

## ARTICLE 19

### GRIEVANCE PROCEDURE

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19.0 **PURPOSE:** To provide an orderly procedure for reviewing and resolving grievances promptly. For alleged violations of District policy, refer to District Complaint Policy.

19.1 **DEFINITIONS:**

19.1.1 **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.

"Grievance," as defined in this Agreement, shall be brought only through this procedure.

19.1.2 **Grievant:** Any member of the bargaining unit covered by the terms of this Agreement. The United Faculty may bring grievance, itself, when an alleged violation of this Agreement has occurred but no specific member of the unit has been aggrieved.

19.1.3 **Day:** A "day" (for purposes of this Grievance Article) is any day in which the central administrative office of the Contra Costa Community College District is open for business.

19.1.4 **Immediate Supervisor:** The immediate supervisor is the first (1st) District-designated supervisor or manager not within the same bargaining unit having immediate jurisdiction over the grievant.

19.2 **TIME LIMITS:**

19.2.1 Grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this grievance procedure relative to the grievance in question.

19.2.2 District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

19.2.3 Time is of the essence in all processing of grievances.

19.2.4 Timeline for filing begins with date of act or occurrence giving rise to the grievance or date the United Faculty or grievant could reasonably have known of the act or occurrence.

19.3 **OTHER PROVISIONS:**

19.3.1 **Member Legal Rights:** Nothing contained herein shall deny to any member his/her rights under state or federal constitutions and laws. No probationary member may use this grievance procedure in any way to appeal discharge or a decision by the Board not to renew his/her contract. No tenured member shall use this grievance procedure to dispute any action of the Board that complies with state law. No member

shall use this grievance procedure to appeal any decision of the Board or the Administration if such decision is applicable to a state or federal regulatory commission or agency.

19.3.2 United Faculty Representative: The grievant may be represented by a designee of the United Faculty at any step of this grievance procedure. Neither the Board nor its representatives shall meet with any person acting as the representative of any employee group other than the United Faculty on matters subject to this grievance procedure. The District shall submit to the United Faculty copies of any formal written grievance within two (2) days of its filing.

19.3.3 Grievance Processing – Limits: Any grievance or alleged grievance occurring 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. Any grievance that arose prior to the effective date of this Agreement shall not be processed under this procedure. Any grievance or alleged grievance which occurred or is alleged to have occurred more than twenty (20) days prior to submission at Level I with the college president, or designee shall not be processed by the District.

#### 19.4 **PROCEDURAL STEPS:**

##### 19.4.1 Level I:

19.4.1.1 Within twenty (20) days of the time an alleged grievance is said to have occurred, the grievant shall submit the grievance on the appropriate form (Appendix C attached) to the college president or designee. The employee shall have discussed the grievance informally with the College President or designee within the twenty (20) days.

19.4.1.2 The college president, or his/her designee, shall communicate the decision to the grievant, in writing, within fifteen (15) days of receiving the appeal grievance. Either the grievant, the college president, or his/her designee, may request a personal conference within the above time limits. Any meeting shall be by mutual agreement.

##### 19.4.2 Level II:

19.4.2.1 If the grievant is not satisfied with the decision at Level I, he/she may appeal the decision, in writing, within fifteen (15) days to the Chancellor, or designee.

19.4.2.2 The appeal shall include a copy of the original grievance and appeal with the decisions rendered, and, the reasons for the appeal.

19.4.2.3 The Chancellor, or designee, shall communicate the decision, in writing, to the grievant within fifteen (15) days. Either the grievant, the Chancellor (or designee) may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

19.4.3 Level III:

- 19.4.3.1 In the event the grievant is not satisfied with the decision at Level II, he/she may, but only with the concurrence and participation of the United Faculty, within fifteen (15) days, give written notice to the Chancellor demanding a "Fact-Finding Panel" be formed.
- 19.4.3.2 The grievant may with or without concurrence of the United Faculty, appeal the Chancellor's decision direct to "Level IV, Board" bypassing this level as optional on any grievance.
- 19.4.3.3 Where the grievant and the United Faculty demand a "Fact-Finding Panel," it shall be formed to consider the grievance and render a decision. The procedure shall be as follows:
  - 19.4.3.3.1 Within five (5) days after the receipt of the written request, District and United Faculty shall each select one (1) person to serve as a member of the panel.
  - 19.4.3.3.2 Within five (5) days the selected panel members shall communicate to select a mutually agreeable third (3rd) panel member who shall be neutral and impartial and shall serve as chairperson of the panel.
  - 19.4.3.3.3 In the event that a mutually agreeable chairperson cannot be agreed upon within three (3) days, the panelist shall be selected by reverse striking from a list of five (5) certified panelists supplied by the American Arbitration Association, the California State Conciliatory Service, or the Federal Mediation and Conciliation Service.
  - 19.4.3.3.4 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 except as noted in seven (7) below. Neither party shall be responsible for the expenses or witnesses called by the other.
  - 19.4.3.3.5 The panel shall, within ten (10) days after its appointment, schedule a hearing with the parties or their representatives, either jointly or separately, and make inquiries and investigations, hold hearings, or, take such other steps as the chairperson deems appropriate to determine a resolution recommendation.
  - 19.4.3.3.6 The panel shall submit its decision, in writing, regarding the grievance in question to the United Faculty and the Governing Board.
  - 19.4.3.3.7 The recommendation(s) shall automatically become binding on the parties unless within twenty (20) working days of its receipt at the District office or at the next regular Board meeting (whichever is later) the Board rejects or alters all or any part of the recommendation(s). In the event the Governing Board

rejects or alters all or any part of the recommendation(s), the Board shall submit its decision in writing within five (5) days of the Board's action to reject or alter the recommendation and pay all expenses that would have been equally shared. This procedure shall apply only if the grievance concerns Article 6, except 6.6, retired employees claim for benefits, and termination of temporary employees.

If any other portion of the contract is grieved, the recommendation(s) shall automatically become binding on the parties. In this case, each party will pay its own expenses and the losing party will pay the cost of the third panel member, the panel chairperson.

19.4.3.3.8 In any event, the "Fact-Finding" panel shall have no power to:

19.4.3.3.8.1 add to, subtract from, discard, alter or modify any of the terms of this agreement;

19.4.3.3.8.2 establish, alter, modify or change the salary structure;

19.4.3.3.8.3 rule on any claim or complaint for which there is another remedial procedure or course established by law, or by regulation having the force of law, and teacher evaluation results; and

19.4.3.3.8.4 change any procedure, policy or rule of the Board, nor, to substitute their judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or action taken by the Board.

#### 19.4.4 Level IV - Board of Trustees:

##### 19.4.4.1 Without Optional Fact-Finding:

19.4.4.1.1 In the event the grievant is not satisfied with the decision at Level II (Chancellor), the decision may be appealed to the Board of Trustees within fifteen (15) days.

19.4.4.1.2 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.

19.4.4.1.3 The Board shall set for its next regular meeting after receipt, providing a minimum of five (5) work days elapses from receipt until the Board meeting, a hearing on the grievance. Such hearing shall be either public or in executive session in accordance with the grievant's request.

If hearing is held in public session, one hour shall be allotted with the grievant having 20 minutes to present, the District 20 minutes to respond, and the Board having 20 minutes to question the parties.

19.4.4.1.4 The Board shall, within fifteen (15) days of its hearing, submit its decision on the grievance in writing.

19.4.4.2 Where a Fact-finding Panel was Appointed. The procedures in 19.4.3.3.7 will apply regarding processing the fact finders' decision.