

ARTICLE 15 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 an alleged violation, misapplication, or misinterpretation of any provision of this Agreement which adversely affects the employment status of the grievant.

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 will 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 will be construed as a violation of state or federal constitution laws.
- B. Any grievance which arose prior to the effective date of this Agreement or which does not comply with the terms and requirements of a grievance will not be processed under this procedure.
- C. Unit members may be represented by the appropriate college Federation Vice President for Member Rights or their 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 Vice President for Member Rights, or designee, will orally discuss with their immediate supervisor during non-teaching hours the alleged grievance. Within five (5) days, the immediate supervisor will give their 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 will be stated in writing on the "Academic Grievance" form as provided by the District (and shown as Exhibit "D" of this Agreement), signed by the grievant (or Federation Representative), and presented to their supervisor (or designee) at the dean level or above.
2. The supervisor or designee will communicate their 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 Federation Representative) 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, they may appeal the decision on the appropriate form to the College President, or their designee, within five (5) days.
2. This statement will 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 their designee, will communicate the decision to the grievant in writing within seven (7) days of receiving the appeal. Either the grievant (or Federation Representative) or the College President (or their 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, they may within five (5) days appeal the decision on the appropriate form to the Chancellor, or their designee.
2. This statement will include copies of the original grievance and appeal and written copies of the decisions rendered.
3. The Chancellor, or their designee, will communicate their decision in writing to the grievant within fifteen (15) days.

D. Level IV--Advisory Arbitration

1. Within fifteen (15) work days after receipt of the decision of the Chancellor, the Federation may, upon written notice to the Chief Human Resources Officer, submit the grievance to arbitration under and in accordance with the prevailing rules of the California State Mediation and Conciliation Services. Only the Federation (exclusive

- representative) may demand arbitration.
2. Powers of the Arbitrator: After due investigation, it will be the function of the arbitrator, who is empowered except as their powers are herein limited, 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 will 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:
 - i. Termination of services of, or failure to reemploy, any unit member;
 - ii. Any matter involving any unit member's evaluation, except procedural matters;
 - d. All fees and expenses of the arbitrator will be shared equally by the Board and the Federation. Other expenses will be borne by the party incurring them. Neither party will be responsible for the expense of non-employee witnesses called by the other.
 4. The decision of the arbitrator will be advisory on all parties.