

ARTICLE IX

GRIEVANCE PROCEDURE FOR MANAGEMENT EMPLOYEES

10901. GRIEVANCE PROCEDURES FOR MANAGEMENT EMPLOYEES.

10901.10 Grievance Defined. A grievance is defined as a formal written complaint alleging a violation, misinterpretation or misapplication of a written rule or regulation of the Los Angeles Community College District.

The grievance procedure is not for the adjustment of complaints relating to the following:

- a. Any and all matters relating to the selection, hiring, or promotion of employees.
- b. Suspensions, demotions, and dismissals for which review procedures are provided by the Education Code.
- c. The review of performance evaluations in which the overall evaluation is indicated that the employee is satisfactory or above.
- d. The review of a written open non-confidential reference submitted in conjunction with a selection or evaluation for a position.
- e. Accusatory statements or charges relating to the professional fitness or moral fitness of an employee.

Adopted 02-03-82
Amended 07-29-87
Amended 09-02-92

- f. Notices of Unsatisfactory Service issued to classified management employees which are the basis for further disciplinary action or Notices of Unsatisfactory Service issues to probationary classified management employees.

Adopted 02-03-82
Amended 07-29-87
Amended 09-02-92

10901.11 Definitions.

- a. Grievant - A grievant means an administrator who has filed a complaint in accordance with this procedure.
- b. Group Grievances - Grievances of a similar or like nature may be consolidated upon the written consent of the grievants and respondents.
- c. Administrator - Administrator means management employee.
- d. Day - A day, for the purpose of this Article, is defined as any day of the calendar year, except Saturdays, Sundays, and legal (or school) holidays within the grievant's assignment period.
- e. Division Head - A division head is defined as a management employee assigned the administrative responsibility for a division in the District Office.
- f. Management Employee - A management employee is defined as management, consistent with the provisions of Government Code section 3540, et. seq.

Adopted 02-03-82
Amended 07-29-87

- g. Respondent - The respondent in any grievance shall be the management employee who has the authority to adjust the complaint or grant the remedy sought.
- h. Representative - An employee of the Los Angeles Community College District or the Los Angeles Community College Administrators Association or the Los Angeles Community College Management Association, as appropriate, chosen by the grievant or respondent to represent same.

Adopted 02-03-82
Amended 07-29-87

10901.12 General Provisions.

- a. Either party to the complaint may elect to represent himself/herself at any step in the grievance procedure or be accompanied by a representative who shall be an administrator in the Los Angeles Community College District or an employee of the Los Angeles Community College Administrators Association or Management Association, as appropriate, providing only that he/she shall serve as a representative without loss of salary. Prior approval for absence from regular duties shall be granted by the appropriate administrators to the grievant and representative, if any, when such regular duties conflict with required attendance at conferences conducted pursuant to this procedure. By mutual agreement, other person, such as witnesses may also attend the grievance meetings.

Adopted 09-03-82
Amended 07-29-87

- b. Grievance meetings and/or hearings will be scheduled at mutually convenient times and places during District business hours. The parties to the grievance and their representatives shall attend grievance meetings and/or hearing(s) without loss of salary.
- c. The Employer-Employee Relations Branch of the Division of Human Resources shall be available to any administrator for assistance and counsel regarding the proper procedures and actions at any step in the Grievance Procedure.
- d. The grievant and respondent have a professional obligation to seek in a cooperative and respectful manner an early adjustment to the grievance.
- e. If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn. If the District fails to respond to the grievance in a timely manner at any step, the running of its time limit shall be deemed a denial of the grievance and termination of the step in questions, and the grievant may proceed to the next step. All time limits and grievance steps may be shortened, extended or waived by mutual written agreement.
- f. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the process thereof unless the parties agree to the contrary.

Adopted 09-03-82
Amended 07-29-87

- g. Processing and discussing the merits of a grievance shall not be considered a waiver by the District of the defense that the matter is not grievable or that the grievance should be denied for other reasons which do not go to the merits.

Any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in minimal interference with or interruption of District business at the employee's work.

The immediate supervisor or management employee shall inform the grievant of any limitation upon his/her authority which prevents full resolution of the grievance and shall direct the grievant(s) to the employee who has the authority to resolve the grievance.

Any level of review may be waived by mutual agreement of the parties to the grievance. Any time limits established in this procedure may be extended by mutual agreement of the parties to the grievance. By mutual agreement the grievance may revert to a prior level for reconsideration.

The grievant and respondent shall have access to documents and District records which directly relate to the adjustment of the grievance.

Adopted 02-03-82
Amended 07-29-87

10901.13 The Procedure.

- a. Step One - Within twenty (20) working days after the grievant knew or by reasonable diligence could have known of the condition upon which the grievance is based, the grievance must be presented in writing to the immediate administrator (respondent) who has the authority to adjust the grievance. The written grievance shall contain a clear, concise statement of the grievance, including the specific rule, regulation, policy, or procedure which has been allegedly violated; the remedy sought; and the name of the employee's representative, if any.

A meeting between the grievant and the immediate administrator or his/her designee shall take place within five (5) days from presentation of the grievance. The immediate administrator or his/her designee shall reply in writing within five (5) days following the meeting. The decision shall contain a clear and concise statement as to the reason for said decision.

Adopted 02-03-82
Amended 07-29-87

- b. Step Two - (If the respondent in Step One is the Chancellor, Step two is waived and appeal must be made in accordance with Step Three.) If the grievance is not resolved in Step One, the grievant, within five (5) days after receipt of the decision in Step One, must present a written appeal to the College President or Division Head. (If respondent in Step One was the College President or Division Head, the Vice Chancellor Human Resources shall conduct Step Two.) The written appeal shall again contain a clear, concise statement of the grievance; the circumstances on which the grievance is based; the decision rendered at Step One; the remedy sought; and the name of the grievant's representative, if any. The grievant shall send a copy of the appeal to the Step One authority.

Within five (5) days of receipt of the grievance appeal, a meeting shall take place to discuss the matter. The College President, Division Head or his/her designee (Chancellor, if applicable) shall reply in writing within ten (10) days following the meeting.

A copy of the reply shall be sent to the Chancellor, each of the parties, the Office of Employer-Employee Relations, and Step One authority.

Adopted 02-03-82
Amended 07-29-87

- c. Step Three - Request for Hearing. If the grievance is not resolved in Step Two, the grievant, within ten (10) days after receipt of the decision in Step Two (Step One, if applicable), must present a written Request for Hearing to the Office of Employer-Employee Relations. The grievant shall simultaneously send a copy of the request to the Step One and Step Two authorities if applicable. Within fifteen (15) working days of receipt of the request, the Office of Employer-Employee Relations shall select an arbitrator from a permanent panel of seven (7) arbitrators listed below:

Edna Francis	Melvin Lennard
Thomas Roberts	Thomas Christopher
William Rule	Joseph Gentile
Walter Kaufman	

If one or more of the arbitrators on the panel no longer wish to serve, such person(s) shall be placed by mutual agreement of the Administrators Association, the Management Association, and the District.

Adopted 02-03-82
Amended 07-29-87

Within five (5) working days of receipt of the filing for arbitration, the Office of Employer-Employee Relations shall contact the first arbitrator on the rotated list for appointment as arbitrator. Should he/she not be available to hold a hearing within 30 working days of the selection, the Office of Employer-Employee Relations shall contact the next arbitrator on the list and go through the same process. The process shall be repeated until an arbitrator is obtained who is available within the 30 working days. If no member of the panel is available within the prescribed time limits, the arbitrator available at the earliest date shall be chosen.

The hearing shall be conducted in accordance with the rules and procedures prescribed in Section 11513 of the Government Code of the State of California. No other Section of the State Administrative Procedure Act shall apply to this grievance procedure. The hearing shall be private with attendance limited to parties to the grievance and their representatives, if any, witnesses while testifying, and representatives of the Office of Employer-Employee Relations.

Adopted 02-03-82
Amended 07-29-87

The Office of Employer-Employee Relations shall be responsible for the arrangements of the hearing, the recording of the proceedings, the maintenance of records, and such other services required to assist the arbitrator in fulfilling his/her responsibilities. Neither party shall communicate with the arbitrator without first contacting the other party to explain the purpose of the intended communication.

The hearing shall be tape recorded. A transcript of the record shall be prepared at the request of either party or the arbitrator. The cost of the transcript shall be borne by the party requesting the transcript, except that the parties shall share the cost of the transcript if it is requested by the arbitrator. If no request for transcript is made, the parties shall have access to the tapes.

Either party may request the presence of witnesses and the production of records. The arbitrator shall be empowered to direct the attendance of any District employee to attend the hearing without loss of salary to the employee and to direct the production of records relevant to the hearing.

Representatives for parties shall exchange all documentary material to be entered as evidence at least five (5) working days before the first day of the hearing. The names of witnesses shall be exchanged at least five (5) working days before the first day of the hearing.

Adopted 02-03-82
Amended 07-29-87

The arbitrator's decision shall be based solely and exclusively on the evidence and arguments presented by the parties to the grievance and the record in the case. The arbitrator's decision shall be limited to the specific finding regarding the alleged misinterpretation, misapplication, or violation of the written rule, regulation, policy or procedure of the Los Angeles Community College District.

The arbitrator shall have the authority to grant or recommend the payment of salary if it is proven that the grievant has rendered service and has not been paid for that service; the arbitrator may require the District to pay the salary due for such service. Other monetary awards may be granted in accordance with the principle of arbitration to make the injured party whole. If a monetary award, other than salary for services rendered, is made in excess of \$2,500, the Board of Trustees shall review the arbitrator's decision and render a final decision as to the amount of the award to be granted.

The arbitrator shall have no power to grant a remedy exceeding that sought by the grievant.

Adopted 02-03-82
Amended 07-29-87

The arbitrator shall render written findings, conclusions, and decisions within sixty (60) days of the termination of the hearing. Either party to the grievance may appeal the decision of the arbitrator to the Board of Trustees by presenting a written appeal to the Board of Trustees within ten (10) days after receipt of the decision. If not appealed, the decision, findings, and conclusions shall be final and binding on both parties.

On appeal, the Board of Trustees shall, within two Board meetings of receipt of the appeal, consider the matter and may change or modify the arbitrator's decision; however, before such a modification or change is made the Board must independently review the record. At the request of either party, the Board of Trustees shall hear representatives of the grievant and respondent in any such appeal before rendering a decision in the matter. The Board of Trustees, within two Board meetings following the Board meeting in which the matter is considered, shall render written findings, conclusions, and decision which shall be based solely upon the record and shall be binding upon the parties.

The District shall pay for the services and expenses of the hearing officer.

Copies of all documents and communications related to the process of the grievance shall be filed in the Employer-Employee Relations Office and shall be kept separate from the personnel files of all the participating parties.

Adopted 02-03-82
Amended 07-29-87