

Article 18 - Grievance

Section 1. Definitions

A. Grievant: A grievant shall be a member of the bargaining unit who, at the time of the alleged violation, has rights under a provision(s) of this Contract alleged to have been violated. A grievant shall also mean the CSN-NFA where it has rights under a provision(s) of this Contract alleged to have been violated. Nothing herein shall prevent CSN-NFA from filing a grievance, with the consent of and on behalf of a grievant who is a member of the bargaining unit.

B. Grievance: For purposes of this Agreement, a grievance is a procedure for resolution of disputes exclusively relating to interpretation or application of this collective bargaining agreement. Disputes outside the scope of this grievance process are exclusively subject to any institutional grievance procedures established pursuant to NSHE Code Section 5.7. Should there be disagreement between the grievant and responding party as to whether a grievance falls under the interpretation or application of this collective bargaining agreement, an informal conversation will be held between the CSN-NFA President and Chief Human Resources Officer. If agreement cannot be reached between these two parties as to the proper grievance avenue, the use of an agreed upon outside mediator may be employed. Cost of mediation will be shared equally between CSN-NFA and CSN administration.

C. Days: For purposes of this Grievance Procedure, days shall mean working days (Monday through Friday and non-holidays) within the approved academic calendar. The timeline is not counted while the faculty member is off contract.

Section 2. Time for Filing Grievance

If an individual wishes to file a grievance, the grievance must be filed with the CSN Human Resources Office on forms to be provided by the CSN Human Resources office, or CSN-NFA website. Forms are subject to change only where there is mutual agreement by the CSN-NFA and CSN Human Resources. Forms are to be filed within:

A. Twenty [20] working days following the act or omission giving rise to the grievance; or

B. Twenty [20] working days following the first time the grievant knew or should have known of the act or omission, if that is later. In this case the document must identify when the grievant first learned of the act or omission.

Section 3. Content of Initial Filing

The initial filing shall contain the grievant's:

- Name
- Office address or email address
- Description of the act or omission which gave rise to the grievance including the date of such act or omission, the Code, Bylaws or Contract section allegedly violated, if any
- Remedy sought

Section 4. Grievance Process

Disagreement disputes relating to interpretation or application of this collective bargaining agreement should be resolved in a timely manner and as close to the perceived problem as possible. A faculty member who seeks to grieve any of these issues shall proceed as follows:

The grievant has the opportunity to present one witness in one meeting after the initial informal grievance meeting is held. However, the grievant may present summative witness statements or the decision-maker may grant the request to include witnesses in subsequent meetings.

A. Initial Informal Meeting: The affected administrator (Chair, Dean, Director, vice president or designee), shall offer to meet with the grievant within ten (10) working days of the filing of a grievance. The meeting shall be informal in nature. The grievant shall have the opportunity to explain the circumstances surrounding the grievance and present witnesses, if any. (In the initial meeting, an Administrator higher than Dean or Director may not be needed.) The grievance begins at the lowest level/first level supervisor and moves upward through the supervisory chain should resolution not be reached at the informal meeting.

The Dean, or designee, shall respond with a decision in writing to the grievance in writing within ten (10) working days following the meeting. The Dean, or designee, shall transmit one copy of the decision document to the grievant and one copy to the CSN-NFA. The decision document shall provide reasons for the decision.

B. Appeal to Vice President: If the grievant is not satisfied with the decision arising from the initial meeting, the grievant may appeal that decision to the appropriate Vice President, or designee, by filing an appeal with the CSN Human Resources Office on forms to be provided by the CSN Human Resources Office. The appeal must be filed within ten (10) working days following the issuance of the decision document arising from the initial meeting. The Vice President, or designee, shall offer to meet with the grievant within ten (10) working days following the filing of the appeal, and grievant and the Vice President, or designee, shall have the opportunity to discuss the circumstances surrounding the grievance. The meeting shall be informal in nature. The grievant may present summative witness statements at this meeting, or present a witness as described above in Section 4. The Vice President, or designee, shall issue a written decision to the President within ten (10) working days following the close of the meeting. The Vice President, or designee, shall transmit one copy to the grievant and one copy to the CSN-NFA. The decision document shall provide reasons for the decision.

C. Appeal to President: If the grievant is not satisfied with the decision from the appeal to the

appropriate Vice President or designee, the grievant may appeal that decision to the President by filing an appeal with the Office of the President on forms to be provided by the CSN Human Resources Office within ten (10) working days following the issuance of the decision document from the appeal to a Vice President or designee. The appeal shall indicate whether a meeting with the President is requested. The President, or designee, shall offer to meet with the grievant within twenty (20) working days following the receipt of the appeal. The meeting shall be informal in nature. The grievant and the President shall have the opportunity to discuss the circumstances surrounding the grievance and the appeal. The grievant may present summative witness statements at this meeting, or present a witness as described above in Section 4. If the grievant does not request a meeting, the grievant shall submit a brief statement (10 pages or less) explaining why the decision from the Vice Presidential appeal was in error. The President shall issue a decision in writing within twenty (20) working days following the meeting, if any, or following the filing of the appeal with the President's Office in the event no meeting is held. The President shall transmit one (1) copy to the grievant and one (1) copy to the CSN-NFA. The decision document shall provide reasons for the decision. The decision of the President shall be final and binding on the parties. This decision does not preclude mediation. Failure by the President or their designee (so long as the designee has not heard the grievance at a previous step) to issue a decision document within the time limits specified shall mean that the grievant may deem the grievance to be accepted. The CSN President shall order the remedy sought granted to the grievant.

Section 5. Timeliness; Filing; Issuance of a Decision

A grievance or an appeal shall be considered filed at the time a copy of the grievance or appeal is presented to the appropriate office as specified in this grievance procedure. A decision shall be considered issued at the time it is handed personally to the grievant or mailed return-receipt requested, in an envelope bearing proper postage and an address indicated by the grievant on the initial grievance or at such other address subsequently indicated by the grievant in writing to the office issuing the response. If mailed, the date of issuance shall be five (5) working days following the U.S. postal service postmark.

Section 6. Failure to Respond

Failure at any step of this procedure by the responding party to issue a decision document within the time limits specified shall mean that the grievant may inform the Office of Human Resources of the failure to respond. Human Resources is responsible for automatically advancing the grievance to the next step upon the request of the grievant.

When a decision is issued, the failure at any step to appeal a denial within the time limits shall be deemed acceptance of the denial.

If there is a failure to issue a decision after a meeting or appeal, the meeting does not count as one of the two meetings of which a grievant is allowed to present witnesses, as described in Section 4 above.

Section 7. Representation

Faculty members have the right to present to CSN a grievance that is outside the scope of interpreting

and applying this CBA established pursuant to NSHE Code Section 5.7 and to have such a grievance adjusted without intervention of the CSN-NFA. All documents used by the grievant in presenting the grievance shall be made available to CSN in a timely and expeditious manner. All documents relevant to the process of the grievance requested by the grievant shall be made available to the grievant in a timely and expeditious manner. Any dispute over confidentiality of documents will be resolved by CSN general counsel in collaboration with the CSN-NFA President.

Grievances brought under the CBA will be housed in the personnel file of the grievant as described in *NSHE Procedures & Guidelines Chapter 16: Records Retention & Disposition Schedule*.

Section 8. Consolidation of Grievances

Two or more grievances involving the same act, omission, or alleged violation of contract may be consolidated. CSN-NFA shall have the right to file a grievance on behalf of members of the bargaining unit where it deems a provision of the contract has been violated.

Section 9. Meetings

Meetings, for the purpose of discussing a grievance, shall be held at mutually agreeable places and times during working hours, unless agreed to in advance by all involved.

Section 10. Retaliation

No retaliation shall be taken against any employee by reason of having filed a grievance or participated in a grievance meeting.

Section 11. Expenses

Each party to a grievance shall bear the expense of presenting its case.

Section 12. Other Grievance Procedures

This procedure is the exclusive grievance procedure available to members of the bargaining unit for resolution of disputes relating to interpretation or application of this collective bargaining agreement.