

1 UNITED ACADEMICS PROPOSAL

2
3 GRIEVANCE PROCEDURE

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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 ~~allegations of the violation of the~~ Collective Bargaining Agreement.

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

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18 **Section 2. Definitions.**

- 19 **a. Grievance** – ~~The term “grievance”~~ means an allegation that there has been a
20 violation, misinterpretation, or improper application of the express terms of this
21 written Agreement **or a university rule, policy, procedure, or standard.** ~~It shall not~~
22 ~~include complaints related to matters of academic judgment.~~ Complaints of
23 discrimination on the basis of Article XX- Non-Discrimination are subject to
24 alternative procedures specifically outlined in Section 5 of this Article.
- 25
26 **b. Grievant** – means one or more bargaining unit members or ~~the~~ United Academics
27 alleging damage or injury by the act or omission being grieved.
- 28
29 **c. Day** – means a calendar day regardless of the official academic calendar of the
30 university. This definition will be applied unless otherwise mandated by federal, state,
31 or other regulatory requirements.

32
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 a union representative. If
36 United Academics does not represent the grievant, the resolution of the grievance
37 shall not be inconsistent with the terms of this Agreement.
- 38
39 b. A bargaining unit member may choose to self-represent, but request that a union
40 representative be present. In that case, the union representative will only observe the
41 process.
- 42
43 c. Time is of the essence in presenting grievances. Grievances must be filed within
44 thirty days of the date of the act, omission, or commencement of the condition upon
45 which the condition is based; or from the date that the grievant knew or should have

1 known of the act, omission, or commencement of the condition if it is a later date,
2 except as noted in d. and e. of this section.

- 3
- 4 d. Grievances alleging a violation of Article XX. Non-Discrimination must be filed
5 within 180 days of the alleged harmful act at Step 3.
- 6
- 7 e. If a grievant can demonstrate an earnest attempt to resolve a potential grievance
8 informally within thirty days of the date of the act, omission, or commencement of
9 the condition upon which the condition is based, or from the date that the grievant
10 knew or should have known of the act, omission or commencement of the condition,
11 the grievance time limits will automatically be extended to forty-five days.
- 12
- 13 f. Grievances filed by United Academics, on its own behalf, will be filed at Step 3.
- 14
- 15 g. Once a grievance is filed, neither the grievant nor ~~the union~~ **United Academics** shall
16 ~~expand upon the original written grievance~~ **alter the written grievance to amend the**
17 **provisions of the Agreement or university policy alleged to have been violated,**
18 **misinterpreted, or improperly applied.**
- 19
- 20 h. Failure to initiate a grievance or an appeal within the specified time limits shall
21 constitute a waiver of the grievance and acceptance of the decision rendered. If the
22 Employer fails to communicate the decision on the grievance within the time limits,
23 the grievant may proceed to the next step.
- 24
- 25 i. The Employer may refuse consideration of a grievance not filed in accordance with
26 this Article.
- 27
- 28 j. The Parties may agree to modify the time limits in any step of the grievance
29 procedure. **Reasonable requests to modify the time limits will be granted.** Any
30 agreement to modify the time limits must be in writing.
- 31
- 32 k. A grievance may be withdrawn by the grievant at any time.
- 33
- 34 l. A grievance may not be presented under this Article for an act or omission which
35 occurred prior to the effective date of this Agreement.
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37 **Section 4. Presentation of Grievances.** Grievances that cannot be resolved informally shall be
38 filed at Step 1, except if the matter being grieved relates to an act or omission by the Dean (or
39 persons in positions at a similar level), in which case the grievance may be filed at Step 3 in the
40 manner provided.

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42 **Step 1. Direct Supervisor Academic Unit Head.** The grievance shall set forth:

- 43 a. the grievant's name
- 44 b. the act, omission, or condition on which the grievance is based;
- 45 c. the date the act, omission, or condition on which the grievance is based occurred or
46 commenced (as precisely as possible);

- d. the specific provision of the Agreement **or university policy** which is alleged to have been violated, misinterpreted, or improperly applied;
- e. the remedy sought; and
- f. the date the grievance is filed.

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

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

Step 3. Provost. If the grievant is not satisfied at Step 2, an appeal may be filed with the Provost within thirty 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 their designee, shall meet with the grievant within fourteen days of receipt of the ~~request for review~~, ~~or as soon as practicable~~ **appeal**. The Provost shall send a decision in writing within fourteen days of the meeting or within fourteen 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 Article XX, Non-Discrimination should be filed at Step 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 ~~a~~Article.

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

Use of the grievance process shall not prohibit 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.