

1 **ARTICLE 4 - GRIEVANCES**

2 **4.1** **Definitions:** - A "grievance" is an allegation by a unit member or the Association
3 that he/she has been adversely affected by a violation, misinterpretation, or mis-application
4 of the specific provisions of this Agreement that has not been resolved through informal
5 discussion with the site administrator or immediate supervisor. The term "grievant" shall
6 include either the unit member or the Association, whichever is applicable.

7 **4.1.1** - "Days", for the purpose of this Article, will mean regular working days when
8 the District Office is open for business.

9 When used hereinafter the words "unit member" shall mean employees
10 within the bargaining unit covered hereby unless otherwise stated.

11 The "immediate supervisor" is that administrator/supervisor having
12 immediate jurisdiction over the grievant and who has been designated by the
13 District to adjust grievances.

14 **4.2** This grievance procedure shall not be used to challenge or change policies,
15 regulations, or procedures of the District which are not included in this Agreement, nor shall
16 the grievance procedure be used for other matters for which specific methods of review
17 are provided by law, District policies, rules or regulations.

18 **4.3** The purpose of this procedure is to secure, at the lowest possible administrative
19 level, solutions to problems, which may from time-to-time arise concerning the
20 interpretation and application of this Agreement.

21 **4.4** Since it is important that grievances be processed as rapidly as possible, the time
22 limits specified at each level should be considered to be maximums, and every effort should
23 be made to expedite the process. Any of the time limits set forth in this Article may be
24 waived by written agreement between the parties. Any of the levels or procedures in the
25 Article may be waived by written agreement between the parties.

26 **4.5** Every unit member shall have the right to present grievances in accordance with
27 these procedures with or without representation. Nothing contained in this Article shall be
28 construed to prevent any individual unit member from discussing a problem with a
29 representative of the District and having it resolved without filing a grievance as provided
30 herein.

31 **4.6** The failure of the grievant to act within the prescribed time limits stated in this Article
32 will act as a bar to any further appeal. The failure of the District to give a decision within
33 the time limits shall permit the grievant to proceed to the next step.

34 **4.7** In any instance where the Association is not represented in a formal grievance, the

1 District shall not agree to a resolution of the grievance until:

2 a. The exclusive representative has received a copy of the grievance and the

3 proposed solution to the grievance;

4 b. The Association has been given an opportunity to file a response within two (2)

5 days. Any proposed solution, which would change the terms of this Agreement,

6 must be agreed to by the Association.

7 **4.8** Hearings and conferences under this procedure shall be conducted at a time and

8 place which will afford an opportunity, as much as possible, for all persons entitled to be

9 present to attend and will be held, in so far as possible, after the normal duty hours of the

10 personnel involved. When such hearings and conferences are held at the request of the

11 District during the regular workday, all unit members, whose presence is required, shall be

12 released without loss of pay for those hours they are required to attend such hearings or

13 conferences. However, the District will not release, without loss of pay, more than one (1)

14 Association representative per grievance.

15 **4.9** Any investigation or handling or processing of a grievance by a grievant, or the

16 Association, shall be conducted so as to result in no interference with or interruption of the

17 instructional program or regular workflow.

18 **4.10 Association Release Time** - Association representatives may be designated by

19 the Association to take up matters pertaining to grievances. Upon request, the Association

20 shall be afforded six hundred and fifty-six (656) hours of paid release time per calendar

21 year, not to be accumulated, for investigation of grievances or other union business.

22 **4.11** Although a specific time period is provided for administrative decisions at each level

23 of the grievance procedure, it is recognized that at each level of the procedure grievance

24 claims shall be assigned consecutive numbers, based upon the time and date on which

25 written grievances are received by supervisory or administrative personnel. These

26 grievances shall be processed in a sequential manner, following a pattern that first filed will

27 be first considered. Regardless of specific time periods provided for decisions at the

28 various levels of this procedure, no supervisor or administrator will be required to consider

29 more than two grievances in any one week.

30 **4.12 Release Time - President**

31 a. The President of the Association shall be released 80% from his/her regular

32 duties to the District for the full term of this Agreement.

33 b. The President of the Association shall be contracted for the same work year as

34 the President's current position. By July 1st of each school year, the President

- 1 of the Association shall provide to the District Superintendent or designee, a
2 tentative work calendar for that school year.
- 3 c. The President of the Association shall be paid in the same manner as if the
4 person were a regular employee of the District, and shall suffer no reduction in
5 salary, step, fringe, or other benefits. If the President of the Association is absent
6 from regular duties for no more than four (4) years, the President of the
7 Association shall also be guaranteed the right to return to the site and position
8 occupied before taking office if said position would have still been available in
9 the normal course of events. If the President of the Association is absent from
10 normal duties for more than four (4) years, the same position and work calendar
11 shall be guaranteed ~~within~~ **by** the District. CSEA agrees that the District may fill
12 the President's vacated position with a substitute or short-term employee.
13 Additionally, the District may involuntarily transfer the employee serving in place
14 of the President in accordance with Article 10.5.
- 15 d. The President of the Association will receive full California Public Employees
16 Retirement System (CalPERS) service credit for all contracted work days to the
17 extent permitted by law and CalPERS.
- 18 e. The President will be eligible for overtime if they comply with the procedures for
19 signing up for the opportunity.
- 20 f. During their term of office, the President must maintain the minimum qualifications
21 for their position, including any continuing licensing and education requirements.
- 22 g. The District shall cover 70% of the costs associated in section 4.12.
- 23 h. The Association shall cover 30% of the costs associated in section 4.12. The
24 Association agrees to apply .06% of its negotiated 2022-2023 ongoing salary
25 increase, which shall cover CSEA's 30% of the costs associated in section 4.12
26 in perpetuity.
- 27 **4.13** In a case of multiple grievance claims on the same or similar issues, the District
28 may elect to hear only the first written grievance filed, and the decision rendered shall be
29 applicable to all claims on the same issue, arising from the same set of circumstances.
- 30 **4.14 Informal Level:** Before filing a formal grievance, the grievant should attempt to
31 resolve the grievance by an informal conference with the grievant's immediate supervisor.
- 32 **4.15 Level One:** Within fifteen (15) days of the event, act or omission, or when the unit
33 member could reasonably have known of the event, act or omission, the grievant must
34 present his grievance, on the appropriate District form, to his/her immediate supervisor or

1 designated representative. This statement shall be a clear, concise statement of the
2 grievance, the circumstances involved, the decision rendered at the informal conference,
3 and the specific remedy sought. The supervisor, or designated representative, shall
4 communicate his/her decision to the unit member, in writing, within ten (10) days after
5 receiving the grievance. If the supervisor, or representative, does not respond within the
6 time limits, the grievant may appeal to the next level. Within the above time limits, either
7 party may request a personal conference with the other party.

8 **4.16 Level Two:** In the event the grievance has not been satisfactorily settled at Level I,
9 the grievant may appeal the decision, on the appropriate District form, to the Assistant
10 Superintendent, Human Resources, within ten (10) days. The statement shall include a
11 copy of the original grievance, the decision rendered, a clear and concise statement of the
12 reasons for the appeal, and the specific remedy sought. The Assistant Superintendent,
13 Human Resources, shall communicate his decision within ten (10) days after receiving the
14 appeal. Either the grievant or the Assistant Superintendent, Human Resources may
15 request a personal conference within the above time limits. If the Assistant Superintendent,
16 Human Resources does not respond within the time limits, the grievant may appeal to the
17 next level.

18 **4.17 Level Three:** If the grievance is not resolved in Level II, a written notice of appeal
19 to Level III shall be served to the District within ten (10) days following the disposition of
20 the grievance in Level II. If requested by either party, the issue shall be submitted to
21 mediation. A mediator appointed by the State Conciliation Service will hear both positions
22 and render non-binding suggestions in the hope that a solution will result.

23 **4.18 Level Four:** In the event the grievance has not been satisfactorily settled at Level
24 III, the grievant may appeal to the Association, which will within ten (10) days submit a
25 request in writing to the Superintendent for binding arbitration of the dispute.

26 The Association and the District shall attempt to agree on a binding arbitrator. If no
27 agreement can be reached, they shall request the State Conciliation Service to supply a
28 panel of five (5) names of persons experienced in hearing grievances in public schools.
29 Each party shall strike a name until only one name remains. The remaining panel member
30 shall be the binding arbitrator. The order of striking shall be determined by lot.

31 The fees and expenses of the arbitrator and the hearing shall be borne equally by
32 the District and the Association. All other expenses shall be borne by the party incurring
33 them.

34 The arbitrator shall, as soon as possible, hear evidence and render a decision on

1 the issue or issues submitted to him/her. If the parties cannot agree upon a submission
2 agreement, the arbitrator shall determine the issues by referring to the written grievance
3 and the answers thereto at each step.

4 The arbitrator will have no power to add to, subtract from, or modify the terms of
5 this Agreement or the written policies, rules, regulations, and procedures of the District.

6 The arbitrator's decision must be limited to the specific issue or issues submitted to
7 him/her, and based upon the arbitrator's interpretation of meaning or application of the
8 language of the Agreement.

9 After a hearing and after both parties have had an opportunity to make written
10 arguments, the arbitrator shall submit in writing to all parties his findings and decisions,
11 which shall be binding to the Board of Education, the unit members, and the Association.

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