

TENTATIVE AGREEMENT
Between
LOS ANGELES COUNTY OFFICE OF EDUCATION
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 624
July 12, 2024

Article V- Grievance Procedures

A. General Provisions

The grievant shall be allowed representation by the Association at all levels of the grievance process if requested. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are other matters indicated as excluded elsewhere in this Agreement. The Office shall be the respondent in all cases. The Association may itself grieve with respect to an alleged violation by the Office. The filing or pendency of a grievance shall ~~require the Office to cease and desist until a resolution is found or all steps of the grievance process have been exhausted.~~ not delay or interfere with the implementation of any Office action during the processing thereof. ~~To expedite the resolution of the grievance process, mediation may be initiated at the expense of the Association.~~ If the Office receives a grievance filed on behalf of an employee by the Association which is not signed by the affected employee, the Office will send a copy of the grievance to the affected employee. The grievant shall be allowed representation by the Association at all levels of the grievance process if requested. In situations where the Association has not been invited to represent the grievant, the Office shall not agree to a final resolution until the Association has received a copy of the grievance and the proposed resolution, and has been given an opportunity to state in writing its view on the matter. If the grievant does not respond within the time periods specified in this Article V, the grievance will be deemed settled on the basis of the decision last made by the Office. If the Office does not respond within the time periods specified in this Article V, the grievance shall be deemed to be denied and the grievant may pursue the matter to the next level. The Office shall make every attempt to respond in writing within the time periods specified in Article V. If requested by the Association, a meeting shall be offered at every step of the grievance process.

B. Informal Level

Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve the matter by means of an informal conference with his or her immediate administrator. Such a conference shall include the grievant, a representative if requested, and the immediate administrator. ~~The timeline for Level 1 does not begin until employer Office may shall responds in writing to the concern alleged contract violation as discussed in from the informal meeting within fifteen (15) working days and will copy CSEA Chapter Leadership President. at which point, the union shall have thirty (30) working days to file a grievance at Level 1 to said response.~~

C. Level 1

After the administrator's response to the informal meeting completing the informal level, and in no event later than ~~ten (10) twenty (20) thirty (30)~~ after the employers responds to the informal

~~step occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing within fifteen (15) ten (10) working days on the appropriate Office grievance form to the immediate administrator. If neither the grievant nor the Association has actual or constructive knowledge of the occurrence of the grievance act or omission, or could not with the exercise of reasonable diligence have known about it, then the ten (10) twenty (20) working day time limit shall begin to run on the date upon which either the grievant or Association knew or could with reasonable diligence have known of the occurrence. The parties may mutually agree in writing to extend the presentation place the grievance in abeyance or extend the grievance timelines. of a grievance with a showing of good cause; but such extension shall not exceed twenty five (25) working days.~~

The written statement shall be a clear, precise statement of the grievance, including the specific provisions of this Agreement alleged to have been misinterpreted or misapplied, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

Either party may request a personal conference with the other party. The immediate administrator shall communicate a written decision to the unit member and/or the Association representative, ~~if any, within ten (10) working days fifteen (15) working days~~ after receiving the grievance and such action will terminate Level I.

D. Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the next level administrator within ~~ten (10) fifteen (15) five (5) thirty (30)~~ working days after termination of Level I.

The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. The next level administrator shall conduct an investigation into the allegations and shall communicate a decision within ~~fifteen (15) five (5)~~ ten (10) working days after receiving the appeal and such decision shall terminate Level II. Either the grievant or the next level administrator may request a personal conference within the above-stated time limits.

E. Arbitration

Grievances which are not settled at Level II, and which the grievant and the Association desire to contest further, shall be submitted to Arbitration as provided herein, but only if the Association gives written notice to the Office within ~~ten (10) fifteen (15) five (5) thirty (30)~~ working days after the termination of Level II of its desire to arbitrate the grievance. It is expressly understood that the only matters which are subject to arbitration are grievances as defined above, which were processed and handled in accordance with the limitations and procedures of this Article. Processing and discussing the merits of an alleged grievance by the Office shall not constitute a waiver by the Office of a defense that the dispute is not grievable.

F. Selection of an Arbitrator

As soon as possible, and in any event not later than ten (10) working days after the Office receives the written notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) working days, an arbitrator shall be selected from a list of 7 arbitrators obtained from the State Mediation Service identified as having experience with educational agencies by alternate striking of names until one remains.

The party who strikes the first name shall be determined by lot. If the arbitrator selected indicates that he/she will not be available for hearing within a reasonable time not exceeding sixty (60) calendar days, the parties shall proceed to select another arbitrator from the list obtained from the State Mediation Service.

G . Motion to Dismiss

If the Office claims that the grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, or that the party has breached the confidentiality provision, such a claim shall, at the option of the Office, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance, with a suitable stay/ continuance between such a ruling and any further proceedings which may be necessary. The Office may also at its option, and without prejudice, have such a claim heard along with the merits of the case. If the Office should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the Office to proceed to arbitration.

H. Limitations

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator are to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition, detracting, or revision) of the written terms of this Agreement. The arbitrator shall not render any decision or award or fail to render any decision or award merely because in his/her opinion such decision or award is fair or equitable. The arbitrator shall have no power to render an award on any grievance occurring before or after the terms of this Agreement. The arbitrator may hear only one grievant at a time unless the Office expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

I. Expenses

Fees and expenses of the arbitrator shall be shared sixty percent (60%) by the Office and forty percent (40%) by the Association. Each party shall bear the expense of the presentation of its own case, with the exception of released time which shall be provided in Section L, of this Article.

J. Association Representation

The grievant shall be entitled, upon his/her request, to representation by the Association at all grievance meetings. In situations where the Association has not been invited by the grievant to represent the grievant, the Office shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter.

L. Reasonable Released Time

Grievance meetings will be scheduled by the Office at mutually convenient time and places. Normally such meetings will be scheduled in such a manner that they will not conflict with regular duties. However, when such meetings are scheduled so as to conflict with the unit member's work hours, reasonable released time (including necessary travel time) without loss of salary will be provided to the grievant and his/her authorized Association representative, if any. Such released time for the Association representative shall be charged to Association Leave in accordance with this Agreement. This constitutes reasonable periods of released time within the meaning of Government Code Section 3543.1(c).

M. No Reprisal

There shall be no reprisal made against the unit member for processing a grievance at any level or for assisting a grievant in the above procedures.

N. Complaint Procedure Regarding Responsibilities when Certificated Teacher is Absent


Unit member(s), or the Association on behalf of unit member(s), may file a complaint to enforce the current Office policy regarding the appropriate dispersal of pupils to certificated staff when a certificated teacher is absent and no substitute teacher is available to provide coverage. The complaint shall be in writing and presented to the Site Administrator as soon as reasonably practicable. After meeting with the Site Administrator and after receiving a written response, the complaining party may appeal the complaint to the appropriate Regional Director. If the complaining party has not obtained a satisfactory response in writing, the matter will be submitted in writing to both the Director of the Division and the Director of Labor Relations. The complaining party will have the right to a joint meeting with the two Directors. After the meeting, the Director of Labor Relations will respond in writing to the complaint. This response will constitute the final step in the appeal process. Although no specific timelines are provided for this procedure, all parties are expected to respond and process the complaint as soon as practicable.

O. Grievance Files

The Office records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. Access to a grievant's file shall be limited to the grievant and administrative personnel who have a legitimate need to have such access.

LOS ANGELES COUNTY OFFICE OF EDUCATION

DATED: Jul 17, 2024


By: 
Kanika White (Jul 17, 2024 11:21 PDT)

Kanika White

Chief Human Resources Officer

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 624

DATED: Jul 17, 2024

By: 
April Vidrio (Jul 17, 2024 10:56 PDT)

April Vidrio

Labor Relations Representative

DATED: Jul 17, 2024

By: 
Anthony Radcliff (Jul 17, 2024 11:03 PDT)

Anthony Radcliff

CSEA President