) days after receiving the grievance.
- (3) Within the above time limits, either the grievant or the immediate supervisor or designee may request a personal conference with the other party.

B. Level II:

- (1) In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the college president, or his/her designee, within five (5) days.
- (2) This statement shall include a copy of the original grievance and a written copy of the decision rendered by the unit member's supervisor or designee.
- (3) The college president, or his/her designee, shall communicate the decision to the grievant in writing within seven (7) days of receiving the appeal. Either the grievant or the college president, or his/her designee, may request a personal conference within the above time limits.

C. Level III:

- (1) If the grievant is not satisfied with the decision at Level II, he/she may, within five (5) days, appeal the decision on the appropriate form to the Chancellor or his/her designee.
- (2) This statement shall include copies of the original grievance and appeal and written copies of the decisions rendered.
- (3) The Chancellor, or his/her designee, shall communicate his/her decision in writing to the grievant within fifteen (15) days.

D. Level IV--Arbitration:

- (1) Within fifteen (15) work days after receipt of the decision of the Chancellor, the Federation may, upon written notice to the Associate Vice Chancellor, Human Resources, submit the grievance to arbitration under and in accordance with the prevailing rules of the American Arbitration Association.
  - a) Only the Federation (exclusive representative) may demand arbitration.
- (2) Powers of the Arbitrator: It shall be the function of the arbitrator and he/she is empowered, except as his/her powers are herein limited, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement and to determine the arbitrability of any grievance where arbitrability is questioned by either party.
- (3) The arbitrator shall have no power to:
  - a) Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement;
  - b) Establish, alter, or modify any salary structure;
  - c) Rule on any of the following:
    - [1] Termination of services of, or failure to reemploy, any first- or second- contract unit member;
    - [2] Any matter involving any unit member's evaluation, except procedural matters;
  - d) All fees and expenses of the arbitrator shall be shared equally by the Board and the Federation. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of non-employee witnesses called by the other.
- (4) The decision of the arbitrator shall be final and binding on all parties.



<p>Level II: Step 1 – College President/Designee response to grievance</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level II: Step 2 – Employee response to Step 1 decision and, if not acceptable, reasons for appeal to Level III</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Decision Acceptable: <input type="checkbox"/></p> <p>Appeal to Level III: <input type="checkbox"/></p>
<p>Level III: Step 1 – Chancellor/Designee response to grievance</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Grievance Resolved: <input type="checkbox"/></p> <p>Grievance Denied: <input type="checkbox"/></p>
<p>Level III: Step 2 – Employee response to step 1 decision and, if not acceptable, reasons for appeal to Level IV</p> <p>Signature: _____</p>	<p>Date of Receipt: _____</p> <p>Date of Response: _____</p> <p>Decision Acceptable: <input type="checkbox"/></p> <p>Appeal to Level IV: <input type="checkbox"/></p>
<p>Level IV: Final and Binding Decision of the Arbitrator</p>	<p>Date of Receipt: _____</p> <p>Date of Hearing: _____</p> <p>Date of Response: _____</p>