

Grievance Procedure and Arbitration Procedure

Roosevelt University	Elgin Community College	NEIU	City Colleges	Columbia College
<p>Articles Grievance Procedure</p> <p>A. Definitions</p> <p>1. Any written claim by the Union or an adjunct faculty member that there has been a violation, misinterpretation, or misapplication of the specific terms of this Agreement will be a grievance.</p> <p>B. Formal Procedures</p> <p>1. Step One: The employee or the Union shall present the grievance in writing to the Dean of the College in which the grievant is employed. Such grievance shall be submitted within twenty (20) days following the occurrence complained of or within twenty (20) days following the date upon which the grievant reasonably should have become aware of the occurrence giving rise to the grievance. The Dean shall arrange for a meeting with the grievant and his or her Union representative to take place, at a mutually convenient time, within ten (10) days after actual receipt of the grievance to discuss the claim. Within ten (10) days after the meeting, the employee and the Union will be provided with the Dean's written response.</p> <p>2. Step Two: If the grievance is not resolved at Step One, then the Union or employee may refer the grievance in writing to the Provost of the University or designee within fifteen (15) days after receipt of the Step One answer. The Provost or designee will arrange for a</p>	<p>ARTICLE III: GRIEVANCE PROCEDURE</p> <p>3.1 Definitions. A grievance is any claim by faculty or the Association that there has been a violation, misrepresentation or misapplication of the terms of this contract.</p> <p>3.3 Filing. The grievance shall be filed not later than thirty (30) days of the date of the occurrence giving rise to the grievance or from the date when the grievant might reasonably have become aware of the occurrence with the Chief Human Resources Officer and copied to the immediate supervisor.</p> <p>3.4 Formal Procedure. Step 1: Chief Human Resources Officer and Immediate Supervisor Not later than thirty (30) days after the filing date of the grievance, Human Resources shall submit a written response to the President of the Association, Association Grievance Chair and supervisor.</p> <p>Step 2: College President The Association can advance the grievance to the College President not later than fifteen (15) days from receipt of Human</p>	<p>Article 20 Grievance Procedure</p> <p>20.01 Purpose The University and the Union encourage the informal resolution of differences, agree that problems should be resolved before the filing of a Grievance, and encourage open communication so that resort to the Grievance procedure will not be necessary. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of Grievances. The procedures hereinafter set forth shall be the sole and exclusive method of resolving the Grievances of Employees pursuant to this Contract.</p> <p>20.03 Definitions</p> <p>A. The term "Grievance" shall mean a dispute concerning the interpretation or application of a specific term or provision of this Contract, subject to those exclusions appearing in other Articles of this Contract.</p> <p>B. The term "Grievant" shall mean an employee or group of employees in a dispute over a term or provision of this Contract as it relates to them, or the Union in a dispute over a term or provision of this Contract as it relates to the Union as an organization.</p> <p>20.09 Grievance Resolution Procedure</p> <p>A. Exploratory Resolution Phase</p> <p>1. This procedure most often begins when the Grievant meets with the Union Grievance Officer or Grievance Representative to determine whether any sections of this Contract have been violated. However, this procedure can also begin when an Employee independently chooses to file a Grievance Form with the Office of Academic Affairs</p> <p>2. If the Union Grievance Officer agrees that the issue involves a contract violation, a Grievance Form is completed not more than 30 Days following (a) the date of the act or omission believed to be in violation of the contract, or (b) the date on which the Union or</p>	<p>IX. GRIEVANCE AND ARBITRATION PROCEDURE</p> <p>A grievance is a complaint by one or more part-time faculty member(s) that an express provision of the CBA was violated.</p> <p>A. Step 1 - College Level. File within 45 days; College President or designee shall respond by granting or denying in whole or in part within 14 days of receipt of grievance.</p> <p>B. Step 2- Appeal to the Chancellor. Appeal within 14 days of delivery of President's response. Within 30 days of receipt of the Union or part time faculty member's appeal to Step 2, the Chancellor or his designee shall schedule a meeting to discuss the grievance with the Union, the part-time faculty member, and the relevant college administrators. Within 30 days of that meeting, the Chancellor or his designee will grant or deny the grievance in whole or in part.</p> <p>C. Step 3 - Binding Arbitration. If the Union is not satisfied with the Chancellor's disposition, the Union may refer the grievance to binding grievance arbitration within thirty (30) days of its receipt of the Chancellor's Step 2 decision.</p>	<p>Article IX</p> <p>1. Definition A grievance is defined as a complaint by a Unit member, group of Unit members, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement</p> <p>2. Informal Resolution before initiating Step 1 procedures...</p> <p>The Grievant(s) should request a meeting with the appropriate Department Chair or the Department Chair's designee as soon as possible after the event giving rise to the grievance, but not later than fifteen (15) Working Days after such event's occurrence. An Association Representative shall be entitled to participate. A person chosen by the Department Chair or the Department Chair's designee may also attend. The Department Chair's or the Department Chair's designee's decision shall be rendered within ten (10) Working Days of the meeting. If the Grievant(s) is not satisfied with the Department Chair's or the Department Chair's designee's decision, he or she may initiate formal proceedings.</p> <p>3. Formal Proceedings</p> <p>A. Step 1 Within thirty-five (35) Working Days after the Grievant(s) knew or should reasonably have known of the event giving rise to the grievance, the grievance</p>

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<p>meeting with the grievant and his or her Union representative to take place, at a mutually convenient time, within ten (10) days of actual receipt of the appeal. Within ten (10) days of the meeting, the employee and the Union will be provided with the written response of the Provost or designee.</p> <p>3. Step Three: If the Union is not satisfied with the disposition of the grievance at Step Two, it may submit the grievance to final and binding arbitration. The American Arbitration Association will act as the administrator of the proceedings and the arbitrator shall be selected in accordance with its procedures. If a written demand for arbitration is not filed within twenty (20) days of the date for the Step Two response, then the grievance will be deemed withdrawn.</p> <p>The arbitrator will base his or her decision solely upon his or her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.</p> <p>D. General Provisions</p> <p>1. Each party will bear the full costs of its representation. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties.</p>	<p>Resources' written response. The President shall either represent the Board directly or appoint a management representative with full authority to resolve the grievance. The College President shall provide a written response to the President of the Association and Association Grievance Chair within fifteen (15) days of receipt of the advanced grievance.</p> <p>Step 3: Arbitration</p> <p>The Association can proceed to binding arbitration by notifying the President or designee not later than fifteen (15) days from the date of the Board's written response. The parties shall appoint a panel of arbitrators mutually approved by the legal representatives of each party. Once the arbitrator has been selected, every effort shall be made to schedule the hearing within thirty (30) calendar days of the date of appeal to arbitration. If the hearing cannot be scheduled within sixty (60) calendar days of such appeal, the next available arbitrator shall be selected unless the parties otherwise mutually agree.</p> <p>Briefs if required shall be due within thirty (30) calendar days of the completion of the hearing. The arbitrator's decision shall be due within thirty (30) calendar days of his/her receipt of both briefs.</p> <p>3.6 Expense of Arbitration.</p> <p>each party shall bear the full cost of its representation in the arbitration.</p>	<p>Employee knew or reasonably should have known of such act or omission, whichever is later.</p> <p>4. The Union Grievance Officer and University Contract Administrator shall meet. If the Union Grievance Officer and University Contract Administrator are able to reach a resolution acceptable to the University, Union and Grievant, within 10 Days, they note the resolution in the Resolution Update section of the Grievance Form. The matter is then considered closed.</p> <p>5. If the Union Grievance Officer and University Contract Administrator are not able to reach a resolution, the Grievance will automatically proceed to the Grievance Panel Hearing Phase and the University Contract Administrator or his/her designee shall schedule the date of the Grievance Panel Hearing.</p> <p>B. Grievance Panel Hearing Phase</p> <p>1. The Grievant shall be notified of the hearing date no later than 2 Days after the Union Grievance Officer and University Contract Administrator are unable to reach a resolution. The convening of the Grievance Review Panel shall be within 20 Days of the Exploratory Resolution Phase.</p> <p>3. The Grievance Panel shall be composed of four members: two employees selected by the University President, and two bargaining unit Employees selected by the Union Chapter President. The Grievance Panel shall be formed and regular meetings scheduled within 30 days of the ratification of this Contract, and then by the third week of each subsequent academic year.... An individual, selected from the pool of neutral parties mutually agreed upon by the University President and the Union Chapter President, shall moderate all Grievance Panel Hearings.</p> <p>5. The Grievant and the Administrator(s) alleged to have violated the contract shall be present at the hearing and shall have the right to present any evidence in support</p>		<p>must be filed in writing with the Liaison to the Association or his or her designee (the "Liaison"). Within ten (10) Working Days, the Liaison shall meet with the Grievant(s) and an Association Representative for the purpose of resolving the grievance. The Liaison may also gather information from any appropriate sources. Within ten (10) Working Days of the meeting, the Liaison shall render a decision, in writing</p> <p>B. Step 2</p> <p>If the grievance is not resolved at Step 1, the Grievant(s) may submit the grievance in writing to the provost or his or her designee within ten (10) Working Days after the receipt of the decision of the Liaison. Within ten (10) Working Days of the receipt of the grievance, the provost, or his or her designee, shall meet with the Grievant(s) and an Association Representative for the purpose of resolving the grievance.</p> <p>C. Step 3</p> <p>If the grievance is not resolved at Step 2, then within thirty (30) Working Days of the date of the provost's decision, the Association alone may submit the grievance to binding arbitration. The Association and the College shall agree upon an arbitrator experienced with the arbitration of grievances under college or university collective bargaining agreements. In the event they cannot agree, then each shall submit a list of three (3) arbitrators, and each side will take turns striking one (1) unacceptable</p>

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	<p>The cost of the arbitrator and of the American Arbitration Association shall be divided equally between the Board and the Association.</p>	<p>or refutation of the Grievance. 6. During the hearing, the Grievance Panel’s responsibility shall be to hear the facts surrounding the Grievance 7. After the conclusion of the hearing, the Panel shall have 5 Days to write individual conclusion statements C. Presidential Review and Decision The University President shall issue a decision stating the reasons within 15 Days... D. Arbitration If the Grievance is not satisfactorily resolved at the Presidential Review Phase, the Union may, upon the request of the Grievant, proceed to arbitration by filing a written notice within 30 days after receipt of the President’s decision. E. Request for Mediation If upon filing for arbitration, the University and the Union agree, mediation is an available option. Any costs of said Mediation shall be shared equally by the University and the Union.</p> <p>20.11 Arbitration Procedure D. Conduct of Hearing The hearing shall commence within 15 Days of the arbitrator’s acceptance of selection, and the arbitrator shall issue the decision within 30 calendar days of the close of the hearing or the submission of briefs, whichever is later. G. Fees and Expenses All fees and expenses of the arbitrator as well as the cost of the AAA list(s) shall be divided equally between the University and the Union.</p>		<p>name until only one (1) name remains; Each party shall bear its own costs and expenses associated with the arbitration, except that the losing party shall pay the fees and costs associated with the arbitrator.</p> <p>4. Timeliness Any grievance not adhering to time limits prescribed herein shall be deemed waived, unless extended by both parties in writing.</p>

Grievance Procedure and Arbitration Procedure (Cont'd)

American University	Georgetown University	George Washington University	Tufts University
<p>Article 4.1 Standard Procedure</p> <p>Step 1: Within fifteen (15) days of the event giving rise to the grievance or after the employee reasonably should have known of the event giving rise to the grievance, the aggrieved employee or the Union may submit a written grievance to the Department Chair or administrative designee in the employee's chain of command, with a copy to the Assistant Vice President of Human Resources and the Union. The Department Chair or administrative designee will schedule a meeting with the employee to be held within fifteen (15) days of receipt of the written grievance and will submit a written answer to the aggrieved employee within fifteen (15) days of such meeting, and provide a copy of the answer to the Chief Human Resources Officer and the Union.</p> <p>Step 2: within fifteen (15) days after receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the Dean in the employee's chain of command, or his or her designee, with a copy to the Assistant Vice President of Human Resources and the Union. The Dean, or designee, will schedule a meeting with the aggrieved employee, and representative of the Union, to be held not more than fifteen (15) days after receipt of the Step 2 appeal. The Dean, or designee, will submit a written answer to the aggrieved employee within fifteen (15) days after the Step 2 meeting, with a copy to the Assistant Vice President of HR and the Union.</p> <p>Step 3: Within fifteen (15) days after receipt of the Step 2 answer, the aggrieved may submit a written grievance appeal to the Provost, or designee. The Provost, or designee, will schedule a meeting with the aggrieved employee, and</p>	<p>Article 16</p> <p>(A) – Grievances shall take place by direct discussion between the Union and the University.</p> <p>(B) - An aggrieved adjunct faculty member or the Union shall present a grievance within twenty-one (21) calendar days of its occurrence or discovery, or such grievance shall be deemed waived. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested.</p> <p>(C) – Step 1. The adjunct faculty member shall file the grievance with his/her Department Chair or Program Director within twenty-one (21) calendar days of its occurrence or discovery. If the grievance is not resolved satisfactorily within twenty-one (21) calendar days thereafter, the grievance may proceed to Step 2.</p> <p>Step 2. If the Union deems the grievance to be meritorious, it may file the Step 2 grievance with the Dean of the appropriate School or his/her designee within fourteen (14) calendar days of receipt of the Step 1 response, or within fourteen (14) calendar days of the deadline. A grievance involving the discharge of an adjunct faculty member or a grievance on behalf of a group of adjunct faculty members may be filed by the Union at Step 2. If timely, the Dean or his/her designee shall conduct a meeting for the purpose of attempting to resolve the grievance. If the grievance is not resolved at this meeting, the Dean or his/her designee shall respond to the Union in writing within twenty-one (21) calendar days of the meeting. If the Dean or his/her designee fails to respond within twenty-one (21) calendar days of the meeting, the grievance may proceed to Step 3.</p> <p>Step 3. A grievance not resolved at Step 2 may be appealed in writing by the Union to the University's</p>	<p>Article XXI</p> <p>(A) – A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement... Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed an informal resolution of any dispute is desirable. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the University's Director of Part-Time Faculty Personnel Administration.</p> <p>(B) – An aggrieved Faculty member or the Union shall present a grievance within twenty (20) working days of its occurrence or discovery, or such grievance shall be deemed waived. The grievance must be reduced to writing and must specify the nature of the grievance, the provision(s) of this Agreement at issue, and the relief requested. A grievance alleging a violation of Article XVI (Non-Discrimination) must include waiver language signed by the grievant....A Faculty member may be accompanied by a Union representative starting at Step 2 of the grievance procedure, except that a Faculty member may be accompanied by a Union representative at any investigatory interview that the Faculty member reasonably believes may result in disciplinary action, including at Step 1 of the grievance procedure.</p> <p>(C) – The following steps shall be followed in the processing of grievances:</p> <p><u>Step 1:</u> Faculty member shall file the grievance with his/her Dept. Chair or Program Director within twenty (20) working days of its occurrence or discovery. If the grievance is not resolved satisfactorily within ten (10) working days thereafter, the grievance may proceed to Step 2. Furthermore, while the Faculty member and the</p>	<p>Article 8</p> <p>Section 1 – A grievance within the meaning of this Agreement shall be any dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.</p> <p>Section 2 – A prompt and efficient method of settling grievances, as herein defined, is both desirable and necessary...it is agreed that an informal resolution of any dispute is desirable. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the Union and the University.</p> <p>Section 4 – An aggrieved faculty member or the Union shall present a grievance within twenty-one [calendar] (21) days after the grievant became aware of, or reasonably could have known about, the action being contested.</p> <p>Section 5. If a grievance involves allegations that the University has discriminated on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), or any other class protected under University policy or applicable law, it will be processed through the procedures of the University's Office of Equal Opportunity (OEO).</p> <p>Section 6 – The following steps shall be followed in the processing of grievances:</p> <p>Step 1: The faculty member shall file the grievance with his/her Department Chair or Program Director. The Chair or Program Director shall meet with the faculty member and/or Union within ten (10) days of receipt of the grievance to discuss the grievance, and write an answer within ten (10) days of the meeting.</p> <p>Step 2: the Union may file the Step 2 grievance with the Dean of Academic Affairs or his/her designee within fourteen (14) days of receipt of the Step 1</p>

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<p>representative of the Union, to be held not later than fifteen (15) days after receipt of the Step 3 appeal. The Provost, or designee, will submit a written answer to the aggrieved employee within fifteen (15) days after such meeting, with a copy to the Union. The decision of the Provost or designee is final, unless the Union appeals the grievance to final and binding arbitration, as set forth in Section 4.2 of this Article.</p> <p>Section 4.2 – Election of Arbitration (A) The Union, with the written concurrence of the aggrieved employee, may submit a grievance that has been properly processed through the procedure set forth in Section 4.1 of this Article to final and binding arbitration. The election of arbitration shall be made by submitting written notice of such intent, signed by a Union representative, to the Assistant Vice President of Human Resources or designee within fifteen (15) days after receipt of the answer at Step 3 of Section 4.1(B) of this Article. A Union grievance submitted to arbitration does not require employee consent.</p>	<p>Provost or his/her designee within fourteen (14) calendar days of the conclusion of Step 2. A meeting for the purpose of attempting to resolve the grievance shall be held at this Step. If the grievance is not resolved at this meeting, the Provost or his/her designee shall respond to the Union in writing within twenty-one (21) calendar days of the meeting.</p> <p>Arbitration. A grievance not resolved at Step 3 may be appealed to arbitration by the Union by giving notice to the University within twenty-eight (28) calendar days of the Step 3 response.</p> <p>(E) – The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the University.</p>	<p>University are encouraged to resolve disputes at Step 1, the Union may initiate a grievance on the Faculty member’s behalf at Step 2. In the event an individual Faculty member and the University settle a dispute without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement.</p> <p><u>Step 2:</u> Faculty member may request that the Union appeal to Step 2. The Union shall meet with the grievant and, if the Union deems the grievance to be meritorious, it may file the Step 2 grievance with the Dean of the appropriate school within ten working days of receipt of the Step 1 response. The Dean (or designee) shall conduct a meeting to attempt to resolve the grievance, and if not resolved, the Dean shall respond to the Union in writing within twenty working days of the meeting.</p> <p><u>Step 3:</u> Unresolved grievance may be appealed in writing to the Provost within ten working days of the conclusion of Step 2. A meeting to resolve the grievance shall be held. If unsuccessful, the Provost (or designee) shall respond in writing within 20 working days of the meeting. Any grievance filed on behalf of 2 or more Faculty members or involving the discharge of a Faculty member or a grievance against a Dean, may be initiated at Step 3. Also, as to any other grievance, the parties may proceed initially at Step 3 if by mutual agreement in writing.</p> <p>(D) – Arbitration: A grievance not resolved at Step 3 may be appealed to arbitration by the Union within 30 working days of the Step 3 response. The Union shall request arbitration by giving notice to that effect to the Federal Mediation and Conciliation Service with a copy to the University... The arbitrator shall have jurisdiction only over grievances, as defined in the Article, and shall have no authority to add to, subtract from, modify or amend in the</p>	<p>response, or within fourteen (14) days of the deadline for the Step 1 response, if none was received. If timely, the Dean or his/her designee shall conduct a meeting for the purpose of attempting to resolve the grievance. If not resolved at this meeting, the Dean or his/her designee shall respond to the Union in writing within fourteen (14) days of the meeting.</p> <p>Step 3: Union may appeal to Dean of School of Arts and Sciences or designee within fourteen (14) days of receipt of the Step 2 response, or within fourteen (14) days of the deadline for the Step 2 response, if none was received. A meeting for the purpose of attempting to resolve the grievance shall be held at this Step. If the grievance is not resolved at this meeting, the Dean or his/her designee shall respond to the Union in writing within fourteen (14) days of the meeting.</p> <p>Mediation - A grievance not resolved at Step 3 may be processed to mediation by the Union by giving written notice to the University within twenty-one (21) days of the Step 3 response, or within twenty-one (21) days of the deadline for the response.</p> <p>Arbitration - A grievance not resolved in mediation may be appealed to arbitration by the Union by giving written notice to the University within twenty-one (21) days of the last mediation session.</p> <p>Section 7 - If a faculty member must miss a class because he/she is required to attend an arbitration ...the faculty member shall be responsible for scheduling a make-up class or arranging, sufficiently in advance of the scheduled class, for a suitable replacement to teach the class who is acceptable to the Department Chair or immediate supervisor.</p>

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		<p>provisions of this Agreement. The arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by the University on matters committed to the University's discretion under Article IV (Management and Academic Rights) which are not further abridged by other terms of this Agreement.</p> <p>(E) – If a faculty member must miss a class because of an arbitration, there will be no loss of compensation. The Faculty member shall be responsible for scheduling a make-up class or arranging, sufficiently in advance of the scheduled class, for a suitable replacement to teach the class who is acceptable to the Department Chair or immediate supervisor.</p> <p>(F) – All time limits may be extended by mutual agreement in writing. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.</p>	