

1 **ARTICLE 4: GRIEVANCE PROCEDURE**

2 4.1 Definitions

- 3 4.1.1 A "Grievance" is a formal written allegation by an individual unit
4 employee who has been adversely affected by a violation,
5 misinterpretation, or misapplication of the specific provisions of this
6 Agreement. This grievance procedure shall allow for class action
7 grievances. Grievances filed by more than one unit employee alleging
8 violation of the same express term of this Agreement may be
9 consolidated and processed as a class action grievance.
- 10 4.1.2 A "day" pursuant to this Article, is a day in which the central
11 administrative office of the District is open for business.
- 12 4.1.3 The "immediate manager" is the manager having jurisdiction over the
13 grievant and who has been designated by the District to adjust
14 grievances.
- 15 4.1.4 A "grievant" is a District employee in the unit covered by this
16 Agreement who is filing a grievance.
- 17 4.1.5 A "District employee" is a full-time or part-time employee receiving
18 compensation and belonging to the unit covered by the Agreement.
- 19 4.1.6 A "representative" shall mean a representative of CSEA selected by
20 the grievant to assist the employee in presenting and processing the
21 employee's grievance. An immediate manager with whom a grievance
22 is filed also may select a representative to assist in processing the
23 grievance.
- 24 4.1.7 This grievance procedure shall not be used to challenge or change
25 policies, regulations or procedures of the District which are not
26 included in this Agreement, nor shall the grievance procedure be used
27 for other matters for which specific methods of review are provided by
28 law, or District policies, rules, or regulations. Unit employees may refer
29 to the Classified Employees' Handbook for information regarding the
30 grievance procedure applicable to addressing these matters.

31 4.2 Informal Level

32 Before filing a formal written grievance, the grievant shall attempt to resolve it by
33 an informal conference with the grievant's immediate manager within ten (10)
34 days after the occurrence of the act or omission giving rise to the grievance. The
35 grievant and/or immediate manager may have a representative at the informal
36 level. The immediate manager shall communicate a decision to the employee
37 within five (5) days after the informal conference. If the immediate manager fails
38 to respond within the time limits, the grievant may file at Level I and if the
39 grievant fails to file within the specified time limits, the grievance is deemed
40 denied.

41 4.3 Formal Level

42 4.3.1 Level I

43 In the event the grievant is not satisfied with the decision at the
44 informal level, the grievant may file at Level I of the formal level by
45 presenting the grievance in writing on an appropriate District form to
the immediate manager, or designee within twenty (20) days after the

1 occurrence of the act or omission giving rise to the grievance. Failure
2 to present such grievance within the time limits shall render the
3 grievance null and void. This presentation shall be a clear, concise
4 statement of the grievance, the circumstances involved, specific
5 provisions of this Agreement allegedly violated, the decision rendered
6 at the informal conference, and the specific remedy sought. The
7 immediate manager, or designee, shall communicate a decision to the
8 grievant in writing within ten (10) days after receiving the written
9 grievance. If the immediate manager, or designee, fails to respond
10 within the time limit, the grievant may appeal to the next level and if the
11 grievant fails to appeal within the specified time limit, the grievance is
12 deemed denied.

13 4.3.2

14 Level II

15 In the event the grievant is not satisfied with the decision at Level I, the
16 grievant may appeal the decision on an appropriate District form to the
17 Director of Human Resources, or designee, within five (5) days after
18 the decision of the immediate manager. The appeal shall include a
19 copy of the original grievance, the decision rendered, and a clear,
20 concise statement of the reasons for the appeal. The Director of
21 Human Resources, or designee, shall communicate a decision within
22 ten (10) days after receiving the appeal. If the Director of Human
23 Resources, or designee, fails to respond within the time limit, the
24 grievant may appeal to the next level and if the grievant fails to appeal
25 within the specified time limit, the grievance is deemed denied.

26 4.3.3

27 Level III

28 In the event the grievant is not satisfied with the decision at Level II,
29 the grievant may appeal the decision on an appropriate District form to
30 the President/Superintendent, or designee, within five (5) days after
31 the decision of the Director of Human Resources, or designee. The
32 appeal shall include a copy of the original grievance and the decision
33 rendered, a copy of the first appeal and the decision rendered, and a
34 clear, concise statement of the reasons for the second appeal. The
35 President/Superintendent or designee, shall communicate a decision
36 within ten (10) days after receiving the appeal. If the
37 President/Superintendent, or designee, fails to respond within the time
38 limit, the grievant may appeal to the next level and if the grievant fails
39 to appeal within the specified time limit, the grievance is deemed
40 denied.

41 4.3.4

42 Level IV

43 4.3.4.1 In the event, CSEA is not satisfied with the decision at Level
44 III, CSEA shall notify the President/Superintendent in writing
45 of its request for advisory arbitration on the grievance within
twenty (20) days after the date the decision is mailed or
personally delivered to the grievant and the President of
CSEA, Chapter #161. The request shall be submitted to the
President/Superintendent's Office and must include the

1 following: (1) a copy of the first appeal and the decision
2 rendered; (2) a copy of the second appeal and the decision
3 rendered; and (3) a clear and concise statement of the
4 reason(s) for requesting advisory arbitration.

5 4.3.4.2 CSEA and the District shall attempt to agree upon an
6 advisory arbitrator. If no agreement is reached within fifteen
7 (15) days from the receipt by the President/Superintendent's
8 Office of the request for arbitration, then CSEA shall request
9 a list of arbitrators experienced in labor relations in public
10 schools from the California Mediation and Conciliation
11 Service, Los Angeles Office (CMCS). CSEA and the District
12 shall review the list and attempt to agree upon an advisory
13 arbitrator. If no agreement is reached within ten (10)
14 working days from receipt of the list, the parties will engage
15 in the striking process. In the striking process each party
16 shall alternately strike a name from a list of five (5)
17 arbitrators until one name remains. The remaining individual
18 shall be the arbitrator. The order of striking shall be
19 determined by lot.

20 4.3.4.3 The arbitrator shall hear evidence and render a
21 recommended decision on the issue or issues submitted to
22 him/her. If any question arises as to whether or not the
23 grievance can be arbitrated, the question shall be ruled upon
24 by the arbitrator prior to hearing the merits of the grievance.

25 4.3.4.4 The arbitrator shall have no power to alter, amend, change,
26 or add to or subtract from any of the terms of this
27 Agreement, and shall determine only whether or not there
28 has been a violation of this Agreement as alleged in the
29 grievance. The recommended decision of the arbitrator shall
30 be based solely upon the evidence and arguments
31 presented by the respective parties in the presence of each
32 other and upon arguments presented in written briefs.

33 4.3.4.5 The Board of Trustees shall review and consider the
34 recommendation of the Advisory Arbitrator. The Board of
35 Trustees may accept, reject, or modify the recommendation
36 of the Advisory Arbitrator. The Board of Trustees shall make
37 the final decision on the grievance, and such decision along
38 with the reason(s) for the decision shall be communicated to
39 the parties in writing. The decision by the Board of Trustees
40 shall be the final determination of the grievance and binding
41 on all parties. Nothing herein shall preclude CSEA from
42 appealing the final decision by the Board of Trustees to a
43 court of competent jurisdiction. Such venue shall be the Los
44 Angeles County Superior Court.
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1 4.3.4.6 Each party shall bear the cost of his/her counsel, any other
2 costs of presenting his/her case, and the cost of any
3 transcripts that he/she requires.

4 4.3.4.7 The cost of the arbitrator selection process and the fees and
5 expenses of the arbitrator and the hearing shall be borne
6 equally by the District and CSEA. All other expenses shall
7 be borne by the party incurring them.

8 4.4 General Provisions

9 4.4.1 Any bargaining unit employee may present grievances relating to an
10 alleged violation of the Agreement to the District and have such
11 grievances adjusted without the intervention of the Association as long
12 as the adjustment is not inconsistent with the terms of this Agreement.
13 The District shall not agree to the adjustment or resolution of the
14 grievance until the Association has received a copy of the grievance
15 and the proposed resolution, and has been given the opportunity to file
16 a written response within five (5) workdays of receipt of the grievance
17 and proposed resolution.

18 4.4.2 Failure by the District to adhere to decision deadlines constitutes the
19 right for the grievant to appeal to the next level. Failure of the grievant
20 to adhere to the submission deadlines shall mean that the grievant is
21 satisfied with the latest decision and waives any right to further appeal.
22 However, nothing shall prevent the parties from extending the dates by
23 mutual agreement.

24 4.4.3 Grievance meetings will be scheduled by the District during normal
25 work hours. The District shall provide release time with no loss of pay
26 to the grievant and one authorized representative of CSEA for only the
27 time spent in all actual grievance meeting(s) conducted by the
28 designated manager(s) or during the Advisory Arbitration hearing
29 conducted pursuant to the provisions of this Article. This shall
30 constitute "reasonable periods of release time" within the meaning of
31 Government Code 3543.1(c).

32 4.4.4 When a grievance has been filed by a unit employee the grievant may
33 terminate the grievance at any time by giving written notice to the
34 District and the District shall so notify CSEA. Failure to comply with
35 time limits to attend scheduled meetings to discuss the grievance, or to
36 provide requested information at the grievant's disposal relating to the
37 subject matter of the grievance shall be deemed a termination of the
38 grievance by the employee.

39 4.4.5 The grievant has the right to have a representative present at any step
40 of the grievance procedure. The grievant, however, shall be present at
41 each step of the grievance procedure.

42 4.4.6 No probationary or permanent unit employee may use the grievance
43 procedure in any way to appeal any disciplinary action, including but
44 not limited to dismissal, demotion, and suspension. Unit employees
45 may refer to the Classified Employees' Handbook for information
regarding disciplinary procedures.

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4.4.7 The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to the final decision of the grievance except in cases where the employee's physical safety is in jeopardy. In the event the alleged grievance involves an order, requirement, or other directive, the employee shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance except in cases where the employee's physical safety is in jeopardy. Failure to fulfill or carry out such order, requirement, or other directive by the unit employee shall render the grievance null and void and may result in disciplinary action against the employee.

4.4.8 In the event the grievant is legitimately absent from duty in accordance with a leave of absence provision of the Agreement during the time periods specified in the grievance procedure, the submission and/or appeal deadlines and scheduled meetings shall be deferred until the grievant's return to duty. In the event a management employee specified in this procedure is absent from duty during the time periods specified in this grievance procedure, the response deadlines and scheduled meetings shall be deferred until the management employee's return to duty.

4.4.9 For a grievant who is working on an alternate work schedule (other than normal hours), compensatory time off for the grievant and his/her representative (if also on an alternate work schedule) shall be provided on an hour-for-hour basis for only the time spent in all actual grievance meeting(s) conducted by the designated manager(s), or during the Advisory Arbitration hearing conducted pursuant to the provisions of this Article.

4.4.10 In the event a grievance includes an allegation(s) that a manager(s) (other than the grievant's immediate manager) violated, misinterpreted, or misapplied the specific provisions of this Agreement, the adjustment or resolution of the grievance shall include consultation with such other manager(s) as deemed necessary by the manager designated to adjust the grievance pursuant to the provisions of this Article.

4.4.11 In the event that a formal written grievance is sustained and the District fails to implement the remedy provided, then the grievant may by-pass the informal level of the Grievance Procedure (Article 4.2), and file a new grievance regarding such failure at Formal Level I in accordance with the provisions of Article 4.3.1. Any such grievance must be filed within 20 days after the occurrence of the act or omission giving rise to the grievance, and failure to present such grievance within this time limit shall render the grievance null and void.