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## ARTICLE 7 *Exhibit 1.4*

### GRIEVANCE PROCEDURE

#### Definitions

##### 7.1

Grievance - The term "grievance" as used in this Article refers to the filed allegation by a grievant that there has been a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.

##### 7.2

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

- a. permanent employee(s);
- b. probationary employee(s);
- c. temporary employee(s) employed for more than ninety (90) consecutive days immediately prior to the event giving rise to the grievance;
- d. intermittent employee(s);

who allege(s) in a grievance that he/she/they has/have been directly wronged by a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.

The term "grievant," as used in this Article, may refer to the Union when alleging a violation, misapplication, or misinterpretation of a specific term(s) of this Agreement.

##### 7.3

Representative - The term "representative" as used in this Article shall be a Union Representative or an employee who, at the grievant's request, may be present at all levels through Level IV. Representation at Level V shall be by the Union only.

##### 7.4

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 include a proof of service by mail which 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. A copy of all responses shall be concurrently served on the grievant's representative.

#### Level I - Informal

##### 7.5

A grievant shall have the right to present a potential grievance and to have that potential grievance considered in good faith. The grievant and representative, if any, shall discuss the potential grievance with the immediate non-bargaining unit supervisor no later than thirty (30) days after the event giving rise to the potential grievance, or no later than thirty (30) days after the grievant knew or reasonably should have known of the event giving rise to the potential grievance.

##### 7.6

The grievant shall attempt to resolve the potential grievance informally with the immediate non-bargaining unit supervisor. The immediate non-bargaining unit supervisor shall provide a verbal response to the grievant as

soon as possible after the Level I meeting.

#### 7.7

A resolution of a potential grievance at the informal level shall not be precedent setting.

#### Level II - Formal

#### 7.8

If the potential grievance is not resolved at Level I, Informal, the grievant may file a Level II grievance with the appropriate administrator no later than fourteen (14) days after the Level I meeting. The grievant shall state on a grievance form agreed to by the parties and provided by CSEA:

- a. the specific term(s) of the Agreement alleged to have been violated;
- b. a detailed description of the grounds of the grievance including names, dates, places, and times;
- c. a proposed remedy;
- d. the name, classification, mailing address, and signature of the grievant;
- e. the name and telephone number of the representative, if any;
- f. the name and address of the Union, if the representative is acting as an agent of the Union; and
- g. date of submission.

#### 7.9

Failure to provide the required information in items 7.8 (a) through (g) will be grounds for the return of the grievance to the grievant. A copy of the grievance shall also be sent to the union representative handling the case and to CSEA Headquarters. If the grievance is not amended and returned within twenty-one (21) days, the grievance will be deemed withdrawn.

#### 7.10

The appropriate administrator shall hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time and location within ten (10) days after receipt of the grievance. The appropriate administrator shall respond to the grievant no later than fifteen (15) days after the Level II meeting.

#### Level III

#### 7.11

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. If a settlement is proposed at Level II, the grievant should include a written statement relevant to the settlement proposal. Within fourteen (14) days after receipt of the Level III filing, the President shall hold a meeting with the grievant and the grievant's representative, if any, 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.

#### 7.12

The grievant shall present at Level III all issues and evidence known, or which could have been reasonably known, related to the grievance. Additional issues and/or evidence which become known after the Level III meeting shall be allowed to be presented and may be cause for the grievance to be remanded to Level II based on mutual agreement of the parties. Issues and/or evidence must be made known before filing the grievance at Level V.

#### 7.13

Amendments and/or modifications to the grievance shall not be made by the grievant after the Level III filing date except as provided for in Provision 7.12.

#### 7.14

Prior to the Level III response date, the parties may, by mutual agreement, waive 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

## 7.15

In the event the grievance is not settled at Level III, the grievant may file a written request for review with the Office of the Chancellor no later than fourteen (14) days after the Level III response. The grievant shall attach a copy of the Level II and Level III responses together with any documents presented at those levels.

## 7.16

Within fourteen (14) days of receipt of the Level IV filing, the representative of the grievant shall schedule a conference, at a mutually acceptable time and location with a designated individual in the Office of the Chancellor 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. The original Level IV response from the Office of the Chancellor shall be sent to the Union representative handling the case at Level IV. A copy of the Level IV response shall be sent to the grievant as long as the grievant provides an address on the grievance form. A copy of the response shall be sent to CSEA Headquarters. If the grievant has not provided an address, the grievant's copy shall be sent to CSEA Headquarters and CSEA will deliver it to the grievant.

Level V - Arbitration

## 7.17

If the grievance has not been settled at Level IV, the Union alone may, no later than forty (40) days after the Level IV response, submit the grievance to arbitration by giving notice to that effect by certified mail, return receipt requested, directed to the Office of the Vice Chancellor for Human Resources and Operations.

## 7.18

The parties hereby designate Sara Adler, Tom Angelo, Howard Block, Norman Brand, Richard Calister, Douglas Collins, Christine Knowlton, Thomas Roberts, and Carlton Snow as members of the Arbitration Panel under this Agreement. The panel members shall be designated to serve in the order of rotation noted above, provided the panel member reached has an available day within one hundred and twenty days (120) of notification, or the parties mutually agree to a later date. Either party to the Agreement may peremptorily challenge one panel member at any time during the term of this Agreement and such panel member shall be removed from the panel and replaced with a mutually acceptable replacement. Subsequent to ratification of the Agreement the parties shall attempt to agree to one (1) additional arbitrator to be added to the panel.

## 7.19

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 7.20 below.

- a. When the grievance is found not arbitrable, the grievance shall be deemed null and void.
- b. When the grievance is found to be arbitrable, the arbitrator shall hear the merits of the grievance.
- c. Provision 7.19 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.

## 7.20

The arbitrator's award shall be in writing and shall set forth his/her findings, reasonings, and conclusions on the issue(s) submitted.

## 7.21

The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply at Level V.

## 7.22

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 issue not raised by the parties at Level IV of this Article. The arbitrator shall not consider any evidence which was known or reasonably should have been known and not raised by the parties at Level IV of this Article.
- d. Under no circumstances may an arbitrator make an award which will supersede the President's judgment on subjective business decisions.
- e. The award of the arbitrator may or may not include back pay. Any back pay award shall be less any compensation that the employee received, including unemployment compensation. Under no circumstances may interest be included in an award.
- f. The standard of review for the arbitrator is whether the CSU violated, misapplied, or misinterpreted a specific term(s) of this Agreement.

#### 7.23

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

#### 7.24

A witness who is an employee shall be excused from worktime to appear at an arbitration hearing with no loss of pay. Other expenses of any witness called before the arbitrator shall be borne by the party calling the witness.

#### 7.25

Each party shall bear the expense of preparing and presenting its own case. The cost of arbitration, excluding advocate, unilateral withdrawal, postponement, or cancellation fee, shall be borne equally by the parties.

#### 7.26

The process to schedule a grievance for an arbitration hearing shall be initiated by a written request from the representative of the Union to the designated individual in the Office of the Chancellor. The request shall be for the parties to select an arbitrator pursuant to Provision 7.18. Any grievance filed into arbitration shall be considered withdrawn by the Union if it has not been scheduled within twelve (12) months of the filing to arbitration from Level IV and no written request has been made by the Union. Within the twelve (12) months the parties shall confirm with an arbitrator that a hearing date has been set.

#### 7.27 Mediation

The parties agree to participate in a mediation for the purpose of compromising, settling, or resolving a grievance. Grievances may be subject to mediation in accordance with the following:

- a. The party requesting mediation shall request mediation within thirty (30) calendar days after the Union has filed a request for arbitration.
- b. Grievances shall not proceed to mediation except by the mutual agreement of both parties.
- c. The timelines and order of the scheduling of grievances for arbitration pursuant to this Article shall not be affected by the parties' desire to invoke mediation.
- d. The parties shall establish a panel of three (3) mediators by mutual agreement, to serve in the north and in the south and who shall serve in alphabetical rotation. The panel shall consist of Louis Zigman, Ken Cloke and Kathy Kelly. Members of the arbitration panel established pursuant to this Article shall not be eligible to serve on this mediation panel.
- e. The procedures set forth in California Evidence Code Section 1152.5 shall be applicable to mediation conducted pursuant to this Agreement.
- f. All costs of mediation shall be borne equally by both parties.
- g. The recommendations of a mediator, if any, shall be advisory only and shall not be binding upon the parties. Neither party shall attempt to enter into evidence at a subsequent arbitration hearing any recommendation(s) of the mediator.

#### General Provisions

#### 7.28

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.

7.29

Time limits set forth in this Article may be extended by mutual agreement. If the grievant, representative, if any, or appropriate administrator is on a leave for seven (7) days or more, but less than one year, the time limits shall be extended by the length of time of such leave.

7.30

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. The grievant or his/her representative shall have access to all information within the policies and procedures defining confidentiality which would assist in adjusting the grievance.

7.31

The processing of grievances filed and unresolved prior to the effective date of the Agreement may continue under the grievance procedure in effect at the time of the initial filing.

7.32

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.

7.33

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

7.34

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

7.35

The parties, by mutual agreement, may consolidate grievances on similar issues at any level.

7.36

By mutual agreement, a grievance may be filed at the level at which the authority to resolve the grievance resides.

7.37

Prior to filing a grievance, the potential grievant and representative, if any, shall each be provided with one (1) hour release time for grievance preparation and reasonable time for grievance presentation at the informal level.

7.38

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.

7.39

The procedures for securing release time for grievance processing shall be:

- a. Representatives and potential grievants shall contact the appropriate administrator if release time is required to prepare and present a grievance at the informal Level. The representative and potential grievant shall be required to cite only Provision 7.37 as a statement of need.
- b. Release time requested pursuant to Provision 7.38 shall require the citation of only Provision 7.38 as a statement of need.
- c. In either case, the appropriate administrator shall grant the contractually specified release time after considering the needs of the operation of the University.
- d. Requests for release time shall include: (1) at what time and location; and (2) the anticipated duration of the meeting.

## 7.40

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.

## 7.41

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 a written agreement then in effect; and provided that the CSU 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.

## 7.42

The procedure (Article 7, Grievance Procedure, or Article 8, Complaint Procedure) utilized by the employee at the Level III filing shall indicate a final and binding selection of procedures. Prior to the Level III filing, the employee may convert to the alternative procedure without interruption of time limits nor sequence of levels. If both a grievance and a complaint are filed at Level III on the same issue, either the grievance or the complaint shall be withdrawn prior to the Level III hearing. (This language is for clarification purposes only.)

Except as provided for in the paragraph above, an employee may not utilize both Article 7, Grievance Procedure, and Article 8, Complaint Procedure, to adjust the allegations arising from a single set of circumstances.

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