

ARTICLE V - GRIEVANCES

Section 1

The administrative organization of the College provides a series of levels through which an individual problem may be handled. A grievance shall be considered misinterpretation or misapplication of a specific article or section of this agreement. Items in this contract subject to federal and state statutes are not subject to the grievance procedure.

The Board shall establish a complaint procedure to deal with disputes arising out of work-related situations. Such procedure shall be comparable to the grievance procedure which follows, but shall terminate with the President or designee. The complaint procedure shall not be deemed part of or covered by this Agreement except for the fact of its establishment.

Section 2

- A. Grievances shall first be submitted by the grievant or the Union to the immediate supervisor, in writing, stating facts giving rise to grievance, section of agreement alleged to be in violation and relief requested by grievant. The grievance must be filed within ten (10) working days of the alleged infraction.
- B. If no agreement is reached within five (5) working days, the case may be presented to the appropriate Vice President or designee in writing within five (5) working days of the employee's receipt of a response from the immediate supervisor or in the absence of a response, within ten (10) working days from its submission to the immediate supervisor.
- C. If no agreement is reached within five (5) working days, the case may be presented to the President of the College or designee. All written material, including a critique written by the appropriate Vice President will be forwarded to the President or designee within five (5) working days of the employee's receipt of a response from the Vice President or designee or in the absence of a response, within ten (10) working days from its submission to the Vice President.

ARBITRATION

If the grievance is not resolved in Article V, Section 2 C, and the Union requests arbitration, the President of the College or designee and the President of the Union or designee will select a mutually acceptable arbitrator who will review the grievance. In the event that the President of the College and the President of the Union or designee cannot agree upon an acceptable arbitrator, the procedures and services of the Federal Mediation Conciliatory Services will be engaged. If the parties shall mutually agree to utilize a court reporter to produce a transcript of the arbitration hearing, the parties shall share equally in the cost of the court reporter and in providing the copies of the transcript for the arbitrator and the parties. If only one party shall determine to utilize a transcript, such party shall bear the entire cost thereof, provided the other party shall not be entitled to a copy of such transcript, but if a copy is furnished to the arbitrator, such other party shall have the right to inspect such transcript.

Within thirty (30) calendar days after meeting with the aggrieved party, the President of the College or designee, and the President of the Union or designee, the arbitrator shall render in writing an award on the grievance claimed. The expenses incurred by the arbitrator and any fee for services will be shared equally by the Board and the Union. The arbitrator shall limit his opinion strictly to the application and interpretation of the provisions of this contract. The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of this agreement. The decision of the arbitrator shall be binding.

Section 3

An individual may submit a grievance in person and/or may have a representative of the Union present to represent him/her. The steward shall be allowed a sufficient period of time to process the individual's grievance. The Union shall have the right to have a representative present at any formal meeting or hearing hereunder.

Section 4

An individual is entitled to review of his/her problems by each of the levels listed. This review will be completed by all levels within thirty (30) working days unless more time is needed.

Section 5

- A. Upon written request, an employee shall have the right to review and have reproduced (at the employee's expense) all materials in the employee's personnel file(s). Such review and reproduction shall be in the presence of a designated employee of the Board.

Only one (1) official personnel file shall be maintained at the college in the Human Resources Center for each full-time employee. No other files, records, or notations shall be kept by the college except for necessary information kept by the immediate supervisor. Such personnel files may be examined upon request through the Director, Human Resources. A full-time employee shall be notified in writing when something evaluative is placed in his/her file and he/she shall have the right to respond in writing to any item placed in their file; such response shall be included in the file, provided such response is submitted within fifteen (15) calendar days of the full-time employee's receipt of a copy placed in the file. Other than full-time employee, the Director, Human Resources or his/her designee shall have access to official personnel files. These files shall be accessible through legal subpoenas. The Human Resources Center will honor the Privacy Act.

GRIEVANCE FORM
JOLIET JUNIOR COLLEGE

PLEASE FILL OUT THIS FORM IN TRIPLICATE BY SUPPLYING THE NECESSARY INFORMATION.

DATE _____

1. Name of employee filing the grievance _____

2. Position employee holds at Joliet Junior College _____

3. This grievance is filed in reference to:

Article No. ____ Section No. ____ Paragraph No. ____

4. Statement of Grievance as presented by Grievant: _____

* If additional space is needed, attach a letter to this form

5. The following is a statement of the relief requested by said grievant.

Grievant's Signature _____

Copy #1 Administration
Copy #2 Grievant
Copy #3 Union President

- B. Each employee shall have the right to insert material to his/her personnel file that is relevant to the employee's service, including the right to reply to any material in the personnel file(s), at any time, provided such shall be submitted within fifteen (15) calendar days of the event or date of filing of the original material.
- C. No evaluative material shall be placed in an employee's personnel file(s) unless the employee receives a copy of such material and notification that said material is being placed in the file(s). The employee shall acknowledge such copy.
- D. No material referred to in C above shall be the basis of, nor contributing factor in, a disciplinary proceeding if such material is dated one (1) calendar year or more prior to the disciplinary action unless the events described in such material have been the subject of additional materials placed in the employee's file.
- E. The Board agrees to remove all warning notices after one year, provided the Board reserves the unilateral right to continue any such notice for an additional year on consequential matters of a nature such as, but not limited to, sexual or other harassment, assault, battery and drunkenness but not if the subject is other than of a transient nature (such as, but not limited to, tardiness).