

ARTICLE 13

GRIEVANCE PROCEDURE

13.1 Definitions

- A. Grievance - a formal written allegation by a unit employee aggrieved of a violation of a specific article, section, or provision of this Agreement.
 - 1. "Grievance," as defined in this Agreement, shall be brought only through this procedure.
 - 2. Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations and procedures not contained within this Agreement, must be undertaken under separate processes.
- B. Grievant - any unit employee or the exclusive bargaining representative covered by the terms of this Agreement who is aggrieved.
- C. Day - a "day" (for purposes of this "Grievance" Article) any day on which the central administrative office of the District is regularly open for business.
- D. Immediate Supervisor - the immediate supervisor is the first (1st) District-designated supervisor or manager, not within the same bargaining unit, who has immediate jurisdiction over the grievant.

13.2 Time Limits

- A. Grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure.
- B. District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.
- C. Time is of the essence in all processing of grievances.
- D. Time or procedural steps may be waived at any step by mutual agreement of CSEA and the District.

13.3 Other Provisions

- A. Unit Employee Rights - No probationary employee may use this Grievance Procedure in any way to appeal discharge. No employee shall use this Grievance Procedure to appeal any Board decision if such decision is a result of a State or federal regulatory commission or agency, or State or federal law decision.
- B. The Grievant may be represented by an employee job representative at Level I, and by a CSEA representative at all subsequent levels.
- C. Grievance Processing - Limits

1. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Grievance Procedure.
2. Any grievance or alleged grievance which occurred or is alleged to have occurred and which the grievant knew about more than ninety (90) days prior to notification at Level I with the immediate supervisor shall not be processed by the District. Requests for necessary and relevant information by the grievant and/or bargaining unit shall cause the 90-day time limit to toll until the information is provided to the requestor.

13.4 Procedural Steps

Level I - Oral

- A. Within thirty (30) days of the time an employee knew of an alleged grievance, the grievant shall orally discuss with the immediate supervisor/manager, or designee, the alleged grievance.
- B. If a satisfactory resolution is not reached within three (3) days of the oral discussion, the grievant shall present, within five (5) days thereafter, on the District grievance form attached hereto and incorporated herein as "Exhibit B," the grievance in writing to the immediate supervisor/manager, or designee, as applicable.

Level II - Written

- A. The immediate supervisor/manager, or designee, as applicable, shall communicate the decision to the grievant in writing on the grievance form within five (5) days from receipt of the written grievance from Level I.

Each Article or Section being denied shall have a written response to each stating the reason for denial.

- B. The immediate supervisor/manager, or designee, as applicable, or the grievant, may request another conference to discuss the grievance within the above time limits.

Level III - Administrator/Management

- A. In the event the grievant is not satisfied with the decision at Level II, the decision may be appealed on the grievance form to the next higher manager, or designee, within five (5) days.
- B. In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and reason for appeal.
- C. The next higher manager, or designee, shall hold a conference with the grievant, and communicate the decision to the grievant in writing on the grievance form within ten (10) days of receiving the appeal.

Level IV - President/Vice Chancellor

- A. If the grievant is not satisfied with the decision at Level III, the grievant may appeal the decision in writing within five (5) days to the appropriate President/Vice Chancellor or designee.
- B. The appeal shall include a copy of the original grievance and appeals with decision rendered, and reasons for the appeal.
- C. The appropriate President/Vice Chancellor or designee, shall hold a conference with the grievant, and communicate the decision in writing to the grievant within ten (10) days of receiving the appeal.

Level V - Chancellor

- A. In the event the grievant is not satisfied with the decision at Level IV, the decision may be appealed on the appropriate District form to the Chancellor, with or without the concurrence and participation of CSEA within five (5) days.
- B. In order to be processed or considered, the appeal shall include copies of the original grievance and decisions rendered, and reasons for the appeal.
- C. Where the grievant appeals to the Chancellor, he/she shall communicate the decision to the grievant, in writing, within fifteen (15) days of receiving the appeal. The Chancellor may hold a conference with the grievant within the above time limits.

Level VI - Arbitration

- A. Where the grievant and CSEA wish to proceed to arbitration, a request shall be made to the Human Resources Office within five (5) days of receipt of the Chancellor's decision. Should CSEA and the District be unable to mutually agree on the selection of an arbitrator, then,
 - 1. The Human Resources Office shall request a list of arbitrators from the State Mediation and Conciliation Service.
 - 2. Within five (5) days of receipt of the list, a representative of the District and a representative of CSEA shall alternately strike names from the list until only one name remains.
 - 3. Upon receiving the request to move to arbitration, the Human Resources Office shall contact the selected arbitrator to schedule a hearing at the earliest convenience of the arbitrator. The parties agree to schedule the arbitration hearing within three (3) months of the request for arbitration.

For the purpose of this section, to schedule arbitration means that the parties will contact the mutually selected arbitrator and request confirmation of a scheduled date for the arbitrator. Every effort will be made to schedule the arbitration hearing within three (3) months of the request for arbitration. Through mutual agreement, the hearing may be extended beyond the three (3) month period of time.

- 4. Arbitrator expenses, including any per diem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be shared equally by the parties. Other expenses shall be borne by the party incurring them. Neither party shall be

responsible for the expense of witnesses called by the other who are not district employees.

Unit employees shall not suffer loss of compensation for time spent during regular duty hours as a grievant, representative, or witness at a hearing held pursuant to this Procedure; however, no more than four (4) employees may participate in any one (1) grievance during working hours, whether grievant, representatives, or witnesses, unless otherwise approved in advance by the District.

5. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If either party so requests, the arbitrators shall specifically rule upon the arbitrability of issues. If the parties cannot agree upon a statement of the issue to be arbitrated, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
6. The District and CSEA agree that the jurisdiction and authority of the arbitrator may only render a decision on the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.
7. After a hearing and after both parties have had an opportunity to make written or oral arguments, the arbitrator shall submit in writing, to all parties, his or her findings and award. The award of the arbitrator shall be binding on the Board of Trustees.

B. Arbitrator's Recommendation

1. The Board shall adopt the arbitrator's recommendation at its next regular meeting after receipt, providing a minimum of ten (10) days elapses from receipt to the Board meeting.
2. The Board may meet with the grievant and representatives to discuss other alternative solutions, if the arbitrator's decision would result in a proven financial hardship for the District. Any meeting to discuss alternative solutions does not release the District from the binding award recommended by the arbitrator unless agreed to in writing by all parties.