

CSEA to District – 12.12.2025
CSEA to District – 12.18.2025 12.30pm
CSEA to District – 1.7.2026 9:30am
CSEA to District – 1.16.26 9:00am
CSEA to District – 2.20.26 9:00 am
CSEA to District – 2.20.26 4:45pm

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ARTICLE 8

GRIEVANCE PROCEDURE

1. Preamble

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration, and to have the complaint adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. If a grievant chooses to process a grievance without the intervention of CSEA, the District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed solution ten (10) working days prior to filing a response.

2. Definitions

- 2.1. Grievance - A written claim by an employee or the Association that he/she they has have been adversely affected by a violation of a specific provision of this Agreement.
- 2.2. Employee - A unit member.
- 2.3. Day - Any day on which the central administrative office of the District is open for business.
- 2.4. Supervisor - The lowest level administrator or his/her their designee having line supervisory authority over the grievant.
- 2.5. Grievant - Any employee or the Association asserting a grievance.

3. General Provisions

- 3.1. The time limits set forth in the grievance procedure may be extended upon the mutual agreement of the grievant and the District Administration. The time limits for appeal provided in each step shall begin the day following receipt of the written decision at the previous step.

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- 3.2. No grievance shall be resolved until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 3.3. Although a specific time period is provided for administrative decisions at each step of the grievance procedure, it is recognized that multiple grievances or appeals must be processed in a sequential manner. Consequently, at each step of the procedure, multiple grievances or appeals shall be assigned consecutive numbers, based upon the time and date on which they are received. Administrators shall process such numbered grievances or appeals in a sequential manner so that the first-filed will be the first considered. Administrators shall attempt to resolve multiple grievances or appeals promptly. However, notwithstanding the specific time periods provided for decisions at the various steps of this procedure, an administrator shall not be required to consider more than one grievance or appeal per day. In situations where more than one grievance or appeal is received on the same day by an administrator, the employee will be notified by the administrator of the number of his/her ~~their~~ grievance(s) or appeal and the anticipated timetable for review and decision.

3.4. Any grievance not appealed to the next step of the procedures within the prescribed time limits shall be considered withdrawn and closed.
~~settled on the basis of the answer given at the preceding step.~~

3.5. An Association representative shall have the right to receive a reasonable period of release time without loss of compensation for the purpose of processing a grievance. Release time shall be granted only with the prior approval of the supervisor.

3.5. The grievant shall be entitled upon his/her request to representation at each step of the grievance procedure by a representative selected by the Association or a unit member selected by the grievant.

3.6. Nothing shall prohibit the Association from grieving in lieu of a member.

4. Procedure

4.1. Informal Conference

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- 4.1.1. When an employee has a complaint, he/she they shall request a conference with his/her their supervisor to discuss the complaint. The supervisor shall grant the employee at least one conference or establish a date for a conference within two (2) **working** days of the receipt of the request. Additional conferences may be held prior to initiation of Step **I 1** if it appears that resolution of the complaint may be achieved by informal means. Both the employee and the supervisor may invite other persons provided each party informs the other of any such invitation prior to the conference.

If the complaint is resolved or if the employee does not take further steps, the case is closed.

4.2. Step **I 1** - Formal Written Grievance

- 4.2.1. If an employee is not satisfied with the results of the informal conference, he/she they shall within twenty **working** (20) days after the occurrence of the act or omission giving rise to the grievance, present the grievance in writing on the District Classified Grievance Form to his/her their supervisor. If necessary, in order to meet the time limit for filing a grievance, the 20 **working** day period referred to herein shall be extended by the number of days between the request for the informal conference and the actual conference. The information on the Grievance Form shall include:

- 4.2.1.1. A statement of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance.
- 4.2.1.2. A statement of the provisions of this Agreement that are alleged to have been violated.
- 4.2.1.3. A statement of the way in which the grievant has been adversely affected.
- 4.2.1.4. A statement of the reason why the supervisor's answer or response was unacceptable.
- 4.2.1.5. A statement of specific actions requested of the District will remedy his/her their grievance.

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4.2.1.6. Where the Association is the grievant, it shall identify the affected employees. Within two working (2) days of receipt of the Grievance Form, the supervisor shall confer or schedule a conference with the grievant.

4.2.2. The supervisor shall make a written response to the grievant within ten (10) working days after the last conference by completing the Grievance Form and returning it to the grievant. If the supervisor does not respond within the time limits, the grievant may appeal to the next step.

If the grievance is resolved or if the grievant does not take further steps, the case is closed.

4.3. Step ~~II~~ **2** - Formal Appeal to the Superintendent or his/her designee.

4.3.1. If the grievant is not satisfied with the decision at Step ~~I~~ **1**, or if the supervisor fails to respond by the deadline, he/she they may appeal the decision in writing on the District Classified Grievance Form to the Superintendent or his/her designee within ten (10) working days. This appeal shall include a copy of the original grievance and a clear, concise statement of the reasons for the appeal.

Within two (2) working days of receipt of the Grievance Form, the Superintendent or his/her designee shall confer or schedule a conference with the grievant.

The Superintendent or his/her designee shall communicate the decision in writing to the grievant within ten (10) working days after the last conference by completing the Grievance Form and returning it to the grievant.

If the Superintendent or his/her designee does not respond within the time limits, the grievant may appeal to the next step.

If the grievance is resolved or if the grievant does not take further steps, the case is closed.

4.4. Step ~~III~~ **3** - Formal Appeal to the Board of Education Arbitration

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4.4.1 If the grievance is not resolved with the decision at Step 2, the Association may, within fifteen (15) working days of the date of the Superintendent or designee's decision, request in writing that the dispute be submitted to arbitration.

4.4.2 Selection of an Arbitrator

The Association and the District shall meet within five (5) working days of the District's receipt of the Association's written request to attempt to agree upon the arbitrator. If no agreement on a mutually acceptable arbitrator can be reached, the parties shall, within two (2) working days of the meeting, request a list of seven (7) arbitrators from the State Mediation and Conciliation Service (SMCS) who are experienced in hearing grievances in public schools, in accordance with SMCS procedures.

Upon receipt of the seven (7) names, the parties shall meet within five (5) working days and shall alternately strike names until only one name remains. The remaining name shall be the arbitrator. The order of striking shall be determined by lot.

4.4.3. All fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

4.4.4. If any question arises as to the arbitrability of the grievance, such questions will be ruled upon by the arbitrator prior to hearing the merits of the grievance.

4.4.5. The arbitrator shall, as soon as possible, conduct a hearing at which both parties may present evidence.

4.4.6. The arbitrator shall be without authority to address any issue not submitted and may not interpret or apply the agreement so as to change what can fairly be said to have been the intent of the parties in the presence of each other and upon arguments presented in briefs.

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4.4.7 In their advisory report, the arbitrator shall not make any decision which requires the commission of an act prohibited by law, or which adds to, subtracts from, or modifies the terms of this agreement or the written policies, rules, regulations, and procedures of the District. Neither party shall be permitted to assert in arbitration any evidence which was not submitted to the other party before the completion of Step 2 meetings.

4.4.8 Within thirty (30) working days after concluding the hearing, the arbitrator shall prepare a written report listing the issues, the pertinent facts found at the hearing, and a recommendation for resolution. This advisory report shall be sent to the Board of Education with copies to the grievant, the Association, and the Superintendent.

4.5 Step 4 - Board of Education

4.5.1 If, after reviewing the arbitrator's report, the matter is not resolved to the satisfaction to the District and the Association, the matter shall be referred/appealed to the Board of Education within fifteen (15) working days.

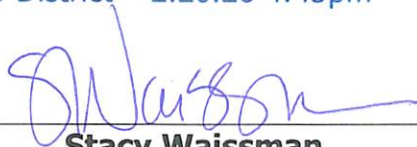
4.5.2 Upon receipt of the appeal, together with the documents presented at the lower levels of the grievance, the Board of Education shall consider the grievance. The decision of the Board shall be based solely on the written documents.

4.5.3. The decision shall be rendered no later than the next regular Board of Education meeting which is scheduled at least twenty (20) working days subsequent to the Board of Education's receipt of the arbitrator's report.

4.5.4. The decision of the Board of Education shall be binding, except that no rights of the Association to further legal action shall be abrogated.

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Stacy Weissman

2/20/2024

Date

Chapter 49 President

California School Employees Association



Michele Doll

2-20-26

Date

Assistant Superintendent of Personnel Services

Covina-Valley Unified School District



Michelle Ruiz

2/20/26

Date

Labor Relations Representative

California School Employees Association