

FORM SUPPLEMENT

IX-1 Application for Sabbatical Leave

ARTICLE X - Grievance Procedure

10.01 Intent of the Parties

It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or a member or members of the bargaining unit and the Employer. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving the application of this Agreement; provided, however, that disputes involving the application of Article XIII A (Post-Tenure Review) shall be governed by the provisions of that Article. For issues involving affirmative action and/or discrimination a unit member is encouraged to proceed under the Employer's Affirmative Action Policy, which contains a separate grievance procedure in a forum devoted exclusively to those issues. Filing a grievance under the Affirmative Action Grievance Procedure shall not abrogate the right of a unit member to file a complaint with the appropriate government agency which handles affirmative action and/or discrimination matters, i.e. Massachusetts Commission Against Discrimination, Equal Employment Opportunity Commission, etc. The Association further agrees that it shall not initiate proceedings in any other forum in respect of any matter that is or may become the subject of a grievance as hereinbefore defined until it shall have first exhausted the procedures provided herein.

10.02 General Provisions

- A. Any member(s) of the bargaining unit may initiate and pursue a grievance through the first (1st) two (2) steps of the grievance procedure without intervention of the Association, provided that a representative of the Association shall be afforded the opportunity to be present at any conferences held; and provided further that any disposition made of any grievance under this Article shall not be inconsistent with the terms of this Agreement.

Any member of the bargaining unit may be represented by the Association at any step of the grievance procedure.

-
- B. Failure of a grievant(s) to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Article. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be of the essence and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be a waiver of the right to seek resolution of the grievance under this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual agreement of the parties or by oral agreement confirmed in writing.
- C. In the event that the administration fails to comply with any of the provisions of this Article, including time limits, the grievant(s) may add this allegation as an additional count if the grievance is appealed to Step Two. If the grievant(s) chooses not to appeal the original grievance to Step Two, the grievant(s) may file a procedural grievance at Step Two. The decision of the Chancellor or Chancellor's designee regarding the alleged procedural violation shall be final.
- D. The resolution of a grievance at any step shall not be deemed to be an admission by the Employer or the Association of any violation or breach of the terms of this Agreement, or that such grievance is judicially cognizable or legally sufficient pursuant to any applicable provisions of the laws of the Commonwealth nor shall it establish any precedent nor grant to the Association or any unit member standing to initiate proceedings or pursue a remedy in any other forum.
- E. A grievance may be withdrawn without prejudice at any level.
- F. The Employer agrees not to interfere, restrain, or coerce any unit member because of that unit member's filing a grievance and/or that unit member's participation in any of the grievance proceedings.
- G. Whenever possible grievance meetings shall be scheduled so as not to interfere with professional responsibilities of individuals involved. If it is necessary to meet with the employer during working hours, the grievant, one (1) Association representative who is a member of the bargaining unit, and necessary witnesses may attend without loss of time or compensation for such meetings. No grievance meetings to which a part-time unit member is a party or a witness shall be scheduled during the

meetings to which a part-time unit member is a party, or a business shall be conducted during the part-time unit member's work time unless the President of the College or the President's designee has approved an alternate work schedule; no part-time unit member shall receive reassigned time with