

ARTICLE 8 GRIEVANCE PROCEDURES

8.1 Definitions

For the purposes of this article

8.1.1 A "grievance" is a formal allegation by a grievant who has been adversely affected by an alleged violation of the specific provisions of this Agreement. A grievance shall include a statement of the specific article, section and subsection allegedly violated.

8.1.2 A "grievant" is any bargaining unit member adversely affected by an alleged violation of the specific provisions of this Agreement, or is the Union if grieving Article IV (Union Rights) or Article V (Organizational Security), or SEIU's Local 1021 rights under other provisions of this Agreement.

8.1.3 A "day" is a calendar day.

8.1.4 The "immediate supervisor" is the person who has been designated to adjust grievances and who has immediate supervisory or management responsibilities for the position to which the grievant is assigned.

8.1.5 The purpose of this grievance procedure is to provide for the processing of a claim of grievance, and to secure, at the lowest possible administrative level, solutions to problems which may from time to time arise under this Agreement.

8.2 General Provisions

8.2.1 Representation

A unit member may be represented by the Union at any level of this process or may choose to represent himself/herself at any level, except that the Union shall not be required to represent a unit member after Level II of the process when said unit member has elected to represent himself/herself at both Level I and Level II.

8.2.2 Timelines for Resolution

No resolutions of a grievance shall be final until the Union has been provided five (5) days to review and respond thereto.

8.2.3 Precedents

Grievances in which the unit member is not represented by the Union shall not be precedential.

8.2.4 Weekend/Holiday Deadline Dates

Any deadline date which falls on a Saturday, Sunday or holiday will automatically be extended to the next following day on which the District office is open for business.

8.2.5 Failure to Adhere to Time Deadlines

Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. Failure of the District to respond within the time limits shall mean that the grievance is deemed denied and the grievant may appeal to the next level.

8.2.6 Extending Deadlines

The grievant and the District may extend any time deadline by mutual written agreement.

8.2.7 Scheduling Grievance Meetings

Every effort will be made to schedule meetings for the processing of grievances at a time which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be scheduled during the school day, any employee required by either party to participate as a witness, grievant, or representative in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

8.2.8 Documents

All documents dealing with the processing of a grievance shall be filed in the Office of Human Resources separately from the personnel files of the participants, and each grievance shall be given an annual number (90-1, 90-2, etc.).

8.2.9 Consolidation of Grievances

In the event that two (2) or more filed grievances present like facts and circumstances, or involve the same alleged violation affecting several bargaining unit members, the parties may mutually agree to consolidate the separate grievances for processing.

8.2.10 No Reprisals

No reprisals will be taken against a grievant because of his/her involvement in a grievance procedure.

8.3 Grievance Procedures

8.3.1 Level I—Informal Level

Any unit member who believes he/she has a grievance shall present the grievance in writing to the immediate supervisor within twenty (20) days of when the facts giving rise to the grievance occurred. The grievant shall indicate that this is a contract grievance (as opposed to a complaint). The grievant and the immediate supervisor shall make every effort to resolve the problem(s) by consultation and informal means. The intent of this informal level is that at least one personal conference be held between the grievant and his/her immediate supervisor. Within ten (10) days of notification of the grievance, the immediate supervisor shall give a written response to the unit member.

8.3.2 Level II—Formal Level

If the grievant is not satisfied with the resolution at the informal level and if the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the next level of supervision within ten (10) days of receipt of the immediate supervisor's written response. The written grievance shall set forth the circumstance(s) which gave rise to the grievance, the provision(s) of the Agreement violated (specific article, section and subsection) and the remedy or corrective action requested. A copy shall be sent to the immediate supervisor and the grievance officer. Within five (5) days after receipt of such written grievance the Level II administrator shall meet with the grievant and the immediate supervisor in an attempt to seek a mutually agreeable resolution of the matter. If no such agreement is reached, the Level II administrator shall, within ten (10) days of the filing of the Level II—Formal Level, deliver to the unit member and the grievance officer a written response to the grievance.

8.3.3 Level III—Appeal to President or Vice Chancellor

8.3.3.1 Process to Appeal Level II Decision

If the grievant is not satisfied with the decision at Level II, the grievant may, within ten (10) days of the receipt of the decision at Level II— Formal Level, appeal the decision on the appropriate form to the President of the grievant's college or the Vice Chancellor depending on the reporting relationship.

8.3.3.2 Response to Appeal

The President or Vice Chancellor shall communicate the decision to the grievant within fifteen (15) days. If the President or Vice Chancellor does not respond within the time limits provided, the grievant may appeal to the next level.

8.3.3.3 Request for Personal Conference

Within the above time limits either party may request a personal conference.

8.3.4 Level IV—Appeal to Chancellor

8.3.4.1 Timeline

If the grievant is not satisfied with the decision at Level III, the grievant may, within five (5) days of the receipt of the decision at Level III, Appeal to President or Vice Chancellor, appeal the decision on the appropriate form to the Chancellor. Copies of the appeal statement shall also be sent to the immediate supervisor, the Level II and III administrators, the President or Vice Chancellor and the Union. This statement shall include a copy of the original grievance and response, and a clear, concise statement of the reasons for the appeal. Disciplinary dismissal appeals shall contain a statement of the facts giving rise to the appeal, the names of all administrative personnel involved, the reasons for contesting the dismissal and a statement of requested remedy.

8.3.4.2 Chancellor's Decision

The Chancellor shall communicate the decision to the grievant within fifteen (15) days. If the Chancellor does not respond within the time limits provided, the grievant may appeal to the next level.

8.3.4.3 Request for Personal Conference

Within the above time limits either party may request a personal conference.

8.3.5 Level V—Arbitration

8.3.5.1 Request for Arbitration

Within fifteen (15) days after receipt of the decision at Level IV, the Union may, upon written notice to the Vice Chancellor, Human Resources, submit the grievance to arbitration.

8.3.5.2 Selection of Arbitrator

SEIU Local 1021 shall request that the State Mediation and Conciliation Service supply a panel of five names of persons experienced in hearing grievances in public schools. The Arbitrator shall be selected within fourteen (14) days following receipt of the list. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The Union shall strike first.

8.3.5.3 Costs for Arbitration

SEIU Local 1021 and the District shall divide equally the cost of the Arbitrator, the Court Reporter, and the Transcript. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

8.3.5.4 Power of the Arbitrator

8.3.5.4.1 Functions of Arbitrator

It shall be the function of the arbitrator, and he/she is empowered except as his/her powers are limited, after investigation and hearings, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

8.3.5.4.2 Limitations of Arbitrator

The Arbitrator shall have no power to: add to, subtract from, disregard, alter or modify any of the terms of this Agreement and shall not include issues in the decision that are not directly involved in the case submitted. The governing board shall determine within its sole discretion, all matters pertaining to discipline, including dismissal, of employees covered by this collective bargaining agreement.

8.3.6 Representation

The grievant(s) may be represented by any one of the following:

- a. representatives of SEIU Local 1021
- b. a representative of the grievant(s) choosing who is not an employee of the District (at the grievant's expense)
- c. the grievant(s)

8.3.7 Evidence

Neither District nor grievant shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously asserted or disclosed, and requested to be ruled upon at the Chancellor level. The Arbitrator shall consider only those issues properly carried through all previous steps as required with the Grievance Procedures.

8.3.8 Function of Arbitrator

The function of the arbitrator shall be of a judicial rather than legislative nature, and the decision shall be within the scope and terms of this Agreement. The arbitrator shall not deprive the District or SEIU Local 1021 of any rights expressly or implicitly reserved herein.

8.3.9 Process

The arbitrator must resolve any issues of arbitrability before hearing the substantive matters.

8.3.10 Limitations

The arbitrator shall make no retroactive award to the grievant(s) which shall predate the effective date of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law.

8.3.11 Decision

The decision of the Arbitrator shall be final and binding on all parties subject to the arbitration, except in the event of discipline, including discharge, of any employee, whereupon such decision shall be within the sole discretion of the governing board. The arbitrator's award shall be in writing and shall set forth his/her determination of the issue(s), findings of fact and conclusions, and should be sent to the Chancellor and SEIU Local 1021. The decision and finding shall be submitted within thirty (30) days.

8.4 Appeal of Disciplinary Dismissal

Any bargaining unit member who has been terminated for reasons other than rejection from probation may choose either to utilize the appeal procedure contained in [Board Policy 7365](#) and applicable administrative procedure, (if the employee is regular) or utilize the grievance procedure contained herein which in such case shall render only an advisory decision to the governing board, beginning at Level IV—Appeal to Chancellor. In either case, the cause for dismissal shall be set forth in [Board Policy 7365](#), and the final decision shall be within the sole discretion of the governing board.

8.5 Progressive Discipline

The District agrees to apply the principles of progressive discipline in the administration of discipline. Alleged violations of this principle are not subject to the grievance procedure but may be raised by the Union or employee in its defense of bargaining unit members in the appeal procedure contained in Article 8 of the contract, [Board Policy 7365](#), or any other procedure established by the Governing Board under Education Code Section 88013. In some cases, progressive discipline may not be warranted due to the nature of the employee infraction (including but not limited to examples such as gross insubordination, theft, fighting, etc.). These provisions of progressive discipline do not apply to probationary unit members who may be terminated or subject to discipline at the discretion of the District.

Grievance Process and Procedure Tracking Form ([Appendix C](#))