

Article _ – Grievance

Section A. Intent. The purpose of this Article is to provide a procedure that will promote prompt and efficient investigation and resolution of grievances. The parties recognize and encourage informal resolution of grievances whenever possible, and encourage open communication between employees and supervisors.

Employees seeking to assert allegations through the Faculty Grievance Policy and pursue a remedy through the Faculty Grievance Procedure and Faculty Senate may not seek resolution of the similar claims through this Article. This Article is the exclusive remedy for claims under the Collective Bargaining Agreement.

The procedures set forth shall be the sole method for resolving grievances under this Article.

Section B. Definitions.

Grievance – The term “grievance” means an allegation that there has been a violation, misinterpretation, or improper application of the express terms of this written Agreement. It shall not include complaints related to matters of academic judgment. Complaints of discrimination on the basis of religion, sex (including sexual harassment), gender identity, sexual orientation, race, color, national origin, age, disability, marital or veteran status, are not considered grievances and should be filed with the University Office of Equal Opportunity and Access for investigation.

Grievant – means one or more members of the bargaining unit, the Union, or the University in the appropriate cases, alleging damage or injury by the act or omission being grieved.

Day – means a calendar day regardless of the official academic calendar of the University. This definition will be applied unless otherwise mandated by federal, state, or other regulatory requirements.

Section C. Procedures.

1. A grievant has the right of self-representation at any step in the grievance procedure and/or may choose to be accompanied by the Union’s designated official. If the Union does not represent the grievant, the resolution of the grievance shall not be inconsistent with the terms of this Agreement.
2. If requested by the grievant, the Union has the right to be present at, and to participate in, any formal step in the grievance procedure, but shall not interfere with the right to self-representation.
3. Bargaining unit members who serve as a grievance officer and file a grievance on their own behalf shall not act in the role of grievance officer for the bargaining unit until their own dispute has been settled.

4. Time is of the essence in presenting grievances. Time limits for presenting grievances are measured: from the date of the act, omission, or commencement of the condition upon which the condition is based; or from the date that the grievant knew or should have known of the act, omission, or commencement of the condition if it is a later date. Failure to initiate a grievance or a review within the specified time limits shall constitute a waiver of the grievance and acceptance of the decision rendered. If the University fails to communicate the decision on the grievance within the time limits the grievant may proceed to the next step.
5. The University may refuse consideration of a grievance not filed in accordance with this Article.
6. The parties may agree to modify the time limits in any step of the grievance procedure. Any agreement to modify the time limits must be in writing.
7. A grievance may be withdrawn by the grievant or Union at any time.
8. A grievance may not be presented under this Article for an act or omission which occurred prior to the effective date of this Agreement.
9. All grievances must identify the date filed and must be signed by the grievant.

Section D. Presentation of Grievances

Grievances that cannot be resolved informally shall be filed at Step 1, except if the matter being grieved relates to an act or omission by the Dean (or persons in positions at a similar level) or the Provost, in which case the grievance may be filed at Step 3 or 4 in the manner provided. In no event will a grievance be presented more than thirty (30) days after the act, omission or commencement of the condition.

Step 1. Direct Supervisor Level. The grievance shall set forth the act, omission, or condition on which the grievance is based; the date it occurred or commenced (as precisely as possible); the specific provision of the Agreement which is alleged to have been violated, misinterpreted, or improperly applied; whether informal resolution was attempted; and the remedy sought. Upon request of either party, the supervisor shall meet with the grievant within fourteen (14) days of receipt of the grievance. The supervisor shall send a decision in writing to the grievant within fourteen (14) days of the meeting, or within fourteen (14) days of receipt of the written grievance if no meeting is held.

Step 2. Dean/Director Level. If the grievant is not satisfied at Step 1, a request for review may be filed with the appropriate Dean/Director within thirty (30) days of the date of the decision in Step 1. The request must be in writing.

The appropriate Dean/Director may meet with the grievant within fourteen (14) days of receipt of the grievance. The Dean/Director shall send a decision in writing to the grievant within fourteen (14) days of the meeting, or within fourteen (14) days of receipt of the written grievance if no meeting is held.

Step 3. Provost Level. If the grievant is not satisfied at Step 2, a request for review may be filed with the Provost within thirty (30) days of the date of the decision in Step 2. The request must be in writing. The Provost or a designee may meet with the grievant within fourteen (14) days of receipt of the request for review. The Provost shall send a decision in writing within fourteen (14) days of the meeting or within fourteen (14) days of receipt of the request for review if no meeting is held.

Step 4. President's Level. If the grievant is not satisfied with the decision at Step 3, a request for review may be filed with the President or President's designee within thirty (30) days of the date of the decision in Step 3. The request must be in writing. The President or designee may meet with the grievant within fourteen (14) days of receipt of the request for review. The President or designee shall send a written decision in writing to the grievant within fourteen (14) days of the meeting or within fourteen (14) days of receipt of the request for review if no meeting is held.