ARTICLE 18: GRIEVANCE PROCEDURE

18.1 A "grievance" is a formal written allegation, on the prescribed DISTRICT form, by a unit member alleging a violation of this AGREEMENT.

18.2 A "grievant" is a unit member, unit members, or the ASSOCIATION.

18.3 A "day" is any day in which the central administrative office of the San Bernardino Community College District is open for business.

18.4 The "immediate supervisor" is the lowest level supervisor having immediate jurisdiction over the grievant and who has been designated to adjust grievances.

18.5 **INFORMAL ~~LEVEL~~ CONFERENCE.** The unit member may request an informal meeting to discuss alleged violations of this AGREEMENT. A unit member's grievance must include the Informal Grievance Form [**Appendix X: Informal Grievance Conference Form**] which should include as many of the following items so that all participants are adequately prepared for the proceedings:

1) the date of the alleged violation,

2) the names of those involved,

3) a concise statement of the grievance in 500 words or less,

4) the locations associated with the incident, and

5) the specific contractual language that has been violated, including,

a) specific documents which bear influence on the specific grievance including;

i. Collective Bargaining Agreement (CBA) and

ii. Memoranda of Understanding (MOUs).

The allegations should be ~~submitted~~ presented ~~orally~~ verbally ~~in an~~ during the informal conference with the unit member's immediate supervisor within twenty (20) days after the act or omission giving rise to the grievance, or twenty (20) days after the unit member, through the exercise of reasonable diligence, should have had knowledge of the act or omission that ~~have gave~~ has given rise to the grievance. At the time of the conference, the unit member may be accompanied by a representative of their choosing ~~another unit member~~.

18.6 **FORMAL LEVEL - STEP 1.** If the alleged grievance is not resolved at the informal conference, the grievant(s) must within five (5) days after the informal conference, present their grievance in writing to their immediate supervisor (**Appendix I: Grievance Form**).

This statement shall be a clear, concise statement of the grievance [10 pages or less, excluding supporting evidence, exhibits and documentation], the decision rendered at the informal conference, and the specific Sections of the AGREEMENT allegedly violated, misapplied, misinterpreted and the specific remedy sought. A grievance may include more than one (1) unit member provided the issue is the same.

The supervisor shall render and communicate their decision to the unit member(s) in writing within five (5) days after receipt of the written grievance.

18.7 **FORMAL LEVEL - STEP 2.** In the event the grievant is not satisfied with the decision rendered by the supervisor, they may appeal the decision to the Chancellor or designee within

five (5) days after receipt of the supervisor's decision. This statement must include a copy of the original grievance, the decision rendered by the immediate supervisor, and the reason for the appeal. The Chancellor, or designee, will communicate a decision in writing within ten (10) days after receipt of the appeal.

18.8 **FORMAL LEVEL - STEP 3.** If the grievant is not satisfied with the decision of the Chancellor or designee, they may~~ean make a~~ request ~~for~~ arbitration assistance from ~~to~~ the CHAPTER's Executive Board (pursuant to CSEA policy) within five (5) days of the Chancellor or designee's Step 2 decision. ~~with the ASSOCATIONS approval the grievant may (request further representation from the ASSOCIATION with the approval of the ASSOCIATION)~~ The CHAPTER will notify ~~the grievant(s) and~~ the DISTRICT of the ASSOCIATION's decision whether to pursue binding arbitration in writing within thirty (30) days ~~of their intent to pursue binding arbitration~~, ~~submit a request to the Chancellor for binding arbitration of the dispute.~~

18.8.1 The ASSOCIATION and the DISTRICT shall attempt to agree upon an Arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a list of five (5) names. Each PARTY shall alternately strike a name from the list until only one (1) name remains. The remaining person shall be the Arbitrator. The order of the striking shall be determined by lot.

18.8.2 The fees and expenses of the Arbitrator shall be borne equally between the DISTRICT and the ASSOCIATION. All other expenses shall be borne by the PARTY incurring them. The Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted that shall be binding on the grievant, the ASSOCIATION and the DISTRICT. If the PARTIES cannot agree upon a submission agreement, the Arbitrator shall determine the issue(s) by referring to the written grievance and the answer thereto at each step.

18.8.3 The Arbitrator will have no power to add to, subtract from, or modify the terms of this AGREEMENT or the written policies, rules, regulations and procedures of the DISTRICT.

18.8.4 The Arbitrator shall submit their findings not later than twenty (20) days from the date of the close of the hearings or from the date the final statements and proofs are submitted to them. The Arbitrator's findings of fact will be in writing and set forth their reasoning and decision on the issue(s) submitted.

18.9 **REPRESENTATION.** A unit member shall have the right to present grievances in accordance with these procedures with or without the intervention of the ASSOCIATION.

18.10 **ASSOCIATION NOTIFICATION.** In any instance where the ASSOCIATION is not represented in a grievance, the ASSOCIATION shall be notified of the intended disposition of the grievance ten (10) days prior to final action by the DISTRICT. The ASSOCIATION may respond in writing within the ten (10) day period.

18.11 **WAIVER.** The failure of the grievant to act within the prescribed time limits stated in this Article will act as a waiver of the grievance.

18.12 **DENIAL AND APPEAL.** The failure of the DISTRICT to issue a decision within the time limit at any step shall be deemed a denial and permit the grievant to proceed to the next step.

18.13 **SEPARATE GRIEVANCE FILE.** All documents, communications and records, dealing with the processing of a grievance shall be filed in a separate grievance file. Such materials may be

placed in a unit member's personnel file in cases where the document, communication or record may be relevant to a disciplinary matter.

18.14 **STATUS OF PARTIES PENDING OUTCOME**. As to matters related to the procedures of this Section, the DISTRICT'S action shall remain in effect pending the final outcome of the grievance.

INFORMAL GRIEVANCE FORM

TO: _____ _____

Name of Immediate Supervisor Title

FROM: _____ _____

Name of Grievant(s) Work Location

1. **Date event took place:** _____

2. **Concise statement (500 words or less) of the grievances (including name, dates, places, time, circumstances, etc.):**

3. **What specific provisions of the Collective Bargaining Agreement (CBA) is alleged to have been violated/misapplied?**

1.	CBA/MOU (circle one)	Article:_____	Sub Paragraph: _____
2.	CBA/MOU (circle one)	Article:_____	Sub Paragraph: _____
3.	CBA/MOU (circle one)	Article:_____	Sub Paragraph: _____

4. _____ _____

Date Signed

_____

_____

Signature of Grievant(s)

Upon receipt of this form, under Article 18.5 INFORMAL CONFERENCE the immediate supervisor shall respond with a date and time they are available to meet with the grievant(s). If the alleged grievance is not resolved at the informal conference, the grievant(s) must within five (5) days of the informal conference, present their grievance Article 18.6 FORMAL LEVEL:STEP 1 in writing to their immediate supervisor (Appendix I: Grievance Form).

Copies to go to: Immediate Supervisor CSEA Association