

## **ARTICLE XIII GRIEVANCE PROCEDURE**

The Board and the Faculty Council recognize the importance of continuing orderly and peaceful labor relations for the mutual interest and benefit of the Board, faculty, administration and students. The Board and the Faculty Council further recognize the mutual benefits of just and expeditious resolution of grievances that may arise and have included herein procedures for the effective processing and resolution of such grievances.

### **1. Definitions and Provisions**

A grievance is defined as a complaint by a faculty member or the Faculty Council of an alleged violation of a specific section of this Agreement. If any such grievance arises, there shall be no individual or concerted stoppages or suspensions of work because of such grievance, but such grievance shall be submitted under the following grievance and/or arbitration procedures.

Grievances filed by the Faculty Council must be filed with the knowledge of the faculty member(s) involved.

While the Faculty Council is the exclusive representative of all employees in the unit, any individual employee or a group of employees may at any time initiate grievances pursuant to this Article and then have them remedied without the intervention of the Faculty Council as long as the remedy is not inconsistent with the terms of this Agreement, provided that the Faculty Council has been given an opportunity to be present at any meeting to determine such remedy.

### **2. Informal Resolution**

No grievance shall be entertained or processed unless it is submitted for informal resolution.

Earnest effort shall be made to resolve grievances by informal communications between the grievant and the appropriate Dean or other administrative officer. The grievant must initiate the informal resolution process within fifteen (15) days of the date of the alleged violation giving rise to the grievance or following the date on which the grievant knew or, in the exercise of reasonable diligence, should have known of such alleged violation if that date is later. The appropriate Dean or other administrative officer will give due consideration to the grievance. If the Dean or other appropriate administrative officer determines that the grievance has merit, he/she will take appropriate steps to remedy the cause of the grievance and provide written notice of his/her determination within ten (10) days from the filing of the grievance. If such a resolution is not reached, the grievant may utilize the grievance procedures set out under "C" below.

### **3. Procedure**

At any conference scheduled, beginning with Step 1 of this Article, the grievant must be present and may elect to have present one Faculty Council representative as an advisor/observer and the appropriate Dean or other administrative officer may elect to have present one other administrative officer as an advisor/observer.

#### **Step 1: Appeal to the Vice President**

If the grievance is not resolved through the Informal Resolution with the appropriate Dean or other administrative officer, the grievant may initiate the formal grievance resolution procedure by submitting the grievance to the appropriate Vice President within ten (10) days following receipt of the determination of the informal resolution by the Dean or other appropriate administrative officer. The written grievance shall identify all grievant(s), be signed by the grievant(s), and shall contain a statement of explanation of the grievance, the provision(s) of the Agreement allegedly violated, and the remedy requested.

Upon receiving the written grievance, the appropriate Vice President will schedule a conference on the matter which shall take place within ten (10) days after the written grievance has been submitted and shall advise the grievant of the time and place of the conference. The appropriate Vice President shall communicate his/her written decision to the grievant within five (5) days following the conference.

#### **Step 2: Appeal to the College President**

If the grievance is not resolved through conference at Step 1, the grievant may appeal to the College President. The appeal shall be made in writing and submitted to the College President within five (5) days after receipt of written notice of the Step 1 decision and shall state the nature of the grievance, the disposition offered by the Vice President, and the reason(s) why such disposition is unsatisfactory. The College President shall schedule a conference within ten (10) days on the matter and advise the grievant of the time and place of the conference. The College President shall communicate his/her decision in writing to the grievant within five (5) days of the conference.

#### **Step 3: Arbitration**

A grievance that was not resolved at Step 2 may be submitted by the Faculty Council to an arbitrator for decision. The Faculty Council shall submit to the College President a written notice of referral of the grievance to arbitration within fifteen (15) days after the College President has submitted his/her written decision pursuant to Step 2.

The parties shall within five (5) days jointly request the American Arbitration Association to submit a panel(s) of qualified arbitrators from which the parties shall select an arbitrator pursuant to the procedures of the American Arbitration Association. The arbitrator selected shall set a time and place for the hearing subject to the availability of the Board and Faculty Council representatives.

The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement as they apply to the specific grievance presented, and he/she shall be without power or authority to alter or modify in any manner any of the provisions of this Agreement or make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law.

The arbitrator shall issue his/her decision as soon as possible from the date of the closing of the hearing, or if oral hearings have been waived or supplemented or if post-hearing briefs have been filed, then from the date of transmitting the final proofs and statements and/or briefs. Either party shall have the right to file a post-hearing brief to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The decision shall be binding on all parties, provided that either party may challenge the arbitrator's decision in a court of competent jurisdiction and/or defend against an unfair labor practice charge or complaint before the Illinois Educational Labor Relations Board on the grounds that the arbitrator acted illegally and/or contrary to the terms of this Article that specify the scope of the arbitrator's authority. The mutual fees or expenses for the arbitrator shall be paid equally by the Board and the Faculty Council. All other costs shall be paid by the party incurring same.

#### **D. Time Limits**

1. The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal within the grievance procedure.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant or Faculty Council, as appropriate, to proceed to the next step.
3. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.
4. For purposes of calculating time limits under this Article, "days" shall mean days on which the College's administrative offices are open. During time periods outside of the standard academic year, a grievant or administrator may suspend a time limit relating to the holding of a conference under Steps 1-2 if he/she is unavailable to attend the conference. An unavailable grievant or administrator shall give advance written notice to the other of his/her unavailability, reason for unavailability, and date of expected later availability so that the grievance process may continue. Both the Faculty Council and Board agree that this provision is not intended, and should not be used, to delay the expeditious consideration of grievances.