

Tentative Agreement

9/27/23

New Language

Delete

^{DS}


CSEA

^{DS}


WJUSD

ARTICLE 6. GRIEVANCE PROCEDURES

6.1 Definitions

6.1.1 A grievance is defined as any complaint affecting a bargaining unit employee or employees involving the interpretation, application, or alleged violation of this Agreement and any side letters and/or memorandums of understanding that are signed by both parties.

6.1.2 A grievant can be a bargaining unit member, group of employees, and/or the Association.

6.1.3 The Association Representative is defined as the President, Vice-President, ~~and/or~~ Job Stewards **and/or the CSEA Labor Relations Representative**. Bargaining unit members occupying these positions shall be designated in writing to the District following the annual elections.

6.1.4 The filing of a grievance shall in no way delay or interfere with the right of the District to proceed in implementing any District action or work, except where unusual or abnormal safety hazards have been determined to exist.

6.1.5 The bargaining unit member may, at their choosing, be represented by an authorized Association Representative at any step of the grievance procedure.

6.2 Purpose

6.2.1 The purpose of this procedure is to secure equitable solutions to alleged contract violations.

6.3 Informal Procedure

6.3.1 Prior to submitting a formal written grievance, bargaining unit members **will meet** ~~are strongly encouraged to have a discussion with their immediate supervisor~~ **to discuss the issue. The intent of the informal meeting is to attempt** to reach resolution at the lowest possible level. ~~If no resolution is reached, a written grievance shall be submitted to the Assistant Superintendent, Human Resources or designee within twenty (20) days after the grievant knew or reasonably should have known about the occurrence giving rise to the grievance.~~

~~6.3.2 The bargaining unit member may, at their choosing, be represented by an authorized representative of the Association at any step of the grievance procedure.~~

Tentative Agreement

9/27/23

New Language

Delete

^{DS}
TF

CSEA

^{DS}
ME

WJUSD

~~6.3.3~~ **6.3.2** The written grievance shall be filed on the appropriate District grievance form. The form shall include (1) a description of the specific grounds for the grievance, (2) a listing of the provisions of the Agreement which are alleged to have been violated, and (3) a statement of the action(s) requested of the District which will resolve the grievance.

6.3.4 **6.4** Formal Level 1

~~6.3.4.1~~ **6.4.1** If no resolution is reached at the informal level, a written Level 1 grievance shall be submitted to the immediate supervisor within thirty (30) days after the grievant knew or reasonably should have known about the occurrence giving rise to the grievance. The grievance form shall be submitted to the Assistant Superintendent, Human Resources or designee by the grievant.

~~6.4.2~~ **3.4.2** The Level 1 grievance shall be filed on the appropriate District grievance form (Appendix E). The form shall include: (1) a description of the specific grounds for the grievance, (2) a listing of the provisions of the Agreement which are alleged to have been violated, and (3) a statement of the action(s) requested of the District which will resolve the grievance.

6.4.3 Within ten (10) days after the receipt of the written grievance by the Assistant Superintendent, Human Resources or designee, the immediate supervisor shall schedule a meeting with the grievant. The supervisor shall provide the grievant, the Association and the Assistant Superintendent, Human Resources or designee a copy of their written decision within ten (10) days of the meeting.

~~6.4.3.4.3~~ **6.4.3.4.3** Within ten (10) days of the meeting, the supervisor shall provide the grievant, the CSEA Chapter President, and the Assistant Superintendent, Human Resources or designee a copy of their written decision via electronic mail. A Level 2 grievance may be filed within ten (10) days of receipt of the immediate supervisor's written decision, or within twenty (20) days of the Level 1 meeting if no written decision is received.

6.3.5 **5** Formal Level 2

~~6.3.5.1~~ **6.3.5.1** . A Level 2 grievance may be filed within ten (10) days of receipt of the immediate supervisor's written decision, or within twenty (20) days of the Level 1 meeting if no written decision is received. The Level 2 grievance shall be filed on the appropriate District grievance form (Appendix E). Within ten (10) days after the receipt of the Level 2 written grievance by the Assistant Superintendent, Human Resources or designee, shall meet with the grievant and up to two (2) representatives of the Association, one of whom may be the Labor Relations Representative. Upon mutual agreement of the

Tentative Agreement

9/27/23

New Language

Delete

^{DS}


CSEA

^{DS}


WJUSD

~~parties, additional Association Representatives may be invited to the meeting.~~

6.3.5.2 Within ten (10) days after the receipt of the Level 2 written grievance, the Assistant Superintendent, Human Resources or designee, shall meet with the grievant and up to two (2) representatives of the Association, one of whom may be the Labor Relations Representative. Upon mutual agreement of the parties, additional Association Representatives may be invited to the meeting.

6.5.3 Within ten (10) days following the meeting, the Assistant Superintendent, Human Resources or designee shall submit a written decision to the grievant, **the CSEA Chapter President, and CSEA Labor Relations Representative, via electronic mail** ~~and the Association.~~

~~6.3.5.3 A Level 3 grievance may be filed within ten (10) days of receipt of the Assistant Superintendent, Human Resources or designee's written decision, or within twenty (20) days of the Level 2 meeting if no written decision is received.~~

6.3.6 Formal Level 3

6.3.6.1 A Level 3 grievance may be filed within ten (10) days of receipt of the Assistant Superintendent, Human Resources or designee's written decision on the Level 2 grievance, or within twenty (20) days of the Level 2 meeting if no written decision is received. The Level 3 grievance shall be filed on the appropriate District Grievance form (Appendix E).

6.6.2 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 for 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 the Association.

6.3.6.23 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 day.

6.3.6.43 If the grievance is not resolved through mediation in Level 3, the Association may, within ten (10) days after the conclusion of the mediation, state in writing that the grievance be submitted to binding arbitration.

Tentative Agreement

9/27/23

New Language

Delete

^{DS}


CSEA

^{DS}


WJUSD

6.3.7 **Formal** Level 4

6.3.7.1 The parties shall jointly request that the California State Mediation and Conciliation Service provide a list of seven (7) names of arbitrators. The parties shall alternately strike the names of the arbitrators on the list until only one (1) remains, who shall serve as the arbitrator. The order of striking shall be determined by lot.

6.3.7.2 The arbitrator shall be without any authority to modify, change or alter the terms of this Agreement.

6.3.7.3 All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses, and the cost of any hearing room, shall be borne equally by the District and the Association. The proceeding shall be recorded by a certified reporter, and the cost for this service shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.

6.3.7.4 The decision of the arbitrator shall be binding on the parties.

6.84 **Miscellaneous Provisions**

6.48.1 The Association may file a grievance at Level 2 of the grievance procedure if, in the opinion of the Association: the alleged violation involves a group of employees rather than a single employee, or if the grievant(s) have more than one (1) supervisor. In submitting such a grievance, the Association shall clearly indicate on the written grievance submitted that it is bypassing Level 1 of the grievance procedure.

6.48.2 No bargaining unit member shall suffer any reprisal for making use of any provisions of this Article.

6.48.3 The grievant shall be granted reasonable release time to prepare the initial grievance at their work site and as required to process the grievance. The grievant shall notify their immediate supervisor at least one (1) day in advance.

6.48.4 The Association Representative shall be granted reasonable release time as necessary to investigate and/or process a grievance. The representative shall notify their immediate supervisor at least one (1) day in advance of any requested release time.

6.48.5 The Association shall be provided copies of any grievance filed by bargaining unit members.

Tentative Agreement

9/27/23

New Language

Delete

^{DS}


CSEA

^{DS}


WJUSD

6.4.8.6 All records concerning a bargaining unit member's grievance shall be in a file separate from the bargaining unit member's personnel file to assure confidentiality. It shall be available for inspection only by the bargaining unit member, their representative, and management/confidential employees directly involved in the grievance procedure.

6.4.7 An extension of any time limit may be made by mutual written consent of the parties.

Tentative Agreement

9/27/23

New Language

~~Delete~~

CSEA

WJUSD

^{DS}
TF

^{DS}
UME

APPENDIX E

**WOODLAND JOINT UNIFIED SCHOOL DISTRICT
CSEA ARTICLE VI 6
GRIEVANCE FORM**

The **written** Formal **Level 1** grievance **shall** ~~must~~ be initiated within 30 days after the grievant knew or reasonably should have known about the occurrence giving rise to the grievance.

INFORMAL LEVEL MEETING

SECTION 1: TO BE COMPLETED BY GRIEVANT

Grievant's Name: _____ Site/Department: _____

Immediate Supervisor: _____ Meeting Date: _____

Article of alleged violation, misinterpretation or misapplication: _____

Date of alleged violation, misinterpretation or misapplication: _____

Cite the issue:

Grievant's Signature

Date

Supervisor's Signature

Date

Tentative Agreement

9/27/23

New Language

~~Delete~~

CSEA

WJUSD

^{DS}
TF

^{DS}
ME

FORMAL LEVEL 1

The written Formal Level 1 grievance shall be initiated within 30 days after the grievant knew or reasonably should have known about the occurrence giving rise to the grievance.

SECTION 1: TO BE COMPLETED BY GRIEVANT

Article of alleged violation, misinterpretation or misapplication: _____

Date of alleged violation, misinterpretation or misapplication: _____

Statement of Grievance: (Include a clear and concise statement of the facts, the circumstances involved, including names, dates and places as appropriate.)

State the Specific Remedy Desired:

Name of Representative (if any): _____

Grievant's Signature **Date** **CSEA Representative Signature (if applicable)**

SECTION 2: TO BE COMPLETED BY THE IMMEDIATE SUPERVISOR

Date and Time Received by the Immediate Supervisor: _____

Meeting Date Between Grievant and Immediate Supervisor: _____

Immediate Supervisor's Response:

Immediate Supervisor's Signature **Date**

Within ten (10) days of the meeting, the supervisor shall provide the grievant, the CSEA Chapter President, and the Assistant Superintendent, Human Resources or designee a copy of their written decision via electronic mail.

Tentative Agreement

9/27/23

New Language

~~Delete~~

CSEA

WJUSD

^{DS}
TF

^{DS}
ME

FORMAL LEVEL 2

The Formal Level 2 grievance may be filed within ten (10) days of receipt of the immediate supervisor's written decision on the Level 1 grievance.

SECTION 1: TO BE COMPLETED BY GRIEVANT

Article of alleged violation, misinterpretation or misapplication: _____

Date of alleged violation, misinterpretation or misapplication: _____

Statement of Grievance: (Include a clear and concise statement of the facts, the circumstances involved, including names, dates and places as appropriate.)

State the Specific Remedy Desired:

Name of Representative (if any):

Grievant's Signature **Date** **CSEA Representative Signature (if applicable)**

SECTION 2: TO BE COMPLETED BY ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES OR DESIGNEE

Date and Time Received by the Assistant Superintendent of Human Resources: _____

Meeting Date Between Assistant Superintendent and Grievant: _____

Assistant Superintendent's Response:

Assistant Superintendent's Signature **Date**

Within ten (10) days of the meeting, the Assistant Superintendent, Human Resources or designee shall submit a written decision to the grievant, the CSEA Chapter President, and the CSEA Labor Representative via electronic mail.

Tentative Agreement

9/27/23

New Language

Delete

CSEA

WJUSD

^{DS}
TF

^{DS}
ME

FORMAL LEVEL 3 (Mediation)

A level 3 grievance may be filed within ten (10) days of receipt of the Assistant Superintendent's, Human Resources, or designee's written decision on the Level 2 grievance.

SECTION 1: TO BE COMPLETED BY GRIEVANT

Article of alleged violation, misinterpretation or misapplication: _____

Date of alleged violation, misinterpretation or misapplication: _____

Statement of Grievance: (Include a clear and concise statement of the facts, the circumstances involved, including names, dates and places as appropriate.)

State the Specific Remedy Desired:

Name of Representative (if any): _____

Grievant's Signature Date CSEA Representative Signature (if applicable)

SECTION 2: TO BE COMPLETED BY ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES OR DESIGNEE

Date and Time Received by the Assistant Superintendent of Human Resources: _____

Assistant Superintendent's Signature Date

If the grievance is not resolved through mediation in Level 3, the Association may, within ten (10) days after the conclusion of the mediation, state in writing that the grievance be submitted to binding arbitration.

Tentative Agreement

9/27/23

New Language

~~Delete~~

CSEA

WJUSD

^{DS}
TF

^{DS}
ME

FORMAL LEVEL 4 (Arbitration)

The Level 3 grievance form shall be attached to this form by the CSEA representative.

CSEA wishes to submit the grievance to binding arbitration.

CSEA Representative Signature

Date

Date and Time Received by the Assistant Superintendent of Human Resources: _____

Assistant Superintendent's Signature

Date

Tentative Agreement

9/27/23

New Language

Delete

CSEA

WJUSD

^{DS}
TF

^{DS}
ME

**Directions for the Use of the Article 6
Grievance Form**

INFORMAL LEVEL MEETING:

Grievant meets with immediate supervisor in an attempt to resolve issues. If issues are resolved, no further steps are necessary and no paperwork is filled out.

If issues are **not** resolved, complete the information for "Informal Level Meeting" and proceed to FORMAL LEVEL 1.

FORMAL LEVEL 1:

Complete the information required for FORMAL LEVEL 1 and shall include any meeting information from the INFORMAL LEVEL.

The completed form shall be submitted to the **immediate supervisor** ~~Director of Employee Relations~~ within 30 days after the grievant knew or reasonably should have known about the occurrence, giving rise to the grievance.

~~The Director of Employee Relations will provide the supervisor with a copy of the completed form. The grievant shall make a copy of the completed grievance and retain said copy for their his/her records. Within ten (10) days after receipt of the written grievance, the immediate supervisor shall schedule a meeting with the grievant, and if requested, a an authorized Association representative. of the Association in an effort to resolve the grievance within ten (10) days after receiving written notification of the grievance.~~

Following that meeting, the supervisor will provide the grievant, the **CSEA Chapter President, and the Assistant Superintendent, Human Resources or designee a copy of their written decision via electronic mail.** ~~Association and the Director of Employee Relations, with a written response to the grievance within ten (10) days following days following this meeting.~~

FORMAL LEVEL 2:

A Level 2 grievance may be filed within ten (10) days of the receipt of the immediate supervisor's written decision or within twenty (20) days of the Level 1 meeting if no written decision is received.

Within ten (10) days after receipt of the Level 2 grievance, the **Assistant Superintendent, Human Resources or designee** ~~Director of Employee Relations~~ shall meet with the grievant and up to two representatives of the Association **one of whom may be the Labor Relations Representative.**

The **Assistant Superintendent, Human Resources** ~~Director of Employee Relations~~ shall submit a written decision within ten (10) days following the meeting to the grievant, **the CSEA Chapter President, and CSEA Labor Relations Representative, via electronic mail.** ~~and the Association.~~

Tentative Agreement

9/27/23

New Language

Delete

CSEA

WJUSD

^{DS}
TF

^{DS}
ME

FORMAL LEVEL 3: (Mediation)

A Level 3 grievance may be filed within ten (10) days of the receipt of the ~~Director's~~ **Assistant Superintendent's, Human Resources or designee's** written decision, or within twenty (20) days of the Level 2 meeting if no written decision is received.

The District shall request that the State Mediation and Conciliation Service appoint a mediator. Mediation shall be limited to one (1) day, unless extended by mutual agreement.

FORMAL LEVEL 4: (Arbitration)

If the grievance is not resolved through mediation in Level 3, the Association may within ten (10) days after the conclusion of mediation, state in writing that the grievance be submitted to binding arbitration.