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# CLASSIFIED OFFICE & TECHNICAL UNIT GRIEVANCE FORM

JCD/FTC AFT/AFL-CIO Grievance#

A unit employee should seek to resolve a complaint or concern with the appropriate supervisor by informal discussion. The employee may involve a shop steward in this effort. In the event no satisfactory resolution occurs, the employee may initiate the formal grievance procedure. A formal grievance must be submitted in writing on this form. IN ORDER TO BE TIMELY, A GRIEVANCE MUST BE SUBMITTED BY THE EMPLOYEE WITHIN TEN (10) WORKING DAYS OF THE OCCURRENCE GIVING RISE TO THE GRIEVANCE OR WITHIN TEN (10) DAYS OF THE DATE ON WHICH THE EMPLOYEE SHOULD HAVE REASONABLY KNOWN OF SUCH OCCURRENCE. The grievance should initially be submitted to the lowest administrative level at which a recommendation or action has been initiated or occurred leading to the grievance.

EMPLOYEE JOB TITLE

DEPARTMENT LOCATION

DATE OF INCIDENT SUPERVISOR

NATURE OF GRIEVANCE

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ARTICLE(S) AND SECTION(S) OF CONTRACT/RESOLUTION, BOARD POLICIES & ADMINISTRATIVE PROCEDURES UNDER WHICH GRIEVANCE IS ENTERED

REMEDY SOUGHT

I hereby submit this grievance to the formal grievance procedure.

EMPLOYEE SIGNATURE DATE

STEP 1: Within five (5) days following receipt of the grievance, the supervisor shall hold a conference with the employee and a Union representative and within three (3) days following the conference shall give a written response to the employee, the Union and the Human Resources Department.

 DATE GRIVANCE RECEIVED CONFERENCE DATE

 RESPONSE/DECISION

 SUPERVISOR SIGNATURE DATE

STEP 2: If the employee wishes to pursue the grievance to Step 2, the employee must submit the grievance to the appropriate College Dean or Director within three (3) days following receipt of the response given by the supervisor or within ten (10) days following the Step 1-b conference if no response was given by the supervisor.

Within three (3) days following receipt of the grievance, the Dean or Director or a designee shall hold a conference with the employee, the immediate supervisor and the Union representative and within three (3) days following the conference shall give a written response to the employee, the Union and the Human Resources Department.

DATE GRIEVANCE RECEIVED CONFERENCE DATE

 RESPONSE/DECISION

 DEAN/DIRECTOR SIGNATURE DATE

 or DESIGNEE

STEP 3: If the employee wishes to pursue the grievance to Step 3, the employee must submit the grievance to the appropriate campus President or Vice Chancellor within three (3) days following the receipt of the response given by the Dean or Director or designee or within ten (10) days following the Step 2-a conference if no response was given by the Dean or Director or designee. Within three (3) days following the receipt of the grievance, the President or Vice Chancellor or a designee shall hold a conference with the employee and the Union representative and within three (3) days following the conference shall give a written response to the employee, the Union and the Human Resources Department.

 DATE GRIEVANCE RECEIVED CONFERENCE DATE

 RESPONSE/DECISION

 PROVOST/VICE CHANCELLOR SIGNATURE DATE

 or DESIGNEE

STEP 4: If the employee wishes to pursue the grievance to Step 4, the employee must submit the grievance to the Associate Vice Chancellor, Human resources within three (3) days following receipt of the response given by the Provost or Vice Chancellor or designee or within ten (10) days of the Step 3-a conference if no response was given by the President or Vice Chancellor or designee.

Within three (3) days following receipt of the grievance, the Associate Chancellor, Human Resources or a designee shall hold a conference with the employee and the Union representative and within three (3) days following the conference shall give a written response to the employee, the Union and the Human Resources Department.

DATE GRIEVANCE RECEIVED CONFERENCE DATE

 RESPONSE/DECISION

 ASSOCIATE VICE CHANCELLOR, SIGNATURE DATE

 of HUMAN RESOURCES or DESIGNEE

STEP 5: If the employee wishes to pursue the grievance to Step 5, the employee must submit the grievance to the Board of Trustees within ten (10) days following receipt of the response given by the Associate Vice Chancellor, Human Resources or designee or within ten (10) days following the Step 4-b conference if no response was given by the Associate Vice Chancellor, Human Resources or designee. The Board of Trustees will consider the grievance at its next regularly scheduled executive session and take such appropriate steps to review the grievance that it deems advisable, which may include at the Board’s discretion providing the employee with a hearing. The Board will notify the employee and the Union of its decision in writing at the conclusion of its action. (In lieu of an appeal to the Board of Trustees for those grievances involving dismissal, the employee may request the naming of an independent fact-finder to make an advisory recommendation to the Board. Such a request first requires the written consent of the Chancellor to utilize this alternative and the request must be made at the time the grievance is submitted to the Board.)

I hereby appeal this grievance to the Board of Trustees.

EMPLOYEE’S SIGNATURE DATE

DATE APPEAL RECEIVED BY

STEP 6: If the employee is not satisfied with the decision received at Step 5, and the grievance does not constitute a contested case as defined by section 536.010(2) RSMo.,the Union may exercise binding arbitration, by notifying the Associate Vice Chancellor of Human Resources within forty-five (45) days of the decision received at Step 5, whereby an impartial arbitrator will be selected by mutual agreement of the College and the Union. In the event that the parties are unable to agree upon an impartial arbitrator within ten (10) days of their effort to do so, then a joint written request will be submitted to the Federal Mediation and Conciliation Service (FMCS) to furnish a panel of seven (7) names to serve as such arbitrator. The parties, by alternately striking names, shall select the impartial arbitrator to hear the grievance. Practicing advocates of either labor or management shall not be selected as arbitrators. The College and the grievant or Union may each reject one panel of arbitrators from the FMCS and request a new panel.

The arbitrator shall hold a hearing within a reasonable time after being appointed but, in no event, more than thirty (30) working days from appointment or such time as may be mutually agreed by the parties. The arbitrator shall prescribe the hearing procedure and the hearing shall be held as agreed upon by the grievant and the administration or if no agreement can be reached, as specified by the arbitrator. The arbitrator shall issue a decision, in writing, no later than thirty (30) working days from the end of the hearing or such time as may be mutually agreed by the parties.

The decision of the arbitrator will be final and binding on both parties. All expenses of the hearing (including compensation of the arbitrator) will be borne equally by the College and the Union. If the grievance involves an alleged violation of any section or sections of this Resolution/Contract, the arbitrator shall be authorized to interpret such section or sections, but he/she shall have no authority to make a decision and award 1) contrary to, or inconsistent with, or modifying or varying in any way terms of Policy or Procedures, or 2) limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law or 3) add to, subtract from, or in any way change or modify the terms of the Joint Resolution/Contract. .

Grievances concerning the termination of employment shall be initiated at the Step 3 level.

Multiple grievances that would be filed simultaneously over a common occurrence may be filed in a joint action.

Grievances not appealed within the prescribed time limits will be considered settled on the basis of the last decision made by the College and shall not be eligible for further appeal.

By mutual agreement between the parties to the grievance, the time limits provided in Steps 1, 2, 3, 4, and 5 may be extended.

Days as referred to throughout the grievance procedure shall be working days but shall not include Saturdays, Sundays or holidays recognized by the Contract/Resolution.

AT EACH STEP OF THE GRIEVANCE PROCESS, A COPY OF THIS FORM SHOULD BE SENT TO

DIRECTOR, LABOR & EMPLOYEE RELATIONS

HUMAN RESOURCES DEPARTMENT