

**ARTICLE 16
GRIEVANCE PROCEDURE**

1. Definitions

- a. A "grievance" is a complaint by the grievant that he/she has been directly and adversely affected by a misapplication or violation of a specific provision of this Agreement.
- b. A "grievant" is a member of the bargaining unit (as defined by this contract) with a grievance, or CSEA. CSEA may file an individual or group grievance on behalf of an employee or employees.
- c. A "day" is any day in which the District Office or the School District is open for business.
- d. A "Supervisory/Management Team Member" is an employee in a position designated as supervisory or management by the Public Employee Relations Board.

2. Procedure

Grievances shall be handled in the following manner:

a. Level I – Informal Grievance

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with the first supervisory/management team member in the chain of command within thirty (30) days after the occurrence of the act or omission giving rise to the grievance or after he/she becomes aware or should become aware of the act or omission. Failure by a grievant to appeal the decision at Level 1 within twenty (20) days shall be deemed an acceptance of the decision.

b. Level II

If the grievant is not satisfied with the decision at the Level I conference, then within twenty (20) days after the informal conference, the grievant may present the grievance in writing on the "Grievance Form" (Attachment J) to the first supervisory/management team member in the chain of command.

This statement shall be a clear, concise statement of the specific Section of the collective bargaining agreement involved, the relevant circumstances, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor/management team member shall communicate his/her decision and reason for his/her decision in writing within ten (10) days after receiving the grievance. Failure by a grievant to appeal the decision at Level II within twenty (20) days shall be deemed an acceptance of the decision.

At Level II of the grievance procedure, the grievant may elect in writing to represent himself/herself rather than have CSEA provide representation. If the grievant elects to represent himself/herself at this level, or at any later levels, CSEA shall be relieved of any further obligation of representation.

c. Level III

If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the prescribed form to the appropriate Vice President/District Department Manager in the chain of command within twenty (20) days of the response from the first supervisory/management team member in the chain of command.

Should the grievant, and/or CSEA representative, request a conference, the Administrative Dean, Human Resources & Labor Relations or designee, grievant and/or CSEA representative shall meet at a mutually convenient time in an effort to resolve the grievance. Extensions shall be granted to accommodate such meetings. The appropriate Vice President and/or Manager may also participate in this meeting, if deemed necessary by the Administrative Dean, Human Resources and Labor Relations or designee. At such meeting, either party may request the presence of relevant witnesses including, but not limited to, supervisory/management team personnel.

The Vice President/Manager shall communicate his/her decision and reasons for his/her decision in writing on the prescribed form within ten (10) days after receiving the grievance. Failure by a grievant to appeal the decision at Level III within twenty (20) days shall be deemed an acceptance of the decision.

d. Level IV

If the grievant is not satisfied with the decision at Level III, within twenty (20) days after receipt of the Level III response, the grievant may appeal the decision on the appropriate form to the Superintendent/President or designee. The Superintendent/President or designee shall communicate, in writing, a decision within ten (10) days after receipt of the appeal. Failure, by grievant, to appeal the decision at Level IV within twenty (20) days shall be deemed an acceptance of the decision.

e. Level V

1. Within twenty (20) days of the grievant's receipt of the decision at Level IV, CSEA shall inform the District as to whether the grievance will be arbitrated. CSEA and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the State Conciliation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. The order of the striking shall be determined by lot. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator.
2. If either the District or CSEA so requests, a separate arbitrator shall be selected to hear the merits of any issue raised to determine arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until arbitrability of a grievance is determined. The process to be used in selecting an arbitrator shall be as set forth in Section a. above.

The fees and expenses of the separate arbitrator determining the arbitrability of shall be borne by the party that raised the question of arbitrability of a grievance.

3. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues so 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 thereto at each step.
4. The District and CSEA agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.

5. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the findings and award.
6. The award of the arbitrator shall be final and binding.
7. The fees and expenses of the arbitrator and the hearing shall be shared equally by the District and CSEA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.
8. By filing a grievance and processing it beyond Level IV, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level IV shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for the resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

3. **Miscellaneous**

a. **Conduct**

1. During the pendency of any grievance, the grievant shall continue the assigned functions until a resolution of the grievance is final.
2. No reprisals of any kind will be taken by the District, its employees or agents against participants in the grievance procedures by reason of such participation.

b. **Forms**

Forms for filing grievances (Attachment J), serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared by the District and made available upon request so as to facilitate operation of the grievance procedure. Preparation of grievances shall not be at the expense of the District in that use of the District equipment or extraordinary use of the District facilities shall be prohibited. The costs of preparing such forms shall be borne by the District.

c. **Grievance File**

1. While a grievance is pending, all documents, communications and records pertaining to a grievance shall be kept in a separate grievance file in Human Resources. However, materials which could be related to disciplinary matters may be put in the employee's personnel file in accordance with those conditions outlined under Education Code Section 87031. During the pendency of any proceeding, and until the final determination has been reached, all proceedings shall be private, subject to the provision of the Brown Act.
2. The "grievance file" shall be available for inspection only by the employee, administrative, management, supervisory, or confidential employees in the chain of command and/or involved in the grievance processing procedures for the District, designated agents of the District, and CSEA President, Chief Job Steward and Field Representative.

d. Released Time

The grievant, CSEA representative and any necessary witnesses shall be granted a reasonable amount of release time to attend any hearings, meetings, or to inspect personnel or grievance files required by this grievance process between the District and the grievant.

e. Special Circumstances

1. If the grievance involves employees with different immediate supervisors, the grievance may be filed at Level III. If the grievance involves employees, not all of whom have the same supervision at Level III, the grievance may be submitted at Level IV.
2. The District shall consult with CSEA regarding any dispute over a written directive interpreting any Article of the Agreement by a management employee, should CSEA request such a consultation.

f. Time Limits

1. Time limits at each level shall begin the day following receipt of written decision by the parties in interest. Such time limits can only be extended by mutual agreement by CSEA and the District except as provided in C. 6. b).
2. No management or supervisory employee shall be required to handle more than one (1) CSEA grievance at a time unless the supervisor/management team member has agreed to do so. Any additional grievances shall be handled in order of submission and the time limits shall begin to run as soon as the prior grievance has been elevated to the next level or been terminated by the grieving party(s).
3. The District shall inform the CSEA Chief Job Steward and the CSEA Field Representative in writing regarding the status of unit grievances whenever this provision applies.
4. A decision rendered at any step in these procedures becomes final and binding upon all parties unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level.

g. Distribution of District Responses to Grievance

1. If the grievance is filed by a member of the bargaining unit ("unit member"), the District response(s) to the grievance shall be distributed by the District to the unit member by certified mail and by regular mail to the CSEA Field Representative and in-house mail to the CSEA Chief Job Steward.
2. If the grievance is filed by a CSEA representative, the District response(s) to the grievance shall be distributed by the District to the unit member and the CSEA Field Representative by regular mail and to the CSEA Chief Job Steward through hand delivery and written acknowledgement of such delivery.