

# **MCCC Federation of Administrative Professionals**

## **LOCAL 2319 AFT, AFL-CIO**

### **Article 5 - Grievance Procedure**

#### **1. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. The orderly process, hereinafter set forth, will be the sole method used for the resolution of grievances.

#### **2. Definitions**

##### **A. Grievance**

A "Grievance" is an allegation by an Administrative Professional staff member or the Federation that there has been a misrepresentation, misapplication or violation of this Agreement.

##### **B. Aggrieved Person**

An "Aggrieved Person" is the person or persons of the Federation making the allegation.

##### **C. Working Day**

For the purpose of filing or responding to grievances, a "Working Day" is any weekday (Monday – Friday) of the year except for official College holidays.

#### **3. Time Limits**

- A. The number of days indicated at each level shall be considered as a maximum, and every effort be made to expedite the process. The time limits specified may, however, be extended by written request with mutual agreement of all parties.
- B. Any grievance not advanced to the next step by the staff member or their representative, within the time for the step, shall be deemed abandoned. Additionally, failure by the Board to meet the agreed upon time limits shall allow the grievance to automatically proceed to the next step.

#### **4. Steps**

- A. **Informal**- An Administrative Professional staff member with a complaint/ conflict should first discuss it with his/her immediate supervisor or Administrator, either directly or through the Federation's designated representative, with the objective of resolving the matter informally.

- B. **Level One**- Administrator or their Representative

If the complaint/conflict is not resolved at the informal step, the Administrative Professional staff member or their representative may, within thirty (30) working days from the date on which the action which is the subject of the grievance took place, or the date when the individual Administrative Professional staff member should have known of its occurrence, submit a written statement of the grievance to the appropriate Administrator. This statement of grievance must specify the ground or grounds for the grievance, and the remedy requested.

If during the processing of the grievance at Level One, the grievant discovers further violation(s), misrepresentation(s), or misapplication(s) of this contract which directly relate to the grievance, these may be incorporated through an amended statement of grievance. The Administrator or his/her representative shall conduct a hearing within ten (10) working days from receipt of the statement of grievance. The Administrator or his/her representative shall respond with a written decision within ten (10) working days of such hearings.

- C. **Level Two** – President or Proxy

1. If the grievance is not resolved at Level One, the Administrative Professional staff member or a Union Official may file the grievance with the President or Proxy providing he/she or his/her representative does so within ten (10) working days of receipt of a decision at Step One.
2. The President or Proxy shall conduct a hearing within ten (10) working days of receipt of the grievance. The President or Proxy shall respond in writing to the grievant or his/her representative within ten (10) working days of such hearing.
3. Level Two is the final step to which a grievance concerning evaluations, seniority, promotions, or any grievance unrelated to this Agreement may be advanced.

- D. **Level Three** – Arbitration

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, the employee may, within twenty (20) working days after the decision by the President or Proxy, request in writing that the Federation submit the grievance to arbitration. If the Federation determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) working days after receipt of the decision rendered at Level Two.
2. Within ten (10) working days after such written notice of submission of arbitration, the Board and the Federation shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of

the American Arbitration Association in the selection of an arbitrator.

3. Decisions of the Arbitrator with respect to grievances based on alleged misapplication(s), misinterpretation(s) or violations of contract provisions dealing with Administrative Professional responsibilities and work assignments shall be advisory.
4. Decisions of the Arbitrator with respect to all other grievances (exclusive of Article 4: C3 and Article 4: D3) shall be binding.

**E. Duties of the Arbitrator**

1. The Arbitrator shall confer with the representatives of the Board and the Federation, and hold hearings promptly and shall issue his/her decision no later than twenty (20) working days from the closing date of the hearings or, if oral hearings have been waived, from the date of the final statements and proofs on the issues are submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
2. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The Arbitrator shall be without power or authority to make any decisions which requires the commission of any act which is in violation of the law. Furthermore, the Arbitrator's powers are limited to deciding whether violation(s), misapplication(s), or misrepresentation(s) of specific articles of this Agreement have occurred.
3. The Arbitrator shall have no power to consider or to rule on any grievance which relates to a matter or matters concerning evaluations, seniority or promotion. These grievances shall not be advanced beyond Level Two in this procedure.
4. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Federation. Any other expenses incurred shall be paid by the party incurring same.
5. If the College is found to be in violation of the Agreement, and the Arbitrator's determination is in favor of the Federation, the College will reimburse the Federation for 100% of the legal defense charges/expenses incurred. If the Federation is found to be in violation of the Agreement, and the Arbitrator's determination is in favor of the College, the Federation will reimburse the College for 100% of the legal defense charges/expenses incurred.

**F. Rights of the Administrative Professional Staff Member to Representation**

**1. Administrative Professional Staff Member and Association**

Any aggrieved person may be represented at all stages of the grievance procedure by themselves, or at his/her option, by a representative selected or approved by the Federation. When an Administrative Professional staff member is not represented by the Federation, the Federation shall have the right to be present and to state its views at Levels One, Two and Three of the grievance procedure.

**2. Reprisals**

No reprisal of any kind shall be taken by the Board or any member of the Administration against any College employee, any representative, or any member of the Federation or any other participant in the grievance procedure by reason of such participation.

**G. Miscellaneous**

**1. Documents**

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.

**2. Meeting and Hearings**

All meeting and hearings under this provision shall not be conducted in public, and shall include only the parties and their designated or selected representatives, as well as necessary witnesses.

**3. Availability**

It is agreed that all parties shall be furnished with information (documents and files) in the possession of either party necessary for the processing of any grievance.

**4. Withdrawal of a Grievance**

An aggrieved person may withdraw the grievance at any level. However, if in the judgment of the Federation the grievance affects the welfare of the Administrative Professional staff, the grievance procedure may be continued as a grievance of the Federation.

The withdrawal of the grievance shall not constitute a precedent which might affect any similar case(s), nor does a decision rendered at any step constitute a precedent which might affect any other case(s).

**The American Federation of State, County and Municipal Employees,**

**Local 2473**

**Article 12 - Grievance Procedure**

1. **Definition:** Any grievance of dispute which may arise between the parties involving the application, meaning, or interpretation of the Agreement.

## 2. **Procedure:**

### Informal

- Within ten (10) days of the time a grievance arises or within ten (10) days of the date when the grievant should know of its occurrence, the employee either directly or accompanied by his steward will present the grievance to their supervisor.
- Within ten (10) working days after presentation of grievance, the supervisor shall give his/ her answer orally to the employee.

### Step One

- a. Within ten (10) days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and the steward and lodged with the Director of the department.
- b. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, and shall indicate the specific relief requested.
- c. Within ten (10) working days after receiving the grievance, the Director of the department shall communicate their answer in writing to the grievant and the steward.

### Step Two

If the employee or the Union is not satisfied with the written answer of the Director of the department, the Union shall, within three (3) working days, submit to Human Resources a written request for meeting and such a meeting shall occur at a mutually agreeable time and place not later than ten (10) working days after receipt of the written request for such discussion. The aggrieved employee shall be entitled to be present at the meeting.

A written decision shall be provided to the employee and the Union within ten (10) working days after such discussion takes place or within such additional period of time that may be mutually agreed upon.

A general grievance, one that may affect all or a group of employees, may be presented by the Union at Step Two.

### Step Three

- a. Within ten (10) working days after receiving the Step Two decision an appeal from the decision may be made to the President. It shall be in writing and accompanied by a copy of the decision at Step Two.
  - b. No later than ten (10) working days after receiving the appeal, the President or their representative shall hold a hearing on the grievance.
  - c. Within ten (10) working days after the hearing, the President or their representative shall render his decision in writing.
  - d. The Union or College may not present any allegation not presented in Step Two.
  - e. Step Three is the final step to which a grievance unrelated to this Agreement maybe advanced.
3. **Appearance and Representation:** Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend.
  4. **Time Limits:** Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
  5. **Arbitration:** Within thirty (30) working days after receipt of the decision of the President or his representative, the Union, upon written notice to the College, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.

## **The Mercer County Community College Faculty Association**

### **ARTICLE XVIII – GRIEVANCE PROCEDURE**

#### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. The orderly process hereinafter set forth will be the sole method used for the resolution of grievances.

#### **B. Definitions**

1. **Grievance:**

A "grievance" is an allegation by a faculty member or the Association that there has been a misinterpretation, misapplication or violation of this Agreement, or of college policy or procedure related to terms and conditions of employment but not included in this Agreement.

2. **Aggrieved Person:**

An "aggrieved person" is the person or persons or the Association making the allegation.

3. **Working Day:**

A working day is any weekday (Monday-Friday) of the academic year except for those days when faculty members are not required to be on campus (i.e., official college holidays, Christmas recess, spring recess, etc.). The aggrieved person reserves the right to initiate, in the fall, any grievances which occur after the spring semester.

C. **Time Limits**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Any grievance not advanced to the next step by the employee or the employee's representative within the time limit for that step, shall be deemed abandoned. Additionally, failure by the Board to meet the agreed upon time limits shall allow the grievance to automatically proceed to the next step.

D. **Steps**

1. **Informal - Division Dean or Immediate Supervisor:**

A faculty member with a grievance shall first discuss it with the individual's division Dean or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

2. **Level One - Vice President for Academic Affairs or Representative:**

If the grievance is not resolved at the informal step, the faculty member or the faculty member's representative may within thirty (30) working days from the date on which the action which is the subject of the grievance took place, or the date when the individual faculty member should have known of its occurrence, submit a written statement of the grievance to the Vice President for Academic Affairs.

This statement of grievance must specify the ground or grounds for the grievance and the remedy requested. If during the processing of the grievance at one level the grievant discovers further violations, misinterpretations, or misapplications of this Agreement which directly relate to the grievance, these may be incorporated through an amended statement of grievance.

The Vice President for Academic Affairs or a designated representative shall conduct a hearing within ten (10) working days of the receipt of the statement of grievance. The Vice President or representative shall respond with a written decision within ten (10) working days of such hearing(s).

3. **Level Two - President or Representative**

- a. If the grievance is not resolved at Level One, the faculty member or a representative of the faculty member may file the grievance with the President providing either one does so within ten (10) working days of receipt of the decision at step one.
- b. The President or a representative of the President shall conduct a hearing within ten (10) working days of the receipt of the grievance. The President or representative shall respond in writing to the grievant or the grievant's representative within ten (10) working days of such hearing.
- c. Level Two is the final step to which a grievance related to reappointment, tenure or promotion, or any grievance concerning a matter not included in this Agreement, may be advanced.

4. **Level Three – Arbitration:**

- a. If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, that person may within twenty (20) working days after the decision by the President, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty-five (25) working days after receipt of the decision rendered at Level Two.
- b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.
- c. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- d. Decisions of the Arbitrator with respect to grievances based on alleged misapplications, misinterpretations, or violations of Article XII, Faculty Workload, shall be advisory.
- e. Decisions of the Arbitrator with respect to all other grievances (exclusive of D.3.c. and D.4.c. above) shall be binding.

E. **Duties of the Arbitrator**

1. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) working days from the closing day of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his or her findings of fact, reasoning and conclusions on the issues submitted.
2. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of any act which is in violation of law. Further, the arbitrator's powers are limited to deciding whether violations, misapplications or misinterpretations of specific articles of this Agreement have occurred.

3. The arbitrator shall have no power to consider or to rule on any grievance which relates to a matter or matters specified in D.3.c. above.
4. The costs for the service of the arbitrator, including *per diem* expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

**F. Rights of Faculty Members to Representation**

**1. Faculty Member and Association:**

Any aggrieved persons may be represented at all stages of the grievance procedure by themselves, or, at their option, by a representative selected or approved by the Association. When a faculty member is not represented by the Association, the Association shall have the right to be present and to state its views at Levels One, Two and Three of the grievance procedure.

**2. Reprisals:**

No reprisals of any kind shall be taken by the Board or by any member of the Administration against any college employee, representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

**G. Miscellaneous**

**1. Separate Grievance File:**

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

**2. Forms:**

Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the President or a representative of the President and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

**3. Meetings and Hearings:**

All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives, as well as necessary witnesses.

**4. Availability of Information:**

It is agreed that all parties shall be furnished with information (documents and files) in the possession of either party necessary for the processing of any grievance.

**5. Withdrawal of a Grievance:**

An aggrieved person may withdraw the grievance at any level. However, if in the judgment of the Association the grievance affects the welfare of the faculty, the grievance procedure may be continued as a grievance of the Association. The withdrawal of a grievance shall not constitute a precedent which might affect any similar case(s) nor does a decision rendered at any step constitute a precedent which might affect any other case(s).

## **The Mercer County Community College Professional Staff Federation**

### **AFT/AFL-CIO Local 4537**

### **Article 13 Grievance Procedures**

**A. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. The orderly process hereinafter set forth will be the sole method used for the resolution of grievances.

**B. Definitions**

1. **Grievance:** A "grievance" is an allegation by a Professional Staff member or the Federation that there has been a misinterpretation, misapplication or violation of this agreement.

1. **Aggrieved Person:** An "aggrieved person" is the person or persons or the Federation making the allegation.

2. **Working Day:** A working day is any weekday (Monday-Friday) of the year except for official college holidays.

**C. Time Limits**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Any grievance not advanced to the next step by the Professional Staff member or their representative within the time for the step, shall be deemed abandoned. Additionally, failure by the Board to meet the agreed upon time limits shall allow the grievance to automatically proceed to the next step.

**Steps**

1. A Professional Staff member with a grievance shall first discuss it with his/her immediate supervisor or Administrator, as appropriate, either directly or through the Federation's designated representative, with the objective of resolving the matter informally.

2. **Level One - Administrator or their Representative**

- a. If the grievance is not resolved at the informal step, the Professional Staff member or his/her representative may, within 30 working days from the date on which the action which is the subject of the grievance took place, or the date when the individual Professional Staff member should have known of its occurrence, submit a written statement of the grievance to the appropriate administrator. This statement of grievance must specify the ground or grounds for the grievance and the remedy requested.

If during the processing of the grievance, at Level One, the grievant discovers further violation, misinterpretations, or misapplications of this contract, which directly relate to the grievance, these may be incorporated through an amended statement of grievance. The administrator or his/her representative shall conduct a hearing within ten (10) working days from receipt of the statement of grievance. The administrator or his/her representative shall respond with a written decision within ten (10) working days of such hearings.

3. Level Two - President or a Representative

- a. If the grievance is not resolved at Level One, the Professional Staff member or a representative may file the grievance with the President providing he/she or his/her representative does so within ten (10) working days of receipt of the decision at Step one.
- b. The President or a representative shall conduct a hearing within ten (10) working days of the receipt of the grievance. The President or the representative shall respond in writing to the grievant or his/her representative within ten (10) working days of such hearing.
- c. Level Two is the final step to which a grievance concerning reappointment, tenure or promotion, or any grievance unrelated to this Agreement may be advanced.

4. Level Three - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, the employee may, within 20 working days after the decision by the President, request in writing that the Federation submit the grievance to arbitration. If the Federation determines that the grievance is meritorious, it may submit the grievance to arbitration within 20 working days after receipt of the decision rendered at Level Two.
- b. Within ten (10) working days after such written notice of submission of arbitration, the Board and the Federation shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. Decisions of the Arbitrator with respect to grievances based on alleged misapplications, misinterpretations, or violations of contract provisions dealing with professional responsibilities and work assignments shall be advisory.
- d. Decisions of the Arbitrator with respect to all other grievances (exclusive of D-3c and D-4c above) shall be binding.

E. **Duties of the Arbitrator**

1. The Arbitrator shall confer with the representatives of the Board and the Federation and hold hearings promptly and shall issue his/her decision not later than 20 working days from the closing date of the hearings or, if oral hearings have been waived, from the date the final statements and proofs on the issues are submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
2. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision which requires the commission of any act which is in violation of law. Further, the Arbitrator's powers are limited to deciding whether violations, misapplications or misinterpretations of specific articles of this agreement have occurred.
3. The Arbitrator shall have no power to consider or to rule on any grievance which relates to a matter or matters concerning reappointment, tenure or promotion. These grievances shall not be advanced beyond Level Two in this procedure.
4. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Federation. Any other expenses incurred shall be paid by the party incurring same.

F. **Rights of Professional Staff Members to Representation**

1. Professional Staff Member and Association  
Any aggrieved person may be represented at all stages of the grievance procedure by themselves, or, at his/her option, by a representative selected or approved by the Federation. When a Professional Staff member is not represented by the Federation, the Federation shall have the right to be present and to state its views at Levels One, Two and Three of the grievance procedure.
2. Reprisals  
No reprisals of any kind shall be taken by the Board or by any member of the Administration against any college employee, any representative, any member of the Federation, or any other participant in the grievance procedure by reason of such participation.

G. **Miscellaneous**

1. Separate Grievance File  
All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
2. Meetings and Hearings

All meetings and hearings under this provision shall not be conducted in public and shall include only the parties and their designated or selected representatives, as well as necessary witnesses.

3. Availability

It is agreed that all parties shall be furnished with information (documents and files) in the possession of either party necessary for the processing of any grievance.

4. Withdrawal of a Grievance

An aggrieved person may withdraw the grievance at any level. However, if in the judgment of the Federation the grievance affects the welfare of the Professional Staff, the grievance procedure may be continued as a grievance of the Federation. The withdrawal of the grievance shall not constitute a precedent which might affect any similar case(s) nor does a decision rendered at any step constitute a precedent which might affect any other case(s)

## **The Mercer County Community College Chapter United Adjunct Faculty of New Jersey Local 2222 AFT, AFL-CIO**

### **ARTICLE IV - GRIEVANCE PROCEDURES**

A. Definitions

1. A "grievance" is a claim by an adjunct faculty member, a group of adjunct faculty members or the Federation that there has been a misinterpretation, misapplication or violation of this Agreement, or of college policy or procedure related to terms and conditions of employment but not included in this Agreement.
2. A "grievant" is the person or persons who are directly involved in the claim at issue, or the Federation.
3. "Working days" when used hereafter shall mean any day of the week (Monday-Saturday) of the year when credit classes are in session.

B. Procedures

In the event an adjunct faculty member or group of adjunct faculty members believes there is a basis for a grievance:

1. The party or parties involved shall informally discuss the grievance with the division dean or designee.
2. If the grievance is not resolved through informal discussion, the grievant may invoke the formal grievance procedure by filing a signed written statement of the grievance with the Vice President for Academic Affairs within twenty-one (21) working days of its occurrence (or of the date when the adjunct faculty member or Federation became aware or should reasonably have become aware of the matter). This initiates Grievance Level One.
3. Within ten (10) working days of the filing of the grievance, the Vice President for Academic Affairs (or designee) shall meet with the grievant and his/her Federation representative in an effort to resolve the grievance. The Vice President for Academic Affairs (or designee) shall issue to the grievant and his/her Federation representative a decision in writing on the grievance within ten (10) working days of the grievance meeting.
4. If the Federation is not satisfied with the disposition of the grievance by the Vice President for Academic Affairs (or designee), or if no disposition is made within the time limits in Level One, the Federation shall transmit the grievance to the President by filing a written copy thereof within ten (10) working days from the receipt of the decision (or of the failure to decide) of the Vice President for Academic Affairs. This initiates grievance Level Two.
5. The President shall have the option to meet (or designate another college official to meet) with the grievant and his/her Federation representative. The President (or designee) shall issue a decision on the grievance within fifteen (15) working days. If the grievance is denied, the President (or designee) shall state the reasons for doing so.
6. If the Federation is not satisfied with the disposition of the grievance by the President, the grievance\* may be submitted to arbitration within ten (10) working days from the date of receipt of the President's decision. To initiate arbitration, the Federation shall send a certified letter to the NJ Public Employment Relations Commission with a copy to the College President.

\* *No grievance concerning reappointment, promotion, or any grievance unrelated to this Agreement may be advanced to arbitration. Decisions of the arbitrator with respect to grievances based on alleged misapplications, misinterpretations or violations of contract provisions dealing with professional*

*responsibilities, workload or work assignments shall be advisory. Decisions of the arbitrator with respect to all other grievances shall be binding.*

7. The arbitrator shall submit a written decision within thirty (30) calendar days of the hearing. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of the agreement; his/her authority shall be limited to deciding the disposition of an alleged violation of the express written terms of this Agreement. The arbitrator's fees and expenses shall be shared equally by the Board and the Federation.
- C. It is important that each grievance be processed as expeditiously as possible. Time limits at each level may be extended by mutual consent in writing.
  - D. No reprisals of any kind shall be taken against any unit member for participating in any grievance.
  - E. Within the time limits specified above, the parties agree to cooperate in expediting the resolution of all grievances within the semester in which they are filed or as soon as possible thereafter.