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

January 18, 2023

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This proposal from the Cerritos Community College District to the Cerritos College Faculty Association, 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**

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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 grievance process. An individual grievant may present a grievance and

56 represent themselves and have such grievance resolved up to Level III without
57 the intervention of the Union as long as the resolution is consistent with the
58 terms of this Agreement. The District shall not implement a resolution of a
59 grievance with an individual grievant at Level III until the Union has
60 received a copy of the grievance and the proposed resolution and has been
61 given an opportunity to file a written response within ten (10) days of receipt
62 of the grievance and the proposed resolution. The grievant shall be present
63 at each step of the grievance procedure, unless otherwise agreed to in
64 writing between the District and Union.
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66 30.2.6 When a grievance has been filed by a Unit member, the grievant may
67 terminate the grievance procedure at any time by giving written notice to
68 the District.
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70 30.3 Timelines

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

80 30.4 **Mandatory** Informal Conference

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82 **Within twenty (20) days after the occurrence of the act or omission giving rise**
83 **to the alleged grievance or within twenty (20) days after the date upon which the**
84 **grievant should reasonably been aware of the act or omission giving rise to such**
85 **grievance an alleged violation occurs, and p**~~P~~**rior to filing a grievance at Level I,**
86 the grievant (individual or union) shall attempt to resolve the concern with the
87 grievant's immediate supervisor. Upon mutual agreement, the grievant and the
88 immediate supervisor may seek the assistance of the **Office of Human Resources**
89 ~~**Dean of Academic Affairs**~~ or designee to facilitate discussions during the informal
90 conference. **Upon mutual written agreement, the grievant and immediate**
91 **supervisor may elect to extend the timeline for no more than ten (10) days for**
92 **informal resolution, which shall serve to extend only the timeline for initiation**
93 **of a formal Level I grievance but shall not impact any subsequent timelines.**
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95 30.5 Formal Level

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97 30.5.1 Level I: Immediate Supervisor

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

Resources. The immediate supervisor shall respond to the grievant in writing within ten (10) days after receipt of the written grievance.

[Note: Proposed revisions in 30.4 and 30.5 are intended to clarify the relationship on timing between the informal/formal stages, and permit greater discretion in allowing productive discussions to occur at the informal stage.]

30.5.2 Level II: Appropriate Vice President or Designee

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

30.5.3 Level III: President/Superintendent or Designee

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

30.5.4 Level IV: Mediation

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

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

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

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

167 the last mediation session.

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169 30.5.5 Level V: Arbitration
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171 The Union and the District shall attempt to agree upon an arbitrator. If no
172 agreement can be reached, the District shall request the State Mediation and
173 Conciliation Service to supply a panel of seven (7) names of persons
174 experienced in hearing grievances in higher education institutions. Each party
175 shall alternatively strike a name until only one name remains. The remaining
176 member shall be the arbitrator. The order of striking shall be determined by lot.
177

178 30.5.5.1 The arbitrator shall, as soon as possible, hear evidence and render
179 a decision on the issue submitted. If there is dispute by either party
180 as to arbitrability issues of the grievance then the selected arbitrator
181 shall rule on the arbitrability issues at a separate hearing, prior to a
182 hearing on the merits. Upon mutual written agreement, the parties
183 may submit an arbitration brief in lieu of making a personal
184 appearance on the arbitrability issue. If the parties cannot agree
185 upon a submission agreement, the arbitrator shall determine the
186 issue to be arbitrated by referring to the written grievance.
187

188 30.5.5.2 The District and Union agree that the jurisdiction and authority of
189 the arbitrator and the decision rendered by the arbitrator shall be
190 confined exclusively to the interpretation of the express provision or
191 provisions of this Agreement that are at issue. The arbitrator shall
192 have no authority to add to, subtract from, alter, amend, or modify
193 any provisions of this Agreement or impose any limitations or
194 obligations not specifically provided for under the terms of this
195 Agreement.
196

197 30.5.5.3 A hearing shall take place at which both parties shall have an
198 opportunity to present their case orally, to the arbitrator. Written
199 arguments may also be submitted. The arbitrator shall submit in
200 writing to both parties their findings and decision, which shall be
201 advisory only, except as provided in Section 30.5.5.4 below. The
202 Board of Trustees may accept the arbitrator's decision, or may
203 modify in part or reject the decision completely. The Board of
204 Trustees' decision shall be final and binding on all parties.
205

206 30.5.5.4 The decision of the arbitrator shall be ~~advisory to the Board of~~
207 ~~Trustees. except for the following articles in which case the~~
208 ~~decision shall be~~ final and binding ~~and not subject to Board~~
209 ~~review:~~
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211 ~~a. Union rights under Article 3~~
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213 ~~b. Evaluation procedures – limited to tenured Faculty~~
214 ~~evaluation procedures only under Article 16~~
215

216 ~~c. Grievance procedures under Article 30~~
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218 30.6 The fees and expenses of the arbitrator shall be shared equally by the District and
219 Union. A court reporter will be retained upon the mutual agreement of the District and
220 Union. If the parties are unable to agree, the arbitrator shall make the final
221 determination. 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.

For the District:

For the Cerritos College Faculty Federation
AFT Local 6215:

Dr. Mercedes Gutierrez
Vice-President, Human Resources/
Assistant Superintendent

Dr. April Bracamontes
CCFF/Lead Negotiator

Dr. Lynn Wang
CCFF President