

## ARTICLE IX – GRIEVANCE

- 9.1 Purpose: To provide a prompt, orderly, and fair means of resolving grievances at the lowest level.
- 9.2 Definitions:
  - 9.2.1 Grievance: Allegation by a grievant that there has been misinterpretation, misapplication, or violation of this agreement.
  - 9.2.2 Grievant: CRFO, a unit member, or group of unit members affected by the alleged violation of this agreement.
  - 9.2.3 Day: A day in which the central administrative office of the District is open for business, with the exception of the break between the fall and spring semesters and spring break.
- 9.3 General Provisions:
  - 9.3.1 If a grievance is not initiated or appealed by the grievant in accordance with the time limits set forth in this article, it shall be considered void or settled on the basis of the last decision rendered.
  - 9.3.2 If a decision is not reached by the District in accordance with the time limits set forth, the grievance will be automatically appealed to the next level.
  - 9.3.3 If the grievant chooses to have representation by other than CRFO, the matter shall not be covered by this grievance procedure.
  - 9.3.4 A written summary of the decision and actions taken shall be provided to CRFO at all levels. Any record(s) pertaining to a Formal Level grievance shall be kept in a file separate from the grievant's official District personnel file.
  - 9.3.5 Grievances of a similar or like nature may be joined as a single grievance by mutual agreement of the District and CRFO.
  - 9.3.6 For the purpose of this procedure, the terms "Human Resources Officer," "President/Superintendent," "Vice President," and "Grievance Officer" can also mean their respective designees.
  - 9.3.7 A formal-level grievance can be amended by either the District or CRFO if new relevant information has come to the attention of either party. Such new, relevant information can be submitted up to but not beyond the first five days of the appeal to the President/Superintendent (Step 3).
- 9.4 Process:

The following times specified may be altered by mutual written consent. Other procedures herein may also be altered for extenuating circumstances by mutual agreement.

9.4.1 Step One: Within fifteen days of the time that the grievant first knew or could reasonably be expected to have known of the event or condition upon which the alleged grievance is based, the grievant will initiate an attempt to resolve the alleged grievance with the immediate administrative supervisor. The administrator shall render a written or oral decision to the grievant within fifteen days after the initial contact from the grievant.

9.4.2 Step Two: If the grievant is not satisfied with the response (either written or oral) from the administrative supervisor, the grievant or CRFO on behalf of the grievant shall have thirty-five days to file a formal grievance with the appropriate Vice President. A copy of the formal grievance will be forwarded to the CRFO President and the Human Resources Officer. This formal, written grievance shall include:

9.4.2.1 A description of the specific factual basis for the grievance, including names, dates, and places necessary for a complete understanding of the grievance.

9.4.2.2 A listing of the article or section of the agreement alleged to have been violated or misapplied.

9.4.2.3 A statement of the nature and degree of adverse effects.

9.4.2.4 A listing of the specific remedies.

The Vice President shall render a written decision to the grievant within fifteen days after receiving the grievance.

9.4.3 Step Three: If the grievant is not satisfied with the decision of the Vice President, an appeal to the President/Superintendent may be filed by the grievant or CRFO on behalf of the grievant within fifteen days of the date the decision was rendered or should have been rendered by the Vice President. The appeal shall include a copy of all material included in Step Two, the decision and rationale thereof, and reason(s) for appeal. The President/Superintendent shall have fifteen days after receiving the appeal to render a decision and rationale thereof.

9.4.4 Step Four: If the decision of the President/Superintendent is not satisfactory to the grievant or no decision is rendered, CRFO may, within fifteen days of receipt of the notification of the decision, submit a request for arbitration. The grievance, including but not limited to disputes over procedural or substantive arbitrability, shall then be submitted to an arbitrator for advisory determination.

- 9.4.4.1 Within five days of receiving the request for arbitration, CRFO and the District will first attempt to agree upon an arbitrator. If no agreement is reached, the parties shall request the State Conciliation Service to supply a panel of seven names of persons experienced in hearing grievances in public education. Each party will alternately strike a name until only one name remains. That person will be the arbitrator. The order of striking will be by lot. Upon mutual agreement, the list of arbitrators may be obtained from the American Arbitration Association.
- 9.4.4.2 CRFO and the District shall each bear their own costs associated with representation at any step in the grievance procedure, except for the costs of the arbitrator. CRFO and the District shall share equally the costs of the arbitrator's fees and expenses and any costs for a court reporter and transcript.
- 9.4.4.3 As soon as possible after the arbitrator's selection, the arbitrator shall conduct a hearing into the matter and render written findings of fact and conclusions on all the issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers at each step. After the hearing both parties will have an opportunity to submit written briefs.
- 9.4.4.4 The arbitrator will have no power to alter, amend, add to, subtract from, or disregard any of the terms of this agreement but will recommend only if there has been a violation of this agreement. The arbitrator will be without power or authority to make any recommendation that requires the commission of an act prohibited by law or that violates the terms of this agreement.
- 9.4.4.5 The findings of fact and the recommendation of the arbitrator will be advisory to the Board of Trustees, which will make the final determination. Upon review of the record, if the Board of Trustees is unable to render a final determination on the record, the Board may reopen the record for the taking of additional evidence and may adopt its own written findings of fact and conclusions.