

**UNIVERSITY COUNTERPROPOSAL
1-22-13**

**ARTICLE 15
GRIEVANCE PROCEDURE**

Section 1. The objective of this Article is to secure a fair and equitable resolution of grievances at the lowest possible step of the grievance procedure. The procedures below shall be the sole method for resolving grievances.

Section 2. Definitions:

"Grievance" means an allegation that a bargaining unit member has been directly damaged by a specific term of this Agreement. The term "grievance" shall not include complaints related to matters of academic judgment, matters reserved to the University, or matters not grievable under this Agreement.

"Grievant" means a member of the bargaining unit who initiates a grievance.

"Academic judgment" means the judgment by the University and those acting on its behalf concerning academic standards, competence and performance as these relate to appointment, reappointment, promotion, tenure, discipline, discharge or merit salary increases; and concerning curricula and educational policy.

"Day" means a calendar day.

Section 3. Grievance Steps.

Step 1. (Informal)

A bargaining unit member shall first discuss a grievance with his or her unit head. If the unit head is the subject of the grievance, the bargaining unit member may proceed directly to Step 2. If the unit head and the bargaining unit member do not resolve the grievance within 10 days of the initial discussion, the bargaining unit member may proceed to Step 2. Any resolution reached at Step 1 shall not constitute a past practice or precedent in the disposition of other grievances.

Step 2 (Dean or Designee)

A bargaining unit member shall present a grievance to the Dean or designee, with a copy to the General Counsel, in writing within 30 days after the act, omission, or commencement of the condition upon which the grievance is based, or after the date on which the member knew or reasonably should have known of such act, omission or condition, if that date is later. In no event, however, shall grievances be presented more than 45 days after the act, omission, or

commencement of the condition upon which the grievance is based. The grievance shall be presented on the Step 2 grievance form (Appendix XX) and shall set forth the act, omission, or condition upon which the grievance is based, the date thereof, the specific provision(s) of this Agreement violated, and the remedy sought. Upon receipt of the written grievance, the Dean or designee will meet with the grievant and will render a written decision within 30 days of the meeting. The parties may also elect to resolve the grievance informally during this period. Any resolution reached at Step 2 shall not constitute a past practice or precedent in the disposition of other grievances.

Step 3 (Provost or designee)

If the grievant is not satisfied with the decision at Step 2, the grievant may present the written grievance to the Provost or designee, with a copy to the General Counsel, within 10 days of the decision at Step 2 on the Step 3 grievance form (Appendix XX).

The Provost or designee, but not the persons who heard the grievance at Step 1 or Step 2, will meet with the grievant and render a decision within 30 days of the meeting. Grievances against the Provost may be filed with the President or designee in lieu of the Provost.

Section 4. 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.

(b) The parties 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.

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

(d) All grievances must be submitted in writing on forms attached to this Agreement as Appendices XXX and shall be signed by the grievant. The use of electronic forms and communications is preferred. The University may refuse consideration of a grievance not filed in accordance with this Article. The University may conduct such investigation of the grievance and consider such information as it deems appropriate under the circumstances.

(e) A grievant may withdraw a grievance at any time. A grievance may not be amended during the grievance process. If a grievant wishes to amend a grievance, he or she may refile the grievance at Step One. A grievance may not be filed for an act or omission which occurred prior to the effective date of this Agreement.

- 1 (f) All facts relevant to a grievance shall be presented by the parties with the objective expressed
- 2 in Section 1 of this Article.