

TENTATIVE AGREEMENT # 10

ARTICLE IX – GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Definition of a Grievance

Under this Agreement, the term “grievance” is defined as an allegation by an employee that the College has violated an express provision of this Agreement and that such employee has been personally aggrieved thereby, or by the Union that the College has violated an express provision of this Agreement, or by the College that the Union has violated an express provision of this Agreement. Such grievances shall be addressed through the procedure provided for by this Article. A grievance specifically excludes determinations or reports that are covered by the College’s Title IX Policy for Faculty or Part Six of the Faculty Handbook.

Employees waive the right to utilize any procedure related to discipline and discharge provided for in the Faculty Handbook.

Section 2. Deadlines

All time limits herein may be extended by mutual agreement expressed in writing. All meetings referenced in this Article shall be scheduled at a date and time mutually agreeable to the parties.

Section 3. Informal Resolution

An employee and their immediate supervisor may first attempt to resolve any grievance informally. Neither party shall have the authority to alter the terms of this Agreement and such resolution shall not be precedential in nature.

While informal resolution is desirable, an employee is under no obligation to seek to resolve any issue informally and the Union reserves its right to file a grievance pursuant to this Article. In any meeting with their supervisor to discuss an informal resolution of a grievance, an employee is entitled to request union representation.

Section 4. Procedure

Step 1

On behalf of an employee (the “grievant”), the Union shall submit the Grievance to the employee’s Chair/Program Director and the Associate Dean of the Faculty for Faculty Affairs within fourteen (14) business days of the incident which gave rise to the Grievance. The Chair/Program Director or Associate Dean of the Faculty shall hold a meeting with the grievant and their union steward or staff representative within five (5) business days and respond in writing within ten (10) business days after the meeting. A copy of the Step 1 grievance shall be provided to the Human Resources Office.

Step 2

Upon failure to resolve the grievance at Step 1, the Grievance shall be submitted to the Dean of Faculty/Vice President of Academic Affairs within five (5) business days of the Step 1 response. There shall be a meeting held within five (5) business days. The grievant and their union steward or staff representative shall meet with the Dean of Faculty (or their designee) to attempt to resolve the Grievance. The Dean of Faculty (or their designee) shall respond in writing within ten (10) business days after this meeting.

A grievance on behalf of the College may be initiated at Step 2 and shall be submitted to the Union's business agent. There shall be a meeting held between the College and the Union within five (5) business days to discuss the grievance. The Union shall respond in writing to the grievance within ten (10) business days after this meeting.

Step 3 – Binding Arbitration

A Grievance which has not been resolved at Step 2 may, within twenty (20) business days after issuance of the Step 2 determination, be referred for arbitration by the Union to the American Arbitration Association (AAA) under its Labor Arbitration Rules.

The award of an arbitrator shall be final, conclusive, and binding upon the Employer, the Union, and the employee(s).

The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined by this Article, and shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The Arbitrator shall not hear or decide more than one grievance at one time without the mutual consent of the College and the Union.

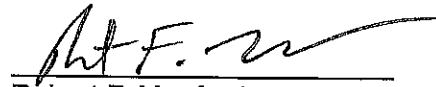
The fees and expenses of the arbitrator, and the cost of any hearing transcript shall be borne equally by the College and the Union. Each party shall bear the expense of preparing and presenting its own case.

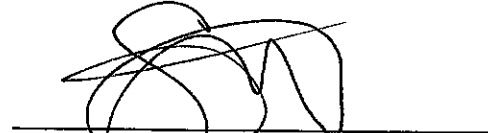
Section 5. Written Presentation and Meetings

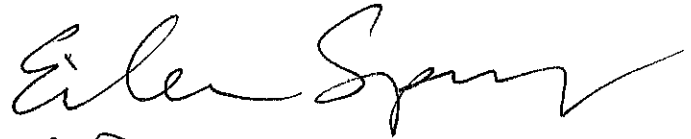
All Grievances presented at Steps 1 through 3 of this Article shall be in writing on a form agreed to by the parties and provided by the Union, signed by the aggrieved employee, or by the Union for a Union grievance, and must set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved employee, or the Grievance will be deemed to have been waived, unless the defect is corrected before the end of the time for filing.

Unit member shall not miss a class in connection with investigating or adjusting a grievance or in connection with preparing for or attending any meeting, mediation or arbitration in connection with this Agreement, except when attendance is compelled by subpoena or other legal process. Accordingly, the parties agree that they will make every reasonable effort to schedule arbitrations, meetings, or mediation at the College at times that do not conflict with the teaching schedule or unit members who either party anticipated will be attending arbitration as a grievant or witness.

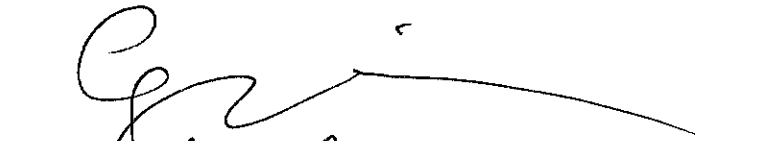

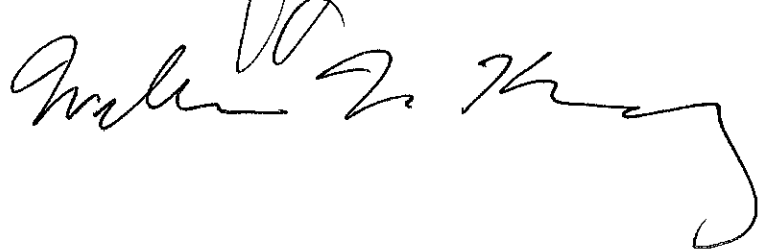
Agreed to: October 27, 2023


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