

10.04 Step One - President or the College or the President's designee

Within thirty (30) calendar days after the grievant knows or should have known of the alleged act or omission on which the grievance is based, the grievant shall present the complaint and all evidence upon which the grievant relies or intends to rely as supporting the grievant's claim for relief to the President of the College or the President's designee. The Complaint shall state all issues and contract violations upon which the grievance is based. The President of the College or the President's designee shall meet with the grievant for the purpose of resolving the grievance and shall, within thirty (30) calendar days of receipt of the written complaint and evidence, render a decision and reasons therefor in writing to the grievant.

10.05 Step Two - Mediation

If the grievance is not resolved at Step One or the written decision of the President of the College or the President's designee is not rendered within the time specified, mediation of a grievance may be initiated in accordance with the following provisions:

- A. The grievant may appeal the Step One decision in writing to the Chancellor or the Chancellor's designee for mediation (on a standard form) with a copy to the President of the College or the President's designee. The appeal shall be filed within ten (10) calendar days of receipt of the decision of the President, or the President's designee or the end of the time specified in Step One for said decision, whichever is sooner. Upon receipt of the appeal, the President of the College or the President's designee shall submit to the Chancellor or the Chancellor's designee the grievance form filed at Step One, all evidence introduced to date, and copies of all decisions.

No further issues or contract violations may be added subsequent to the conclusion of mediation; provided, however, that the grievant shall have the opportunity to provide rebuttal evidence. If new issues or contract violations are presented by either party at Step Two, a party may have the mediation of that grievance continued until another date; provided, however, this does not preclude either party from concluding mediation in accordance with Article 10.05G.

- B. Failure to so file with the Chancellor or Chancellor's designee within the time specified shall be deemed to be acceptance of the decision rendered at Step One.
- C. Within forty (40) calendar days of receipt of the appeal, the parties shall meet for the purpose of mediation. The mediations shall take place at Massasoit (Canton Campus), Bunker Hill, or Quinsigamond. The parties agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating basis. The parties agree to review their list annually, or more often if requested by either party, and adjust the list as mutually agreed upon by said parties.
- D. The mediator selected by the parties shall be assigned to mediate on the same day a minimum of four grievances unless otherwise agreed by the parties. If no settlement is reached in the mediation conference, the grievance may be appealed to arbitration pursuant to 10.06 below. If one of the above mediators is unable to schedule a mediation conference within forty (40) days from the receipt of the appeal, it will be referred to the next mediator in line. If one of the above arbitrators can no longer serve as a mediator, the parties will mutually agree to a replacement. The fees and expenses of the mediators shall be shared equally by the parties.
- E. Mediation is an informal, off-the-record process in which the parties are free to disclose to the mediator the essence of the dispute without injuring their case if mediation is unsuccessful and the case goes on to arbitration. Confidential information disclosed to a mediator in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely or introduce as evidence in any arbitral, judicial, or other proceeding:
1. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
 2. Admissions made by another party in the course of the mediation proceedings;
 3. Proposals made or views expressed by the mediator; or

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4. The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

- F. The mediator does not have the authority to impose a settlement on the parties but will attempt to help

F. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute.

G. Mediation shall conclude in one of the following ways:

1. By the execution of a settlement agreement by the parties; or
2. By a written declaration of the mediator, a party, or the parties to the effect the mediation proceedings are concluded.

H. Either party may terminate this mediation procedure and revert to the appended Step Two provisions of the 1990-1993 Agreement upon thirty (30) days notice to the other party on or after one year following the execution date of this Contract. The former Step Two provisions shall be applicable to grievances filed at Step Two on or after the expiration of the thirty (30) days notice.

10.06 Step Three - Arbitration

A. Within forty (40) calendar days after mediation has been concluded in accordance with 10.05G2, ar-