

1500 **ARTICLE 14**

1501 **GRIEVANCE PROCEDURE**

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1504 **14.1 Definitions:**

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1506 **14.1.1** Grievance – a formal written allegation by grievant aggrieved of a violation of a specific  
1507 Article, Section or provision of this Agreement.

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1509 **14.1.1.1** “Grievance” as defined in this Agreement, shall be brought only through this  
1510 procedure.

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1512 **14.1.1.2** Actions to challenge or change the policies of the District as set forth in law,  
1513 policies, rules and regulations and procedures not contained within this  
1514 Agreement, must be undertaken under separate processes.

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1516 **14.1.2** Grievant – any unit member or the exclusive bargaining representative covered by the  
1517 terms of this Agreement who is aggrieved.

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1519 **14.1.3** Day – a “day” (for purposes of this Grievance Article) any day on which the central  
1520 administrative office of the District is regularly open for business.

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1522 **14.1.4** Immediate Supervisor – the immediate supervisor is the first District- designated  
1523 administrator or classified manager as reflected in the Human Resources organizational  
1524 plan.

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1526 **14.1.5** Grievance Forms - for purposes of filing a written grievance, the grievance forms are  
1527 located in the Appendix.

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1529 **14.2 Time Limits**

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1531 **14.2.1** A grievant who fails to comply with the established time limits at any step shall forfeit all  
1532 rights to process the existing grievance.

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1534 **14.2.2** District failure to respond within established time limits at any step entitles the grievant to  
1535 proceed to the next step.

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1537 **14.2.3** Time is of the essence in all processing of grievances.

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1539 **14.2.4** Time or procedural steps may be waived at any step by mutual written agreement between  
1540 the grievant and/or CSEA and the District.

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1542 **14.3 Other Provisions**

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1544 **14.3.1** Unit Member Rights – No probationary unit member may use this grievance procedure in  
1545 any way to appeal discharge. No unit member shall use this grievance procedure to appeal  
1546 any Board decision if such decision is a result of a State or federal regulatory commission  
1547 or agency, or State or federal law decision.

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1549 **14.3.2** The grievant may be represented by a CSEA Union Steward at all levels of the grievance

1550 procedures under 14.4 below, with no loss of pay or benefits to either party.

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1552 **14.3.3** Prior to filing a grievance at Level I below, the grievant is encouraged to discuss the  
1553 grievance with their supervisor/manager or designee.

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1555 **14.3.4 Grievance Witnesses:** The District shall make available for testimony in connection with  
1556 the grievance procedure a District unit member whose appearance is requested by the  
1557 grievant or CSEA.

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1559 **14.3.5 Group Grievances:** If the grievance involves unit members with different immediate  
1560 supervisors, the grievance may be filed at Step Two.

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1562 **14.3.6 Policy Grievances:** If the grievance involves Districtwide interpretation of this  
1563 Agreement, affecting the entire bargaining unit, the grievance may be submitted by CSEA  
1564 to the Chancellor or designee.

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1566 **14.3.7 Employee-Process Grievance:** A unit member covered by this Agreement may present a  
1567 grievance directly and have such grievance adjusted without intervention of CSEA as long  
1568 as the adjustment is not inconsistent with the terms of this Agreement. CSEA shall be  
1569 provided a copy of any grievances filed by unit members directly and any responses by the  
1570 District. Prior to any resolution of any grievance, CSEA shall be provided with a copy of  
1571 the proposed resolution for review. CSEA shall be given ten (10) days to file a written  
1572 response to the proposed resolution. Any disagreement concerning whether the settlement  
1573 is inconsistent with the terms of this Agreement shall be subject to the grievance procedure.

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1575 **14.3.8 Separate Grievance File:** All materials concerning a unit member's grievance shall be  
1576 kept in a file separate from the unit member's personnel file, which file shall be available  
1577 for inspection only by the unit member the CSEA Union Steward upon permission by the  
1578 grievant and those management, supervisory, and confidential employees directly involved  
1579 in the grievance procedure.

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1581 **14.4 Procedural Steps**

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1583 **14.4.1 Informal Resolution**

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1585 **14.4.1.1** Within thirty-five (35) days after the bargaining unit member knew or reasonably  
1586 should have known of the act or omission giving rise to the grievance and before  
1587 filing a formal written grievance, the bargaining unit member should attempt to  
1588 resolve it by an informal conference with their immediate supervisor. The  
1589 bargaining unit member may pursue the informal procedure through the  
1590 immediate supervisor's chain of command. This informal procedure may be  
1591 utilized up to and including the second management level above the immediate  
1592 supervisor. If an action of the immediate supervisor is the basis for the grievance,  
1593 the bargaining unit member may initiate the informal process at the next level of  
1594 management above the immediate supervisor. The bargaining unit member may  
1595 initiate the formal level at any point in this informal procedure. The District and  
1596 CSEA, Chapter 586 agree to attempt resolving grievances at the lowest  
1597 supervisory level whenever possible.

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1599 **14.4.2 Level I – Immediate Supervisor/Manager or Designee**

1600 **14.4.2.1** Within fifteen (15) days after the most recent meeting at the informal level or  
1601 within thirty-five (35) days after the bargaining unit member knew or reasonably  
1602 should have known of the act or omission giving rise to the grievance, the grievant  
1603 shall present their grievance in writing to the immediate supervisor/manager or  
1604 designee on the District Level I grievance form. The grievance shall contain; a  
1605 clear and concise statement of the grievance; the circumstances involved; any  
1606 supporting evidence; the specific Sections of the Agreement alleged to have been  
1607 violated; the affected unit member(s); and the specific remedy sought.

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1609 **14.4.2.2** The immediate supervisor, manager or designee, as applicable, or the grievant  
1610 may request a conference to discuss the grievance within the above time limits.

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1612 **14.4.2.3** The immediate supervisor, manager or designee, shall hold a conference with the  
1613 grievant and communicate the decision to the grievant in writing on the grievance  
1614 form within ten (10) days of receiving the grievance.

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1616 **14.4.3 Level II – President or Designee**

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1618 **14.4.3.1** If the grievant is not satisfied with the decision at Level I, the grievant may appeal  
1619 the decision by completing and submitting a Level II grievance form to the  
1620 President or designee within ten (10) days.

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1622 **14.4.3.2** In order to be processed or considered, the appeal shall include copies of the  
1623 original grievance and decision rendered, if rendered, and reason for appeal.

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1625 **14.4.3.3** The President, or designee, shall hold a conference with the grievant and  
1626 communicate the decision to the grievant in writing on the grievance form within  
1627 ten (10) days of receiving the appeal and forward a copy of the response to CSEA.

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1629 **14.4.3.4** The President’s designee or the Vice Chancellor’s designee shall not be any  
1630 person who has previously ruled on the grievance at any of the previous levels.

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1632 **14.4.4 Level III – Chancellor or Designee**

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1634 **14.4.4.1** If the grievant is not satisfied with the decision at Level II, the grievant may  
1635 appeal the decision by completing and submitting a Level III grievance form to  
1636 the Chancellor or designee within ten (10) days.

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1638 **14.4.4.2** The appeal shall include a copy of the original grievance and appeals with  
1639 decision rendered, and reasons for the appeal.

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1641 **14.4.4.3** The Chancellor or designee shall communicate the decision in writing to the  
1642 grievant within fifteen (15) days of receiving the appeal. The Chancellor may hold  
1643 a conference with the grievant within the above time limits and forward a copy of  
1644 the response to CSEA.

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1646 **14.4.4.4** The Chancellor’s designee shall not be any person who has previously ruled on  
1647 the grievance at any previous level.

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1649 **14.4.5 Level IV - Arbitration**

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**14.4.5.1** Where the grievant and CSEA wish to proceed to arbitration, a request shall be made to the Vice Chancellor of Human Resources or designee within five (5) days of the receipt of the Chancellor’s or designee’s decision. Should CSEA and the District be unable to mutually agree on the selection of an arbitrator:

**14.4.5.1.1** The Vice Chancellor of Human Resources or designee shall request a list of arbitrators from the State Mediation and Conciliation Service.

**14.4.5.1.2** Within five (5) days after 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.

**14.4.5.1.3** Upon receiving the request to move to arbitration, the Vice Chancellor of Human Resources or designee 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, the “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.

**14.4.5.1.4** 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.

The grievant and the CSEA representative shall be provided reasonable release time to process a grievance without loss of pay or benefits.

**14.4.5.1.5** 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 arbitrator shall specifically rule upon the arbitrability of issues prior to the hearing on the merits of the grievance. If the parties cannot agree upon a statement of the issues to be arbitrated, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

**14.4.5.1.6** The arbitrator may only render a decision on the interpretation of the 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 perform an illegal act.

**14.4.5.1.7** 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

1701 parties, their findings and award. The award of the arbitrator shall be  
1702 binding on the Board of Trustees unless a court of competent  
1703 jurisdiction directs otherwise.

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1705 **14.4.5.2 Arbitrator’s Recommendation**

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1707 **14.4.5.2.1** The Board shall adopt the arbitrator’s recommendation at its next  
1708 regular meeting after receipt, providing a minimum of ten (10) days  
1709 have elapsed from receipt to the Board meeting.

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1711 **14.4.5.2.2** The Chancellor may meet with the grievant and representatives to  
1712 discuss other alternative solutions, if the arbitrator’s decision would  
1713 result in a proven financial hardship for the District. Any meeting to  
1714 discuss alternative solutions does not release the District from the  
1715 binding award recommended by the arbitrator unless agreed to in  
1716 writing by the District and CSEA.

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1718 **14.4.5.2.3** Any references to timelines or procedural steps as outlined in this  
1719 article may be waived based on compelling circumstances and upon  
1720 mutual agreement between CSEA and the District.