

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

- 18.1 Definitions: For the purpose of this Agreement, the term "grievance" shall be defined as an alleged violation of the expressed written terms of this contract.
- 18.1.1 An individual employee may file a grievance.
- 18.1.2 By mutual agreement between the grievants and the District, two (2) or more similar/identical grievances may be combined into a single group grievance for purposes of processing.
- 18.1.3 The Association may file grievances.
- 18.1.4 Day: A "working day" is any day which the central administrative office of the District is open for business with the public.
- 18.1.5 Immediate Supervisor: The "immediate supervisor" is the administrator that has provided direction that the employee believes is grievable.
- 18.2 Procedure: Step I - Using the Grievance Form (Appendix E), the grievance must be filed at Level I within twenty (20) working days after occurrence of the events of circumstances which caused the grievance unless the grievant did not reasonably know of the above events or circumstances prior to the expiration of the twenty (20) working days. If a grievant believes that cause exists for a grievance, he/she shall contact the immediate supervisor alone, or with, his/her representative, in an attempt to settle the matter. The grievant shall relay to the immediate supervisor the facts on which the grievance is based, the article of the Agreement alleged to have been violated, and the requested remedy. The immediate supervisor shall have ten (10) working days to respond in writing to the informal meeting. The response will be sent to the Grievant, the CSEA Chapter President and the CSEA Labor Relations Representative.

18.3 Step II - If the grievance is not settled satisfactorily at Step I, it may be appealed to the Superintendent within ten (10) working days of the receipt of Step I answer using the Grievance Form (Appendix E). The request shall include a copy of the grievance, the decisions rendered, and a clear, concise statement of the reason for the appeal. Within ten (10) working days of receipt of the appeal from Step I, the Superintendent or his designee shall schedule a meeting. CSEA or the District may request that other representatives participate in the meeting. Either party may request that other employees be called as witnesses whose testimony is relevant to the grievance. A written disposition of the grievance shall be given by the Superintendent to the CSEA Representative if involved and the grievant within ten (10) working days following the Conference.

18.4 Step III – If the Step II grievance answer is not satisfactory, the Grievant or the Association may proceed to mediation. The Grievant or the Association shall serve the District with a written mediation notice within ten (10) working days following service of the Step II grievance answer. Upon receipt of the mediation notice, the parties (Grievant or Association, the District) shall request that the State Mediation and Conciliation Service appoint a mediator to assist in the resolution of the grievance. It is the parties' understanding that such mediators are provided at no cost to the parties, however, if costs of the services of the mediator are charged (including but not limited to per diem expenses, travel and subsistence expenses), such costs will be borne equally by the District and Association.

18.4.1 Mediation shall be limited to one (1) day in duration. Upon mutual agreement of the parties, however, the duration of any mediation session may be extended beyond one (1) day.

18.4.2 If the grievance is not resolved through mediation in Step III, the Association may, within ten (10) working days after the conclusion of the mediation, state in writing

that the grievance be submitted to Step IV.

- 18.5 Step IV - If the third step grievance answer is not satisfactory, the grievance may be appealed to the Governing Board by notifying the Superintendent, in writing, within ten (10) working days after receipt of the Step III answer. The request shall include a copy of the grievance, the decisions rendered, and a clear, concise statement of the reason for the appeal. At the first regularly scheduled Board meeting following submission of the written appeal, the grievance may be presented to the Governing Board in, at the grievant's option, either closed or public session, provided the written appeal has been made at least ten (10) working days prior to the meeting.
- 18.6 Each party shall be provided a full opportunity to present its case. The grievance hearing need not be conducted according to technical rules of evidence. Any relevant evidence shall be admitted if it is the sort of evidence upon which responsible parties are accustomed to in the conduct of serious affairs. However, no decision shall be based solely upon hearsay evidence. Within ten (10) working days following the hearing the Board shall issue a written decision including findings of fact and interpretation of the Agreement leading to its decision.
- 18.7 The Board's decision will be the final step of the grievance process.
- 18.8 If the answer is not forthcoming within the time limits established in the grievance procedure, the moving party may process the grievance to the next higher step of the grievance procedure. However, by mutual agreement, the grievant and applicable representatives of the parties may extend the time limit for a grievance for a specified period. If no answer to a grievance is forthcoming from the District within the appropriate time limits and no mutual agreement to extend the time limit in writing has been made, then the grievance will

automatically proceed to the next higher step.

- 18.9 The CSEA President and the CSEA Representative shall have the authority to settle grievances on behalf of and with the consent of the aggrieved party (ies).
- 18.10 The aggrieved party shall be entitled to reasonable release time to process a grievance during normal working hours.
- 18.11 An employee covered by this Agreement may present a grievance directly and have such grievance adjusted without intervention of the CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. The exclusive representative shall be provided copies of any grievances filed by employees directly and any responses by the District. Prior to any resolution of any grievance the exclusive representative shall be provided with a copy of the proposed decision for review. Any disagreement between the parties on whether or not the settlement is inconsistent with the terms of this Agreement shall be subject to the grievance procedure commencing at Step II. CSEA shall not be liable for any costs incurred by any employee who elects to represent himself/herself in the grievance procedure. Any employee who elects to represent himself/herself in the grievance procedure shall be liable for any cost incurred.