

ARTICLE 18: GRIEVANCE PROCEDURE

18.1 Definitions

- **Grievance** - A grievance is defined as a formal written notice by the Association that there has been a violation of a specific provision(s) of this Agreement.
- **Grievant** - A "grievant" is the Association and/or a member of the Unit covered by the terms of this Agreement.
- **Group Grievances** - Should the Association feel that the significant characteristics of a number of individual grievances or potential grievance are sufficiently alike, that it would be in the best interest of time to hear this group of grievances as one, it may do so under this procedure. Such consolidated grievances shall be carried through the procedure by one designated Grievant.
- **A day** - for the purpose of this Article, is a day in which the District is open for business and on which employees are required to work.
- **Immediate Supervisor** - The lowest level manager or supervisory position having immediate jurisdiction over the employee.
- **Arbitration** - The process by which the parties to a dispute submit their differences to the judgment of an impartial person or group appointed by mutual consent or statutory provision.

18.2 Employer/Employee Relations Committee (EERC)

The College District and the Association may establish an Employer/Employee Relations Committee. The purpose of the committee is to assist in the resolution of perceived employer/employee problems. The committee shall not, in any way, amend, modify or change the collective bargaining agreement. The committee shall consist of three (3) members appointed by the Association, and three (3) members appointed by the District.

18.3 General Provisions

18.3.1 **Association Responsibilities** - The Association agrees to encourage the Grievant to discuss his/her complaint with his/her immediate supervisor.

18.3.2 **Resolution** - Before filing a formal written grievance, the Grievant will attempt to resolve the issue in an informal manner with the appropriate immediate supervisor.

18.3.3 At all grievance meetings under this Article, the Grievant is entitled to be accompanied and/or represented by an Association representative. A Grievant shall also be entitled to represent himself/herself. In situations where the immediate supervisor is also a SCCDAA unit member, that immediate supervisor is also entitled to be accompanied and/or represented by an Association representative. In situations where SCCDAA has not been requested to represent

the Grievant, the District will not agree to a final resolution of the grievance until SCCDAA has received a copy of the grievance and the proposed resolution and has been given an opportunity to state its written views on the matter. Ten (10) days will be considered an opportunity for SCCDAA to respond. By mutual agreement other persons such as witnesses may also attend grievance meetings.

18.3.4 Other information including but not limited to witness statements, interviews, or any other pertinent documentation may be utilized in grievance meetings.

18.3.5 Grievance meetings and hearings will be scheduled at mutually convenient times and places during District business hours. Grievant and the accompanying Association rep will attend those meetings as part of their regular work hours (i.e. without loss of salary).

18.3.6 Effect on Time Limits: If a grievance is not processed by the Grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the District fails to respond to the grievance within the time limits set in this Article, the running of its time limit shall be deemed a denial of the grievance and termination of the step in question and the Grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived, but only by mutual written agreement.

18.3.7 The response in any grievance shall be coordinated through the District. The response will be from the appropriate supervisor or manager. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof, unless the parties mutually agree to the contrary.

18.3.8 If the District denies a grievance at any level, SCCDAA may still move the grievance forward.

18.4 **Process**

18.4.1 **Informal**

Within fifteen (15) days after the bargaining unit member knew or reasonably should have known of the act or omission giving rise to the grievance and before filing a formal written grievance, the grievant shall attempt to resolve the issue by an informal meeting with their immediate supervisor. The grievant may pursue the informal procedure through the immediate supervisor's chain of command. This informal procedure may be utilized up to and including the second management level above the immediate supervisor. SCCDAA, either on its own or on behalf of the Unit Member, may initiate the formal level at any point in this informal procedure.

18.4.2 Level One

18.4.2.1 If there is no resolution of the issue within fifteen (15) days after the most recent meeting at the informal level, the grievance must be presented within five (5) days, in writing, to Human Resources, with a copy provided to the immediate supervisor. The written grievance shall contain a clear concise statement of the action(s) taken by the immediate supervisor or management employee which resulted in the violation of a specific provision of the Agreement, the remedy sought; the specific provision(s) of the Agreement violated, and the name of the employee's SCCDAA representative, if any.

18.4.2.2 If no resolution is reached, the immediate supervisor or designee shall reply in writing within seven (7) days of receiving the grievance. The Grievant will be provided with a copy of the immediate supervisor's response.

18.4.3 Level Two

18.4.3.1 If the grievance is not resolved at Level One, the Grievant may, within seven (7) days after receipt of the immediate supervisor's written decision, present the written grievance to Human Resources for presentation to the next level of authority or his/her designee. The written grievance shall contain the same information as in Level One and a copy of the immediate supervisor's decision.

18.4.3.2 The next level of authority or designee shall reply in writing within seven (7) days following the meeting. A copy of the Level Two grievance documents shall be provided to the immediate supervisor and the Grievant.

18.4.4 Level Three

18.4.4.1 If the grievance is not resolved at Level Two, the Grievant may, within seven (7) days after receipt of the decision in Level Two, present the written grievance to Human Resources for presentation to the Superintendent/President or division head or his/her designee. The written grievance shall contain the same information as in Levels One and Two, copies of the Level One and Level Two decisions, and reasons for the appeal. A copy of the appeal documents shall be provided to the immediate supervisor.

18.4.4.2 Within seven (7) days of receipt of the grievance appeal, a meeting shall take place to discuss the matter. The next level of authority or his/her designee shall reply in writing within seven (7) days following the meeting (this could be the Superintendent/President or designee).

18.4.4.3 Prior to submission of a grievance to arbitration, either party may ask for the services of the State Mediation and Conciliation Service for mediation and recommendation.

18.4.5 Level Four (Request for Hearing)

If SCCDAA is not satisfied with the decision at Level Three, the Association may submit the matter to the office of Human Resources for Arbitration. This written request must be made within ten (10) days after the conclusion of Level Three (i.e. after receipt of Level Three response by the College President or designee).

18.4.5.1 **Arbitrator Selection:** The Association shall request a panel of five (5) arbitrators from the State Mediation and Conciliation Service. Within ten (10) days from receipt of the panel, a meeting shall be arranged with the parties to the grievance, or their representatives, for the selection of an arbitrator. The arbitrator shall be selected from the panel provided by the State Mediation and Conciliation Service by alternately striking names until one remains. The party that strikes the first name shall be chosen by lot. If the arbitrator indicates that he/she will not be available for a hearing within a reasonable time not to exceed sixty (60) days, the parties may proceed to select another arbitrator as indicated above.

18.4.5.2 **Final Arbitration:** The decision rendered by the arbitrator will be final and binding.

18.4.5.3 **Witnesses:** The parties shall exchange lists of proposed witnesses no later than ten (10) days prior to the first date of the hearing.

18.4.5.4 **Disclosure:** Neither party shall communicate with the arbitrator on the merits of the grievance without first contacting the other party to explain the purpose of the intended communication.

18.4.5.5 **Arbitrator Limitations:** The Arbitrator shall have no power to add, subtract, disregard, alter, or modify any of the terms of this Agreement.

18.4.5.6 **Hearing Process:** The hearing shall be conducted in accordance with the rules and procedures prescribed in Section 11513 of the

Government Code of the State of California. No other section of the State Administrative Procedure Act shall apply to this grievance procedure. The hearing shall be private with attendance limited to the parties to the grievance and their representatives, if any, witnesses while testifying, and representatives of Human Resources.

18.4.5.7 **Hearing Officer:** The hearing officer shall render written findings, conclusions, and orders within thirty (30) days of the termination of the hearing. The findings, conclusions, and orders shall be final and binding.

18.4.5.8 **Expenses:** The District and the Association will share equally the payment of the services and expenses of the arbitrator, including the cost of the court reporter (if utilized). Each party shall bear the expense of the presentation of its own case. A transcript of the proceedings shall not be required, but either party may order a transcript at its own expense. Unless both parties agree otherwise, in the event of a cancellation or postponement of an arbitrator hearing, any cancellation or postponement fees charged by the arbitrator shall be borne by the party requesting the cancellation or postponement.

18.4.5.9 **Grievance Files:** The District's Office of Human Resources shall maintain a file of all grievance records and communications separate from the personnel files of the Grievant(s), and grievance documents and decisions shall not be included in the personnel file, unless it is reasonably necessary or appropriate to do so.

18.4.5.10 **No Reprisals:** There shall be no reprisal against an employee for utilizing these grievance procedures or for assisting a Grievant pursuant to these procedures, provided such utilization or assistance conforms to rights established under this Agreement.