

# Grievance Procedure

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This policy shall not apply to termination of contracts or termination of employment, non-renewal of contracts, suspensions, or demotions. A grievance is limited to a work-related complaint and is not related to discrimination based on sex, or any act of sexual harassment or based upon the NCCC Non-Discrimination Policy. Grievance procedures for faculty are established in the negotiated agreement between the Professional Educators' Association and the college.

## A. Definitions

1. **Grievance:** Grievance is a work-related complaint, which is not related to termination of contracts or termination of employment, non-renewal of contracts, suspensions or demotions, or discrimination based on sex, or any act of sexual harassment, or based upon the NCCC Non-Discrimination Policy.
2. **Aggrieved Person:** The person or persons making the complaint, which shall include only non-faculty employees.
3. **Party of Interest:** The person or persons making the complaint and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. **Days:** Except when otherwise indicated, days shall mean contract working days.

## B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting employees that may arise from time to time.

## C. Procedure

### 1. Level One

- a. Within 20 days from the date of awareness of a problem, the aggrieved person shall seek to resolve the matter informally with his/her supervisor.

### 2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at level one, or if no decision has been rendered within five (5) days after discussion of the grievance he/she may file the grievance in writing within ten (10) days of the level one response with the Chief Academic Officer on the form available in the Chief Academic Officer's office.
- b. Within five (5) contract days after receipt of the written grievance, the Chief Academic Officer or his/her designee will meet with the aggrieved person and his/her representative in an effort to resolve it. The Chief Academic Officer shall submit his/her decision in writing to the aggrieved person five (5) days after the meeting.

### 3. Level Three

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at level two, he/she may file a grievance within ten (10) days of the level two response with the President.

- b. Within five (5) days after receipt of the written grievance the President or his/her designee will meet with the aggrieved person and his/her representatives in an effort to resolve it. The President shall submit his/her decision in writing to the aggrieved person within five (5) days of the meeting.

#### 4. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at level three, he/she may file the grievance within ten (10) days of the level three response with the Board of Trustees by filing the grievance with the President.
- b. Upon receipt of the written grievance by the board, the grievance shall be scheduled at the next regular board meeting or the following regular board meeting if the next meeting is within ten (10) days of the receipt of the grievance by the board. The grievance will be heard in executive session unless otherwise requested by the grievant. The board shall submit its decision in writing to the aggrieved person within five (5) days of the meeting.

#### D. Rights of Employee Representation

1. No reprisals will be taken by the board or administration against any participant in the grievance procedure by reason of such participation.
2. An employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected by the grievant.

#### E. Miscellaneous

1. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the contract year, the days shall be those days during which the college office is open for business.
3. If at any stage of the grievance procedure, the grievant does not take the next step within the time allotted, the grievance shall be settled in the manner recommended at the last step, or the grievant may advise the administration that the grievance is dropped.
4. Decisions rendered at Levels Two, Three, and Four of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties of interest.
5. When it is necessary for a representative to attend a grievance hearing during the school day, he/she will, upon notice to the Chief Academic Officer, be released without loss of pay. Any employee whose appearance in such hearings as a witness if necessary will be accorded the same right.
6. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
7. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be prepared by the administration and made available in the Chief Academic Officer office to facilitate operations of the grievance procedure.
8. Time line exception: If the grievant chooses to have representation at any level, the administration will contact the grievant, who may coordinate with his/her representative to determine mutually acceptable dates at each level.

9. Strict rules of evidence and requirements of substantive and procedural due process, except the notice provisions and time deadlines provided herein, will not apply.
10. In the absence of a written reply herein being given within the time specified, the grievance is considered to be denied and the grievant may submit the grievance to the next level.
11. All grievances filed shall:
  - a. Be signed by the aggrieved person;
  - b. Be specific;
  - c. Contain a synopsis of the facts giving rise to the grievance;
  - d. Cite the article, section, page number of that portion of any policy or procedure allegedly violated (if applicable);
  - e. Contain the date of any alleged violation;
  - f. Specify the relief requested; and,
  - g. Be submitted using the college supplied forms.

If the grievance as filed is not in conformance with these requirements, then the college reserves the right to reject the grievance. Such rejection shall not extend the time limitations herein set forth.

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