

ARTICLE 11
GRIEVANCE PROCEDURES

11.1 Definitions

- 11.1.1** For the purpose of this Agreement, “grievance” means a claim by the Association or a unit member that there has been a misinterpretation, misapplication, claim of breach, or violation of this Agreement.
- 11.1.2** A “day” is any day in which the central administrative office of the District is open for business.
- 11.1.3** The “immediate supervisor” is the person having immediate supervisory jurisdiction over the grievant who has been designated by the District to adjust grievance.
- 11.1.4** A “grievant” is a member of the bargaining unit or the California School Employees Association.

11.2 Step 1: Within fifteen (15) days from which the unit member believes there is cause for a grievance, the immediate supervisor shall be contacted, alone, with, or through his grievance representative, in an attempt to settle the matter. The supervisor shall respond to the unit member within ten (10) days of the meeting either orally or in writing. If, after the discussion with the immediate supervisor the unit member and/or the grievance representative do not believe the grievance has been properly adjusted, the grievance may be reduced to writing within ten (10) days of the response from the supervisor or within ten (10) days of the meeting if no response is received. The grievance statement should include the following:

- 11.2.1** A statement of the grievance clearly indicating the question raised by the grievance.
- 11.2.2** The remedy or correction requested of the District.
- 11.2.3** The date and time of presentation shall be affixed thereto, and signed as received by the immediate supervisor.
- 11.2.4** The immediate supervisor shall give a written response to the grievance within ten (10) days from the time the written grievance is received. The supervisor’s answer shall include the following:
 - 11.2.4.1** A complete statement of the supervisor’s position and the facts upon which it is based.
 - 11.2.4.2** The remedy or correction which has been offered.

11.3 **Step 2:** In the event the grievant is not satisfied with the decision at Step 1, he/she may appeal the decision to the Superintendent within ten (10) days after receiving the Step 1 decision. The written appeal shall contain the following:

11.3.1 A copy of the original grievance.

11.3.2 The decision rendered at Step 1.

11.3.3 A clear, concise statement of the reasons for the appeal.

The Superintendent shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the Association and the immediate supervisor, within ten (10) days after receiving the appeal.

11.4 **Step 3:** In the event the grievant is not satisfied with the decision at Step 2, the grievant may within ten (10) days appeal to Step 3. This step will provide mediation to assist in resolving the grievance. A state mediator or other representative from the State Mediation and Conciliation Service shall be used at no cost to either party.

11.5 **Step 4: Arbitration**

11.5.1 Should the grievant be dissatisfied with the resolution of the grievance at Step 3 the grievant may request that CSEA submit the grievance to Step 4. Within fifteen (15) days of the communication of the Superintendent or his/her designee's decision as provided for in 11.4, CSEA shall inform the grievant and the Superintendent or his/her designee of its decision.

11.5.2 Within ten (10) days of receiving notification of CSEA's decision to go to arbitration, the representative of CSEA will contact the representative of the District and they shall jointly request a list of five (5) arbitrators from the State Conciliation Service.

11.5.3 Within ten (10) days of the receipt of the State Conciliation Service list, the CSEA representative and the District representative will consider candidates until the selection of an arbitrator is accomplished by mutual consent or by using the strike off method. Formal request for the services of the selected arbitrator will be made at this meeting.

11.5.4 The arbitrator will take such time as is necessary to collect facts regarding the specific grievance. The report of the arbitrator will be submitted to the Superintendent or his/her designee and CSEA and the grievant.

11.5.5 The arbitrator's decision on the dispute shall be final and binding on the parties. The arbitrator's decision will be limited to only those alleged violations and facts raised at Steps 1 and 2 of this grievance procedure. The arbitrator shall have no power to alter the parties' agreement.

- 11.5.6 The grievant, at his/her discretion, may bring in a conferee(s) of his/her choice; however, the grievant must be physically present.
- 11.5.7 All costs of the arbitrator will be borne by the losing party. If the arbitrator's award does not clearly favor either party, the arbitrator shall specify the portion of arbitration costs to be borne by each party as part of the award. All other costs will be the burden of the party incurring them.

11.6 Representation

- 11.6.1 No unit member shall be required to be represented by the Association in processing the grievance.
- 11.6.2 A unit member may request the Association to represent him/her in all stages of the grievance procedure.
- 11.6.3 Neither the Association nor the District shall take any reprisals or unlawfully discriminate against any unit member for exercising rights under this Article.
- 11.6.4 If a unit member pursues a grievance without the intervention of the Association beyond Step 1, the grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed resolution and has been given an opportunity to file a written response.
- 11.6.5 The CSEA President and CSEA Representative shall have the authority to settle grievances on behalf of the aggrieved party(s).
- 11.6.6 The aggrieved party shall be entitled to reasonable release time to prepare and process a grievance during normal working hours.
- 11.6.7 CSEA shall not be liable for any costs incurred by any unit member who elects to represent himself/herself in the grievance procedure. Any unit member electing to represent himself/herself in this grievance procedure shall be liable for any costs incurred.

11.7 Time Limits

- 11.7.1 Failure by a grievant to meet a deadline set in this policy shall terminate the grievance and the grievant shall not have the right to re-file on the same set of facts.
- 11.7.2 Failure by the District to meet a deadline set in this policy shall allow the grievant the right to proceed to the next grievance processing level.

11.7.3 Time limits in this Article may be extended by mutual agreement between the grievant and the District.