

Palomar Community College District

Grievance Complaint/Form

Grievant Name:	Department:	Date Alleged Grievance:
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Specific articles and sections of the Agreement alleged to have been violated:

Grievant's statement of alleged violation and grievance. What is the factual contention, what has occurred? Provide full facts necessary to support grievant's position (Attach additional sheets if necessary):

State full relief, remedy, or action grievant requires to resolve the alleged grievance:

Employee Signature:	Date:
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Step 1.	Manager/Supervisor/Designee, response to alleged grievance:	Date of receipt:	
		Date of response:	
		Grievance resolved:	
		Grievance denied:	
Step 2.	VPHRS/Designee, response to alleged grievance:	Date of receipt:	
		Date of response:	
		Grievance resolved:	
		Grievance denied:	
Step 3.	Superintendent/President/Designee, response to alleged grievance:	Date of receipt:	
		Date of response:	
		Grievance resolved:	
		Grievance denied:	
Step 4.	Mediation with California State Mediation and Conciliation Service, response to alleged grievance:	Date of receipt:	
		Date of response:	
		Grievance resolved:	
		Grievance denied:	
Step 5.	Binding arbitration with California State Mediation and Conciliation Service, response to alleged grievance:	Date of receipt:	
		Date of response:	
		Grievance resolved:	
		Grievance denied:	
Notes:			
<ol style="list-style-type: none"> 1. Attach all responses to this form at all levels where necessary 2. Maintain two (2) copies of all responses: one for the grievant; one for the District 3. Adhere to deadlines per Article 19.2.2 of the Agreement 			

Representation in the Grievance Procedure (Article 19.1.3 District/CCE Agreement)

1. Any employee may at any time present grievances to the District, and have such grievances adjusted without the intervention of the CCE/AFT as long as the adjustment is not inconsistent with the terms of the Agreement, and provided that the District shall not agree to a resolution of the grievance until the CCE/AFT has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
2. The CCE/AFT may represent any employee at any Step of the Formal Procedure below.

Formal Procedure (Article 19.2.2 District/CCE Agreement)

1. Step One

- a. Within thirty (30) days after the occurrence of the act or omission or within thirty (30) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor.
- b. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- c. The grievant and the immediate supervisor shall make every effort to resolve the problem(s) through consultation and informal means.
- d. The immediate supervisor shall communicate a decision to the employee in writing within ten (10) business days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next step.
- e. Within the above time limits, either party may request a personal conference with the other party.

2. Step Two

- a. In the event the grievant is not satisfied with the decision at Step One, the grievant may appeal the decision on the appropriate form to the Assistant Superintendent/Vice President, Human Resource Services, or designee within ten (10) business days.
- b. The statement of the appeal should include a copy of the original grievance, the decision rendered, and a clear, concise statement of all of the reasons for the appeal.
- c. The Assistant Superintendent/Vice President, Human Resource Services, or designee shall communicate a decision within fifteen (15) business days after receiving the appeal. The Assistant Superintendent/Vice President, Human Resource Services, or designee may request a personal conference within the above time limits. If the Assistant Superintendent/Vice President, Human Resource Services, or designee does not respond within the time limits, the grievant may appeal to the next Step.

3. Step Three

- a. In the event the grievant is not satisfied with the decision at Step Two, the grievant may appeal the decision on the appropriate form to the Superintendent/President or designee within ten (10) business days.

- b. The statement of the appeal should include a copy of the original grievance, decisions previously rendered, and a clear, concise statement of all the reasons for the appeal.
- c. The Superintendent/President or designee shall communicate a decision within fifteen (15) business days after receiving the appeal. The Superintendent/President or designee may request a personal conference within the above time limits. If the Superintendent/President or designee does not respond within the time limits, the grievant may appeal to the next Step.

4. Step Four

- a. In the event the grievant is not satisfied with the decision at Step Three, the grievant may appeal, with the written consent of the CCE/AFT, to confidential mediation with the assistant of a mediator from the California State Mediation and Conciliation Service. The appeal shall be addressed to the Assistant Superintendent/Vice President, Human Resource Services. Such appeal must be in writing and filed within ten (10) days with the Assistant Superintendent/Vice President, Human Resource Services.
- b. A mediator will meet separately or with both parties together in an effort to resolve the grievance. If the mediator is unable to resolve the grievance within fifteen (15) business days, then the grievant may move to Step Five.
- c. The fees and expenses of the mediator shall be borne equally by the CCE/AFT and the District. All other expenses shall be borne by the party incurring them.

5. Step Five

- a. If the grievance is not resolved at Step Four, the grievant or CCE/AFT may, within twenty (20) days after receipt of the Step Four response, request that the CCE/AFT submit the grievance to binding arbitration. A copy of the request to the CCE/AFT shall be forwarded to the President or designee.
- b. The CCE/AFT and the District shall attempt to agree on an arbitrator. If no agreement is reached within five (5) days, either party may request of the State Mediation and Conciliation Service a list of seven (7) names of arbitrators. Each party shall alternatively strike a name on the list until only one name remains. The first strike shall be by the CCE/AFT.
- c. The fees and expenses of the arbitrator shall be borne equally by the CCE/AFT and the District. All other expenses shall be borne by the party incurring them.
- d. The issues before the arbitrator shall be restricted to those identified in the written grievance. The arbitrator shall hear evidence and arguments as soon as possible and shall deliver to the parties within thirty (30) days a written decision on the issues submitted to him/her. The decision rendered by the arbitrator shall be binding on both parties.