

ARTICLE 5

GRIEVANCE PROCEDURE

Purpose: To provide an orderly procedure for reviewing and resolving grievances promptly.

5.1 Definitions:

- A. Grievance - A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section or provision of this Agreement.
 - A.1 "Grievant", as defined in this Agreement, shall be brought only through this procedure.
 - A.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 the separate processes determined by present existing policies.
- B. Grievant - Any member of the bargaining unit covered by the terms of this Agreement.
- C. Day - a "day" (for purposes of this "Grievance" Article) is any day on which the central administrative office of the District is regularly open for business.
- D. 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.

5.2 Time Limits

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

5.3 Other Provisions

- A. The grievant may be represented by unit member representative at Level I, and by an Association representative at all subsequent levels.
- B. Grievance Processing - Limits -

- B.1 Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new agreement shall be processed under this Grievance Procedure.
- B.2 Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Grievance Procedure.
- B.3 Any grievance or alleged grievance which occurred or is alleged to have occurred and which the employee knew or should have known more than twenty (20) days prior to notification at Level I with the immediate supervisor shall not be processed by the District.

5.4 Procedural Steps:

Level I--Oral (Site Supervisor/Director)

- A. Within twenty (20) days of the time an employee knew or should have known of the occurrence of an alleged grievance, the employee shall orally discuss with the immediate supervisor/manager, or designee, the alleged grievance.
- B. If a satisfactory resolution is not reached within two (2) days of the oral discussion, the grievant shall present, within three (3) days thereafter, on the "Statement of Grievance Form," attached hereto and incorporated herein by reference as Appendix "B," the grievance in writing to the next higher supervisor/manager, or designee, as applicable.

Level II--Written Executive Director of Child Development Services

- A. The next higher supervisor/manager, or designee, as applicable, shall communicate the decision to the employee in writing within five (5) days from receipt of the written grievance from Level I.
- B. The next higher supervisor/manager, or designee, as applicable, or the grievant, may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

Level III—Assistant Vice Chancellor

- A. In the event the grievant is not satisfied with the decision at Level II, the decision may be appealed on the appropriate form to the next higher manager, or designee, within five (5) days.
- B. In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered and reason of the appeal.
- C. The next higher manager, or designee, shall communicate the decision to the grievant in writing within ten (10) days of receiving the appeal.
- D. Either the grievant or the next higher manager, or designee, may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

Level IV—Executive Vice Chancellor, Human Resources & Educational Services

- A. If the grievant is not satisfied with the decision at Level III, he may appeal the decision in writing within five (5) days to the Executive Vice Chancellor, or designee.
- B. The appeal shall include a copy of the original grievance and appeals with decisions rendered, and reasons of the appeal.
- C. The Executive Vice Chancellor, or designee, shall communicate the decision in writing to the grievant within ten (10) days.
- D. Either the grievant or Executive Vice Chancellor or designee, may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

Level V--Chancellor

- A. In the event the grievant is not satisfied with the decision at Level IV, the decision may be appealed on the appropriate approved form to the Chancellor, or designee, within five (5) days.
- B. In order to be processed or considered, the appeal shall include copies of the original grievance and decisions rendered and reasons for appeal.
- C. The Chancellor, or designee, shall communicate the decision to the grievant in writing within fifteen (15) days of receiving the appeal.

Level VI--Optional Fact-Finding Panel

- A. In the event the grievant is not satisfied with the decision at Level V, he may, but only with the concurrence and participation of Association, within five (5) days, give written notice to the Chancellor requesting a "Fact-finding Panel" be formed.
- B. The grievant may, with or without concurrence of Association, appeal the Chancellor's decision direct to Level VII--Board of Trustees, by-passing this level is optional on any grievance.
- C. Where the grievant and Association demand a Fact-finding Panel, it shall be formed to consider the grievance and to provide an advisory recommendation to both the District and Association as to the resolution of the dispute. The procedure shall be as follows:
 - 1. Within five (5) days after receipt of the written request, District and Association shall each select one (1) person to serve as its member of the panel.
 - 2. Within two (2) days thereafter, the selected panel members shall meet to determine a mutually-agreeable third (3rd) panel member who shall be neutral and impartial and shall serve as chairperson of the panel.
 - 3. In the event that a mutually-agreeable chairperson cannot be agreed upon, within three (3) days, the panelist shall be selected from a list of five (5) certified panelists

supplied by the Public Employment Relations Board, the California State Conciliation Service, or other sources as the panelists mutually agree upon.

4. Panel chairperson expenses, including any per diem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of witnesses called by the other who are not regular District employees.

Regular District employees shall not suffer loss of compensation for time spent during regular duty hours as a grievant, representative or witness at a hearing held pursuant to this Procedure; however, no more than four (4) employees may participate in any one (1) grievance during working hours whether grievants, representatives or witnesses, unless otherwise approved in advance by the District.

5. The panel shall, within ten (10) days after its appointment, meet with the parties or their representatives, either jointly or separately, and may make inquiries and investigations, hold hearings, or, take such other steps as the chairperson deems appropriate to determine a resolution recommendation.
6. The panel shall, within twenty (20) days after its appointment, recommend in writing their proposed decision regarding the grievance in question to Association and the Board of the District. Such recommendation is advisory only to each party.
7. In any event, the Fact-finding Panel shall have no power to recommend to:
 - (a) add to, subtract from, disregard, alter, or modify any of the terms of this agreement;
 - (b) establish, alter, modify or change the salary structure.

Level VII--Board of Trustees

A. Where a Fact-finding Panel Was Appointed

1. The Board shall consider the Fact-finding Panel recommendations, in public session or executive session in accordance with the grievant's request, at its next regular meeting after receipt, providing a minimum of ten (10) days elapse from receipt until the Board meeting.
2. The Board may implement the Fact-finding Panel recommendations; may decide not to implement in any way; may meet with the grievant and representatives to discuss other alternatives solely at the option of the Board; or, may take other action at its sole discretion.
3. The Board shall, within fifteen (15) days thereafter, submit its decision on the grievance in writing.

B. Without Optional Fact-finding

1. In the event the grievant is not satisfied with the decision at Level V (Chancellor), the decision may be appealed to the Board of Trustees within ten (10) days.
2. In order to be processed or considered, this appeal shall include copies of the original grievance and all appeals, written copies of all decisions rendered, a statement of the reason for an appeal, and the specific remedy sought.
3. The Board shall, at its sole option:
 - (a) Set for its next regular meeting after receipt, providing a minimum of ten (10) workdays elapse from receipt until the Board meeting, a hearing on the grievance by the Board itself. Such hearing shall be either public or in executive session in accordance with the grievant's request. The Board shall, within fifteen (15) days thereafter, submit its decision on the grievance in writing. Such decision shall be final and binding on all parties; or,
 - (b) Set within ten (10) days from receipt, a hearing to be conducted by a Board designee, or designees, to hear the grievance on the Board's behalf.
 - (c) At the next regular meeting of the Board after completion of the hearing by the designee, or designees, provided ten (10) work days elapse from completion of the hearing, the Board shall consider the recommendations of its appointed designee, or designees.
 - (d) The Board may implement the designee's or designees' recommendation; decide not to implement in any way; decide to meet with the grievant and representatives to discuss other alternatives solely at the option of the Board; or take other action at its sole discretion.
 - (e) The Board shall, within ten (10) days thereafter submit its decision on the grievance in writing. Such decisions shall be final and binding.