

Article 12

Grievance Procedure

- 12.1 The CCFT and the District recognize that the prompt resolution of differences is essential to sound employer-employee relations. To this end, the following definitions and procedures are adopted.
- 12.2 Definitions
- 12.2.1 A "grievance" is defined as a formal written allegation by a grievant that a specific provision of this Agreement has been misinterpreted, misapplied or violated.
- 12.2.2 A "grievant" is any bargaining unit member adversely affected by an alleged violation of the specific provisions of this Agreement, or the CCFT. Unless CCFT is grieving Article 7 of this Agreement, the CCFT shall name a bargaining unit member or members for each grievance file.
- 12.2.3 For the purpose of the grievance procedure only, a "day" is any day, Monday through Friday, in which the administrative offices of the Cabrillo Community College District are open for business.
- 12.2.4 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.
- 12.2.5 A "CCFT representative" is designated by the CCFT to represent a grievant.
- 12.2.6 "Shall" is mandatory, "may" is permissive.
- 12.2.7 To "file" means to deliver personally or by email or by certified mail return receipt requested. A document is deemed "filed" on the business day after receipt.
- 12.3 General Provisions
- 12.3.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant's immediate supervisor.
- 12.3.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. However, this provision shall not prohibit the appropriate filing of documents relating to disciplinary matters, unless the removal of such documents is ordered as part of any grievance settlement or arbitration award.
- 12.3.3 No party to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 12.3.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievance is settled by the decision at the previous level and that the grievant waives the right to further appeal.
- 12.3.5 Failure of the District to adhere to the time deadlines at any level shall mean that the grievance is automatically moved to the next level.
- 12.3.6 By mutual agreement in writing, the grievant and the District may extend the time deadlines at any level.
- 12.3.7 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular workday of the participants. In any event, meetings shall not be scheduled so as to interfere with the CCFT representative's academic schedule unless mutually agreed otherwise by the CCFT and the District. The CCFT representative shall be released from academic duties for meetings or hearings at Level III which conflict with their work schedule. If any grievance meeting or hearing must be scheduled during the work day, any

employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time necessary for the presentation of the grievance or testimony.

- 12.3.8 Either party to the grievance may be represented at any step of the grievance procedure by an individual of the party's choice; however, an agent of a nonexclusive representative group shall not act on behalf of or represent the grievant. The CCFT representative as defined in this Article may present the case for the grievant or respondent or serve as an advisor. A bargaining unit member designated by CCFT to represent a grievant shall receive reasonable release time as provided in Article 7.6 of this Agreement to attend grievance meetings and hearings provided for in the grievance procedure.
- 12.3.9 The grievant may elect to have the grievance adjusted without the intervention of the CCFT, so long as the adjustment is not inconsistent with the terms of this Agreement, and provided that the District shall not agree to a resolution of the grievance at levels one (1) and two (2) until the CCFT has received a copy of the grievance and the proposed resolution, and has been given reasonable opportunity to file a response.
- 12.3.10 If a grievance is filed at the end of the academic year, and if being left unresolved until the beginning of the subsequent academic year would result in harm to the grievant, then by mutual agreement, the time limits herein will be reduced so that the procedure will be exhausted as soon as practicable.
- 12.3.11 If the grievance involves action or inaction by an administrator above the grievant's immediate supervisor as defined above, the grievance may be filed in writing at Level II - Superintendent/President.
- 12.3.12 Grievances of a similar or like nature may be joined as a single grievance upon the written consent of the CCFT. The final decision shall be binding upon all parties to the consolidated grievance.
- 12.3.13 The day following an actual service of written decision by either of the parties shall be counted as DAY ONE for any deadline.
- 12.3.14 By mutual agreement, at any time prior to arbitration, the grievance may revert to a prior level for reconsideration.
- 12.3.15 The parties may mutually agree to utilize expedited arbitration procedures.

12.4 Informal Dispute Resolution

- 12.4.1 Prior to the filing of a Grievance, a unit member and their CCFT representative may seek to resolve the potential grievance with the appropriate administrator.
- 12.4.2 By mutual agreement in writing, the parties may agree to extend the thirty-day timeline for the filing of a Level I Grievance.

12.5 Grievance Procedure

At each level in the grievance procedure, the grievant must file the grievance and all related documents with the person involved at the appropriate level and with the Vice President, Human Resources and Labor Relations. Grievances will be processed in accordance with the following procedures:

12.5.1 Level I - Formal Notification of Grievance (Appendix E.1)

- 12.5.1.1 Any unit member who believes they have a grievance shall either present a formal grievance to the immediate supervisor in writing on the appropriate form (E.1), or attempt to resolve the grievance informally with the supervisor within thirty (30) days (excluding non-contractual days between semesters) after the grievant knew, or

reasonably should have known, of the circumstances which form the basis for the grievance. If the unit member attempts to resolve the grievance informally, the unit member shall have an additional ten (10) days (excluding non-contractual days between semesters), for a total of forty (40) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance, to present a formal grievance to the immediate supervisor in writing on the appropriate form. The administrator shall hold discussions and attempt to resolve the matter. This provision shall not be read to prohibit or in any way limit open discussion between a unit member and immediate supervisor regarding potential violations of the Collective Agreement. Nor shall this provision limit the right of a unit member to have CCFT representation during these open discussions regarding potential violations.

12.5.1.1.1 An informal attempt to resolve a grievance may be done in person or by other means of communication, and may be done by a representative of CCFT on the unit member's behalf. The unit member or their representative must clearly state that the meeting or communication is an informal attempt to resolve the grievance.

Upon initiation of the informal process, the unit member shall notify the Vice President, Human Resources and Labor Relations, that an informal attempt to resolve the grievance has been made; and the date the informal attempt to resolve the grievance was initiated.

12.5.1.2 If the formal grievance is first presented as a Level II grievance in accordance with 12.3.11 and is not an appeal to a Level I grievance, then the time lines are as with a Level I grievance, as defined in 12.5.1.1.

12.5.1.3 Failure of the unit member to meet the above timelines will render the grievance null and void.

12.5.1.4 The written information provided by the grievant shall include:

- (a) a description of the specific grounds of the grievance, including but not limited to names, dates, and places necessary for a complete understanding of the grievance,
- (b) a listing of the provisions of this agreement which are alleged to have been violated,
- (c) a listing of specific actions requested of the District which will remedy the grievance. Four (4) copies of the grievance form shall be completed by the grievant. The grievant shall submit one (1) copy to the appropriate administrator, one (1) copy to the Vice President, Human Resources and Labor Relations, one copy to the CCFT and retain the fourth copy.

12.5.1.5 The appropriate administrator shall communicate the decision on the grievance to the grievant, the Vice President, Human Resources and

- Labor Relations, and the CCFT Grievance Officer, in writing within fifteen (15) days after receiving the grievance.
- 12.5.1.6 Within the above time limits either party may request a personal conference.
- 12.5.2 Level II – Appeal to Vice President (Appendix (E.2))
- 12.5.2.1 If the grievant is not satisfied with the decision at Level 1, the grievant may within ten (10) days of the receipt of the decision at Level I appeal the decision on the appropriate form (Appendix E.2) to the appropriate Vice President. This statement shall include a copy of the original grievance and appeal, and a concise statement of the reasons for the appeal.
- 12.5.2.2 Within ten (10) days of receiving the appeal response, the grievant may request a conference with the Vice President to discuss their concerns. If the grievant does not submit the request within this timeframe, they forfeit the opportunity to meet with the Vice President.
- 12.5.2.3 Within fifteen (15) days of receiving appeal or the conference is held (whichever is later), the Vice President or designee shall communicate in writing to the grievant and the grievant’s immediate supervisor, the Vice President, Human Resources and Labor Relations, and the CCFT Grievance Officer, the decision and the reason therefore.
- 12.5.3 Level III - Appeal to Superintendent/President (Appendix E.3)
- 12.5.3.1 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 appeal the decision on the appropriate form (Appendix E.3) to the Superintendent/President. This statement shall include a copy of the original grievance and appeals, and a concise statement of the reasons for the appeal.
- 12.5.3.2 Within ten (10) days after receipt of the appeal, the Superintendent/President or designee shall schedule a conference with the grievant and other persons whose assistance to the Superintendent/President or designee is deemed necessary to adjust the grievance.
- 12.5.3.3 Within fifteen (15) days after the conference is held, the Superintendent/President or designee shall communicate in writing to the grievant and the grievant's immediate supervisor, the Vice President, Human Resources and Labor Relations, and the CCFT Grievance Officer, the decision and the reasons therefore.
- 12.5.4 Level IV- Binding Arbitration
- 12.5.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may, within ten (10) days of the receipt of the decision submit a request in writing to the CCFT for arbitration of the dispute. Within fifteen (15) days of the receipt of the grievant's request for arbitration, the CCFT shall inform the District of its intent as to whether or not the grievance will be arbitrated. The CCFT and the District may attempt to agree upon an arbitrator. If no agreement can be reached, the CCFT and the District shall request that the State Conciliation Service supply a panel of five (5)

- names of persons experienced in hearing grievances in public schools. Each party shall alternatively strike names until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.
- 12.5.4.2 The arbitrator shall, as soon as possible, hear evidence and tender a decision on the issue or issues submitted to them. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 12.5.4.3 The District and the CCFT agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.
- 12.5.4.4 After hearing evidence and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties, their findings and award.
- 12.5.4.5 The award of the arbitrator shall be final and binding.
- 12.5.4.6 The fees and expenses of the arbitrator shall be shared equally by the District and the CCFT. 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. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.
- 12.5.4.7 Alleged violations of Article 5 (Non-discrimination) shall not be subject to the binding arbitration provisions of this Article. If the grievant is not satisfied with the decision at Level II of the grievance procedure, the grievant may appeal the decision to the Governing Board or pursue other remedies they may have before state or federal agencies or courts.