

## **Article 13    GRIEVANCES**

### **§ 13.1      Definitions**

**§ 13.1.1**      A "grievance" is an allegation by a grievant that they have been directly or adversely affected by a misapplication, a misinterpretation, or a violation of an applicable law or specific provision of this Collective Bargaining Agreement.

**§ 13.1.2**      A "grievant" is a unit member or unit members of the District covered by the terms of this Agreement, or SEIU with written approval of the grievant, with an alleged grievance.

**§ 13.1.3**      A "day" is any day in which the administrative offices of the College District are open for business.

### **§ 13.2      General Information**

**§ 13.2.1**      A grievant shall be entitled to representation at each step of the grievance procedure, and shall be entitled to participate in all grievance proceedings on work time.

**§ 13.2.2**      By mutual agreement between the parties, any step of the grievance procedure may be extended in time.

**§ 13.2.3**      The parties may mutually agree to alternative methods of resolving grievances, including but not limited to mediation and informal hearings at any time during the grievance process.

**§ 13.2.4**      Until final disposition of the grievance takes place, the grievant is required to conform to the original direction of the grievant's supervisor.

**§ 13.2.5**      Neither the Vice President of Human Resources nor the Superintendent/President shall be required to handle more than two (2) grievances at a time. If more than two (2) grievances are pending, time limits shall be extended correspondingly.

**§ 13.2.6**      A unit member covered by this Agreement may present a grievance directly and have such grievance addressed without representation by SEIU as long as any resolution does not violate the terms of this Agreement. The SEIU President shall be provided copies of any grievance filed directly by unit members and any responses by the District. Prior to any resolution of any grievance, SEIU shall be given the opportunity to file a written response to the proposed resolution.

## **Article 13    GRIEVANCES (Continued)**

### **§ 13.3      Grievance Procedure**

#### **§ 13.3.1      Informal Resolution**

**§ 13.3.1.1**      Before filing a formal grievance (Level 1), the unit member, supervisor, SEIU representative(s), Human Resources representative, and any other party that is agreed upon (i.e., expert or workplace witness), will meet and make a sincere attempt to resolve the issue.

#### **§ 13.3.2      Level I - Formal Level**

**§ 13.3.2.1**      A formal grievance shall be initiated by the filing of a completed written District Grievance Form with the Vice President of Human Resources within sixty (60) calendar days after the grievant reasonably could have discovered and verified the circumstances, or action, giving rise to the grievance; or after an attempt to informally resolve the issue has failed. Human Resources will provide copies of the grievance to the grievant's immediate supervisor and to SEIU. The District shall provide an electronic Grievance Form for grievant's use and will mutually agree with SEIU on the contents and format of the form.

**§ 13.3.2.2**      The written grievance shall include the name of the grievant, a clear, concise statement of the grievance, the applicable law or specific section of this Collective Bargaining Agreement allegedly misinterpreted, misapplied, or violated, the circumstances involved, the decision rendered at the informal conference, and the remedy sought.

**§ 13.3.2.3**      The Vice President of Human Resources shall, within ten (10) working days of receiving the grievance, meet with the grievant and grievant's representative and the appropriate management team member to discuss the grievance. The Vice President of Human Resources shall communicate a decision, in writing, within ten (10) working days following the grievance meeting.

#### **§ 13.3.3      Level II - Mediation**

In the event that the grievant is not satisfied with the decision at Level I, the grievant may, within ten (10) working days of receiving the Level I decision, request the assistance of a mediator from the California State Mediation & Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by agreement of the District and SEIU. In the event the grievance is not resolved, neither stipulations, admissions, settlement proposals nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

#### **§ 13.3.4      Level III – Administrative Review**

In the event that the grievance is not resolved at Level II, the grievant may appeal the grievance to the Superintendent/President, within ten (10) working days after not reaching agreement at Level II.

## **Article 13 GRIEVANCES (Continued)**

### **§ 13.3.4 Level III – Administrative Review (Continued)**

The appeal shall include a copy of the original grievance, the Level I and Level II decision, and a clear, concise statement of the reason(s) for the appeal.

The Superintendent/President, shall, within ten (10) working days of receiving the grievance, meet with the grievant and grievant's representative to discuss the grievance. The Superintendent/President, shall communicate a decision, in writing, within ten (10) working days following the grievance meeting.

### **§ 13.3.5 Level IV – Arbitration**

In the event that the grievant is not satisfied with the decision at Level III, SEIU, on behalf of the grievant, may request that the dispute be submitted to advisory arbitration within twenty (20) working days of receipt of the decision of Level III.

An arbitrator shall be selected by any means mutually agreeable to the parties, or absent mutual agreement, from a list of five (5) arbitrators obtained via a joint request to the American Arbitration Association. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance.

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement.

The recommendation of the arbitrator shall be made solely upon the evidence and arguments presented to the arbitrator by the respective parties. Neither offers nor concessions for settlement made during the grievance procedure shall be admissible in arbitration.

The decision of the arbitrator shall be advisory. The Board of Trustees shall act to accept or reject the arbitrator's decision within thirty (30) working days of receipt of the decision. The decision of the Board shall be in writing, and include a finding of facts and justification for the decision. The decision of the Board shall be final. Grievant not satisfied with the final decision of the Board may resort to a court of competent jurisdiction to pursue whatever other legal remedies are available.

The cost of employing the arbitrator and court reporter shall be borne by the unsuccessful party to the arbitration. If the decision is split then the parties shall share the costs. All other costs such as, but not limited to attorney's fees and witness fees shall be borne only by the party incurring that cost. Unit members of the District called to testify at a hearing by either party shall be compensated whether or not said testimony coincides with the unit member's regular work schedule.

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