

AGREEMENT

BETWEEN



**SANTA MONICA
COMMUNITY COLLEGE
DISTRICT**

&



**CALIFORNIA
SCHOOL EMPLOYEES
ASSOCIATION -
CHAPTER 36**

July 1, 2012 — June 30, 2015

ARTICLE 10
GRIEVANCE PROCEDURE

10.1 Definitions

10.1.1 A “grievance” is defined as, and limited to, a statement by a grievant that the District has violated an express term of this agreement and that, by reason of such violation, his/her rights have been adversely affected. Excluded from these procedures are matters so indicated elsewhere in this Agreement.

10.1.2 A “grievant” is an employee or group of employees in the bargaining unit and/or the Association on its own behalf or on the behalf of its members. The grievant may represent him/herself in the grievance procedure or elect to be accompanied by representatives of his/her own choosing, whether or not such persons are employees of the District. The representatives may help present the grievance orally or in writing or serve as an advisor to the grievant.

10.1.3 A “work day” is a day in which the central administrative offices of the District are open for business.

10.1.4 Immediate supervisor is the District designee not in the bargaining unit having immediate jurisdiction over the grievant.

10.2 Steps of Grievance

10.2.1 There shall be an earnest effort on the part of both parties to settle grievances promptly through the steps listed below.

10.2.2 Required Informal Discussion:

Prior to filing a formal grievance, a grievant shall attempt to resolve the dispute by presenting the grievance orally to the immediate supervisor and discuss the grievance issue and proposed resolution with him/her.

10.2.3 Step 1: If the grievance is not settled in the informal discussion, the grievance shall be set forth on the appropriate form in writing and filed with the employee’s immediate supervisor. In all events, Step 1 shall be commenced no later than thirty (30) work days after the grievant knew, or reasonably should have known, of the events giving rise to the grievance. At the request of either the grievant or the employee’s immediate supervisor, a meeting shall be arranged to review and discuss the grievance. The grievant shall make himself/herself available for such a meeting. The employee’s immediate supervisor will give a written reply to the grievant by the end of the tenth work day following the submission of the grievance and the giving of such reply will terminate Step 1.

10.2.4 Step 2: If the grievance is not settled at Step 1 (See 10.2.4), the grievant may file a written appeal with the Vice President, Human Resources. Upon mutual agreement of the District and the Association, Step 1 may be skipped and the grievance appealed directly to Step 2. The appeal shall be accompanied by all written statements submitted in Step 1; the decision rendered at such step, and shall contain a written statement indicating reasons for his/her appeal and supporting documents. This appeal must be filed with the Vice President, Human Resources or his/her designee within ~~five-ten~~ (510) work days after the termination of Step 1, and if requested by either party, a meeting shall be arranged to review and discuss the grievance. Prior to the meeting, the parties shall indicate who they intend to bring to the meeting to allow the other party to suggest additional participants with relevant information necessary to achieve a resolution. Each party shall use its best efforts to have present at the meeting all individuals with relevant information necessary to achieve a resolution. A decision shall be rendered by the Vice President, Human Resources or his/her designee within twenty (20) work days after filing of the appeal. The rendering of such decision will terminate Step 2.

10.2.5 Step 3: If the grievance is not settled at Step 2 (See 10.2.5), the Association may file a written notification within 10 (ten) work days after termination of Step 2, with the Vice President, Human Resources submitting the grievance to arbitration. The appeal shall be accompanied by all statements submitted at prior levels, the decision rendered at each Step, and shall contain a written statement indicating reasons for the appeal.

Within 5 (five) work days after the District receives written notification of the Association's desire to arbitrate, the parties shall discuss whether they are willing to participate in voluntary mediation before a mutually agreed-upon mediator and upon such terms and conditions that they agree upon. In the event the parties agree to mediation, the selection of the arbitrator shall be held in abeyance until the conclusion of the mediation process. Either party can terminate the mediation process at any time by giving written notice to the other party.

Within 15 (fifteen) work days after the District receives written notification of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is otherwise reached, the parties shall request seven names from the California State Conciliation Service and shall, by alternate striking of names, select an arbitrator. The arbitrator shall be bound by the arbitration standards enumerated below.

10.2.6 Arbitration Standards

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 as complained of by the grievant. The decision of the arbitrator shall be based solely upon the evidence and arguments presented her/him by the respective parties in the presence of each other, and upon post-hearing briefs of the parties. However, the arbitrator may also make judicial notice of a matter of fact or law that is authorized for judicial notice by the statutory or decisional law of the State of California or of the United States.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and 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 is to determine disputed interpretation 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, nor shall he/she consider it his or her function to decide any issue not properly before him/her 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 of contract construction. Past practice of the parties may be presented and considered as relevant evidence in interpreting or applying 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. No decision or award rendered by the arbitrator shall be retroactive beyond the beginning of the period specified in Step One of the grievance procedure set forth in this Article or the occurrence of the act or omission of an act giving rise to the grievance.

10.2.7 The decision of the arbitrator shall be binding on the parties.

10.2.8 All costs of the services of the arbitrator including but not limited to, per diem expenses, travel expenses and subsistence expenses, shall be borne equally by the Association and the District. All other costs will be borne by the party incurring them.

10.3 General Provisions

10.3.1 If a grievance is not processed by the employee in accordance with the time limits set forth in this article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any Step, the grievant may proceed to the next Step. However, the time limits hereunder may be lengthened, shortened or waived, in any particular case but only by mutual written agreement.

- 10.3.2 The grievant shall be entitled, upon request, to representation by the Association as specified in 10.1.2 of this Article. In situations where the Association has not been invited to represent the employee, the decision shall not be final until the Association has received a copy and has had five work days to respond to the proposed resolution of the grievance.
- 10.3.3 The respondent, in all cases, shall be the District itself, rather than any individual. The filing or pendency of grievances shall not delay or interfere with implementation of any District action during the processing thereof.
- 10.3.4 The grievant and/or his/her representative shall be provided release time without loss of compensation for the purpose of grievance conferences or hearings. Release time shall not be provided for a grievance investigation and/or preparation, however, the Association may use released time available under Article 15.12 for this purpose. The parties agree that this shall constitute a “reasonable period of release time and a reasonable number of representatives” within the meaning of Government Code, Section 3543.1(c).
- 10.3.5 In order to encourage a professional and harmonious disposition of individual grievances, it is agreed that from the time a grievance is filed until the conclusion of all grievance proceedings, neither the grievant, nor the Association, nor the District shall make public either the grievance or evidence regarding the grievance.
- 10.3.6 The District 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 files shall be limited to the grievant, District personnel representatives who have a legitimate need to have such access and the Association representative with proper written authorization.
- 10.3.7 No reprisals of any kind shall be taken by the Superintendent/President or any member or representative of the administration or the Board against the grievant or any representative of the grievant by reason of his/her bringing a grievance or participating in a grievance, nor shall any reprisals of any kind be taken by the Association or any members or representatives of the Association against either the grievant, the District, or any District employee in the grievance procedure by reasons of such participation or decision.
- 10.3.8 The District shall provide a grievance form for use by district employees which shall be agreed to by the District and the Association. The written form shall include the following information to be provided by the grievant:
- (a) a full statement of the facts surrounding the grievance and detailing the specific provisions of this agreement alleged to have been violated;
 - (b) a statement as to the remedy or relief requested by the grievant;

- (c) as an attachment, any documents in the possession of the grievant which are relevant to the disposition of the grievance;
- (d) an identification of all witnesses whom the grievant believes have information relevant;
- (e) a box indicating the grievant's right to waive or request an official meeting at each Step of the grievance;-
- (f) signature of the grievant and date signed.

10.3.9 During the processing of any of the formal steps of the grievance, neither the grievant nor the representative of the District may be accompanied or represented by more than a total of two persons unless otherwise mutually agreed. Either party may have an additional person present whose sole function is to take notes and who shall not participate in the discussion.

10.3.10 If an employee believes a District manager or supervisor systematically and persistently badgers, upbraids, or threatens an employee, the employee shall within fifteen (15) work days from the most recent instance of such conduct have the right to file in writing with the Vice President of Human Resources, a claim of harassment using a District approved form. Such written statements shall include specific instances including dates and times of the action(s) that are alleged to be harassment. Upon receipt of such a claim, the Vice President of Human Resources shall investigate or have investigated the claims of the employee. If deemed appropriate, the investigator shall meet with the employee regarding the employee's claims. The Vice President of Human Resources, shall, after such review, provide a written response within fifteen (15) work days after completing the investigation of the employee's claim, and such response shall be final and binding and not subject to the grievance procedure.

This procedure of resolution of harassment complaints is not to be utilized as a substitute for the procedure of federal or state law or District policy or regulation(s) to handle claims of sexual or discriminatory harassment.

SANTA MONICA COMMUNITY COLLEGE DISTRICT

OFFICE OF HUMAN RESOURCES

GRIEVANCE - HARASSMENT BY DISTRICT MANAGER

TO HUMAN RESOURCES REPRESENTATIVE:		DATE:
FROM GRIEVANT:	WORK LOCATION/SITE:	

HARASSMENT IS DEFINED AS SYSTEMATIC AND PERSISTENT BADGERING, UPBRAIDING,
OR THREATS TO AN EMPLOYEE BY A DISTRICT MANAGER (ARTICLE 10.4)

STATE THE SPECIFIC CIRCUMSTANCES THAT YOU ALLEGE TO BE HARASSMENT: *(list witnesses)*

1.	MONTH:	DAY:	YEAR:	MANAGER'S NAME:
----	--------	------	-------	-----------------

SPECIFY TYPE OF HARASSMENT (BADGERING, THREAT, ETC.)

2.	MONTH:	DAY:	YEAR:	MANAGER'S NAME:
----	--------	------	-------	-----------------

SPECIFY TYPE OF HARASSMENT (BADGERING, THREAT, ETC.)

3.	MONTH:	DAY:	YEAR:	MANAGER'S NAME:
----	--------	------	-------	-----------------

SPECIFY TYPE OF HARASSMENT (BADGERING, THREAT, ETC.)

SPECIFIC REMEDY REQUESTED:

SIGNATURE OF GRIEVANT:	DATE:	REPRESENTATIVE (IF ANY):
------------------------	-------	--------------------------

OFFICE USE ONLY

DATE GRIEVANCE RECEIVED:	MEETING DATE:	INVESTIGATION:
--------------------------	---------------	----------------

RECOMMENDATION OF HUMAN RESOURCES REPRESENTATIVE:

HUMAN RESOURCES REPRESENTATIVE SIGNATURE:	DATE:
---	-------



OFFICE OF HUMAN RESOURCES

Grievance - Step I

Copies to:

- CSEA _____
- Grievant _____
- Supervisor _____
- HR _____

To (Name of Immediate Supervisor):	Department:
From (Name of Grievant):	Phone Number :
Title/Position of Grievant:	Email Address:

PROCEDURAL INFORMATION:

Date of Event Giving Rise to the Grievance (Month/Day/Year):	Date of Required Informal Discussion between Grievant and Immediate Supervisor (Month/Day/Year):
--	--

SPECIFIC PROVISION(S) OF CSEA CONTRACT ALLEGED TO BE VIOLATED:

STATEMENT OF GRIEVANCE:

Attach additional pages if necessary

STATE THE SPECIFIC REMEDY SOUGHT:

Attach additional pages if necessary

IS A MEETING WITH THE IMMEDIATE SUPERVISOR REQUESTED? YES NO

ADDITIONAL PERSON REQUESTED AT MEETING (IF ANY?) _____

Signature of Grievant:	Date (Month/Day/Year):	Representative (if any):
------------------------	------------------------	--------------------------

OFFICE USE ONLY

Date Grievance Received:	Grievance Received by:	Meeting Date:	Last Day To Respond:	Response Date:	Requested by: <input type="checkbox"/> Grievant <input type="checkbox"/> Supervisor
--------------------------	------------------------	---------------	----------------------	----------------	--

RESOLUTION: YES NO

ADVANCED TO STEP II? YES NO

RESPONSE BY SUPERVISOR: ATTACHED SUBMITTED SEPARATELY

NATURE OF RESPONSE: APPROVED DENIED

Human Resources Representative Signature:	Date (Month/Day/Year):
---	------------------------



OFFICE OF HUMAN RESOURCES

Grievance - Step II

Copies to:

- CSEA _____
- Grievant _____
- Supervisor _____
- HR _____

To: Vice President of Human Resources or Designee	Grievant's Supervisor:
From (Name of Grievant):	Grievant's Department:
Title/Position of Grievant:	Phone Number:
PROCEDURAL INFORMATION:	Email Address:
Date of Event Giving Rise to the Grievance (Month/Day/Year):	Date Step I Filed:
Date of Written Reply by Immediate Supervisor to Grievance- Step I (Month/Day/Year):	

STATEMENT OF REASONS FOR APPEAL:

Attach additional pages if necessary

Please submit: (1) All written statements that you submitted at Grievance Step 1; (2) The written reply by your immediate supervisor in response to Grievance Step 1; and (3) All other supporting documents.

IS A MEETING WITH THE VICE PRESIDENT OF HUMAN RESOURCES OR DESIGNEE REQUESTED?
 YES NO

Signature of Grievant:	Date (Month/Day/Year):	Representative (if any):
------------------------	------------------------	--------------------------

OFFICE USE ONLY

Date Grievance Received:	Grievance Received by:	Meeting Date:	Last Day To Respond:	Response Date:	Requested by: <input type="checkbox"/> Grievant <input type="checkbox"/> Supervisor
--------------------------	------------------------	---------------	----------------------	----------------	--

NATURE OF RESPONSE: APPROVED DENIED

Human Resources Representative Signature:	Date (Month/Day/Year):
---	------------------------