

9.4 PROCEDURAL STEPS

9.4.1 Oral Level

Within twenty (20) days of the occurrence or of the time an employee knew or should have known of the occurrence of an alleged grievance, the employee shall ask for a meeting to discuss the alleged grievance. At the meeting the grievant and/or his or her representative will orally discuss with the supervising administrator (or designee) the alleged grievance in an attempt to resolve the grievance at the lowest level. The immediate supervisor shall be told that the meeting is the oral level step in the grievance procedure.

9.4.2 Level I – Supervising Administrator

- A. If a satisfactory resolution is not reached at the oral level within five (5) days of the oral discussion, the grievant shall, within five (5) additional days, file the grievance in writing with the supervising administrator (or designee) with a copy to the Association. The “Statement of Grievance Form” (Appendix L) is to be used when filing a written grievance.
- A. The supervising administrator (or designee) shall communicate the decision to the grievant in writing within five (5) days of receiving the grievance.
- B. Either the grievant or the supervising administrator (or designee) may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

9.4.3 Level II – College President (or designee)

- A. If the grievant is not satisfied with the decision at Level I, he/she may appeal the decision in writing within five (5) days to the College President (or designee).
- B. In order to be considered, the appeal shall include a copy of the original written grievance with decision rendered and reasons for the appeal.
- C. The College President (or designee) shall communicate the decision in writing to the grievant within ten (10) days.
- D. Either the grievant or College President (or designee) may request a personal conference within the above time limits. Any such meeting shall be by mutual agreement.

9.4.4 Level III – Chancellor

- A. In the event the grievant is not satisfied with the decision at Level II, the decision may be appealed on the appropriate approved form to the Chancellor (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(s) rendered and reasons for appeal.
- C. The Chancellor (or designee) shall communicate the decision to the grievant in writing within fifteen (15) days of receiving the appeal.

9.4.5 Level IV – Arbitration

- A. Within ten (10) days after the decision by the Chancellor (or designee) or within ten (10) days when no decision was rendered within the fifteen (15) day limit, if the grievant is not satisfied with the decision at Level III, the grievant shall make a request to the Association that the arbitration process be invoked. If a grievant is an individual faculty member, or members, a request shall then be made in writing on the appropriate form and delivered to the grievance committee of the Association or an officer of the Association. Within twenty (20) days after the decision of the Chancellor (or designee) or after no decision has been given by the Chancellor, the Association may submit the grievance to impartial arbitration by filing a request for arbitration with the Chancellor.
- B. If arbitration is requested, the grievant and the District shall attempt to agree upon an impartial arbitrator. If no agreement can be reached, they shall request the American Arbitration Association to supply a list of seven names of persons experienced in hearing grievances in community college matters. Each party shall alternately strike a name until one name remains. The remaining panel member shall be impartial arbitrator. The order of striking shall be determined by toss of a coin.
- C. The reasonable and customary fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. When requested by the association, the grievant and all necessary witnesses shall be provided release time at District expense for the time during which they are needed at the hearing. All other expenses shall be borne by the party incurring them.
- D. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. The arbitrator shall establish as early a hearing date as is practical. A date for the hearing must be selected within ninety (90) days of the date of selection of the arbitrator, or either the Association or the District may request a new arbitrator.
- E. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement between the District and the Association. If the arbitrator's

findings and conclusions establish that a monetary award is necessary to enforce the terms of the Agreement so as to fully remedy the wrong to the grievant, such an award shall be made.

- F. The decision of the impartial arbitrator shall be final and binding to the parties.
- G. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator requests a court reporter, the costs shall be shared by both parties.
- H. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses but hearings shall be conducted in a manner most conducive to determination of the truth. Any relevant evidence may be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence may be excluded. Decisions made by the Arbitrator shall not be invalidated by any informality in the proceedings, and the Arbitrator shall not be bound by technical rules of evidence.