ARTICLE 8

GRIEVANCE PROCEDURE

Definitions

8.1 Complaint - The term "complaint" as used in this Article shall refer to a concern of an employee which arises from the application of a term of this Agreement.

8.2 Grievance - The term "grievance" as used in this Article refers to a written allegation by an employee(s) that there has been a violation of a specific term of this Agreement.

8.3 Grievant - The term "grievant" as used in this Article refers to:

a. a permanent employee;

b. a probationary employee; and

c. a temporary employee who has been appointed for more than sixty (60) days who alleges in a grievance that he/she has been adversely affected by a violation of a specific term of this Agreement. The term "grievant" as used in this definition may also refer to the Union when the Union alleges a violation of union rights, as provided for anywhere in this Agreement.

8.4 Immediate Supervisor - The term "immediate supervisor" as used in this Article refers to the appropriate nonbargaining unit supervisory or management person to whom the employee is administratively accountable.

8.5 Representative - The term "representative" as used in this Article shall be a bargaining unit employee or representative of the exclusive representative who, at the grievant's request and expense, may be present at Levels II through IV. Representation of the employee at Level V shall be by the exclusive representative.

8.6 Respond and File - The terms "respond" and "file" as used in this Agreement refer to personal delivery or deposit in the U.S. mail. If mail delivery is used, it shall be by certified, return receipt requested mail and the certified receipt date shall establish the date of response or filing. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

Level I - Informal

8.7 An employee shall have the right to present a complaint and to have the complaint considered in good faith. The employee shall discuss the complaint with the
immediate supervisor no later than fourteen (14) days after the event giving rise to the complaint, or no later than fourteen (14) days after the employee knew or reasonably should have known of the event giving rise to the complaint.

8.8 The employee, whenever possible, shall attempt to resolve the complaint informally with the immediate supervisor. The immediate supervisor shall provide a verbal response as soon as possible after the Level I meeting. A resolution of the complaint at the informal stage shall not be precedent setting.

**Level II - Formal**

8.9 If the complaint is not resolved through Level I informal discussions, the grievant may file a Level II grievance with the immediate supervisor no later than fourteen (14) days after the Level I meeting and have the complaint considered in good faith. The grievant shall state clearly and concisely on a grievance form provided by the CSU:

a. the specific term of the Agreement alleged to have been violated;

b. a detailed description of the specific grounds of the grievance including names, dates, places, and times necessary for complete understanding;

c. the remedy sought;

d. the name and classification of the grievant and his/her signature;

e. the name of the Union Representative and union steward, if appropriate; and

f. the date of submission.

8.10 The immediate supervisor shall hold a meeting with the grievant at a mutually acceptable time and location no later than fourteen (14) days after the receipt of the grievance. The immediate supervisor shall respond to the grievant within fourteen (14) days of the Level II meeting.

**Level III**

8.11 In the event the grievance is not settled at Level II, the grievant may file the Level III grievance with the President no later than fourteen (14) days after the Level II response. The grievant shall include in the grievance a written statement indicating the reason the Level II response was unsatisfactory. Within fourteen (14) days after receipt of the Level III filing, the President shall hold a meeting with the grievant at a
mutually acceptable time and location. The President shall respond to the grievant no later than twenty-one (21) days after the Level III meeting.

8.12 The grievant shall present at Level III all issues and evidence known, or which could have been reasonably known, related to the grievance. No additional issues, amendments and/or modification to the grievance may be presented or made by the grievant after the Level III filing date.

8.13 Prior to the Level III response date, the parties may waive by mutual agreement all procedures at Level III and expedite the grievance to Level IV. Level IV time limits shall commence on the date the agreement to expedite was reached.

Level IV

8.14 In the event the grievance is not settled at Level III, the grievant may file a Level IV grievance with the Office of the Chancellor no later than fourteen (14) days after the receipt of the Level III response.

8.15 A designated individual in the Office of the Chancellor and the representative of the grievant shall schedule a conference at a mutually acceptable time and location for the purpose of reviewing the matter. The designated individual in the Office of the Chancellor shall respond no later than twenty-one (21) days after the conference.

Level V - Arbitration

8.16 In the event the grievance is not settled at Level IV, no later than twenty-one (21) days after receipt of the Level IV response, the Union may submit the grievance to arbitration by giving written notice to that effect by certified mail, return receipt requested, directed to the Office of the Chancellor. The Union and the Office of the Chancellor shall either agree on a mutually agreeable arbitrator or shall jointly request the American Arbitration Association to supply a list of names pursuant to its rules.

8.17 Upon receipt of the names of proposed arbitrators, the parties shall alternately strike names from the list until one (1) name is ultimately designated as the arbitrator. The decision as to which party strikes first shall be determined by lot.

8.18 Contract interpretation grievances with continuing financial back pay liability, and grievances alleging an unsafe work environment, shall be scheduled for hearing in arbitration in the chronological order of their appeal to arbitration. Such cases shall be scheduled for arbitration prior to the scheduling of any grievances with no continuing financial back pay liability, or any grievances which do not allege an unsafe work environment.
8.19 The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply at Level V except when the specific language of this Agreement is in conflict, in which case the specific language of the Agreement shall apply.

8.20 If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the merits of the grievance. The arbitrator may proceed to hear the merits of the grievance prior to meeting the requirements of provision 8.21h below.

a. When the grievance is found not arbitrable, the grievance shall be deemed null and void.

b. When the grievance is found arbitrable, the arbitrator shall hear the merits of the grievance.

c. Provision b. above shall not prohibit the parties from mutually agreeing to a second arbitration hearing on the merits of the grievance or from mutually agreeing to select a second arbitrator to hear the merits of the grievance.

8.21 It shall be the function of the arbitrator to rule on the specific grievance. The arbitrator shall be subject to the following limitations:

a. The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented in the hearing and upon any post-hearing briefs.

b. The arbitrator shall have no power to alter, add to, detract from or amend the provisions of this Agreement.

c. The arbitrator shall not consider any issues not raised by the parties at Level IV of this Article. The arbitrator shall not consider any evidence which was known and not raised by the parties at Level IV of this Article.

d. An arbitrator shall not make an award which will supersede the substance of the President's professional judgment on a matter within his/her responsibilities pursuant to this Agreement.

e. The award of the arbitrator may or may not include back pay less any compensation that the employee received, including unemployment compensation. Under no circumstances may interest be included in an award.

f. Under no circumstances may an arbitrator make a recommendation which either expressly or in effect recommends promotion or permanent status for an employee.

g. The standard of review for the arbitrator is whether the CSU violated, misinterpreted or misapplied a specific term of this Agreement.
h. The arbitrator's award shall be in writing and shall set forth his/her findings, reasonings and conclusions on the issues submitted.

8.22 The arbitrator's award shall be final and binding upon both parties.

8.23 Each party shall bear the expenses of preparing and presenting its own case. Expenses, wages and other compensation of any witnesses called before the arbitrator shall be borne by the party calling such witnesses. The cost for the services of the arbitrator shall be borne equally by both parties.

8.24 Any grievance filed into arbitration shall be considered withdrawn by the Union if it has not been scheduled for an arbitration hearing within sixty (60) days of the filing to arbitration from Level IV.

**General Provisions**

8.25 Failure of the grievant to comply with the time limitations of this Article shall render the grievance null and void and bar subsequent filing of this grievance. Failure by the appropriate administrator, President or designated individual in the Office of the Chancellor to timely respond under this Article shall permit the grievance to be filed at the next level.

8.26 Time limits set forth in this Article may be extended by mutual agreement.

8.27 In cases where it is necessary for the grievant or his/her representative to have access to information for the purpose of investigating a grievance, the grievant or his/her representative shall make a written request for such information to the appropriate administrator.

8.28 The processing of grievances filed and unresolved prior to the effective date of this Agreement shall proceed under the provisions of the grievance procedure as amended by this Agreement.

8.29 A decision by the Union to submit a grievance to arbitration shall automatically be a waiver of all other remedies except as provided otherwise by statute.

8.30 A grievance settled prior to arbitration shall not be precedent setting.

8.31 A grievant may withdraw a grievance at any time. The grievant shall not file any subsequent grievance on the same alleged incident.

8.32 The parties, by mutual agreement, may consolidate grievances on similar issues at any level.
8.33 Prior to filing a grievance, the potential grievant and representative, if any, shall each be provided with a reasonable amount of release time (normally one (1) hour) for grievance preparation, and reasonable time for grievance presentation at the Informal Level.

8.34 After the grievance has been filed, a representative and the grievant shall be provided reasonable release time for the purpose of preparation and presentation of the grievance.

8.35 Both parties agree that all grievance files shall be confidential. Both parties agree that specific statements made and records used in grievance meetings shall be confidential.

8.36 An employee may present grievances and have such grievances adjusted without the intervention of the Union as long as adjustment is reached prior to Level V; provided such adjustment is not inconsistent with the terms of this Agreement; and provided that the Employer will not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

8.37 A grievance may be initially filed at a level higher than Level I by mutual agreement of the grievant and the CSU.