

Tentative Agreement 2024-2025
California School Employees Association and its Davis Chapter No. 572 (CSEA)
and the Davis Joint Unified School District (District)

The District and CSEA acknowledge that the article below will replace the current Article VII in the Agreement between DJUSD and CSEA Chapter #572 in its entirety.

ARTICLE VII – GRIEVANCE PROCEDURES

DEFINITIONS

7.0 Grievance: A "grievance" is a written allegation submitted by a bargaining unit member or CSEA with sufficient facts describing that there has been a violation, misapplication or misinterpretation of the specific provisions of this Agreement. Other matters for which a specific method of review is provided by law, the rules and regulations of the administrative regulations and procedures of the District, are not within the scope of this procedure.

7.1 Grievant: A "grievant" may be CSEA or any bargaining unit member covered by the terms of this Agreement.

7.2 Day: A "day" is any day on which the central administrative office of the District is open for business.

7.3 Immediate Supervisor: The "immediate supervisor" is the administrator having immediate jurisdiction over the grievant.

GENERAL

7.4 The purpose of this procedure is to secure at the lowest possible administrative level a resolution of the grievance.

7.5 The time limits specified should be considered firm but may be extended by mutual agreement in writing.

7.5.1 If the district fails to respond within the timelines allocated the grievance will automatically proceed to the next level.

7.6 Bargaining unit members are entitled to a representative of CSEA at all levels of the grievance process.

GRIEVANCE PROCEDURE

7.7 INFORMAL LEVEL

7.7.1 Before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with the grievant's immediate supervisor. Either the grievant or immediate supervisor may have a witness present at said informal conference providing reasonable advance notice is given to the other party. The CSEA representative will be appointed by CSEA. The Labor Relations

Representative may attend in addition to the CSEA representative. In no instance shall a grievance be filed longer than thirty (30) days after the actual occurrence of the act or omission, or from the date the grievant reasonably should have become aware of the act or omission.

7.8 FORMAL LEVELS

7.8.1 Formal Level One: Immediate Supervisor

7.8.1.1 If the informal conference does not resolve the grievance and the grievant wishes to initiate a formal grievance, they must do so within ten (10) days after the informal conference.

The grievant and/or CSEA must present the employee's grievance in writing on the form attached hereto (Appendix I) to the employee's immediate supervisor. The statement shall be a clear, concise statement of the grievance, the circumstances involved, including the specific contract provisions violated, the result of the informal conference, and the specific remedy sought. A copy of the grievance shall be submitted to the Chapter President and the Labor Relations Representative.

7.8.1.2 Either party may request a personal conference with the other party. The immediate supervisor shall communicate the supervisor's decision to the employee and CSEA Labor Relations Representative in writing within ten (10) days after receiving the formal grievance. This concludes Level One.

7.8.2 Formal Level Two: Office of the Associate Superintendent

7.8.2.1 If the grievance is not resolved after Formal Level One, the grievant and/or CSEA may, within ten (10) days of the response to Formal -Level One, appeal the decision in writing on the form attached hereto (see Appendix I) to the Associate Superintendent or designee.

7.8.2.2 The Associate Superintendent or designee shall meet with the grievant within ten (10) days to resolve the grievance, if practicable, or discuss other resolution methods. After that meeting, the Associate Superintendent or designee has seven (7) days to respond in writing to the grievant's written, Formal Level Two. A copy of the response will also be sent to the CSEA President and the CSEA Labor Relations Representative. With the Level II response, the Associate Superintendent or designee will include a copy of the original grievance and the formal Level I response. This concludes Level Two.

7.8.3 Formal Level Three: Mediation

7.8.3.1 If the grievance is not resolved after Formal Level Two, the grievant and/or CSEA may, within ten (10) days of the response to Formal Level

Two, request formal mediation in writing to the Associate Superintendent or designee. The mediator shall be mutually agreed upon from the State Mediation and Conciliation Service (SMCS).

- 7.8.3.2 The mediator shall be assigned based on availability considering the schedule of all parties. The mediator shall attempt to resolve the dispute and assist the parties in reaching a resolution in writing within twenty (20) days of the mediation appointment. If no resolution is reached, the mediator shall issue notice to the parties. This concludes Level Three.
- 7.8.3.3 Other than the costs for the mediator which are to be borne equally, if any, each party shall pay its own costs.

7.8.4 Formal Level Four: Binding Arbitration

- 7.8.4.1 If the grievance is not resolved after Formal Level Three, CSEA may, within ten (10) days of the response to Formal Level Three, inform the Associate Superintendent that CSEA wants to take part in binding arbitration. If the grievant is not CSEA, the grievant must, and shall be solely responsible for, requesting that CSEA take part in binding arbitration sufficiently in advance of the ten (10) day time limit above to allow CSEA to determine whether or not to move the grievance forward to binding arbitration.
- 7.8.4.2 Within sixty (60) days after CSEA submits the grievance for binding arbitration it will complete its internal processes for authorizing binding arbitration of the grievance and payment of its share of the costs of the arbitration as specified in this article. CSEA shall notify the District of the results of its internal processing of the grievance upon completion of the process. CSEA will have the sole authority to deny or approve a unit member's request to move the grievance forward to arbitration. If CSEA denies the grievance moving to arbitration, the District will consider the grievance process concluded. CSEA will notify the District in writing of its decision if the unit member's request to move the grievance to arbitration is denied by CSEA.
- 7.8.4.3 Within ten (10) days of CSEA's proceeding to Formal Level Four, the parties agree to request from the State Mediation and Conciliation Service (SMCS) a list of five (5) arbitrators qualified to resolve grievances in public schools in California. The order of striking shall be determined by lot with each party alternately striking the names of the arbitrators on the list until only one (1) remains, who shall serve as the arbitrator. If either the District or CSEA wants to reject the entire list before striking, a request for another panel will be forwarded to SMCS. Rejection of the hearing officers list may only be made once by either party. If for some reason the arbitrator chosen cannot serve, a new list shall be requested from SMCS and the above process begins again.

- 7.8.4.4 The fees and expenses of the arbitrator shall be shared equally. Any other expenses shall be borne by the party incurring the expenses. If either party selects to obtain a court reporter, the party obtaining the court reporter shall bear the cost.
- 7.8.4.5 Prior to the arbitration hearing, CSEA and the District shall provide to each other, to the extent they exist, documents, including but not limited to the following: stipulations, joint exhibits, witness lists and any issues that are relevant to the grievance process which must be answered, or resolved.
- 7.8.4.6 The Arbitrator shall render a decision on the intent, meaning and interpretation of this Agreement and shall have no power to add to, subtract from, or modify any terms of this Agreement.
- 7.8.4.7 Either party may call witnesses and present evidence relevant to the arbitration issues. Bargaining unit members called as witnesses will be released from duty without loss of compensation to testify at the arbitration.
- 7.8.4.8 The Arbitrator's decision will be in writing and shall set forth the arbitrator's findings of fact, reasoning and conclusions solely on the specific grievance issue.
- 7.8.4.9 The decision of the Arbitrator shall be submitted to the Superintendent, Associate Superintendent, CSEA President or designee and CSEA Labor Relations Representative. It shall be kept confidential unless or until submitted to the Board of Trustees and the grievant(s).
- 7.8.4.10 The decision of the Arbitrator shall be final and binding on all parties and signals the conclusion of the grievance process.

Appendix I
FORMAL PROCEDURE
Grievance Form – Davis Chapter 572

Instructions: Provide a clear, concise statement of the grievance, the circumstances involved, including the specific contract provisions violated, the result of the informal conference and the specific remedy sought. Attach additional sheets of paper as needed.

Level 1 - Immediate Supervisor

Name of Grievant:

Date Submitted:

Date of Informal Conference:

Name of Supervisor:

Facts of Grievance:

Specific Contract Provisions Violated:

Result of Informal Conference (if a written response was received from the Informal Conference, please attach):

Remedy/Result Requested:

Level 2 - Office of Associate Superintendent

Date Submitted:

Attach a copy of the Formal Level 1 response from the supervisor to this grievance.

Reason for Appeal:

Remedy/Result Requested (if different from Level 1):

Level 3: Mediation

Date Submitted:

Attach a copy of the Formal Level 2 response from the Associate Superintendent or designee and all previous responses to this grievance.

Reason for Appeal to Mediation:

Remedy/Result Requested (if different from Level 2):

Level 4: Binding Arbitration
Date Submitted:
Attach a copy of the Formal Level 3 - Mediation response and all previous responses to this grievance.
Reason for Appeal to Binding Arbitration:
Remedy/Result Requested (if different from Level 3):

By: *Sande Royval*
Sande Royval (Dec 9, 2024 14:44 PST)

Date: 12/05/2024

Sande Royval, CSEA Chapter President #572
 California School Employees Association

By: *Moe Kang*
Moe Kang (Dec 5, 2024 14:19 PST)

Date: 12/05/2024

Moe Kang
 CSEA Labor Representative

By: *Laura Juanitas*
Laura Juanitas (Dec 5, 2024 15:34 PST)

Date: 12/05/2024

Laura Juanitas, Associate Superintendent
 Davis Joint Unified School District