

1
2
3
4
5
6
7
8
9
10
11
12

**COUNTER-PROPOSAL
FROM THE CERRITOS COLLEGE FACULTY FEDERATION, AFT Local 6215
TO THE CERRITOS COMMUNITY COLLEGE DISTRICT**

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55

February 23, 2024

This proposal from the Cerritos Community College District to the Cerritos College Faculty Federation, AFT Local 6215 ("CCFF") is expressly made pursuant to the Education Employment Relations Act and the current Collective Bargaining Agreement between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

**ARTICLE 30:
GRIEVANCE PROCEDURES**

30.1 Definition

- 30.1.1 A "grievance" is a formal written allegation by a grievant that has been adversely affected by a violation, misapplication, or misinterpretation of the specific provisions of this Agreement ~~or~~ for the duration of this Agreement.
- 30.1.2 A "grievant" is a member of the bargaining unit or the Union itself, alleging to have been adversely affected by a violation, misapplication, or misinterpretation of specific provisions of this Agreement.
- 30.1.3 A "day" is any day in which ~~central~~ administrative offices of the District are open for business.
- 30.1.4 The "immediate supervisor" is the first-level manager having line authority over the grievant and who has the authority to adjust the grievance.

30.2 General Provisions

- 30.2.1 Upon mutual written agreement of the District and Union, grievances filed by more than one (1) Unit member alleging violation of a provision of this Agreement under the same set of facts shall be processed concurrently as a single grievance.
- 30.2.2 Until final disposition of the grievance, the grievant is required to conform to the direction of their immediate supervisor unless doing so would pose a real and apparent hazard to the grievant or other Unit members, or would constitute a criminal act. If the Unit member fails to conform to the direction of their immediate supervisor, the Unit member may be subject to appropriate disciplinary action.
- 30.2.3 Grievance meetings shall be scheduled at times mutually acceptable to the grievant and District and, whenever possible, during normal working hours at times that do not interfere with classroom instruction or Faculty student hours.
- 30.2.4 All procedural documents dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the grievant.
- 30.2.5 A grievant may elect to be represented by the Union at each level of the

56 grievance process. An individual grievant may present a grievance and
57 represent themselves and have such grievance resolved up to Level III without
58 the intervention of the Union as long as the resolution is consistent with the
59 terms of this Agreement. The District shall not implement a resolution of a
60 grievance with an individual grievant at Level III until the Union has
61 received a copy of the grievance and the proposed resolution and has been
62 given an opportunity to file a written response within ten (10) days of receipt
63 of the grievance and the proposed resolution. The grievant shall be present
64 at each step of the grievance procedure, unless otherwise agreed to in
65 writing between the District and Union.
66

67 30.2.6 When a grievance has been filed by a Unit member, the grievant may
68 terminate the grievance procedure at any time by giving written notice to
69 the District.
70

71 30.3 Timelines

72
73 The grievant (individual or union) and the District shall comply with the timelines
74 established in this article, unless extended by mutual written agreement. Failure of the
75 grievant to meet the time limits shall be deemed a withdrawal of the grievance. The
76 grievant may automatically appeal the grievance to the next step in the grievance
77 procedure if the District fails to comply with the time limits. The time limits provided in
78 each step shall begin the day following the expiration of the previous time limit or the
79 day following receipt of the written decision by the District.
80

81 30.4 Mandatory Informal Conference

82
83 **Within twenty (20) days after the occurrence of the act or omission giving rise**
84 **to the alleged grievance or within twenty (20) days after the date upon which the**
85 **grievant should reasonably have been aware of the act or omission giving rise to such**
86 **grievance an alleged violation occurs, and p**~~Prior to filing a grievance at Level I,~~
87 the grievant (individual or union) shall attempt to resolve the concern with the
88 grievant's immediate supervisor. Upon mutual agreement, the grievant and the
89 immediate supervisor may seek the assistance of the **Office of Human Resources**
90 **Dean of Academic Affairs** or designee to facilitate discussions during the informal
91 conference. **Upon mutual written agreement, the grievant and immediate**
92 **supervisor may elect to extend the timeline for no more than ten (10) days for**
93 **informal resolution, which shall serve to extend only the timeline for initiation**
94 **of a formal Level I grievance but shall not impact any subsequent timelines.**
95

96 30.5 Formal Level

97 30.5.1 Level I: Immediate Supervisor

98
99
100 Within **ten (10) days after the completion of the informal conference, or**
101 **within ten (10) days of any extension of the informal conference timeline,**
102 **if the grievance remains unresolved**~~twenty (20) days after the occurrence~~
103 **of the act or omission giving rise to the alleged grievance, or within**
104 **twenty (20) days after the date upon which the grievant should**
105 **reasonably have been aware of the act or omission giving rise to such**
106 **grievance,** the grievant (individual or union) must present the grievance in
107 writing to the immediate supervisor. This statement of the Level I grievance
108 shall be a clear, concise statement of the circumstances giving rise to the
109 grievance; citation of the specific article(s) and section(s) of the Agreement
110 alleged to have been violated, the decision rendered at the informal conference
111 (if any), and the specific remedy sought. A copy of the grievance and

112 supporting documents shall be sent to the Vice President of Human
113 Resources. The immediate supervisor shall respond to the grievant in writing
114 within ten (10) days after receipt of the written grievance.
115

116 30.5.2 Level II: Appropriate Vice President or Designee

117
118 If the grievant (individual or union) is not satisfied with the decision at Level I,
119 the grievant may, within ten (10) days of the receipt of the decision from Level
120 I, appeal the decision in writing to the appropriate Vice President or designee.
121 This statement of the Level II grievance shall include a copy of the original
122 grievance and appeal, the decisions rendered, and a clear, concise statement
123 of the reasons for the appeal. A copy of the appeal and supporting documents
124 shall be sent to the Vice President of Human Resources. Both parties shall
125 meet to discuss the merits of the grievance at the earliest convenient time. The
126 Vice President or designee shall return the form with the decision to the
127 grievant in writing within ten (10) days after meeting with the grievant.
128

129 30.5.3 Level III: President/Superintendent or Designee

130
131 If the grievant (individual or union) is not satisfied with the decision at Level II,
132 the grievant may, within ten (10) days of the receipt of the decision from Level
133 II, appeal the decision in writing to the President/Superintendent or designee.
134 This statement of the Level III grievance shall include a copy of the original
135 grievance and appeal, the decisions rendered, and a clear, concise statement
136 of the reasons for the appeal. A copy of the appeal and supporting documents
137 shall be sent to the Vice President of Human Resources. Both parties shall
138 meet to discuss the merits of the grievance at the earliest convenient time. The
139 President/Superintendent or designee shall respond to the grievant in writing
140 within ten (10) days after meeting with the grievant.
141

142 30.5.4 Level IV: Mediation

143
144 If the grievance is not resolved at Level III, the Union, may file a written request
145 to the President/Superintendent or designee for mediation. This request must
146 be filed within fifteen (15) working days from receipt of the decision at Level III.
147

148 30.5.4.1 The Union and the District may jointly request that a
149 conciliator/mediator from the California State Mediation and
150 Conciliation Service be assigned to assist the parties in the
151 resolution of the grievance. The parties may jointly agree to hire a
152 mediator not from the California Mediation and Conciliation Service.
153

154 30.5.4.2 If an agreement is reached, the agreement shall be reduced to
155 writing and shall be signed by the Union, individual grievant and the
156 District. This agreement shall be precedent setting upon agreement
157 of the parties and shall constitute a settlement of the grievance.
158

159 30.5.4.3 In the event that the individual grievant, the Union, and the
160 President/Superintendent or designee have not resolved the
161 grievance with the assistance of the conciliator/mediator within ten
162 (10) days from the last meeting held by the conciliator/mediator, the
163 Union may terminate Level IV and the grievance may proceed to
164 Level V by notifying the District, in writing, within five (5) days from
165 the last mediation session.
166

167
168 30.5.5 Level V: Arbitration
169

170 The Union and the District shall attempt to agree upon an arbitrator. If no
171 agreement can be reached, the District shall request the State Mediation and
172 Conciliation Service to supply a panel of seven (7) names of persons
173 experienced in hearing grievances in higher education institutions. Each party
174 shall alternatively strike a name until only one name remains. The remaining
175 member shall be the arbitrator. The order of striking shall be determined by lot.
176

177 30.5.5.1 The arbitrator shall, as soon as possible, hear evidence and render
178 a decision on the issue submitted. If there is dispute by either party
179 as to arbitrability issues of the grievance then the selected arbitrator
180 shall rule on the arbitrability issues at a separate hearing, prior to a
181 hearing on the merits. Upon mutual written agreement, the parties
182 may submit an arbitration brief in lieu of making a personal
183 appearance on the arbitrability issue. If the parties cannot agree
184 upon a submission agreement, the arbitrator shall determine the
185 issue to be arbitrated by referring to the written grievance.
186

187 30.5.5.2 The District and Union agree that the jurisdiction and authority of
188 the arbitrator and the decision rendered by the arbitrator shall be
189 confined exclusively to the interpretation of the express provision or
190 provisions of this Agreement that are at issue. The arbitrator shall
191 have no authority to add to, subtract from, alter, amend, or modify
192 any provisions of this Agreement or impose any limitations or
193 obligations not specifically provided for under the terms of this
194 Agreement.
195

196 30.5.5.3 A hearing shall take place at which both parties shall have an
197 opportunity to present their case orally, to the arbitrator. Written
198 arguments may also be submitted. The arbitrator shall submit in
199 writing to both parties their findings and decision, which shall be
200 advisory only, except as provided in Section 30.5.5.4 below. The
201 Board of Trustees may accept the arbitrator's decision, or may
202 modify in part or reject the decision completely. The Board of
203 Trustees' decision shall be final and binding on all parties.
204

205 30.5.5.4 The decision of the arbitrator shall be advisory to the Board of
206 Trustees. except for the following articles in which case the decision
207 shall be final and binding and not subject to Board review:
208

- 209 a. Union rights under Article 3
210
211 b. Evaluation procedures - limited to tenured Faculty evaluation
212 procedures only under Article 16
213
214 c. Grievance procedures under Article 30
215
216 **d. Assignment under Article 4**
217 **e. Salary under Article 8**
218 **f. Health and Welfare Benefits under Article 10**
219

220 30.6 The fees and expenses of the arbitrator shall be shared equally by the District and
221 Union. A court reporter will be retained upon the mutual agreement of the District and

222 Union. If the parties are unable to agree, the arbitrator shall make the final
223 determination. All other expenses shall be borne by the party incurring them and
224 neither party shall be responsible for the expense of witnesses called by the other.
225
226
227

228
229 For the District:

For the Cerritos College Faculty Federation
AFT Local 6215:

230
231
232
233 _____
234 Dr. Mercedes Gutierrez
235 Vice-President, Human Resources/
236 Assistant Superintendent
237

Dr. April Bracamontes
CCFF/Lead Negotiator

238
239
240 _____
241 Dr. Lynn Wang
CCFF President