

## CSN's 10-10-17 Response to NFA's 2<sup>nd</sup> GRIEVANCE PROCEDURE

### **Preamble**

The objective of this Article is to ~~secure a fair and equitable~~ provide a prompt, fair and responsive process for the resolution of grievances at the lowest possible step of the grievance procedure. The parties to this CBA recognize that the prompt resolution of ~~difficult~~ issues is essential to a sound employer-employee relationship. NFA and CSN Administration encourage the ~~prompt and informal~~ resolution of complaints by faculty members, at all times, at the lowest level possible.

### **Section 1. Definitions:**

"Grievance" means an allegation that there has been a violation of a specific term of this Agreement.

"Grievant" means a) the member of the bargaining unit who initiates a grievance or b) NFA when a grievance affects multiple bargaining unit members or when it is NFA that is impacted. ~~the party who initiates a grievance.~~

"Day" means a calendar day.

### **Section 2. Grievance Steps:**

#### **Step 1. (Informal)**

a. A bargaining unit faculty member shall first discuss a grievance with his or her department or unit head within ~~90~~ 75 ~~31~~ days following the date on which the grievant knew, or reasonably should have known, of the act, omission, or condition which is the basis of the grievance.

~~b. If the department or unit head is the subject of the grievance, the bargaining unit faculty member may proceed directly to Step 2.~~

c. If the department or unit head and the bargaining unit faculty member do not resolve the grievance within 10 days of the initial discussion, the department or unit head shall document the outcome in a written memo and the bargaining unit faculty member may proceed to Step 2.

#### **Step 2. (Dean or Director)**

a. If the grievance is ~~unresolved~~ ~~it is not satisfied with the decision~~ at Step 1, the grievant may present a written grievance to the Dean within ~~20~~ 15 days of the issuance of the ~~written memo~~ ~~decision~~ at Step 1. If there is no Dean in the grievant's chain of command, as with library faculty, then the grievance should be presented to the appropriate Director.

~~b. If the grievant did not use Step 1, he or she shall present a grievance to the Dean or Director in writing within 60 days following the date on which the grievant knew, or reasonably should have known, of the act, omission, or condition which is the basis of the grievance.~~

c. The grievance shall be in writing and provide the information described in Section 5 below.

d. The Dean or Director and the Deputy Chief Human Resources Officer shall meet with the grievant and his or her NFA representative (if desired by the grievant) within ~~20~~ 10 days of receipt of receipt of the written grievance.

e. The Dean or Director will send a decision in writing to the grievant within 14 days of the meeting.

**Step 3 (Vice President of Academic Affairs or Relevant Vice President)**

- a. If the grievant is not satisfied with the decision at Step 2, the grievant may present the written grievance to the Vice President of Academic Affairs ~~or a Relevant Vice President~~ within ~~20~~ 15 days of the issuance of the decision at Step 2.
- b. The Vice President of Academic Affairs and the Chief Human Resources Officer ~~or Relevant Vice President~~ will meet with the grievant and his or her NFA representative (if desired by the grievant) within ~~20~~ 10 days of receipt of the written grievance.
- c. The Vice President of Academic Affairs ~~or Relevant Vice President~~ will send a decision in writing to the grievant within 14 days of the meeting. Grievances against the Vice President of Academic Affairs may be filed with the President in lieu of the Vice President of Academic Affairs. If the grievant is not represented by NFA, a copy of the decision will be sent to NFA forthwith.
- d. If the grievance is not resolved at Step 3 in part or in whole because of a disagreement as to the interpretation or application of the CBA, NFA may submit the question of the interpretation or application of the CBA to arbitration., ~~NFA may submit the matter to arbitration.~~

**Section 3.** If NFA is the grievant, NFA shall have the option to file the grievance at Step ~~23~~ no later than 60 days following the date on which ~~the bargaining unit faculty member whose rights under this Agreement were allegedly violated~~ it knew or reasonably should have known of the act, event, or condition which is the basis of the grievance.

**Section 4.** General Provisions:

- a. A grievant may represent him or herself at any step in the grievance process or may elect to be accompanied or represented by a NFA representative. ~~If NFA does not represent the grievant, the resolution of the grievance shall not be inconsistent with the terms of this Agreement.~~
- b. The grievant and CSN Administration may agree to modify the time limits in any step of the grievance procedure. At formal steps, agreements to modify time limits shall be in writing. Reasonable requests by either party for extensions of time will not be unreasonably denied.
- c. CSN Administration's failure at any step of this procedure to communicate the decision on the grievance within the time limit, including any extension thereof, shall be deemed a denial of the grievance. The grievant's failure at any step of this procedure to appeal to the next step within the time limit, including any extension thereof, shall be considered acceptance by the grievant of the decision rendered at the previous step but will not constitute a past practice or any precedent in the disposition of other cases.
- d. A grievant may withdraw a grievance at any time.
- e. All facts relevant to a grievance shall be presented by the parties with the objective expressed in the Preamble of this Article.
- f. ~~Grievances alleging prohibited discrimination or discriminatory harassment must be filed within 365 days following the date on which the grievant knew or reasonably should have known of the act, omission, or condition which is the basis of the grievance.~~

**Section 5.** Written grievances must include at least:

- a. Name of grievant.
- b. A statement describing the nature of the grievance, and the approximate date of the events giving rise to the grievance.
- c. The provision of this Agreement that the grievant believes to have been violated and a description of how it was violated.
- d. The specific relief sought.
- e. Signature of grievant.