

1 UNIVERSITY COUNTERPROPOSAL

2 4-2-13

3
4 ARTICLE 15
5 GRIEVANCE PROCEDURE
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7 **Section 1.** The objective of this Article is to secure a fair and equitable resolution of grievances at
8 the lowest possible step of the grievance procedure. The procedures below shall be the sole
9 method for resolving grievances.
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11 **Section 2.** Definitions:

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13 "Grievance" means an allegation that there has been a violation of a specific term of this
14 Agreement.
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16 "Grievant" means the member of the bargaining unit who initiates a grievance or the Union when
17 it is the party who initiates a grievance.
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19 "Day" means a calendar day.
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21 **Section 3.** Grievance Steps.

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23 Step 1. (Informal)
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25 a) A bargaining unit faculty member shall first discuss a grievance with his or her unit head.
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27 b) If the unit head is the subject of the grievance, bargaining unit faculty member may proceed
28 directly to Step 2.
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30 c) If the unit head and the bargaining unit faculty member do not resolve the grievance within
31 10 days of the initial discussion, bargaining unit faculty member may proceed to Step 2.
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33 d) Any disposition of a grievance at Step 1 shall not constitute a past practice or any precedent
34 in the disposition of other grievances.
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36 Step 2 (Dean or Designee)
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38 a) Whether or not Step 1 is implemented, a grievant shall present a grievance to the Dean or
39 designee in writing within 45 days following the date on which the grievant knew or reasonably
40 should have known of the act, omission or condition which is the basis of the grievance.
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42 b) The grievance shall be in writing and provide the information described in Section 6 below.

c) Grievances alleging any violation of the Non-discrimination Discrimination Article of this Agreement (including sexual harassment) must be filed within ~~365-180~~ days following the date on which the grievant knew, or reasonably should have known, of the act, omission or condition which is the basis of the grievance.

d) The dean or designee shall meet with the grievant and his or her Union representative (if desired by the grievant) within 21 days of receipt of receipt of the written grievance.

e) The dean or designee will send a decision in writing to the grievant within 14 days of the meeting.

f) Any disposition of a grievance at Step 2 shall not constitute a past practice or any precedent for the disposition of other grievances.

Step 3 (Provost or designee)

a) If the grievant is not satisfied with the decision at Step 2, the grievant may present the written grievance to the Provost or designee within 14 days of the issuance of the decision at Step 2. Grievances against the Provost may be filed with the President or designee in lieu of the Provost.

b) The Provost or designee, but not the persons who heard the grievance at Step 1 or Step 2, will meet with the grievant and his or her Union representative (if desired by the grievant) within 21 days of receipt of the written grievance.

c) The Provost or designee will send a decision in writing to the grievant within 30 days of the meeting. If the grievant is not represented by the Union, a copy of the decision shall be sent to the Union forthwith.

Section 4. If the Union is the grievant, the grievance shall be filed at Step 3 no later than 45 days following the date on which the bargaining unit member whose rights under this Agreement were allegedly violated knew, or reasonably should have known, of the act, event, or condition which is the basis of the grievance.

Section 5. General Provisions.

a) A grievant may represent him or herself at any step in the grievance process or may elect to be accompanied or represented by a Union representative. If the Union does not represent the grievant, the resolution of the grievance shall not be inconsistent with the terms of this Agreement.

b) The grievant and the University Administration may agree to modify the time limits in any step of the grievance procedure. At formal steps, agreements to modify time limits shall be in writing. Requests for extensions of time will not be unreasonably denied.

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2 | c) The University's Administration's failure at any step of this procedure to communicate the
3 decision on the grievance within the time limit, including any extension thereof, shall be deemed
4 a denial of the grievance. The grievant's failure at any step of this procedure to appeal to the next
5 step within the time limit, including any extension thereof, shall be considered acceptance by the
6 grievant of the decision rendered at the previous step but will not constitute a past practice or any
7 precedent in the disposition of other cases.

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9 d) A grievant may withdraw a grievance at any time.

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11 (e All facts relevant to a grievance shall be presented by the parties with the objective expressed
12 in Section 1 of this Article.

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14 **Section 6.** Written grievances must include at least:

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16 a) A statement describing the nature of the grievance, the approximate date of the events giving
17 rise to the grievance, and the names of identifiable persons involved;

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19 b) The provision of this Agreement that the grievant believes to have been violated and a
20 description of how it was violated; and

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22 c) The relief sought.

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24 **Section 7.** A grievance may not be filed for an act, omission or condition which occurred prior to
25 the effective date of this Agreement.