

**ARTICLE 17**  
**GRIEVANCE PROCEDURE**

17.1 **Grievance Procedure**: The District and the Union recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees and the District. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

17.1.1 **Grievance Defined**: A grievance is defined as an alleged misinterpretation, violation or misapplication of the provisions of this Agreement, or Board policy covering the terms and conditions as provided in this Agreement, or an alleged infringement of an employee's personal rights as defined in this Agreement.

17.1.2 A “grievant” is one or more workers claiming an alleged violation, misinterpretation or misapplication of a provision of this Agreement which directly affects the grieving worker or group of grieving workers. The right of the Union to submit a grievance is limited to the provisions of this Agreement delineating rights reserved exclusively to the Union.

A “group grievance” may be filed on behalf of more than one specifically named worker.

17.1.3 A “day” is any day in which the District Office of the college is open for business and the employee is scheduled to work.

17.1.4 **Informal Resolution Time Limits**: Before filing a formal written grievance, an informal discussion between an employee(s) and the immediate manager/administrator shall take place within twenty (20) working days of when the employee knows, or reasonably should have known, of the incident upon which the grievance is based in order to resolve the issue. Upon the request of either party the grievant’s immediate supervisor shall be included in such informal discussion. Time limits may be extended or waived at any level only by written agreement of the parties involved.

17.1.5 If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party.

17.1.6 The grievant may elect in writing to represent himself/herself rather than have CCEU provide representation, pursuant to applicable law.

17.2 **Procedure**:

Grievances shall be handled in the following manner:

17.2.1 **Step One**: If the grievant remains dissatisfied following the informal discussion and review, he/she may submit a written grievance within ten (10) working days

of the informal discussion to his/her manager/administrator or his/her designee. The grievance shall be submitted on a grievance form, and shall contain the following information: name of grievant; specific nature of grievance; date, time and place of occurrence; specific provision(s) of the contract alleged to have been violated; any steps that were taken to secure informal resolution including date of informal discussion; corrective actions desired; the name of any person or representative chosen by the employee to participate in the grievance procedure.

17.2.1.1 The manager/administrator or his/her designee may hold a conference within ten (10) working days of receipt.

17.2.1.2 The manager/administrator shall submit a written response to the grievant and his/her representative of the decision in the matter within ten (10) working days after the conclusion of the conference or ten (10) working days after receipt of the grievance if no conference is held.

17.2.2 **Step Two:** If the grievant remains dissatisfied following the decision at Level 1, he/she may submit the grievance within ten (10) working days after receipt of the decision from Level 1, requesting a review of the grievance by the Superintendent/President or his/her designee. Such written request shall include the original grievance, prior written decision and a statement explaining why the grievant remains dissatisfied.

17.2.2.1 The Superintendent/President or his/her designated representative may hold a conference with all interested parties on the complaint within ten (10) working days of receipt.

17.2.2.2 The Superintendent/President or designated representative shall submit a written response to the grievant and his/her representative of the decision in the matter within ten (10) working days after the conclusion of the conference or ten (10) working days after receipt of the grievance if no conference is held.

17.2.3 **Mediation Step (Optional):** If the grievance is not satisfactorily resolved at Step 2, the parties may mutually agree to non-binding mediation within 15 working days of receipt of the President's Step 2 response. The parties shall attempt to reach mutual agreement on a mediator. If they do not, they shall mutually request assignment of a mediator from the State Conciliation and Mediation Service. If, after the mediation, the grievance is still not resolved, the Union may, within 15 working days of the mediation meeting, proceed to Step 3 below.

17.2.4 **Step Three:** Hearing Officer/Binding Arbitration: If the grievance is not resolved satisfactorily at Step Two or at mediation, the Union may, within fifteen (15) working days, file with the Superintendent/President a written notice of request to appeal the grievance to a hearing officer.

- 17.2.4.1 Within ten (10) working days from the date of receipt of notice of request of appeal, the Union and the District may agree on a hearing officer or shall request that the state Conciliation Service supply a panel of five (5) names of persons qualified and available to act as a hearing officer. Within ten (10) working days of receipt of the list, the District and the Union shall alternately strike names from such a list, with the last remaining name to be the person serving as hearing officer. The party having first choice to strike a name from the list shall be determined by lot.
- 17.2.4.2 At the request of either party, proceedings shall be recorded. A party requesting a transcript shall bear the expense. However, should either party request transcripts of the hearing, a copy shall be made available to the other party at one-half the cost of preparation of the transcript.
- 17.2.4.3 The hearing officer shall make written findings of fact and a decision within thirty (30) calendar days of the conclusion of the hearing. Such decision shall be final and binding upon the parties. A copy of the decision shall be furnished to the District and the Union.
- 17.2.4.4 The hearing officer's expenses if any including a court reporter, shall be borne equally by the Union and the District. Each party shall bear the cost of its own presentation including the preparation of post hearing briefs.
- 17.2.4.5 The jurisdiction and authority of the hearing officer shall be confined exclusively to the interpretation of the explicit provisions of this contract which are at issue between the two parties. The hearing officer shall have no authority to add to, detract from, alter, amend, or modify any provision of this contract or impose on any party hereto a limitation or obligation not explicitly provided for in this contract or to alter any wage rate or wage structure. 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. The decision of the hearing officer shall be rendered after the evidence and arguments are presented by the parties in the presence of each other, or following the submission of post-hearing briefs, which shall be required upon request by the District, the Union, or the arbitrator.