

1 **UNITED ACADEMICS PROPOSAL**

2 **GRIEVANCE PROCEDURE**

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

7 This Article is the exclusive remedy for allegations of violation of the Collective Bargaining
8 Agreement.

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

10 **Section 2. Definitions.**

11 **Grievance** – means an allegation that there has been a violation, misinterpretation, or improper
12 application of the express terms of this written Agreement **or a university rule, policy, procedure,**
13 **or standard related to the terms and conditions of a bargaining unit member’s employment.** ~~It~~
14 ~~shall not include complaints related to matters of an academic judgement.~~ **Grievances shall not**
15 **challenge the merit of an academic judgement but may challenge the process used to arrive at an**
16 **academic judgement.** Complaints of discrimination on the basis of Article XX. Non-
17 Discrimination are subject to alternative procedures specifically outlined in Section 5 of this
18 Article.

19 **Academic Judgement** – means the judgement of faculty and administrators concerning
20 ~~authorized determinations, recommendations, decisions, criteria, and information to be used with~~
21 ~~respect to appointment, reappointment, promotion, tenure status, and meritorious performance of~~
22 ~~bargaining unit members, with respect to matters of curricula and education policy,~~ **academic**
23 **standards, competence, and performance.**

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

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

29 **Section 3. Procedures.**

- 30 a. A grievant has the right of self-representation at any step in the grievance procedure
31 and/or may choose to be accompanied or represented by a union representative. If United
32 Academics does not represent the grievant, the resolution of the grievance shall not be
33 inconsistent with the terms of this Agreement.
34
- 35 b. A bargaining unit member may choose to self-represent, but request that a union
36 representative be present. In that case, the union representative will only observe the
37 process.
38
- 39 c. Time is of the essence in presenting grievances. Grievances must be filed within thirty
40 days of the date of the act, omission, or commencement of the condition upon which the

1 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.
4

- 5 d. Grievances alleging a violation of Article XX. Non-Discrimination must be filed within
6 180 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
9 informally within thirty days of the date of the act, omission, or commencement of the
10 condition upon which the condition is based, or from the date that the grievant knew or
11 should have known of the act, omission or commencement of the condition, the grievance
12 time limits will automatically be extended to forty-five days.
13
- 14 f. Grievances filed by United Academics, on its own behalf, will be filed at Step 3.
15
- 16 g. Once a grievance is filed, neither the grievant nor United Academics shall alter the
17 written grievance to amend the allegation with respect to those provisions of the
18 Agreement or university rule, policy, procedure, or standard related to the terms and
19 conditions of a bargaining unit member's employment alleged to have been violated,
20 misinterpreted, or improperly applied.
21
- 22 h. Failure to initiate a grievance or an appeal within the specified time limits shall constitute
23 a waiver of the grievance and acceptance of the decision rendered. If the Employer fails
24 to communicate the decision on the grievance within the time limits, the grievant may
25 proceed to the next step.
26
- 27 i. The Employer may refuse consideration of a grievance not filed in accordance with this
28 Article.
29
- 30 j. The Parties may agree to modify the time limits in any step of the grievance procedure.
31 Reasonable requests to modify the time limits will be granted. Any agreement to modify
32 the time limits must be in writing.
33
- 34 k. A grievance may be withdrawn by the grievant at any time.
35
- 36 l. A grievance may not be presented under this Article for an act or omission which
37 occurred prior to the effective date of this Agreement.
38

39 **Section 4. Presentation of Grievances.** Grievances that cannot be resolved informally shall be
40 filed at Step 1, except if the matter being grieved relates to an act or omission by the Dean (or
41 persons in positions at a similar level), in which case the grievance may be filed at Step 3 in the
42 manner provided.

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

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

- 1 c. the date the act, omission, or condition on which the grievance is based occurred or
- 2 commenced (as precisely as possible);
- 3 d. the specific provision of the Agreement **or university policy, procedure, or standard**
- 4 **related to the terms and conditions of a bargaining unit member's employment** which is
- 5 alleged to have been violated, misinterpreted, or improperly applied;
- 6 e. the remedy sought; and
- 7 f. the date the grievance is filed.

8 Upon request of either Party, the academic unit head shall meet with the grievant within fourteen
9 days of receipt of the grievance. The academic unit head shall send a decision in writing to the
10 grievant within fourteen days of the meeting, or within fourteen days of receipt of the written
11 grievance if no meeting is held.

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

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

24 **Section 5. Grievances Alleging Discrimination.** Any grievance alleging a violation of Article
25 XX, Non-Discrimination should be filed at Step 3 of the grievance process, with a copy being
26 submitted to the Assistant Provost of Academic Employee and Labor Relations. The matter will
27 be sent to the University Office of Equal Opportunity and Access for investigation.

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

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

36 **Disputes related to** substantive determinations made by the Provost regarding violations of **of**
37 **Article XX, Non-Discrimination at Step 3 or and** disputes related to the investigatory process as
38 conducted by the University Office of Equal Opportunity and Access are not subject to
39 arbitration. A dispute related to the remedy for a finding of **contract or** policy violation made by
40 the **Employer University** shall 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
- 2 administrative complaint with a relevant outside agency, such as the Bureau of Labor and
- 3 Industries or the Equal Employment Opportunity Commission.