

1 UNITED ACADEMICS PROPOSAL

2
3 GRIEVANCES

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

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

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

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17 **Section 2. Definitions.**

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

24
25 **Grievant** – means one or more ~~members of the bargaining unit~~ **bargaining unit members**; ~~or the~~
26 ~~United Academics, or the Employer in the appropriate cases,~~ alleging damage or injury by the
27 act or omission being grieved.

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

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33 **Section 3. Procedures.**

- 34 **a.** A grievant has the right of self-representation at any step in the grievance procedure
35 and/or may choose to be accompanied or represented by ~~the a United Academic’s~~
36 ~~designated official~~ **union representative**. If United Academics does not represent the
37 grievant, the resolution of the grievance shall not be inconsistent with the terms of this
38 Agreement.
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40 ~~b. If an employee chooses to self represent, then United Academics will only participate in~~
41 ~~a silent participation role. A bargaining unit member may choose to self-represent, but~~
42 ~~request that a union representative be present. In that case, the union representative will~~
43 ~~only observe the process.~~
- 44
45 **c.** Time is of the essence in presenting grievances. ~~Time limits for presenting grievances are~~
46 ~~measured:~~ **Grievances must be filed within forty-five days** ~~from of~~ the date of the act,

1 omission, or commencement of the condition upon which the condition is based; or from
2 the date that the grievant knew or should have known of the act, omission, or
3 commencement of the condition if it is a later date, **except as noted in d. and e. of this**
4 **section.**

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6 **d. Grievances alleging a violation of Article XX Non-Discrimination or harassment must be**
7 **filed within 180 days of the alleged harmful act at Step 3.**

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9 **e. If a grievant can demonstrate an attempt to resolve a potential grievance informally**
10 **within forty-five days of the date of the act, omission, or commencement of the condition**
11 **upon which the condition is based, or from the date that the grievant knew or should have**
12 **known of the act, omission, or commencement of the condition, the grievance time limits**
13 **will automatically be extended to sixty days.**

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15 **f. Grievances filed by United Academics will be filed at Step 3.**

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17 **g. Failure to initiate a grievance or an ~~review~~ appeal within the specified time limits shall**
18 **constitute a waiver of the grievance and acceptance of the decision rendered. If the**
19 **University Employer fails to communicate the decision on the grievance within the time**
20 **limits, the grievant may proceed to the next step.**

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22 **h. The Employer may refuse consideration of a grievance not filed in accordance with this**
23 **Article.**

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25 **i. The Parties may agree to modify the time limits in any step of the grievance procedure.**
26 **Any agreement to modify the time limits must be in writing.**

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28 **j. A grievance may be withdrawn by the grievant ~~or Union~~ at any time.**

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30 **k. A grievance may not be presented under this Article for an act or omission which**
31 **occurred prior to the effective date of this Agreement.**

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33 ~~**l. All grievances must identify the dates filed and must be signed by the grievant.**~~

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35 **Section 4. Presentation of Grievances.** Grievances that cannot be resolved informally shall be
36 filed at Step 1, except if the matter being grieved relates to an act or omission by the Dean (or
37 persons in positions at a similar level), in which case the grievance may be filed at Step 3 in the
38 manner provided. ~~In no event will a grievance be presented more than thirty (30) days after the~~
39 ~~act, omission or commencement of the condition, unless otherwise mutually agreed to in writing.~~

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

- 42 • the grievant's name
- 43 • the act, omission, or condition on which the grievance is based;
- 44 • the **approximate** date ~~at~~ **the act, omission, or condition on which the grievance is based**
45 **occurred or commenced (as precisely as possible);**

- the specific provision of the Agreement **or university policy** which is alleged to have been violated, misinterpreted, or improperly applied;
- ~~whether informal resolution was attempted;~~
- the remedy sought; and
- the date the grievance is filed.

Upon request of either ~~p~~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~~ **Dean or Equivalent Level.** If the grievant is not satisfied at Step 1, a ~~request for review~~ **an appeal** may be filed with the appropriate ~~Dean/Director~~ **Dean or Equivalent** within thirty (30) days of the date of the decision in Step 1. The request must be in writing. **Upon request of either Party,** ~~the appropriate Dean/Director~~ **Dean or Equivalent** ~~may~~ **shall** meet with the grievant within **fourteen (14)** days of receipt of the grievance. The ~~Dean/Director~~ **Dean or Equivalent** 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~~ **an appeal** may be filed with the Provost within thirty (30) days of the date of the decision in Step 2. The ~~request~~ **appeal** must be in writing. Upon request of either party, the Provost ~~or a designee~~ shall 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~~ **appeal** if no meeting is held.

Section 5. Grievances Alleging Discrimination. Any grievance alleging a violation of ~~the~~ **Article XX**, Non-Discrimination ~~article~~ should be filed at Step ~~2~~ **3** of the grievance process, with a copy being submitted to the Assistant Provost of **Academic** Employee and Labor Relations; ~~and is not subject to arbitration.~~ The matter will be sent to the University Office of Equal Opportunity and Access for investigation.

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

The ~~Dean/Director~~ **Provost** at Step ~~2~~ **3** will respond within ~~60~~ **sixty** days after receipt of the grievance. If a grievance is filed pursuant to this ~~a~~ **Article**, this shall serve as the exclusive remedy for claims under the ~~Collective Bargaining Agreement~~, and the bargaining unit member may not seek a separate resolution of ~~the~~ similar claims through the University Office of Equal Opportunity and Access.

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