

TENTATIVE AGREEMENT
By And Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its SAN BERNARDINO
COMMUNITY COLLEGE DISTRICT CHAPTER 291
January 24, 2017

1 This agreement is entered by between California School Employees Association and its San
2 Bernardino CCD Chapter 291 (hereinafter referred to as "Association) and San Bernardino
3 Community College District (hereinafter referred to as "District"), collectively ("the parties").
4

ARTICLE 18: GRIEVANCE PROCEDURE

6 18.1 A "grievance" is a formal written allegation, on the prescribed DISTRICT form, by a
7 unit member alleging a violation of this Agreement.

8 18.2 A "grievant" is a unit member, unit members, or the ASSOCIATION.

9 18.3 A "day" is any day in which the central administrative office of the San Bernardino
10 Community College DISTRICT is open for business.

11 18.4 The "immediate supervisor" is the lowest level supervisor having immediate
12 jurisdiction over the grievant and who has been designated to adjust grievances.

13 18.5 **INFORMAL LEVEL.** A unit member's grievance must be submitted orally in an
14 informal conference with the unit member's immediate supervisor within twenty (20)
15 days after the act or omission giving rise to the grievance, or twenty (20) days after the
16 unit member, through the exercise of reasonable diligence, should have had knowledge
17 of the act or omission that have gave rise to the grievance. At the time of the
18 conference, the unit member may be accompanied by another unit member.

19 18.6 **FORMAL LEVEL - STEP 1.** If the alleged grievance is not resolved at the informal
20 conference, the grievant must within five (5) days after the informal conference, present
21 his/her grievance in writing to his/her immediate supervisor. This statement shall be a
22 clear, concise statement of the grievance, the decision rendered at the informal
23 conference and the specific sections of the Agreement allegedly violated, misapplied,
24 misinterpreted and the specific remedy sought. A grievance may include more than one
25 (1) unit member provided the issue is the same.

26 The supervisor shall communicate his/her decision to the unit member in writing within
27 five (5) days after receipt of the written grievance.

28 18.7 **STEP 2.** In the event the grievant is not satisfied with the decision rendered by the
29 supervisor, he/she may appeal the decision to the Chancellor or his/her designee within
30 five (5) days after receipt of the supervisor's decision. This statement must include a
31 copy of the original grievance, the decision rendered by the immediate supervisor, and
32 the reason for the appeal. The Chancellor, or his/her designee, will communicate a
33 decision in writing within ten (10) days after receipt of the appeal.

34 18.8 **STEP 3.** If the grievant is not satisfied with the decision of the Chancellor or his/her
35 designee, the grievant may (with the approval of the ASSOCIATION) within Thirty

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- 36 (30) days, submit a request in writing to the Chancellor for binding arbitration of the
37 dispute.
- 38 18.8.1 The ASSOCIATION and the DISTRICT shall attempt to agree upon an
39 arbitrator. If no agreement can be reached, they shall request the State
40 Conciliation Service to supply a list of five (5) names. Each PARTY shall
41 alternately strike a name from the list until only one (1) name remains. The
42 remaining person shall be the arbitrator. The order of the striking shall be
43 determined by lot.
- 44 18.8.2 The fees and expenses of the arbitrator shall be borne equally between the
45 DISTRICT and the ASSOCIATION. All other expenses shall be borne by the
46 party incurring them. The arbitrator shall, as soon as possible, hear evidence and
47 render a decision on the issue(s) submitted that shall be binding on the grievant,
48 the ASSOCIATION and the DISTRICT. If the PARTIES cannot agree upon a
49 submission agreement, the arbitrator shall determine the issue(s) by referring to
50 the written grievance and the answer thereto at each step.
- 51 18.8.3 The Arbitrator will have no power to add to, subtract from, or modify the terms
52 of this Agreement or the written policies, rules, regulations and procedures of the
53 DISTRICT.
- 54 18.8.4 The Arbitrator shall submit his/her findings not later than twenty (20) days from
55 the date of the close of the hearings or from the date the final statements and
56 proofs are submitted to him/her. The arbitrator's findings of fact will be in
57 writing and set forth his/her reasoning and decision on the issue(s) submitted.
- 58 18.9 **REPRESENTATION.** A unit member shall have the right to present grievances in
59 accordance with these procedures with or without the intervention of the ASSOCIATION.
- 60 18.10 **ASSOCIATION NOTIFICATION.** In any instance where the ASSOCIATION is not
61 represented in a grievance, the ASSOCIATION shall be notified of the intended
62 disposition of the grievance ten (10) days prior to final action by the DISTRICT. The
63 ASSOCIATION may respond in writing within the ten (10) day period.
- 64 18.11 **WAIVER.** The failure of the grievant to act within the prescribed time limits stated in this
65 Article will act as a waiver of the grievance.
- 66 18.12 **DENIAL AND APPEAL.** The failure of the DISTRICT to issue a decision within the
67 time limit at any step shall be deemed a denial and permit the grievant to proceed to the
68 next step.
- 69 18.13 **SEPARATE GRIEVANCE FILE.** All documents, communications and records, dealing
70 with the processing of a grievance shall be filed in a separate grievance file. Such
71 materials may be placed in a unit member's personnel file in cases where the document,
72 communication or record may be relevant to a disciplinary matter.

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73 18.14 **STATUS OF PARTIES PENDING OUTCOME.** As to matters related to the
74 procedures of this Section, the DISTRICT'S action shall remain in effect pending the final
75 outcome of the grievance.


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77 This agreement is subject to all approvals required by the Association and District.


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79 DISTRICT:


80 
81 _____
82 Bruce Baron
83 SBCCD Chancellor

ASSOCIATION:

84 
85 _____
86 Grayling Eation
87 CSEA, Lead Negotiator

88 
89 _____
90 Stacy Garcia
91 CSEA, Negotiations Team Member

92 
93 _____
94 Ginger Stuphin
95 CSEA, Negotiations Team Members

96 
97 _____
98 Fermin Ramirez
99 CSEA, Negotiations Team Members

100 
101 _____
102 Kevin Palkki
103 CSEA, Negotiations Team Member

104 
105 _____
106 Natalie Dorado
107 CSEA, Labor Relations Representative