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GRIEVANCE POLICY AND PROCEDURES

Northern New Mexico College

1. Purpose

The purpose of this policy is to provide an equitable and orderly process by which to resolve, at the lowest possible level, any grievance by employees of Northern New Mexico Community College. Nothing contained herein shall be construed to limit in any way the ability of the College and the grievance to resolve any grievance informally if possible. This process should establish a mutual understanding of encouragement to resolve problems with objectivity, freedom from fear or retaliatory consequences or reprisals, and within a reasonable amount of time.

Note: This policy shall apply in all cases and for all employees of the College except where the issues being grieved are governed by a prevailing bargained-for-employee agreement, in which case the grievance procedures contained therein shall govern the grievance process.

2. Policy

It is the policy of NNMC to provide an equitable and orderly process by which to resolve, at the lowest possible level, any grievance by employees of Northern New Mexico Community College.

3. Procedures

3.1. Definitions

- 1) A “grievance” shall be defined as a dispute or complaint from an employee of the institution, about the institution's policies, procedures, or management.
- 2) A “grievance” shall be an employee of the institution.
- 3) “Days” shall mean workdays and shall not include holidays or recesses observed by the College.

3.2. Procedures

- 1) Grievance proceedings shall be kept informal and confidential at all levels of this procedure.
- 2) The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.
- 3) If the College fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
- 4) If the grievance fails to comply with the grievance's time limit requirements as set forth under any of the procedure levels, the grievance shall be considered null and void.
- 5) The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.
- 6) A grievance shall not be considered unless the grievance files the grievance no later than ten (10) days after the grievance knew or reasonably should have known of the action that precipitated the grievance.
- 7) No reprisal or retaliation by any party to the grievance shall be taken against any party as a result of participation in the proceeding of a grievance.
- 8) If a grievance affects a group of two or more employees or involves a decision or action by the College that has a systemwide impact, the employees may submit the grievance on behalf of the affected employees at Level Two of this procedure. The parties may submit this grievance at Level One if all of the employees affected by the grievance have the same supervisor.
- 9) The parties shall cooperate in any investigation that may be necessary to expedite the process.
- 10) All documents related to a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file of any of the grievance participants.
- 11) All grievances and grievance responses shall be filed and processed on the grievance form included herein.

- 12) Unless otherwise agreed to by the parties, the processing of grievances shall be conducted during non-duty time or before or after the work day. If the parties agree to process the grievance during the employee's workday, the employee shall not suffer any loss of pay or benefits.
- 13) Except for informal decisions at Level One, all decisions shall be submitted in writing at each step of the grievance procedure and the decision shall be submitted to the grievance.

3.3. Level One

- 1) A grievance shall first discuss the grievance with the grievance's immediate supervisor, to resolve the issue informally.
- 2) If the grievance is not resolved with the immediate supervisor, or the immediate supervisor has not responded within ten (10) workdays of the grievance filing, a grievance may be filed at Level Two.
- 3) If the immediate supervisor has no authority to resolve the grievance, the grievance may be submitted by the grievance directly to Level Two. Management may defer the grievance back to Level One if the supervisor at that Level has the authority to address the grievance, so long as such deferral takes place within ten (10) days of receipt of the grievance.
- 4) If the grievance is not satisfied with the immediate supervisor's disposition, the grievance may appeal the grievance to Level Two no later than ten (10) days following the receipt of the immediate supervisor's decision.

3.4. Level Two

- 1) No later than ten (10) days following receipt of the written grievance, the Dean shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses to the meeting to present evidence on their behalf. Each party shall have the right to question witnesses brought by the other party.
- 2) No later than ten (10) days following the conclusion of the meeting, the Dean shall submit the written response to the grievance and the Federation.

3.5. Level Three

- 1) If the grievance is not settled at Level Two and the grieving(s) wish to appeal the grievance to Level Three (President or designee), it shall be

appealed, in writing, to the President within ten (10) workdays after receipt of the decision at Level Two.

- 2) Within ten (10) workdays the President, or the designated representative, provided said person has not been previously involved in Levels One or Two, shall discuss the grievance with the grievance(s) at a time mutually agreeable to the parties. If no settlement is reached, the President, or the designated representative, shall give a written answer within ten (10) workdays following such meeting.

3.6. Arbitration

- 1) If the grievance is not satisfied with the President's written disposition, the Grievance may submit the grievance to arbitration by submitting a written request for arbitration to the President no later than ten (10) days following the receipt of the President's or designee's written decision.
- 2) The arbitrator will be selected from a list of five (5) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). The arbitrator shall be chosen through the process of alternatively striking arbitrators until one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. This process shall be conducted no later than ten (10) days following receipt by the parties of the list of arbitrators from FMCS or AAA.
- 3) The arbitrator shall conduct a hearing as soon as possible. The arbitrator may establish the rules of procedure and, at the arbitrator's discretion, may require the parties or witnesses to testify under oath.
- 4) The arbitrator's decision shall be submitted in writing within thirty (30) days after the closing of the hearing and shall include the decision, rationale, and, if appropriate, relief. The arbitrator shall have no authority to add to or subtract from or extend or detract from the rights of employees covered by this Agreement.
- 5) The arbitrator's decision shall be final and binding on the parties.
- 6) The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the cost.