

## **ARTICLE 27**

### **GRIEVANCE PROCEDURE**

**Section 1. Complaints.** A complaint is an informal claim by a faculty member, or group of faculty members in the bargaining unit or by the local chapter or MSCF of alleged improper, unfair, arbitrary or discriminatory treatment. A complaint may constitute a grievance if not mutually resolved, and if the complaint falls within the definition of a grievance. Complaints shall be processed only through the informal procedure for handling complaints as herein set forth.

**Subd. 1. Informal Procedure for Handling Complaints.** Any faculty member in the bargaining unit either with or without the MSCF grievance representative on the campus may informally discuss a complaint on behalf of him/herself or other faculty members with the appropriate college administrator. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of (similar) complaints or grievances. No complaint can become a grievance until it has gone through the informal procedure for handling complaints.

**Subd. 2.** Faculty members are encouraged but not required to resolve complaints on an informal basis with the faculty member's immediate supervisor at the earliest opportunity.

**Section 2. Time Limits.** No grievance shall be entertained or processed unless it is submitted within twenty-five (25) working days after the occurrence of the event giving rise to the grievance, or within twenty-five (25) working days of the date the grievant knew or through the use of reasonable diligence should have known of the event or occurrence that gave rise to the grievance. Grievances that are not submitted within the time lines shall be deemed to be withdrawn.

**Subd. 1. Appeals.** Failure to appeal a grievance from one level to another within the time periods or extensions as described herein shall constitute a withdrawal of the grievance.

**Subd. 2. Extension of Time Limits.** The time limit in each step, except the time limit for filing the grievance in Step 1, may be extended for periods of twenty (20) days, by mutual written agreement of the Employer and MSCF grievance representative. A request for an extension of time limits shall not be unduly withheld by either party.

**Subd. 3. Computing Time Limits.** In computing any period of time prescribed in this Article, the date that the grievant through the use of reasonable diligence became aware of the act, event, default, or failure to act for which the designated period of time begins to run shall not be included. If such event occurs during the summer when the faculty member involved is not on duty, the first day shall be deemed to be the first day of duty in the succeeding academic year. The last day of the period so computed shall be counted unless it is a Saturday, Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or legal holiday.

**Subd. 4. Failure to Respond.** If the Employer does not answer a grievance or an appeal thereof within the specific time limits, the MSCF grievance representative may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

**Section 3. Evidence.** There shall be no withholding of evidence or information within the knowledge of either party at any step of the proceedings. At the request of either party, representatives of the parties shall meet no later than two (2) working days prior to the date of a scheduled arbitration hearing for the purpose of exchanging exhibits. Such exhibits shall include all those that the parties intend to introduce as part of their respective cases-in-chief and are known to them at the time of the meeting.

**Section 4. Grievances.** A grievance is defined as a dispute or disagreement raised in writing by a faculty member, a group of faculty members, or the MSCF against the Employer involving the interpretation or application of the specific provisions of the MSCF/Minnesota State Contract or application of a rule or regulation affecting terms and conditions of employment in other than a uniform manner or other than in accordance with the provisions of the rule or regulation.

**Section 5. Reprisal.** Faculty members who bring evidence forward or participate in a grievance or arbitration proceeding shall not suffer reprisal of any sort from the Employer for such action or participation.

### **Section 6. Grievance Steps.**

**Step 1.** If a complaint, which has gone through the informal procedure for handling complaints and has not been resolved at that level, falls within the definition of a grievance, it may become a grievance.

A grievance shall be in writing and filed on the official grievance form supplied by the MSCF or the Employer. The written grievance must be signed by a MSCF grievance representative on the campus in the case of individual faculty member grievances and in the case of chapter grievances. The written grievance must be signed by a MSCF representative in the case of multiple college or state level grievances.

The grievance shall set forth the nature of the grievance, the Contract provisions violated, the facts on which the alleged violation is based, and the relief requested. The college president or designee shall discuss the grievance within five (5) working days with the MSCF grievance representative on the campus at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, (not necessarily at the meeting, may be after the meeting), the settlement shall be reduced to writing and signed by the college president or designee and the MSCF grievance representative on the campus. If no settlement is reached, the college president or designee shall give the Employer's written answer to the MSCF grievance representative on campus within five (5) working days following their meeting and shall also forward a copy to the chancellor's designee. A grievance for an action that does not occur at the college where the grievant is employed shall begin at Step 2 of the grievance procedure.

**Step 2.** If the grievance is not settled in Step 1, and the MSCF desires to appeal, it shall be referred by the MSCF in writing to the chancellor's designee within fifteen (15) working days after the designated college president's answer in Step 1 is received or is due. A meeting or discussion between the chancellor's designee and the MSCF representative shall be held within fifteen (15) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the chancellor's designee and the MSCF representative. If no settlement is reached, the chancellor or designee shall give the Employer's written answer to the MSCF within fifteen (15) working days following the meeting.

**Step 3.** If the grievance is not settled in accordance with the forgoing procedure, the MSCF may appeal the grievance to arbitration within ten (10) working days after the answer of the chancellor's designee in Step 2 is received or is due by serving written notice of the appeal to the chancellor's designee. The parties may convene a joint labor management committee to discuss any grievance that has been appealed to arbitration. The committee shall consist of six (6) persons appointed by the MSCF and six (6) persons appointed by the Chancellor. Meetings shall be scheduled as needed at the request of the MSCF, but no more than one (1) each month. Additional persons may be invited as needed. The MSCF representative and/or chancellor's designee may also request grievance mediation prior to arbitration.

**Section 7. Waiver of Steps.** The parties may mutually agree to waive Step 1 and/or Step 2 of the grievance procedure.

**Section 8. Arbitration Panel.** The arbitration proceeding shall be conducted by an arbitrator, to be selected by lot, from a permanent panel of ten (10) arbitrators. The members of the permanent panel shall be selected by the following method: the MSCF and the chancellor's designee shall submit a list of ten (10) arbitrators until agreement is reached on a permanent panel. Vacancies on the panel that arise during the term of this agreement shall be filled by mutual agreement or by each party submitting a list of three (3) arbitrators, until a replacement is agreed upon.

**Section 9. Arbitrator's Authority.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Contract. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the MSCF, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without

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power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, and rules and regulations having the force and effect of laws. The arbitrator shall submit in writing the decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the interpretation or application of the express terms of this Contract and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the MSCF, and the faculty member(s).

**Section 10. Fees and Expenses.** The fees and expenses of the arbitrator shall be divided equally between the Employer and the MSCF provided, however, that each party shall be responsible for compensation of its own representatives and witnesses.