

3 **Grievance Procedure**

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

8 This Article is the exclusive remedy for allegations of violation of the Collective Bargaining Agreement.  
9 The procedures set forth shall be the sole method for resolving grievances under this Agreement.

10 **Section 2. Definitions.**

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

16 **Academic Judgement** – means the judgement of faculty and administrators concerning authorized  
17 determinations, recommendations, decisions, criteria, and information to be used with respect to  
18 appointment, reappointment, promotion, tenure status, and meritorious performance of bargaining unit  
19 members, and with respect to matters of curricula and education policy.

20 **Grievant** – means one or more bargaining unit members or the United Academics alleging damage or  
21 injury by the act or omission being grieved.

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

24 **Section 3. Procedures.**

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

29  
30 b. A bargaining unit member may choose to self-represent, but request that a union  
31 representative be present. In that case, the union representative will only observe the  
32 process.

33  
34 c. Time is of the essence in presenting grievances. Grievances must be filed within thirty days  
35 of the date of the act, omission, or commencement of the condition upon which the  
36 condition is based; or from the date that the grievant knew or should have known of the act,

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

- 3
- 4 d. Grievances alleging a violation of Article XX. Non-Discrimination must be filed within 180  
5 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 informally  
8 within thirty days of the date of the act, omission, or commencement of the condition upon  
9 which the condition is based, or from the date that the grievant knew or should have known  
10 of the act, omission or commencement of the condition, the grievance time limits will  
11 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.
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- 15 g. Once a grievance is filed, neither the grievant nor United Academics shall alter the written  
16 grievance to amend the **allegation with respect to those** provisions of the Agreement ~~or~~  
17 ~~university policy~~ alleged to have been violated, misinterpreted, or improperly applied.
- 18
- 19 h. Failure to initiate a grievance or an appeal within the specified timelimits 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.
- 23
- 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.  
28 Reasonable requests to modify the time limits will be granted. Any agreement to modify the  
29 time limits must be in writing.
- 30
- 31 k. A grievance may be withdrawn by the grievant at any time.
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- 33 l. A grievance may not be presented under this Article for an act or omission which occurred  
34 prior to the effective date of this Agreement.
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36 **Section 4. Presentation of Grievances.** Grievances that cannot be resolved informally shall be filed at  
37 Step 1, except if the matter being grieved relates to an act or omission by the Dean (or persons in  
38 positions at a similar level), in which case the grievance may be filed at Step 3 in the manner provided.

39 **Step 1. Academic Unit Head.** The grievance shall set forth:

- 40 a. the grievant's name
- 41 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 academic unit head shall meet with the grievant within fourteen days  
8 of receipt of the grievance. The academic unit head shall send a decision in writing to the grievant within  
9 fourteen days of the meeting, or within fourteen days of receipt of the written grievance if no meeting is  
10 held.

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

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

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

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

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

34 **Substantive determinations made by the Provost at Step 3 or disputes related to the investigatory**  
35 **process as conducted by the University Office of Equal Opportunity and Access are not subject to**  
36 **arbitration. A dispute related to the remedy for a finding of policy violation made by the University shall**  
37 **be resolved under Article XX, of the Arbitration article.**

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