

ARTICLE XIV GRIEVANCE PROCEDURE
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14.1 Definitions

14.1.1 Grievance

A "grievance" is a formal written allegation by the Union and/or an employee that he/she has been adversely affected by a violation of the specific provisions of this Agreement.

14.1.2 Grievant

A "grievant" may be any employee within the recognized negotiating unit covered by the terms of this Agreement. The Union may file a grievance alleging a violation of a specific provision of the Agreement, but must identify one or more employees adversely affected.

14.1.3 Day

A "day" is any day in which the College administrative offices are open for business, exclusive of Saturdays, Sundays, and holidays.

14.1.4 Immediate Supervisor

The "immediate supervisor" is the lowest level District employee who has supervisory authority over the grievant and who has been designated by the District to adjust grievances.

14.1.5 Complaint

A "complaint" is an allegation made by an employee that the employee has been adversely affected on an employer-employee matter not covered by this Agreement. The complaint shall be brought to the attention of the MPCEA Chapter President and Associate Dean of Human Resources on the appropriate District form.

14.2 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

14.3 Formal Level

14.3.1 Step One

Within twenty-two (22) days after the employee or union knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate District form to Human Resources, who will forward it to his/her immediate supervisor. This statement shall be a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article, section, and paragraph of this Agreement that is alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor or his/her designee shall communicate his/her decision with supporting reason(s) for that decision to the employee and Human Resources within twelve (12) days after the grievance was submitted to Human Resources.

Within the above time limits either party may request a personal conference.

14.3.2 Step Two

In the event that the grievant is not satisfied with the decision at step one, he/she may appeal the decision within ten (10) days to Human Resources, who will forward the appeal to the appropriate Dean or Vice President with administrative responsibility for the administrative unit in which the employee works. This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The administrator, or his/her designee, shall conduct an investigation into the allegations and shall communicate his/her decision to the grievant and Human Resources within ten (10) days after the step two appeal was submitted to Human Resources. Either the grievant or the administrator may request a personal conference which shall be granted within the above time limits.

14.3.3 Step Three

If the grievant is not satisfied with the decision at step two, he/she may within ten (10) days appeal the decision to Human Resources, who will forward the appeal to the District Superintendent/ President. This appeal shall be in writing and include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the second appeal.

An opportunity will be made for the grievant to have a personal conference with the President.

Within ten (10) days after the appeal is submitted to the Superintendent/President, the Superintendent/ President shall communicate his/her decision to the grievant.

14.3.4 Step Four (Mediation)

14.3.4.1 If the grievant is not satisfied with the final decision made by the Superintendent/President, the grievant may within ten (10) days of the receipt of the final decision submit a request in writing to CSEA for mediation of the dispute. Within twenty (20) days of the grievant's receipt of the final decision from the Superintendent/President, CSEA shall inform the District of its intent as to whether or not the grievance will be mediated. CSEA and the District shall attempt to agree upon a mediator. If no agreement can be reached, they shall request a mediator from the State Mediation and Conciliation Service

14.3.4.2 The mediator will as soon as possible, schedule dates with the District and CSEA to mediate the grievance. The grievant must be represented by CSEA in the mediation and may participate in the mediation if he/she wishes. The District, CSEA, and the grievant, if a participant, shall work with the mediator to attempt to reach agreement on a resolution of the grievance. If the grievant is not a participant, it is the responsibility of CSEA to communicate the results of the mediation to the grievant within ten (10) days.

14.3.4.3 The settlement at mediation shall have no authority to add to, delete, or alter any of the provisions of this Agreement.

14.3.4.4 All cost of the mediation shall be shared equally by the District and CSEA. All other costs shall be borne by the party incurring those costs.

14.3.5 Binding Arbitration

If the grievant is not satisfied with the decision rendered pursuant to step four, the grievant may submit a request in writing to CSEA for binding arbitration of the dispute. CSEA shall immediately forward a copy of the request to Human Resources.

14.3.5.1 Said request shall be made within ten (10) working days following the decision at step three.

14.3.5.2 Within ten (10) days after the request, the State Mediation Service shall be requested to supply a panel of five names. Alternate names shall be stricken by the parties until only one remains. This selection and the commencement of the arbitration process shall be reasonably expeditious, and efforts shall be made to complete the arbitration, including the hearing, within thirty (30) days of the selection of the arbitrator.

14.3.5.3 The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be borne equally by both parties. Any additional expenses shall be borne by the party incurring such expense. If the dispute is settled before receipt of the decision of the arbitrator, the costs shall be shared equally between the District and the CSEA.

14.3.5.4 The arbitrator shall have no authority to:

14.3.5.4.1 Add to, delete, or alter any of the provisions of this Agreement but shall limit his/her decision to the application and interpretation of its provisions.

14.3.5.4.2 Establish, alter or modify, or change any salary schedule.

14.3.5.4.3 Rule on the termination of services of a probationary employee, other than for layoff as provided in Article XVI, Layoff and Re-employment.

14.3.5.5 Where any grievance is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

14.3.5.6 After hearing the evidence, the arbitrator shall submit his/her findings and decision in writing to the Governing Board with copies to the grievant and CSEA.

14.4 Time Limits

14.4.1 A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this grievance procedure for the grievance in question.

14.4.2 Both parties agree to make every effort to complete the action within the specified time limits.

14.5 Other Provisions

14.5.1 Response

If the District fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next level.

14.5.2 Records

All records of the grievance proceedings shall be retained in Human Resources in a separate grievance file.

14.5.3 Time Lines

Time lines may be extended by mutual agreement.

14.5.4 Representation

Each party shall have the right to be represented by a conferee at all stages of the grievance procedure.

14.5.5 Pay

The employee, his/her representative, and witnesses, who are employees required to be absent themselves to participate directly in any step of the grievance procedure shall not suffer any loss of pay.

14.5.6 Initiate Grievance at Step Three

If a grievance arises from action or inaction on the part of a member of the administration at a level above the immediate supervisor or dean, the grievant may submit such grievance in writing to Human Resources, who will forward the grievance to the Superintendent/President and the processing of such grievance shall commence at step three. The Superintendent/President shall have the prerogative of referring the grievance to step one or step two, if, in his judgment, the grievance did not arise at a higher level.

14.5.7 Multiple Grievance

If the same grievance is filed by more than one (1) grievant at the same time, no more than two (2) grievants shall be granted release time to process the grievance. All names of the grievants shall appear on all grievance forms.

14.5.8 Administrative Direction

The grievant shall comply with administrative direction on issues related to the grievance until a formal decision is made to alter that decision.

14.5.9 Grievance Without Intervention

A grievant may at any time present a grievance in accordance with these procedures and have such grievance adjusted without the intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the District shall not agree to a resolution until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a prompt response.