

## **ARTICLE 48**

### **Grievance Procedures**

#### **48.1 PURPOSE**

To provide an orderly procedure for reviewing and resolving alleged grievances at the lowest possible administrative level.

#### **48.2 DEFINITIONS**

##### **48.2.1 Grievance**

A formal written allegation by a member that there has been a specific violation, misinterpretation or misapplication of the provisions of this Agreement.

##### **48.2.2 Grievant**

Any member of the unit covered by the terms of this Agreement; or, ACE when an alleged violation of Association Rights article or where no specific member of the unit has been aggrieved.

##### **48.2.3 Day**

Any day on which the District Administrative offices are open to the public for business.

##### **48.2.4 Immediate Supervisor**

The Department Chair having responsibility for supervision of the grievant.

#### **48.3 CONFIDENTIALITY**

To encourage fair and timely grievance review, it is agreed that, from date of filing until final completion, neither the grievant, ACE nor the District shall publicly comment upon the grievance or any evidence in its support.

#### **48.4 RELEASE TIME**

The ACE Grievance Officer, if not a classroom instructor, may be released from regular work duties with no loss of pay or benefits to accompany a grievant to present a grievance. Whenever possible, meetings ~~shall~~ **will** be arranged outside the scheduled assignment of all parties.

#### **48.5 WHO MAY FILE A GRIEVANCE**

48.5.1 Any current member of the unit.

48.5.2 Any ACE authorized officer acting on behalf of ACE as a grievant.

48.5.3 Any ACE officer authorized in writing to file a written grievance on behalf of a current member.

#### **48.6 WHO MAY REPRESENT A GRIEVANT**

- 48.6.1 An authorized ACE representative.
- 48.6.2 The grievant.
- 48.6.3 Grievant representative of his/her own choosing other than an agent of an employee organization other than ACE.

48.7 **ADDITIONAL PROVISIONS**

- 48.7.1 No regular/contract member or associate member may use this procedure in any way to appeal discharge, non-re-employment or any decision by the Board of Trustees to not renew the member's contract or employment.
- 48.7.2 No member shall use this procedure to dispute any action of the Board of Trustees which complies with State or Federal Laws or Regulations.
- 48.7.3 No member shall use this procedure to appeal any Board decision ~~if such decision is applicable to or~~ in compliance with a State or Federal Regulatory Commission or Agency.
- 48.7.4 No member shall use this procedure where a State or Federal law has established an agency with jurisdictional responsibility for resolving such disputes or causes alleged.
- 48.7.5 If the supervisor at any level is involved in the grievance, the process moves to the next higher level.
- 48.7.6 At every level, parties will notify each other in advance of the participants to be involved in the process.

48.8 **TIME LIMITS**

- 48.8.1 Within twenty (20) days of the time a member knew or reasonably should have known of an alleged grievance, the member shall initiate the grievance process.
- 48.8.2 A grievant who fails to comply with established time limits at any step shall forfeit all rights to further processing relative to the grievance in question.
- 48.8.3 **The** District's failure to respond within the established time limits at any step entitles grievant to proceed to the next step of the process.
- 48.8.4 Steps and time limits may be waived by mutual consent of the parties.

48.9 **INFORMAL PROCEDURE**

48.9.1 **Level I — Immediate Supervisor**

- 48.9.1.1 Within twenty (20) days of the time a member knew or reasonably should have known of an alleged grievance, the member shall attempt to resolve the matter with the member's immediate supervisor by means of a conference. When scheduling the conference, the grievant **shall** ~~will~~ identify the purpose of the conference as an informal discussion of a potential grievance.

If there is mutual agreement, after the conclusion of the conference, the matter ~~shall will~~ be considered resolved. If the supervisor needs more time to investigate the matter, the supervisor ~~shall will~~ have ~~ten (10)~~ **twenty (20)** days to respond, either in writing or to meet again with the grievant. If a mutual agreement has not been reached, the grievant ~~shall will~~ notify the supervisor and the ACE Grievance Officer of an intent to move to Level II. The ACE Officer ~~shall will~~ notify the Associate Vice-Chancellor of Human Resources.

#### 48.9.2 **Level II — Informal – Grievance Officer and Grievant**

48.9.2.1 Within twenty (20) days of the notification to the Associate Vice-Chancellor of Human Resources, the grievant ~~shall will~~ meet with the Grievance Officer to review the grievability of the dispute and the applicable contract articles that have allegedly been violated. They ~~shall will~~ determine a course of action and desired outcomes.

Other individuals may be consulted in an effort to resolve the grievance at this level.

Timelines may be waived by mutual agreement.

If a mutual agreement has not been reached, the Grievance Officer ~~shall will~~ notify the Associate Vice-Chancellor of Human Resources that the grievance is being moved to the Formal Grievance Process.

To initiate the formal grievance procedure, the appropriate forms must be completed and submitted to the Human Resources Office. If complete, the Associate Vice-Chancellor of Human Resources ~~shall will~~, within ~~five (5)~~ **twenty (20)** days, submit the grievance to the appropriate level.

48.9.2.2 The grievance statement shall not be processed if incomplete in any one of the following areas:

- A. The specific section(s) allegedly violated.
- B. The specific circumstances or action from which the grievance arises.
- C. A concise statement as to how the specific section(s) was violated.
- D. The remedy sought by grievant.
- E. Full grievant identification.
- F. Date of discovery of the specific circumstances or action.
- G. Date of informal discussion.

48.9.2.3 If the grievance is rejected due to failure to complete the Statement of Grievance, the grievant shall be allowed ~~five (5)~~ **twenty (20)** days to complete the grievance form for resubmission. If incomplete after resubmission, the grievance ~~shall will~~ be terminated. If not resubmitted within ~~five (5)~~ **twenty (20)** days, the grievance ~~shall will~~ be terminated.

#### 48.10 **FORMAL GRIEVANCE**

##### 48.10.1 **LEVEL III — DIVISION CHAIR**

48.10.2 Either party to the grievance may request a personal conference with involved parties at this level within the time limits with notification, to the Associate Vice-Chancellor of Human Resources.

48.10.3 The Division Chair or designee shall submit a written decision to the grievant within ~~ten (10)~~ **twenty (20)** days of receipt of the Statement of Grievance or conference, whichever is later.

48.10.4 If the grievance is not resolved at Level III, the grievant may appeal the decision on the "Statement of Grievance" form. The appeal to the Vice-President shall be submitted to the Associate Vice-Chancellor of Human Resources within ~~ten (10)~~ **twenty (20)** days of receipt of the written decision.

#### 48.11 **LEVEL IV — VICE-PRESIDENT**

48.11.1 Either party to the grievance may request a personal conference with involved parties at this level, within the time limits, with notification to the Associate Vice-Chancellor of Human Resources.

48.11.2 The Vice-President or designee shall submit a written decision to the grievant within ~~ten (10)~~ **twenty (20)** days of receipt of the Statement of Grievance or conference, whichever is later.

48.11.3 If the grievance is not resolved at Level IV, the grievant may appeal the decision on the "Statement of Grievance" form. The appeal to the President shall be submitted to the Associate Vice-Chancellor of Human Resources within ~~ten (10)~~ **twenty (20)** days of receipt of the written decision.

#### 48.12 **LEVEL V — PRESIDENT**

48.12.1 Either party to the grievance may request a personal conference with involved parties at this level, within the time limits, with notification to the Associate Vice-Chancellor of Human Resources.

48.12.2 The President or designee shall submit a written decision to the grievant within ~~ten (10)~~ **twenty (20)** days of receipt of the Statement of Grievance or conference, whichever is later.

48.12.3 If the grievance is not resolved at Level V, the grievant may appeal the decision on the "Statement of Grievance" form. The appeal to the Chancellor shall be submitted to the Associate Vice-Chancellor of Human Resources within ~~ten (10)~~ **twenty (20)** days of receipt of the written decision.

#### 48.13 **LEVEL VI — CHANCELLOR**

48.13.1 Either party to the grievance may request a personal conference with involved parties at this level, within the time limits, with notification to the Associate Vice-Chancellor of Human Resources.

The Chancellor or designee shall submit a written decision to the grievant within twenty (20) days of receipt of the appeal or conference, whichever is later.

If the grievant is not satisfied with the decision of the Chancellor, the grievant may submit a written appeal of the decision to **the Board of Trustees** ~~Director of Human Resources~~ within **twenty (20)** ~~ten (10)~~ days of the written decision.

48.14 LEVEL VII — BOARD OF TRUSTEES

48.14.1 The Board shall, during scheduled closed session, consider the appeal. The Board or the grievant may request a conference at the next closed session.

48.14.2 The Board shall submit in writing its final decision to the grievant within **twenty (20)** ~~fifteen~~ ~~(15)~~ days of the closed session.