

ARTICLE 8

GRIEVANCE PROCEDURE

8.0 Aim – The aim of this procedure is to secure, at the lowest possible administrative level, solutions to violations of the contract which may arise and affect the welfare or working conditions of unit members.

8.1 Definitions

8.1.1 Grievance – A formal written allegation by a unit member of the association of a violation resulting from a misinterpretation or misapplication of a specific article, section, or provision of this Agreement.

8.1.1.1 “Grievance”, as defined in this Agreement, shall be brought only through this procedure.

8.1.1.2 Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations, or administrative regulations and procedures not contained within this Agreement, must be undertaken under separate processes.

8.1.2 Grievant

A. Any member of the bargaining unit covered by the terms of this Agreement;

B. Any former unit member or members filing within thirty (30) days of when the unit member(s) knew or should have known of the occurrence of an alleged grievance.

C. The Association.

D. An officer of the Association authorized by an individual or group of unit member(s) to file the grievance on his/her/their behalf. The grievance must include the names of unit members on whose behalf the grievance is filed.

8.1.3 Day – A “day” (for the purposes of this “Grievance” article) is any instructional work day during the RSCCD Non-Credit Instructional Calendar, excluding Saturdays and Sundays.

8.1.4 Immediate Supervisor – The immediate supervisor is the first (1st) District designated supervisor or manager not within the same bargaining unit who has immediate jurisdiction over the grievant.

8.2 Time Limits

The grievant, association or district may request that

- 8.2.1 Time or procedural steps may be waived at any step by mutual agreement.
- 8.2.2 Grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of the Grievance Procedure.
- 8.2.3 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.
- 8.2.4 Time is of the essence in all processing of grievances.

8.3 Other Provisions

- 8.3.1 CEFA Grievance Rights - CEFA shall have the right to grieve as an organization.

- 8.3.1.1 Member Legal Rights - Nothing contained herein shall deny to any member his/her legal rights under state or federal constitutions and laws. No member shall use this Grievance Procedure to appeal any Board decision if such decision is a result of a state or federal regulatory commission or agency, or state or federal law decision.

- 8.3.2 The District shall not agree to a resolution of the grievance until CEFA has received a copy of the grievance and the proposed resolution and has been given ten (10) days to file a response. The grievant may be represented by an Association designated advisor(s) at all levels of the grievance procedure

8.3.3 Grievance Processing – Limits

- 8.3.3.1 Any grievance which arose prior to the effective date of this Agreement shall be processed under the Agreement in effect at the time that the grievance was filed.

- 8.3.3.2 Any grievance which occurred or is alleged to have occurred and which the unit member knew or should have known more than thirty (30) days prior to notification at Level One with the immediate supervisors shall not be processed by the District.

8.4 Procedural Steps

Nothing contained herein shall be construed as limiting the right of any unit member having a complaint or alleged grievance to discuss the matter orally with the appropriate

member of the administration, and to have the grievance adjusted, provided that the adjustment is not inconsistent with the terms of this Agreement.

Level One: Written

No later than thirty (30) days after a unit member knew or should have known of the occurrence of an alleged grievance, the grievant shall reduce the allegation to writing, with the remedy sought, on the District's Statement of Grievance Form (Exhibit "B" attached) and the grievant shall file a completed copy of the Statement of Grievance Form with his/her immediate supervisor. Within ten (10) days after such written grievance is filed, the grievant and the immediate supervisor shall meet to resolve the grievance. The supervisor shall provide a written decision to the grievant within ten (10) days of the meeting or within twenty (20) days after receipt of the grievance. When the grievant is informed of the decision, the supervisor shall provide written notice to the President of the Association that a decision has been reached.

If the parties agree that the alleged violation was committed by an administrator other than the immediate supervisor, the grievance shall commence at the next appropriate level.

Level Two: Vice President

If the grievance has not been resolved at Level One, the grievant may appeal on the Grievance Form to the Vice President within ten (10) days of the written decision at Level One. The appeal shall include an exact copy of the grievance and remedy sought which was submitted at Level One. Within ten (10) days after such appeal is filed, the grievant and the appropriate administrator shall meet to resolve the grievance. The Vice President shall provide a written decision to the grievant within ten (10) days of the meeting or within ten (10) days after receipt of the appeal.

Level Three: Chancellor or Designee

If the grievance has not been resolved at Level Two, the grievant may appeal on the Grievance Form to the Chancellor or his/her designee, within ten (10) days of the written decision at Level Two. The appeal shall include an exact copy of the grievance and remedy sought which was submitted at Level One. Within ten (10) days after such appeal is filed, the grievant and the Chancellor or designee shall meet to resolve the grievance. The Chancellor shall provide a written decision to the grievant within ten (10) days of the meeting or within ten (10) days after receipt of the appeal.

Optional Mediation

Within ten (10) days after receipt of the decision at Level Three, the Association may give written notification to the Chancellor or his/her designee requesting optional mediation between the parties. The Association will initiate contact between the parties and the State Mediation and Conciliation Service to request a mediator within ten (10) days of its' District notification.

Level Four: Arbitration

In the event the grievant is not satisfied with the decision at Level Three she/he may, but only with the concurrence and participation of CEFA, within ten (10) days, give written notice to the Chancellor requesting arbitration.

- A. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate to the American Arbitration Association/California Conciliation Service. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- B. The arbitrator's decision will be in writing and will set forth the finding of fact, reasoning, and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commissions of an act prohibited by law or which violates the terms of this Agreement.
- C. The decision of the arbitrator will be submitted to the Association and the Chancellor, and will be final and binding upon the parties.
- D. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any procedure to appeal any hearing will be borne equally by the District and the Association. All costs, except for released time for the grievant(s), will be borne by the party incurring them.

- 8.5 No Reprisals: No reprisals will be taken by the Chancellor, member of administration or Board member against any aggrieved party, party in interest, member of the Association or participant in the grievance procedure by reason of such participation.