

Policy 5025: Employee Grievance Policy

Original Date:

Status:

DEFINITIONS

- Grievance – a complaint by an employee alleging a violation or misinterpretation, as to the employee, of any District policy or regulation that directly and specifically governs the employee’s terms and conditions of employment. The term grievance shall not apply to any matter for which the method of review is prescribed by law or addressed in alternate District Governing Board (DGB) policy, or the District Governing Board is without authority to act.
- Grievant – an employee of Santa Cruz County Provisional Community College District (SCCPCCD)
- Terms and conditions of employment – the hours of employment, the compensation therefore, including fringe benefits, and the District’s personnel policies directly affecting the employee
- Day – District business days
- Immediate supervisor – the lowest-level administrator having line supervisory authority over the grievant

ITEMS THAT CANNOT BE GRIEVED

This grievance policy does not apply to complaints solely related to:

- Performance evaluations/reports; improvement plans; program or department reviews
- Hiring decisions, including internal promotion decisions
- Recommendation and notification for a reduction in force non-renewal or other business necessity termination

- Suspension or termination action initiated through a disciplinary process governed by Procedure 5020.01
- Harassment and/or discrimination complaints governed by alternate SCCPCCD policy

INFORMAL PROCEDURE

Before filing a formal written grievance, the grievant must attempt to resolve the matter by one (1) or more informal conferences with the immediate supervisor. The first of these informal conferences must be conducted within ten (10) days after the employee knew, or should have known, of the act or omission giving rise to the grievance. A second or any subsequent conference must occur within five (5) days after the initial informal conference, or any subsequent conference.

FORMAL PROCEDURE

Level 1

Within fifteen (15) days after the employee knew, or should have known, of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the Human Resources (HR) Office. The grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, a citation of the specific section of the policy or procedure that directly and specifically governs the employee's terms and conditions of employment that are alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought. Human Resources shall communicate a decision to the employee in writing within five (5) days after receiving the grievance.

Within the above time limits either party may request a personal conference to attempt to resolve the matter.

Level 2

In the event an acceptable resolution is not reached with the decision at Level 1, the decision may be appealed to the CEO within five (5) days after receipt of the decision. The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Interim CEO/CEO shall communicate a decision within five (5) days after receiving the appeal. Either party may request a personal conference within the above time limits.

Level 3

In the event an acceptable resolution is not reached with the decision at Level 2, the grievant may, within five (5) days, submit an appeal in writing through the CEO to the District Governing Board for consideration.

GENERAL PROVISIONS

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step, and there shall be no further right of appeal. Failure to file a grievance within fifteen (15) days after the employee knew, or should have known, of the circumstances upon which the grievance is based shall constitute a waiver of that grievance.

The filing or pendency of any grievance under the provisions of this policy shall in no way operate to impede, delay, or interfere with the jurisdiction of the CEO or the District Governing Board.