

**WVMCCD AND WEST VALLEY-MISSION FEDERATION OF TEACHERS (WVMFT, AFT 6554)
TENTATIVE AGREEMENT, ADOPTION CONTINGENT ON SUCCESSFUL CONCLUSION
OF SUCCESSOR NEGOTIATIONS RESOLVING ALL
OPEN CONTRACT SECTIONS AND SUBJECTS**

June 30, 2021

ARTICLE 45

Grievance Procedures

45.1 Purpose

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

45.2 Definitions

45.2.1 Grievance

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

45.2.2 Grievant

Any regular/contract or associate member no specific member of the unit has been aggrieved.

45.2.3 Day

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

45.3 Confidentiality

To encourage fair and timely grievance review, it is agreed that, from date of filing until final completion, neither the grievant, WVMFT, AFT 6554 nor the District shall publicly comment upon the grievance or any evidence in its support.

45.4 Release Time

The WVMFT, AFT 6554 Grievance Officer, may be released from regular work

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duties with no loss of pay or benefits to accompany a grievant to present a grievance. Whenever possible, meetings shall be arranged outside the scheduled assignment of all parties.

45.5 Who May File a Grievance

- a. Any current member of the unit.
- b. Any WVMFT, AFT 6554 authorized officer acting on behalf of WVMFT, AFT 6554 as a grievant.
- c. Any WVMFT, AFT 6554 officer authorized in writing to file a written grievance on behalf of a current member.

45.6 Who May Represent a Grievant

- a. An authorized WVMFT, AFT 6554 representative.
- b. The grievant.
- c. ~~Grievant representative of his/her own choosing other than an agent of an employee organization other than WVMFT, AFT 6554.~~ **A representative of the grievant's choosing other than an agent of another employee organization.**

45.7 Additional Provisions

- 45.7.1 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.
- 45.7.2 No member shall use this procedure to dispute any action of the Board of Trustees which complies with State or Federal Laws or Regulations.
- 45.7.3 No member shall use this procedure to appeal any Board decision that was made to keep the District in compliance with a State or Federal Regulatory Commission or Agency.
- 45.7.4 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.
- 45.7.5 If the administrator at any level of the formal grievance process is involved in the grievance, the process moves to the next higher level.

45.7.6 At every level, parties will notify each other in advance of the participants to be involved in the process.

45.8 Time Limits

45.8.1 Within twenty (20) working days of the time a member knew or reasonably should have known of an alleged grievance, the member shall initiate the grievance process by reviewing the grievability of the dispute with WVMFT, AFT 6554.

45.8.2 A grievant who fails to comply with established time limits at any step shall forfeit all rights to further processing relative to the grievance inquestion.

45.8.3 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.

45.8.4 Any steps in the grievance process and/or time limits may be waived by mutual consent of the parties

~~45.9~~ ~~INFORMAL GRIEVANCE~~

~~45.9.1~~ ~~The informal grievance process is initiated when the member meets with the WVMFT, AFT 6554 Grievance Officer to review the grievability of the dispute and the applicable contract articles that have allegedly been violated. They shall determine a course of action and desired outcomes.~~

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

~~If a mutual agreement has not been reached within twenty (20) working days of the initiation of the informal grievance process, the WVMFT, AFT 6554 Grievance Officer shall notify the Associate Vice Chancellor of Human Resources that the grievance is being moved to the Formal Grievance Process.~~

45.10 FORMAL GRIEVANCE

To initiate the file a formal grievance process for violations of the contract or District Administrative Procedures a Grievance Statement must be completed by the grievant or the WVMFT, AFT 6554 Grievance Officer and submitted to the Human Resources Office.

~~Within twenty (20) working days of the submission, the Human Resources Office shall notify both the appropriate Vice President and the grievant and shall send a copy of the Grievance Statement to the appropriate Vice President.~~

45.11 Level I – Vice President

45.11.1 Either party to the grievance may request a personal conference with involved parties at this level, within twenty (20) working days of the ~~notification~~ **receipt of the grievance** by the Human Resources Office in **45.10**. The appropriate Vice President shall notify the Associate Vice Chancellor of Human Resources if such a conference is to be held.

45.11.2 The appropriate Vice President or designee shall submit a written decision to the grievant within twenty (20) working days of (1) receipt of the Grievance Statement or (2) conference, whichever is later.

45.11.3 Within twenty (20) working days of the receipt of the written decision, the grievant may appeal the decision by submitting a written notification of intent to appeal to the Associate Vice Chancellor of Human Resources.

~~45.11.4 Within twenty (20) working days of the receipt of the written notification to appeal, the Human Resources office shall notify both the President and the grievant and shall send a copy of the Grievance Statement to the President.~~

45.12 Level II – President

45.12.1 Either party to the grievance may request a personal conference with involved parties at this level, within twenty (20) working days of the notification by the Human Resources Office in **45.11.3**. The President shall notify the Associate Vice Chancellor of Human Resources if such a conference is to be held.

45.12.2 The President or designee shall submit a written decision to the grievant and Associate Vice Chancellor of Human Resources within twenty (20) working days of (1) receipt of the Grievance Statement or (2) conference, whichever is later.

45.12.3 Within twenty (20) working days of the receipt of the decision, the grievant may appeal the decision by submitting a written notification of intent to appeal to the Associate Vice Chancellor of Human Resources.

45.12.4 Within twenty (20) working days of the receipt of the written notification to appeal, the Human Resources Office shall notify both the Chancellor and the grievant and shall send a copy of the Grievance Statement to the Chancellor.

45.13 Level III – Chancellor

- 45.13.1 Either party to the grievance may request a personal conference with involved parties at this level, within twenty (20) working days of the notification **of appeal to** the Human Resources Office in **45.12.4**. The Chancellor shall notify the Associate Vice Chancellor of Human Resources if such a conference is to be held.
- 45.13.2 The Chancellor or designee shall submit a written decision to the grievant and Associate Vice Chancellor within twenty (20) working days of (1) receipt of the Grievance Statement or (2) conference, whichever is later.
- 45.13.3 Within ~~twenty (20)~~ **ten (10)** working days of the receipt of the decision, the grievant may appeal the decision by submitting a written notification of intent to appeal to the Associate Vice Chancellor of Human Resources.

If the grievant is not satisfied with the decision at Level III, and if WVMFT, AFT 6554 approves and authorizes such request and action, WVMFT, AFT 6554 may, within ten (10) days, submit a request in writing for advisory arbitration to the Associate Vice Chancellor of Human Resources.

Arbitration and Board of Trustees Decision: Upon request for arbitration, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request that the San Francisco Office of the State Mediation and Conciliation Service furnish a list of names of potential arbitrators, and an arbitrator shall be selected in accordance with rules and procedures of the American Arbitration Association. The fees and expenses of the arbitrator shall be equally shared by the District and WVMFT, AFT 6554; all other expenses of the arbitrator and the arbitration hearing shall be borne by the party incurring the expenses. The arbitrator shall hear evidence and render a recommendation on the issue(s) submitted. The arbitrator's recommendation shall be based solely upon this Agreement and the evidence and arguments presented, and the arbitrator shall have no power or authority to recommend that there be any addition, subtraction or modification to or from the terms of this Agreement. The arbitrator shall submit a recommendation, and that recommendation shall be submitted to the District Board of Trustees for their consideration. The Board of Trustees may accept, reject or modify the arbitrator's recommendation.

~~45.1.1 Within twenty (20) working days of the receipt of the written notification to appeal, the Human Resources Office shall notify the Board of Trustees and shall send a copy of the Grievance Statement to each member of the Board.~~

45.14 Level IV – BOARD OF TRUSTEES

- 45.14.1 Within thirty (30) working days of the notification **of the arbitrator's recommendation or of the appeal to** Human Resources Office in ~~45.13.4~~ **45.13.3**, the Board shall, during scheduled closed session, consider the appeal. The Board or the grievant may request a conference at the next closed session.
- 45.14.2 The Board shall submit in writing its final decision to the grievant within twenty (20) working days of the closed session.

FOR THE WVMFT:

DocuSigned by:
Kate Disney
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Dated: 7/15/2021

FOR THE DISTRICT:

DocuSigned by:
Dr. Eric Ramones
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Dated: 7/15/2021