

## ARTICLE 19: DISPUTE RESOLUTION AND GRIEVANCES

1 Faculty members are encouraged to discuss any disputes with an appropriate AEA although this  
2 consultation will not alter the term limits for the grievance process.

3 The faculty member may elect to have an SCFA representative with him/her at any stage of the procedure.  
4 The faculty member has the right to include a union representative in meetings with an AEA that could  
5 result in possible disciplinary action.

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7 The time limits specified in the grievance process at each level should be considered to be maximums.  
8 The time limits may be altered by written mutual agreement between the principal parties to the  
9 grievance.

### 10 **Definitions**

#### 11 **Grievance**

12 A formal written allegation by the faculty employee(s) hereinafter referred to as the “grievant”, that  
13 he/she has been adversely affected by an alleged violation of the specific provisions of this Agreement.  
14 Actions to challenge or change the policies of the District as set forth in the rules and regulations, Board  
15 policies, or Administrative Regulations and procedures, must be undertaken under separate legal  
16 processes. Other matters for which a specific method of review is provided by law, by the policies of the  
17 Board of Trustees, or by the administrative regulations and procedures of this College District, are not  
18 within the scope of this procedure.

#### 19 **Day**

20 A contracted work day of the grievant.

#### 21 **Immediate Supervisor**

22 The management employee having the most immediate jurisdiction over the grievant.

#### 23 **Conditions Disallowing a Grievance**

24 Failure by the grievant at any step to appeal a grievance to the next step within the specified time limit  
25 shall disallow the grievance. Failure of District management at any step to submit a written disposition  
26 within the specified time limit shall allow the grievance to proceed to the next level.

#### 27 **Filing**

28 The actual receipt in the office of the immediate supervisor, the appropriate Vice President, or the  
29 President within the same limits as provided.

#### 30 **Informal Level**

31 Before filing a formal written grievance, the grievant shall attempt to resolve the issue by an informal  
32 conference with the Grievant’s immediate supervisor.

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## ARTICLE 19: DISPUTE RESOLUTION AND GRIEVANCES

### 1 **FORMAL LEVEL**

#### 2 **Step 1: Filing of a Grievance**

3 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance or within  
4 twenty (20) days of the time the grievant with due diligence should have been aware of the act or  
5 omission, the grievant must file in the office of the immediate supervisor such grievance in writing.  
6 (Grievance Form – Step 1)

7 This statement shall be a clear, concise statement of the grievance, the specific Article(s) and Section(s)  
8 alleged to have been violated, the circumstances involved, the decision rendered at the informal  
9 conference, and the specific remedy sought by the grievant.

10 The supervisor shall communicate a decision in writing to the grievant within ten (10) days after receiving  
11 the grievance. (Grievance Answer – Step 1). If the supervisor does not respond within the time limit, the  
12 grievant may appeal to the next level.

13 Within the above time limits, either party may request a personal conference with the other party.

#### 14 **Step 2: Appeal to Vice President**

15 In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision  
16 by filing the appropriate form (Grievance Form – Step 2) in the office of the Vice President within ten (10)  
17 days of the grievant's receipt of the supervisor's decision.

18 This statement shall include a copy of the original grievance, the decision rendered by the supervisor, and  
19 a clear, concise statement of the reasons for the appeal. The Vice President or designee shall  
20 communicate a decision in writing to the grievant within ten (10) days after receiving the appeal.  
21 (Grievance Answer – Step 2). Within the above time limits, either party may request a personal  
22 conference with the other party.

#### 23 **Step 3: Appeal to Superintendent/President**

24 If the grievant is not satisfied with the decision in Step 2, the grievant may appeal the decision by filing the  
25 appropriate form (Grievance Form – Step 3) in the office of the President/Superintendent within ten (10)  
26 days of the grievant's receipt of the Vice President's decision.

27 This statement shall include a copy of the original grievance, the decision rendered by the supervisor, the  
28 decision rendered by the Vice President, and a clear, concise statement of the reasons for the appeal.

29 Within ten (10) days from the date of filing, the president or designee shall meet with the grievant, any  
30 involved supervisor or management employee, and the grievant's designated Grievance Representative in  
31 an effort to resolve the grievance. The President or designee shall within ten (10) days of said meeting  
32 give the answer in writing with respect to the grievance, with a copy to the grievant, the Association, and  
33 the Vice President. (Grievance Answer – Step 3).

34 If, by mutual agreement, the grievant and the Superintendent do not wish to proceed with Step 4 or Step  
35 5 of the grievance procedure, they may elect to take the grievance directly to the Board of Trustees for  
36 action.

## ARTICLE 19: DISPUTE RESOLUTION AND GRIEVANCES

### 1 **Step 4: Advisory Arbitration**

2 If the grievant is not satisfied with the Superintendent's response at Step 3, or if the response is not  
3 submitted within agreed time limits, the grievant may, within ten (10) working days of receipt of the  
4 Superintendent's decision, notify the Superintendent in writing of his/her intention to proceed to advisory  
5 arbitration. If the faculty member is not represented by the Association, the Superintendent will notify the  
6 Association of the request.

7 The arbitrator shall have no power to add to, or delete, or amend the terms of this Agreement.

8 The arbitrator shall be selected by mutual agreement. If the parties are unable to agree on an arbitrator,  
9 the following procedure will be used:

10 A representative of the grievant and the Board's representative shall select the arbitrator from the  
11 California State Conciliation Service's list of five (5) names by eliminating names until one name remains.

12 The first option of elimination shall be determined by lot. The one remaining name shall be the arbitrator.  
13 The process of striking names shall occur within ten (10) working days of receipt of the list of both parties.

14 The decision of the arbitrator shall be submitted to the Superintendent, grievant, and Association.

15 The fees of the arbitrator and related costs shall be borne equally by the District and the grievant or the  
16 Association.

### 17 **Step 5: Appeal to the Board of Trustees**

18 If either the grievant or Superintendent is not satisfied with the recommendation of the arbitrator, either  
19 may appeal for action to the Board of Trustees by filing a written appeal in the Superintendent's office  
20 within ten (10) days upon receipt of the arbitrator's recommendation, and copies of such appeal shall be  
21 given to all parties.

22 The appeal shall be considered at the next regularly scheduled District Board of Trustees meeting  
23 consistent with the agenda items submission deadline. If the Board desires additional information, it may  
24 gather additional facts in a hearing with both parties present and permitted to add to the record. The  
25 Board shall make its decision based on the record submitted by the arbitrator and any additional facts  
26 presented in the Board hearing. If any management representative, excluding the Superintendent in his  
27 capacity of Secretary to the Board unless he participates as a management representative, is present  
28 during any Executive Session regarding the grievance, the grievant or his/her designee shall be notified in  
29 writing of this Executive Session and have the option of being in attendance. The decision of the District's  
30 Board of Trustees shall be communicated in writing within ten (10) working days of the Executive Session  
31 hearing.

### 32 **Grievance Forms**

33 The forms for the Grievance Process are available in the Human Resources Office. The following pages are  
34 replicas of the forms used in the process.

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ARTICLE 19: DISPUTE RESOLUTION AND GRIEVANCES

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**SIERRA COLLEGE GRIEVANCE FORM STEP 1  
FACULTY**

Upon completion of this form please  
Distribute as follows:

- Original - Human Resources
- Copy 1 - Supervisor
- Copy 2 - Grievant
- Copy 3 - Grievant
- Copy 4 - Grievant

**PLEASE PRINT**

EMPLOYEE NAME \_\_\_\_\_ POSITION \_\_\_\_\_ TITLE(S) \_\_\_\_\_

EMPLOYEE NAME \_\_\_\_\_ POSITION \_\_\_\_\_

EMPLOYEE NAME \_\_\_\_\_ TITLE(S) \_\_\_\_\_

POSITION TITLE(S) \_\_\_\_\_

CLEAR CONCISE STATEMENT OF THE GRIEVANCE INCLUDING CIRCUMSTANCES INVOLVED (or please attach):

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SPECIFIC ARTICLE(S) AND SECTION(S) ALLEGEDLY VIOLATED:

ARTICLE \_\_\_\_\_ SECTION \_\_\_\_\_

ARTICLE \_\_\_\_\_ SECTION \_\_\_\_\_

ARTICLE \_\_\_\_\_ SECTION \_\_\_\_\_

DECISION RENDERED AT THE INFORMAL CONFERENCE: \_\_\_\_\_

SPECIFIC REMEDY SOUGHT: \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE(S) OF GRIEVANT(S) \_\_\_\_\_

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ARTICLE 19: DISPUTE RESOLUTION AND GRIEVANCES

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**SIERRA COLLEGE GRIEVANCE ANSWER STEP 1  
FACULTY**

Upon completion of this form please  
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- Copy 3 - Grievant
- Copy 4 - Grievant

**PLEASE PRINT**

EMPLOYEE NAME _____	POSITION _____	TITLE(S) _____
EMPLOYEE NAME _____	_____	POSITION _____
EMPLOYEE NAME _____	TITLE(S) _____	_____
	POSITION TITLE(S) _____	

IMMEDIATE SUPERVISOR'S DECISION

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DATE: \_\_\_\_\_ SUPERVISOR SIGNATURE: \_\_\_\_\_

ACCEPTED BY: _____	DATE: _____
_____	DATE: _____
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REJECTED BY: _____	DATE: _____
_____	DATE: _____
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6-12-12

ARTICLE 19: DISPUTE RESOLUTION AND GRIEVANCES

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**SIERRA COLLEGE GRIEVANCE FORM STEP 2  
FACULTY**

Upon completion of this form please  
Distribute as follows:  
Original - Human Resources  
Copy 1 - Supervisor  
Copy 2 - Grievant  
Copy 3 - Grievant  
Copy 4 - Grievant

**PLEASE PRINT**

EMPLOYEE NAME \_\_\_\_\_ EMPLOYEE NAME \_\_\_\_\_

EMPLOYEE NAME \_\_\_\_\_ EMPLOYEE NAME \_\_\_\_\_

EMPLOYEE NAME \_\_\_\_\_ EMPLOYEE NAME \_\_\_\_\_

**CLEAR CONCISE STATEMENT FOR THE REASON FOR THE APPEAL:**

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**SPECIFIC REMEDY SOUGHT:**

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DATE: \_\_\_\_\_

**SIGNATURE(S) OF GRIEVANT(S)**

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**NOTE: SUBMIT COPY OF ORIGINAL GRIEVANCE WITH THIS FORM.**

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**SIERRA COLLEGE GRIEVANCE ANSWER STEP 2  
FACULTY**

Upon completion of this form please  
Distribute as follows:

- Original - Human Resources
- Copy 1 - Supervisor
- Copy 2 - Grievant
- Copy 3 - Grievant
- Copy 4 - Grievant

**PLEASE PRINT**

NAME OF GRIEVANT \_\_\_\_\_

NAME OF GRIEVANT \_\_\_\_\_

NAME OF GRIEVANT \_\_\_\_\_

**ASSISTANT SUPERINTENDENT'S DECISION**

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DATE: \_\_\_\_\_ ASSISTANT SUPINTENDENT SIGNATURE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_

REJECTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

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ARTICLE 19: DISPUTE RESOLUTION AND GRIEVANCES

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**SIERRA COLLEGE GRIEVANCE FORM STEP 3**

**FACULTY**

Upon completion of this form please  
Distribute as follows:

- Original - Human Resources
- Copy 1 - Supervisor
- Copy 2 - Grievant
- Copy 3 - Grievant
- Copy 4 - Grievant

**PLEASE PRINT**

EMPLOYEE NAME \_\_\_\_\_ EMPLOYEE NAME \_\_\_\_\_

EMPLOYEE NAME \_\_\_\_\_ EMPLOYEE NAME \_\_\_\_\_

EMPLOYEE NAME \_\_\_\_\_ EMPLOYEE NAME \_\_\_\_\_

**CLEAR CONCISE STATEMENT FOR THE REASON FOR THE APPEAL:**

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**SPECIFIC REMEDY SOUGHT:**

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DATE: \_\_\_\_\_

**SIGNATURE(S) OF GRIEVANT(S)**

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**NOTE: SUBMIT COPY OF ORIGINAL GRIEVANCE WITH THIS FORM.**

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**SIERRA COLLEGE GRIEVANCE ANSWER STEP 3  
FACULTY**

Upon completion of this form please  
Distribute as follows:

- Original - Human Resources
- Copy 1 - Supervisor
- Copy 2 - Grievant
- Copy 3 - Grievant
- Copy 4 - Grievant

**PLEASE PRINT**

NAME OF GRIEVANT \_\_\_\_\_

NAME OF GRIEVANT \_\_\_\_\_

NAME OF GRIEVANT \_\_\_\_\_

PRESIDENT'S DECISION

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DATE: \_\_\_\_\_ PRESIDENT'S SIGNATURE: \_\_\_\_\_

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