

sites, departments, and colleges shall be by reverse order of District seniority, and shall not be undertaken as a form of discipline. Nothing in this section shall require the District to undertake a transfer or reassignment in lieu of layoff.

- 15.5 Reassignments of employees covered by this Agreement are the responsibility of management at the relevant college or District Administrative Center, provided that such employees shall not be reassigned in an arbitrary or capricious manner.
- 15.6 The Office of the Personnel Commission shall maintain eligibility lists for certification for vacant positions based upon the results of open and promotional examinations. The promotional candidates passing all parts of the examinations shall receive one (1) point additional credit for each year of service in the District up to a maximum of five (5) points for service of five (5) or more years in the District. A year's service in the District shall be calculated as twelve (12) months service from the employee's date of hire as a probationary employee.

ARTICLE XVI GRIEVANCE PROCEDURE

- 16.1 It is the intent of the parties to this Agreement that any complaint which might later constitute a grievance be resolved at the earliest practicable stage. Therefore, every effort to resolve such complaints through informal conferences between the parties involved should be made.
- 16.2 A grievance is a claim by an employee or group of employees alleging a violation, misinterpretation or misapplication of the terms of this Agreement.
- 16.3 For the purpose of this procedure, a grievant is an individual employee. A grievance may be instituted by an individual employee, by a group of employees, or by SEIU. Any grievant shall be entitled to an SEIU representative at any stage of the grievance procedure. Nothing herein shall preclude any grievant from filing and processing his/her grievance with the assistance of a representative.
- 16.4 A grievance shall be submitted on the grievance form appended hereto as Appendix B. Either an original printed form in Appendix B or a computer-generated facsimile with original signatures will be acceptable.
- 16.5 No employee submitting a grievance with the assistance of a representative shall be required or requested at any stage of the grievance procedure to discuss privately with any District manager any aspect to the submitted grievance without the presence of such representative.
- 16.6 All reasonable effort should be made to schedule meetings to discuss grievances pursuant to this grievance procedure so as to minimize disruptions of work assignments. The grievant and one steward may attend such meetings with District management without loss of compensation. The Chief Steward or his/her designee may attend such meetings at Step IV without loss of compensation.
- 16.7 No grievance shall be resolved without first affording SEIU an opportunity to review the grievance, all evidence presented, and its proposed solution. If SEIU feels the District and an individual grievant have settled a grievance in a manner inconsistent with the Agreement, it may provide the District with written notification of its objection, and would

not be bound by such settlement in future grievances of a similar character. Nothing herein shall be deemed to preclude the filing of a grievance by an individual employee who is adversely affected by such a settlement.

- 16.8 If it appears that the same grievance or substantially the same grievance has been submitted by more than one employee, the parties shall meet and attempt to agree upon a procedure for the handling of such grievance. If the parties agree that such grievances are sufficiently similar to create reasonable probability that a resolution of one may produce results that should be equally applicable to all such grievances, the grievances may be consolidated for processing as a single grievance, provided any employee whose grievance is affected by such consolidation shall be notified of the proposed consolidation and may, within five (5) working days after receipt of such notice, provide the District and SEIU with written notice of his/her election to have his/her grievance processed separately.
- 16.9 Each of the formal requirements and time limitations stated herein for the processing of grievances shall be strictly adhered to; provided, however, that any such requirements or time limits may be extended or waived by the expressed written agreement of the parties. If the District's authorized representative fails to answer a grievance within the time limits specified in any step of the grievance procedure, the grievant shall have the right to appeal the grievance to the next step of the grievance procedure. Failure by the grievant to appeal a decision within the specified time limits shall be deemed as acceptance of the decision, and the grievance is terminated.

16.10 Grievance Procedures

A grievance must be submitted within fifteen (15) working days after the grievant first knew, or by reasonable diligence should have first known, of the condition(s) upon which the grievance is based. SEIU and the District may mutually agree to waive specific steps in the grievance process when deemed appropriate or to return a grievance to a previous step.

- a. **STEP I: Immediate Supervisor**
The aggrieved employee shall first informally discuss the grievance with his/her immediate supervisor. The immediate supervisor shall render a verbal decision upon the grievance to the grievant as expeditiously as possible, but in no event more than ten (10) working days after the informal conference.
- b. **STEP II: Vice President, Business Services or District Office Manager**
If the grievant is not satisfied with the decision in Step I, he/she may appeal in writing on the appropriate form the decision within five (5) working days after the receipt of the decision in Step I to the Vice President of Business Services or the appropriate District Office Manager under whose jurisdiction the grievance occurred. The Vice President/District Administrative Center manager shall render a written decision to the grievant within ten (10) working days after submission of the appeal.
- c. **STEP III: College President or Appropriate District Office Manager**
If the grievant is not satisfied with the written decision in Step II, he/she may appeal the decision within five (5) working days after the receipt of the written decision to Step II to the college president or the appropriate District Administrative Center manager. The college president/District Administrative

Center manager shall, upon request, meet promptly with the grievant to discuss the grievance. The president/District Administrative Center manager shall render a written decision to the grievant and SEIU within ten (10) working days after submission of the appeal.

- d. **STEP IV: Mediation**
If the grievant is not satisfied with the written decision in Step III, the Union may within ten (10) working days after the grievant's receipt of the written reply in Step III, submit the grievance to mediation. The submission to mediation shall be in writing to the California State Mediation and Conciliation Service, with a copy provided to the District. The mediator has the authority to make non-binding recommendations to the parties to attempt to resolve the grievance.
- e. **STEP V: Chancellor**
If the grievance is not resolved in Step IV, it may be appealed in writing to the Chancellor within five (5) working days after the conclusion of Step IV. The Chancellor or his/her designee shall, upon request, meet with the grievant and his/her representative in an attempt to resolve the grievance. Within five (5) working days after such meeting, or within ten (10) working days after receipt of the appeal, whichever is applicable, the Chancellor shall render his/her written decision.
- f. **STEP VI: Arbitration**
 1. If the grievant grievance is not resolved in Step IV, the Union may, within twenty (20) working days after receipt of the written decision in Step IV, notify the Chancellor or his/her designee in writing of the request to have the grievance submitted to binding arbitration.
 2. SEIU and the District shall attempt to agree upon an arbitrator and, if no such agreement can be reached, the parties shall jointly request that the California State Mediation and Conciliation Service supply a panel of seven (7) names of arbitrators. The parties shall thereafter meet and determine the choice of first strike from such a list by lot, and alternately strike names from such list until a single name remains.
 3. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the SEIU. All other expenses, including fees for witnesses, or the costs of substitutes for witnesses, shall be borne by the party incurring them.
 4. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a summary of the issues, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the arbitrator shall first rule on the jurisdiction of the issue.
 5. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.
 6. The arbitrator shall promptly render his/her decision to the parties. The decision of the arbitrator is final and binding.