

## ARTICLE 15

### GRIEVANCE PROCEDURES

- 15.1 Purpose:** To provide an orderly procedure for reviewing and resolving grievances promptly.
- 15.2 Definitions:**
- 15.2.1 A "grievance" is a written claim by the Association or a faculty member that there has been a violation, misapplication, or misinterpretation of any of the provisions of this Agreement.
  - 15.2.2 A "grievant" is the person or persons, including the Association or representatives thereof, making the claim.
  - 15.2.3 A "day" (for the purposes of this grievance policy) is any calendar instructional day.
  - 15.2.4 The "immediate supervisor" is the first administrator having immediate jurisdiction over the grievant.
- 15.3 Time Limits:** It is important that grievances be processed as rapidly as possible within the time limits specified at each level. Every effort shall be made to expedite the process. The time limits may, however, be extended or shortened by mutual written agreement. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the academic year and, if left unresolved until the beginning of the following academic year, could result in harm to the grievant, the time limits set forth herein shall be reduced so that the procedure may be included prior to the end of the academic year or as soon thereafter as possible.
- 15.4 Procedure:** Anyone filing a grievance shall have tried to solve the problem in an informal way by meeting with his/her immediate supervisor(s) before Level One. Attendance at the informal meeting is normally between the employee and the immediate supervisor, but an employee may request Association representation if deemed prudent by the employee with at least one working days' notice to the supervisor. When a grievance is not appropriate to address at Level One, the District and the Association shall mutually agree that the Association may initiate the grievance at Level Two. In this case, the grievance statement shall be submitted at Level Two.

#### 15.4.1 Level One

- A. A grievance must be filed within 30 days after the grievant knew or should have known of the event or situation which gave rise to the grievance. A grievant who files a grievance shall first fill out Level One of the Grievance Form, have it time-stamped by the Human Resources Department. The grievant shall leave a copy with the Human Resources Department. The Human Resources Department shall be responsible for notifying the grievant's immediate supervisor. The grievant shall provide notification and a copy of the grievance to the Association if the Association is not responsible for filing the grievance.
- B. The statement of the grievance on the Grievance Form must include the following information:
  - 1. Name and position of the grievant
  - 2. The date on which the event or situation which gave rise to the grievance occurred or the date on which the grievant knew or should have known of the event or situation
  - 3. A statement of facts giving rise to the grievance
  - 4. Identification of all the provisions of this agreement claimed to have been violated, misinterpreted, or misapplied
  - 5. The date of the initial submission of the grievance in writing (Level One)
  - 6. The remedy or correction being sought
- C. The Grievance Form is included in Appendix V of this contract. The immediate supervisor shall meet with the grievant and respond to him/her in writing within ten (10) days of receipt of the grievance.

#### 15.4.2 Level Two

- A. If the grievant is not satisfied with the results of his/her grievance at Level One, he/she may continue to Level Two. The grievant shall fill out and file Level Two of the Grievance Form with the Office of the Superintendent/President within ten (10) days of the written response by the grievant's immediate supervisor. On the same day, a copy of the Level Two Grievance Form must be received by the Association president.
- B. The Superintendent/President or his/her designee shall respond in writing to the grievant and the Association within ten (10) days of the filing of the Level Two grievance.

#### 15.4.3 Level Three

- A. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no written decision has been rendered within ten (10) days, he/she may request within ten (10) days that the Association file for binding arbitration. If the Association decides to file for binding arbitration, it must complete Level Three of the Grievance Form and submit it to the Superintendent/ President within fifteen (15) days of the request by the grievant.

**15.5 State Mediation and Conciliation Service:** The Association and the District shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, the parties shall request a list of eleven (11) arbitrators from the State Mediation and Conciliation Service. The arbitrator shall be selected from the list supplied by SMCS through a process of alternately striking names. A flip of the coin shall determine which party strikes first.

**15.6 Powers of the Arbitrator:** The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall not have the power to add to or subtract from or modify any of the terms of this Agreement. The decision of the arbitrator will be submitted to the District and the Association and will be final and binding upon the parties of this Agreement. All costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses, and the cost of any hearing room, shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.

**15.7 Rights of Faculty Members to Representation:**

15.7.1 No reprisals of any kind shall be taken by the Board or by any member or representative of the District or College administration against any grievant, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

15.7.2 A faculty member may be represented at Levels One and Two of the grievance procedures by himself/herself and/or by a member of the Association's Grievance Committee or CTA Executive Board. If a faculty member is not represented by the Association, the Association shall have the right to be present and/or state its views at all stages of the grievance procedures. Should the Association waive its right to be present and/or state its views at any formal level stage of the procedure, the Association shall retain the right to do so at any or all subsequent formal level stage of the grievance procedure.

**15.8 Grievance Records:** All documents, communications, and records dealing with the

processing of a grievance shall be confidential, shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants. All records used in this grievance procedure, which may have derived from personnel files maintained by the District, shall be returned to those files without indication that they have been used in this grievance procedure.

- 15.9** **Failure to Render a Decision:** Failure to render a decision at any step of this procedure within the specified time limits shall permit the grievance to proceed to the next step.
- 15.10** **Failure to Appeal:** Failure of the grievant to appeal a decision at any step within the specified time shall constitute a withdrawal of the grievance. Any step or time limitation of the grievance procedure may be waived by written mutual agreement of the District and the grievant.
- 15.11** **Time for Grievance Procedure:** A maximum of four (4) representatives of the Association shall have the right to receive reasonable periods of time without loss of compensation for the purpose of the grievance processing.

Original Language