

981 **TENTATIVE AGREEMENT**

982 **ARTICLE ~~XI~~11: GRIEVANCE PROCEDURES**

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984 **Section 1. Purpose.**

985 It is the intent of the parties to promote and improve their relationship by  
986 encouraging the prompt and informal resolution of questions of contract  
987 interpretation and application arising during the course of this Agreement.  
988 Accordingly, it is the purpose of this grievance procedure to provide an orderly  
989 process to resolve contractual questions and/or resulting grievances in an  
990 expeditious, amicable and equitable manner.

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- 992 (a) A “grievance” is defined as a claim that the District has misinterpreted or  
993 misapplied a provision of this Agreement and that by reason of such  
994 misinterpretation or misapplication the ~~Adjunct Faculty Unit~~ Member or  
995 members have been adversely affected.
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- 997 (b) A “grievant” is the person or persons, ~~the Association~~CODAA, or ~~the~~  
998 ~~Association~~CODAA on behalf of one or a number of unit members  
999 claiming the misinterpretation or misapplication of the Agreement.
- 1000
- 1001 (c) For the purpose of pursuing a grievance, a day is any day that the District  
1002 office is open.
- 1003
- 1004 (d) A “supervisor” is any Administrator who has been charged with the  
1005 responsibility of interpreting the Agreement and given authority to adjust  
1006 grievances.

1007

1008 **Section 2. Grievance Process: Grievances shall be processed in accordance with**  
1009 **the following procedures.**

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- 1011 ~~(a)~~ Before proceeding to Level I, a grievant shall attempt to resolve the matter  
1012 by an informal conference with the supervisor who caused the alleged  
1013 grievance within fifteen (15) days of the occurrence of any facts or  
1014 circumstances giving rise to the grievance. Within ten (10) days of the  
1015 informal conference, the supervisor shall respond in writing to the grievant  
1016 and to the CODAA President in writing. Any grievance that is not resolved  
1017 at the informal level shall be move forward to Level I. ~~processed in~~  
1018 ~~accordance with the following procedures.~~

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- 1020 ~~(a)~~(b) Level I: The grievant shall reduce the grievance to writing on the  
1021 appropriate form (**Appendix C**) and shall submit the grievance to the  
1022 supervisor who caused the alleged grievance or designee within thirty (30)  
1023 days of the events giving rise to the grievance. However, if the Administrator

1024 who caused the alleged grievance is the President, the process shall start at  
1025 Step II. The grievant shall clearly and concisely state the facts surrounding  
1026 the grievance and shall specify the provision or provisions of this Agreement  
1027 alleged to have been misinterpreted or misapplied and the remedy sought.  
1028 The grievant shall confirm the matter was discussed at an informal  
1029 conference. The grievance shall be signed and dated by the grievant. The  
1030 supervisor who caused the alleged grievance or designee shall schedule and  
1031 meet with the grievant and/or ~~Association~~ CODAA within ten (10) days of  
1032 receiving the Level I Form. If the matter is not resolved, the supervisor who  
1033 caused the alleged grievance or designee shall respond in writing within ten  
1034 (10) days after the initial meeting. Within the period from the filing of the  
1035 grievance until the written decision, either the grievant or designated  
1036 representative or the supervisor who caused the alleged grievance or  
1037 designee may request an additional conference to discuss the grievance.

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1039 ~~(b)~~(c) Level II: If the grievant is not satisfied with the decision at Level I, the  
1040 grievant may, within ten (10) days after receipt of the decision, or the date  
1041 the decision should have been sent, appeal the decision to the President or  
1042 designee. The appeal shall be in writing and shall include the original  
1043 grievance and all decisions and shall state the basis for the appeal. Within  
1044 ten (10) days, the President or designee shall hold a meeting with the  
1045 grievant, any such representative as the grievant may appoint and any  
1046 District management employee that the President or designee may appoint.  
1047 Within ten (10) days of the meeting, the President or designee shall provide  
1048 the grievant and ~~the Association~~ CODAA a written decision.

1049  
1050 ~~(e)~~(d) Optional Mediation: Within the time limits for appeal to Level III, the  
1051 District, Grievant, or ~~the Association~~ CODAA on behalf of the grievant, may  
1052 propose that the grievance be submitted to mediation prior to proceeding to  
1053 Level III of the grievance procedure. Upon receipt of the request to submit  
1054 the grievance to mediation, the District will contact the California State  
1055 Mediation and Conciliation Service and request that a mediator be appointed.  
1056 The mediator shall attempt to assist the parties in resolving the grievance and  
1057 shall have no power to render a decision or recommendation on the grievance  
1058 in the absence of a mutually agreeable resolution. All statements made during  
1059 the mediation process shall be inadmissible in any future administrative or  
1060 judicial proceeding. If the mediation level does not satisfactorily resolve the  
1061 grievance, ~~the Association~~ CODAA may appeal the grievance to Level III  
1062 within ten (10) days following the last mediation session.

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1064 ~~(d)~~(e) Level III: If ~~the Association~~ CODAA is not satisfied with the decision at  
1065 Level II or Optional Mediation, ~~the Association~~ CODAA may demand final  
1066 and binding arbitration before a mutually selected labor arbitrator. ~~The~~

1067 ~~Association~~CODAA may, within the (10) days after receipt of the decision  
1068 at Level II or the completion of mediation, request the California State  
1069 Mediation and Conciliation Service to submit a list of seven (7) arbitrators  
1070 who have had experience in public sector labor relations. The parties shall,  
1071 within ten (10) days of receipt of said list, select the arbitrator by  
1072 alternately striking names from said list until one name remains. ~~The~~  
1073 ~~Association~~CODAA shall strike first. The last person remaining (i.e., not  
1074 stricken) shall then become the arbitrator. ~~The Association~~CODAA shall  
1075 contact the arbitrator so selected who shall contact the parties upon  
1076 notification of selection and schedule and convene a closed hearing as  
1077 expeditiously as possible at a time and place convenient to the parties. The  
1078 arbitrator shall be bound by the following limitations:

- 1079 1. The arbitrator's jurisdiction shall, absent mutual agreement by  
1080 the parties to the contrary, be limited solely to the  
1081 misinterpretation or misapplication of the collective bargaining  
1082 agreement which adversely affects the grievant.  
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- 1084 2. The arbitrator shall not modify the language of the collective  
1085 bargaining Agreement in considering the issues properly before  
1086 the arbitrator.  
1087
- 1088 3. The arbitrator shall expressly confine their consideration to  
1089 only those precise issues submitted and shall have no authority  
1090 to consider any other issue not so submitted unless mutually  
1091 agreed upon by the parties.  
1092
- 1093 4. In cases of misinterpretation or misapplication of any type of  
1094 salary computation, the arbitrator shall have the authority to  
1095 award back pay.  
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- 1097 5. The arbitrator shall not have the power to confer punitive  
1098 damages or attorney's fees.  
1099
- 1100 6. The arbitrator shall have no authority to direct the District in its  
1101 exercise of managerial prerogatives. However, the terms and  
1102 conditions of the Agreement shall be binding upon both the  
1103 District and ~~the Association~~CODAA.  
1104
- 1105 7. The arbitrator shall be bound by applicable Federal, State and  
1106 local law.  
1107

1108 The cost of arbitration and any other mutually incurred costs,

including the costs of a court reporter and transcript, shall be borne equally by the parties.

Review or confirmation of the arbitrator's decision, if made, shall be in accord with the terms of California Code of Civil Procedure Section 1285, et seq.

### **Section 3. General Provisions**

#### **(a) Time Limits**


1. The grievance must be filed within thirty (30) days of the events giving rise to the grievance or thirty (30) days from when the grievant knew or should have known of the events giving rise to the grievance.
2. Time limits provided for each level shall begin the day following receipt of the grievance appeal or written decision.  
[A day starts at 12:00 am and ends at 11:59 pm.](#)
3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement between ~~the Association~~CODAA and the District. Such agreement or lack thereof to extend the grievance timelines shall not be subject to the grievance procedure. If the District does not meet the timeline, the grievance shall proceed to the next level. If the grievant or ~~Association~~CODAA does not meet the timeline, the grievance is deemed to be withdrawn.
4. No reprisals of any kind will be taken by the district or by any member or representative of the administration of the Board against any grievant, any parties in interest, any bargaining unit member, ~~the Association~~CODAA, or any other participant in the grievance procedures by reason of such participation.

#### **(b) Miscellaneous**

1. When it is necessary for one representative designated by the Association to investigate a grievance or attend a

grievance meeting or hearing during the workday, the representative shall be released without loss of pay in order to permit participation in the foregoing activities. Any ~~faculty~~ Unit member ~~Member~~ who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any ~~faculty~~ Unit member ~~Member~~.
3. A ~~faculty member~~ Unit Member may at any time present grievances to the District, and have such grievances adjusted, without the intervention of ~~the Association~~ CODAA, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written agreement. If any ~~faculty member~~ Unit Member presents a grievance on their own behalf, ~~the Association~~ CODAA shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until ~~the Association~~ CODAA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
4. The cost of arbitration and any other mutually incurred costs, including the costs of a court reporter and transcript, shall be borne equally by the parties.
5. Any grievant shall have ~~Association~~ CODAA representation in the grievance process upon request.

CL: CL  
DG: 

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