Article IV

Grievance and Arbitration Procedure

General

A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.

B. It is the intention of the parties involved to provide a peaceable and orderly procedure to resolve disagreements concerning the interpretation of this Agreement.

C. The time limits in the steps may be shortened or extended upon written mutual agreement between both parties. If the time limits are not followed by the Association, the grievance shall be considered settled based on the Employer’s last answer. If the time limits are not followed by the Employer, the grievance may be advanced to the next step by the Association.

D. The Association shall use a mutually agreed upon grievance form to initiate grievances.

E. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all holidays and unscheduled closures.

F. Any grievance not presented for disposition through the grievance process within ten (10) working days of the occurrence of the conditions giving rise to the grievance, or within ten (10) working days of the date it is reasonable to assume that the Association or Employee first became aware of the conditions giving rise to the grievance, shall not hereafter be considered a grievance under this Agreement.

G. The grievant may initiate the grievance at the lowest level that has the authority to grant the relief requested, which may be Step Two or Step Three.

Step One - Immediate Supervisor

An Employee and/or the Association having a grievance shall discuss the matter, informally, with the immediate supervisor, with the Employee's Association representative present. If the grievance is not resolved orally it may be moved to Step Two.

Step Two - Vice President for Educational Services

The Association then may submit the grievance, in writing, within ten (10) working days of the Step One meeting or decision, whichever is later, to the Vice President for Educational Services, stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. Alleged contract violations should be identified by Article, Section, Paragraph, etc. The Employee may and the Association shall sign the grievance. The Association and the Employee, if the Employee so chooses, shall then, within ten (10) working days thereafter, meet with the Vice President for Educational Services and any other necessary individuals to discuss the grievance. The Vice President for Educational Services will respond in writing with the results of this meeting within ten (10) working days to the Steward, Association and Grievant.
Step Three – College President

A. If the grievance is not resolved at Step Two, the Association and/or the Employee (at the Employee’s option) shall then, within ten (10) working days of either a Step Two decision or the time period for issuing a Step Two decision has expired, meet with the President to discuss the grievance.

B. If the grievant is not satisfied with the response given in Step 2, the grievant, who may be represented by the Association's Representative and a bargaining committee of not more than three (3) employees (see Article XII), who will also act as the Grievance Committee, may appeal the grievance to the within of the Step 2 response.

B. The President shall give his/her decision, in writing, relative to grievance, within ten (10) working days of the meeting to the Association Representative and the Employee.

C. In all cases where management has determined that discharge will be the result of a disciplinary action the following shall occur:

1. A discharge hearing will be scheduled to determine whether or not to discharge the employee.

2. The hearing shall be attended by the grievant, Management, Association Labor Relations Agent, and the Association Bargaining Committee.

Step Four – Arbitration

A. Only the Association may process a grievance to Step 4. Notice of the intent to arbitrate will be sent to the president within thirty (30) days of either a Step Three decision or the time period for issuing a Step Three decision has expired.

B. Any unresolved grievance which is related to the interpretation, application or enforcement of a provision of this Agreement, or any written supplementary agreement, and which has been fully processed through the last step of the grievance procedure, may be submitted to binding arbitration in strict accordance with the following procedure.

C. Arbitration shall be requested within thirty (30) working days of the notification of the decision in Step Three by written notice to the other party of intention to arbitrate.

D. The parties agree that within ten (10) working days of written notice from the Association they will file to obtain a panel of five (5) names from the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service. The selection of an impartial Arbitrator shall then be selected in accordance with the rules and regulations of MERC or FMCS. The arbitrator shall be based in Michigan.

E. Powers of the Arbitrator are subject to the following limitations:

1. He/she shall have no power to add to, subtract to, disregard, alter or modify any terms of this agreement.
2. As to grievances involving College policies, rules and regulations, see Article III, College Policies, Rules and Regulations Not Inconsistent With Agreement.

2. He/she shall not have the power to rule on the discharge or discipline of a probationary Employee.

3. He/she shall have the authority to determine if any discharge or discipline of a non-probationary Employee was of just cause and may review the penalty imposed subject to the following:

a. If the arbitrator determines it to be inappropriate and/or unduly severe, she/he may modify it accordingly.

b. The arbitrator shall have the authority in cases concerning discharge or discipline, to order the payment of back wages and compensation for an employee which the employee would otherwise have received.

4. More than one (1) grievance may not be considered by the arbitrator, at the same time, except upon expressed mutual consent.

5. If a grievance is denied, the Association shall be deemed the losing party. The cost of the Arbitrator shall be borne by the losing party, and each party shall assume its own cost of representation, including any expense of witnesses. In the event there is not a clear cut losing party in an Arbitrator's decision the Arbitrator will determine the percentage paid by each party.

6. The decision of the Arbitrator shall be final, conclusive, and binding upon the College and the Association.