ARTICLE 24 - GRIEVANCE PROCEDURE

24.1 Definitions and General Provisions

24.11 "Grievance" A grievance is an allegation that a specific and identifiable section of this Agreement has been violated.

24.111 Allegations or complaints of unlawful discrimination as listed in Article 3.1 of this Agreement will be processed under this grievance procedure as permitted under Article 3.2.

24.112 Grievances for disciplinary action, see Article 21.

24.12 "Grievant" Any Classified employee, group of Classified employees or the Federation who alleges a violation of the terms and conditions of this Agreement and thereupon initiates grievance procedures.

24.13 "Parties Directly Involved" The Grievant, any Management official who rendered a decision on the grievance, the Federation Representative and the Director of the Human Resources Department, who is the Management Contract Administration Officer.

24.14 "Days" as used herein shall mean Monday through Friday, excluding College holidays and scheduled breaks between academic terms during the 12 month academic year and shall not include the day on which a grievance is presented or appealed or decision rendered.

24.15 "The Federation Representative" shall be the Classified employee or individual authorized by the Federation to represent the interests of the Grievant and the Federation. The Grievant and the authorized Federation Representative shall be permitted to attend meetings with Management for the purposes of adjusting grievances under this Article without loss of pay when such meetings occur during the employees' regular working hours.

24.16 "The Written Statement of Grievance" shall include the Article(s) of the contract to have been violated, the factual details of the violation, the requested remedy(s) and shall be signed by the grievant.

24.17 "Copies of the Grievance Statement" shall be provided to the Federation Representative and the Director of the Human Resources Department as a part of the grievance filing process. This statement shall be the basis for the formal consideration at each step in the formal grievance procedure and shall not be materially altered when presented at subsequent steps in the formal process unless new facts or evidence appear.

24.18 "Timelines" may be extended by mutual agreement. The agreement must be in writing and include the dates to which the timelines have been extended. It will be signed by the supervisor involved or the Director of the Human Resources Department and the Federation Representative or the Grievant.

24.19 If either party fails to comply with the timelines established in this Article, the grievance shall proceed to the next step except:

24.191 If the President defaults on the timelines (Articles 24.25 and 24.32), the grievance may proceed to arbitration.
24.192 If the Federation defaults on the timelines for arbitration (Article 24.41), the grievance shall be settled.

24.20 No official grievance document nor any document related to a grievance filed by or about any employee shall be placed in the official employee file nor shall such document(s) be used in any recommendation for job placement or in the employee's annual assessment.

24.2 Individual Grievance Procedure (Individual Grievance)

Preamble: The Federation and Management agree that every attempt should be made to resolve differences informally.

24.21 Step 1: Meet with the Supervisor. The Grievant(s) shall meet with the supervisor to informally discuss the grievance. This meeting shall take place within 22 days of the event which is the subject of the grievance or knowledge thereof. All effort will be made to resolve the issue(s) of the grievance at this level. At the Grievant's request, a representative from the Federation will attend this meeting.

24.22 Step 2: Written Grievance to the Supervisor. The formal written statement of grievance (which meets the requirements of Article 24.16) shall be submitted to the Grievant's supervisor within 15 days of the informal meeting. A copy shall be provided to the Federation and to the Director of the Human Resources Department. Within 10 days of receiving the statement of grievance, a meeting between the supervisor and the Grievant shall occur. The supervisor shall answer in writing within 5 days after such meeting, providing copies to all parties directly involved (Article 24.13). The answer shall include a definitive decision and the rationale for the decision.

24.23 Step 3: Written Grievance to the Next Supervisory Level. If the Grievant is not satisfied with the action taken by the supervisor, the Grievant may within 10 days, submit the grievance to the next level of supervision. Within 10 days of receiving the statement of grievance, the administrator shall meet with the Grievant. The written decision of the administrator shall be sent to all parties directly involved (see Article 24.13) within 5 days of the meeting with the Grievant.

24.24 Step 4: Written Grievance to the Executive Officer Level. If the Grievant is not satisfied with the action taken by the administrator, the Grievant may, within 10 days, submit the grievance to the Executive Officer. Within 10 days of receiving the statement of grievance, the Executive Officer shall meet with the Grievant. The written decision of the Executive Officer shall be sent to all parties directly involved (see Article 24.13) within 5 days of the meeting with the Grievant.

24.25 Step 5: Written Grievance to the President. If the Grievant is not satisfied with the action taken by the Executive Officer, the Grievant may within 10 days submit the grievance to the President. The College President shall review the grievance statement, materials submitted during the grievance process, and responses at each step. If the President decides to take action which differs from that taken at the Step 4 level, he or she must notify the Grievant in writing within 10 business days, with copies to all parties directly involved.

24.3 Formal Grievance Procedure for a Group of Classified Employees with Different Supervisors or the Federation
24.31 **Step 1:** Written Grievance to the Director of the Human Resources Department. The written grievance shall be submitted to the Director of the Human Resources Department and to the Federation (if the Federation is not the Grievant) within 22 days of the event which is the subject of the grievance or knowledge thereof. The grievance statement shall meet the requirements of Article 24.16.

24.311 A meeting with the Director of the Human Resources Department and any executive officers who may be involved and the Grievant shall take place within 10 days of the receipt of the written grievance.

24.312 The Director of the Human Resources Department shall issue a written response within 15 days of the meeting with copies to all parties directly involved (see Article 24.13).

24.32 **Step 2:** Written Grievance to College President. If the Grievance is not satisfied with the decision of the Director of the Human Resources Department, the Grievant may within 10 business days submit the grievance to the College President. The College President shall review the grievance statement, materials submitted during the grievance process, and the responses at each step. If the President decides to take action which differs from that taken at the Step 1 level, he or she must notify the Grievant in writing within 10 business days with copies to all parties directly involved.

24.4 **Arbitration**

24.41 If the Federation is not satisfied with the action taken by the President, the Federation may within 15 days submit the grievance to binding arbitration.

24.42 The arbitrator shall be appointed by mutual consent of the parties and shall arbitrate utilizing the rules of the American Arbitration Association. The parties shall attempt to agree on an arbitrator in each case. If the parties are unable to agree upon an arbitrator within 10 days after arbitration is invoked, they then shall jointly petition the State Employment Relations Board for a list of 7 arbitrators. The parties shall select a single arbitrator from the list by alternately striking names. The parties will schedule the arbitration hearing as soon as possible. Seven days notice of the time and place of the hearing will be given to all parties.

24.43 The arbitrator will decide only the issue or issues presented by the original grievance unless otherwise agreed to by the parties. The decision of the arbitrator shall be consistent with the terms of this Agreement and shall be final and binding upon both parties and upon the Grievant, to the extent that it is within the arbitrator's authority. The arbitrator shall not be empowered to rule contrary to, to amend, to add or to eliminate any of the provisions of this Agreement. Within 25 days after completion of the hearing, the arbitrator shall render a decision.

24.431 In cases involving suspension or termination, the arbitrator may award back pay to accompany an order of reinstatement. However, the arbitrator shall not order reinstatement in a case of an alleged procedural violation of the contract when just cause is proven.

24.44 Expenses for the services of the arbitrator shall be born equally by the parties hereto. It is further agreed that the above grievance/arbiration procedure shall be final and is the sole method of settling disputes, differences or controversies arising between the parties hereto or between a Classified employee and the Board unless specifically stipulated otherwise elsewhere in the Agreement and is further agreed that the employees covered
hereunder shall be bound by any decision, determinations, agreements or settlements which may be effectuated pursuant to invoking the grievance/arbitration procedure.