

1 UNIVERSITY COUNTERPROPOSAL

2 ~~1-22-13~~ 2-19-13

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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12 **Section 2.** Definitions:

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14 "Grievance" means an allegation that there has been a violation of a specific term of this  
15 Agreement. "Grievant" means the member of the bargaining unit who initiates a grievance or the  
16 Union when it is the party who initiates a grievance.  
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18 "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 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, the bargaining unit member may proceed  
28 directly to Step 2.  
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30 c) If the unit head and the bargaining unit member do not resolve the grievance within 10 days  
31 of the initial discussion, the bargaining unit member may proceed to Step 2.  
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33 d) Any disposition of a grievance Step 1 shall not constitute a past practice or any precedent in  
34 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.  
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44 c) Grievances alleging unlawful discrimination (including sexual harassment) must be filed  
45 within 180 days following the date on which the grievant knew or reasonable should have known  
46 of the act, omission or condition which is the basis of the grievance.

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

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

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

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11 **Step 3 (Provost or designee)**

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13 a) If the grievant is not satisfied with the decision at Step 2, the grievant may present the written  
14 grievance to the Provost or designee within 14 days of the issuance of the decision at Step 2.

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16 b) The Provost or designee, but not the persons who heard the grievance at Step 1 or Step 2,  
17 will meet with the grievant and his or her Union representative (if desired by the grievant) within  
18 21 days of receipt of the written grievance.

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20 c) The Provost or designee will send a decision in writing to the grievant within 30 days of the  
21 meeting. Grievances against the Provost may be filed with the President or designee in lieu of  
22 the Provost.

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

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31 **Section 5. General Provisions.**

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

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

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42 c) The University's failure at any step of this procedure to communicate the decision on the  
43 grievance within the time limit, including any extension thereof, shall be deemed a denial of the  
44 grievance. The grievant's failure at any step of this procedure to appeal to the next step within  
45 the time limit, including any extension thereof, shall be considered acceptance by the grievant of

1 the decision rendered at the previous step but will not constitute a past practice or any precedent  
2 in the disposition of other cases.

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4 d) A grievant may withdraw a grievance at any time. (e All facts relevant to a grievance shall be  
5 presented by the parties with the objective expressed in Section 1 of this Article.

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

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

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

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16 c) The relief sought.

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

