

## **ARTICLE XVI: GRIEVANCE PROCEDURE**

### **16.1 General Provisions**

16.1.1 A "grievance" is a claim by an aggrieved party that there has been a violation, misapplication, or misinterpretation of the provisions of this Agreement.

16.1.1.1 All other matters and disputes for which there are other means of resolution are beyond the scope of this Agreement.

16.1.1.2 A "grievant" is the Association and/or a member of the Unit covered by the terms of this Agreement.

16.1.1.3 A "business day" is a day in which the central administrative office of the College District is regularly open for business.

16.1.2 **Failure to Meet Time Limits** - If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the College District. Except as provided herein, if the College District fails to respond to the grievance within the time limits at any level, the running of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

16.1.2.1 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement.

16.1.3 **CSEA Representation** - The grievant shall be entitled to representation by CSEA at all grievance meetings. In situations where CSEA has not been requested to represent the grievant, the College District will not agree to a final resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given an opportunity to state its written views on the matter. Ten (10) business days will be considered an opportunity in this instance.

16.1.4 The grievant and their representative shall have released time for processing grievances.

16.1.5 **No Reprisal** - There shall be no reprisal against a Bargaining Unit employee for filing a grievance or assisting a grievant.

16.2 **Grievance Files** - The College District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. Such grievant's file shall be kept confidential. All records used in this grievance procedure which may have derived from personnel files maintained by the College District will be returned to those files without indication that they had been used in this grievance procedure.

## **Grievance Procedure**

### **16.2.1      Informal Level (Optional)**

- 16.2.1.1      Within fifteen (15) business days of the time an employee knew or reasonably could have known of the occurrence of an alleged grievance, the employee may request an informal meeting with the immediate supervisor of the alleged grievance. This informal meeting shall be held within five (5) business days of the request.

### **16.2.2      Level 1**

- 16.2.2.1      If the grievance is not resolved at the informal level, or if the informal step is not invoked by the grievant, the grievant may file a Level 1 grievance with the Human Resources Office no later than twenty-one (21) business days after the event giving rise to the grievance or after the grievant knew or reasonably should have known of the event giving rise to the potential grievance OR fifteen (15) business days after the informal level response.

The Human Resources Office will refer the grievance to the grievant's next level administrator, or designee. Notification of the designated administrator will be provided in writing to the grievant and their representative.

- 16.2.2.2      The grievant's next higher administrator, or designee, shall hold a meeting with the grievant and the grievant's representative, if any requested, at a mutually acceptable time and location within twenty-one (21) business days after receipt of the grievance. The grievant may bring additional representative(s) to the meeting by advising the next level administrator, or designee, in advance. If the grievant(s) has/have additional representatives, the next level administrator, or designee, may have an equivalent number of additional representatives of management present at the meeting. If there are multiple grievants, the next level administrator, or designee, may have an additional representative. The next level administrator, or designee, shall respond to the grievant in writing no later than twenty-one (21) business days after the Level 1 meeting, and a copy must be provided to the Human Resources Office.

### **16.2.3      Level II**

- 16.2.3.1      In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed to the Superintendent/President, or their designee, within five (5) business days.
- 16.2.3.2      In order to be processed, the appeal shall include copies of the original grievance and any decision rendered, including the reason of the appeal.
- 16.2.3.3      The Superintendent/President, or their designee, shall communicate the decision to the grievant in writing within ten (10) business days of receiving the appeal and a copy must be provided to the Human Resources Office. Either the grievant, the Superintendent/President, or their designee, may request a

personal conference within the above time limits.

16.2.4        **Level III**        Prior to the submission of a grievance to Level IV, Binding Arbitration, either party may ask for the services of the State Mediation and Conciliation Service for mediation and recommendation. Such requests shall be made directly to either the Union President or designee, or the Human Resources office, in writing.

16.2.5        **Level IV**        **Binding Arbitration**

16.2.5.1        In the event the grievant is not satisfied with the decision at Level II, or the mediation step described in 16.2.3, if utilized, has not resulted in a settlement, CSEA shall notify the Superintendent/President that the grievance shall be submitted to a neutral arbitrator. Such notification shall be in writing and filed with the Superintendent/President within ten (10) business days after receiving the decision in Level II, or within ten (10) business days after the mediation session is held pursuant to 16.2.3. The notification must contain a written statement from CSEA agreeing to arbitration of the grievance.

16.2.5.2        Within ten (10) business days of the grievant giving notice that they want to submit their grievance to arbitration, the parties shall meet for the purpose of identifying a mutually acceptable arbitrator. If the College District and Association cannot agree on an arbitrator, a request for names shall be submitted to the State Conciliation and Mediation Service. Upon receipt of the list of arbitrators, the parties shall select one by alternately striking names from the list until one name remains. The remaining name shall become the arbitrator.

16.2.5.3        The arbitrator selected shall schedule a hearing as expeditiously as possible at a location convenient to the parties.

16.2.5.4        The arbitrator's jurisdiction shall be limited to determining whether the Collective Bargaining Agreement has been misinterpreted or misapplied and shall have no authority over disciplinary process or determinations.

16.2.5.5        The arbitrator shall neither add, detract from, nor modify the language contained in the Collective Bargaining Agreement. The arbitrator's decision will be binding and final upon the parties.

16.2.5.6        The cost of the services of the arbitrator, including the cost of the court reporter and transcripts, shall be shared equally by the parties.

16.2.5.6.1        Unless both parties agree otherwise, in the event of a cancellation or postponement of an arbitrator hearing, any cancellation or postponement fees charged by the arbitrator shall be borne by the party requesting the cancellation or postponement.