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Grievance

5 **Section 1. Intent.** The purpose of this Article is to provide a procedure that will promote prompt and
6 efficient investigation and resolution of grievances at the lowest possible grievance step. The Parties
7 recognize and encourage informal resolution of grievances whenever possible, and encourage open
8 communication between bargaining unit members and supervisors.

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

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

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Section 2. Definitions.

16 **Grievance** – The term “grievance” means an allegation that there has been a violation,
17 misinterpretation, or improper application of the express terms of this written Agreement ~~or a~~
18 ~~university rule, policy, procedure or standard.~~ It shall not include complaints related to matters of
19 academic judgment. Complaints of discrimination on the basis of Article XX. Non-Discrimination are
20 subject to alternative procedures specifically outlined in Section 5 of this Article.

21 **Grievant** – means one or more bargaining unit members or the United Academics, ~~or the Employer in~~
22 ~~the appropriate cases,~~ alleging damage or injury by the act or omission being grieved.

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

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Section 3. Procedures.

27 a. A grievant has the right of self-representation at any step in the grievance procedure and/or
28 may choose to be accompanied or represented by a union representative. If United
29 Academics does not represent the grievant, the resolution of the grievance shall not be
30 inconsistent with the terms of this Agreement.

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32 b. A bargaining unit member may choose to self-represent, but request that a union
33 representative be present. In that case, the union representative will only observe the
34 process.

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36 c. Time is of the essence in presenting grievances. Grievances must be filed within thirty ~~forty-~~
37 ~~five~~ days of the date of the act, omission, or commencement of the condition upon which

1 the condition is based; or from the date that the grievant knew or should have known of the
2 act, omission, or commencement of the condition if it is a later date, except as noted in d.
3 and e. of this section.
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- 5 d. Grievances alleging a violation of Article XX. Non-Discrimination must be filed within 180
6 days of the alleged harmful act at Step 3.
7
- 8 e. If a grievant can demonstrate an earnest attempt to resolve a potential grievance informally
9 within thirty days of the date of the act, omission, or commencement of the condition upon
10 which the condition is based, or from the date that the grievant knew or should have known
11 of the act, omission or commencement of the condition, the grievance time limits will
12 automatically be extended to forty-five ~~sixty~~ days.
13
- 14 f. Grievances filed by United Academics, **on its own behalf**, will be filed at Step 3.
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- 16 g. **Once a grievance is filed, neither the grievant nor the union shall expand upon the original**
17 **written grievance.**
18
- 19 h. Failure to initiate a grievance or an appeal within the specified time limits shall constitute a
20 waiver of the grievance and acceptance of the decision rendered. If the Employer fails to
21 communicate the decision on the grievance within the time limits, the grievant may proceed
22 to the next step.
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- 24 i. The Employer may refuse consideration of a grievance not filed in accordance with this
25 Article.
26
- 27 j. The Parties may agree to modify the time limits in any step of the grievance procedure. Any
28 agreement to modify the time limits must be in writing.
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- 30 k. A grievance may be withdrawn by the grievant at any time.
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- 32 l. A grievance may not be presented under this Article for an act or omission which occurred
33 prior to the effective date of this Agreement.
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35 **Section 4. Presentation of Grievances.** Grievances that cannot be resolved informally shall be filed at
36 Step 1, except if the matter being grieved relates to an act or omission by the Dean (or persons in
37 positions at a similar level), in which case the grievance may be filed at Step 3 in the manner provided.

38 **Step 1. Direct Supervisor.** The grievance shall set forth:

- 39 a. the grievant's name
- 40 b. the act, omission, or condition on which the grievance is based;

- 1 c. the ~~approximate~~ date the act, omission, or condition on which the grievance is based occurred
- 2 or commenced (as precisely as possible);
- 3 d. the specific provision of the Agreement ~~or university policy~~ which is alleged to have been
- 4 violated, misinterpreted, or improperly applied;
- 5 e. the remedy sought; and
- 6 f. the date the grievance is filed.

7 Upon request of either Party, the supervisor shall meet with the grievant within fourteen days of receipt
8 of the grievance. The supervisor shall send a decision in writing to the grievant within fourteen (14) days
9 of the meeting, or within fourteen days of receipt of the written grievance if no meeting is held.

10 **Step 2. Dean or Equivalent.** If the grievant is not satisfied at Step 1, an appeal may be filed with the
11 appropriate Dean or Equivalent within thirty days of the date of the decision in Step 1. The request must
12 be in writing. Upon request of either party, the appropriate Dean or Equivalent shall meet with the
13 grievant within fourteen days of receipt of the grievance, **or as soon as practicable**. The Dean or
14 Equivalent shall send a decision in writing to the grievant within fourteen days of the meeting, or within
15 fourteen days of receipt of the written grievance if no meeting is held.

16 **Step 3. Provost.** If the grievant is not satisfied at Step 2, an appeal may be filed with the Provost within
17 thirty days of the date of the decision in Step 2. The request must be in writing. Upon request of either
18 party, the Provost, **or their designee**, shall meet with the grievant within fourteen days of receipt of the
19 request for review, **or as soon as practicable**. The Provost shall send a decision in writing within fourteen
20 days of the meeting or within fourteen days of receipt of the request for review if no meeting is held.

21 **Section 5. Grievances Alleging Discrimination.** Any grievance alleging a violation of Article XX, Non-
22 Discrimination should be filed at Step 3 of the grievance process, with a copy being submitted to the
23 Assistant Provost of Academic Employee and Labor Relations, and is not subject to arbitration. The
24 matter will be sent to the University Office of Equal Opportunity and Access for investigation.

25 In the interest of resolving grievances informally whenever possible, a bargaining unit member may
26 attempt to resolve allegations of discrimination through the informal University Office of Equal
27 Opportunity and Access process before filing the grievance at Step 3 alleging a violation of the Non-
28 Discrimination article.

29 The Provost at Step 3 will respond within sixty days after receipt of the grievance. If a grievance is filed
30 pursuant to this Article, this shall serve as the exclusive remedy for claims under the Agreement and the
31 bargaining unit member may not seek a separate resolution of similar claims through the University
32 Office of Equal Opportunity and Access.

33 Use of the grievance process shall not prohibit a bargaining unit member from filing an administrative
34 complaint with a relevant outside agency, such as the Bureau of Labor and Industries or the Equal
35 Employment Opportunity Commission.