

This proposal has been prepared for purposes of collective bargaining only and does not represent the final form of the Article. The University reserves the right to amend or withdraw this proposal as bargaining requires.

Proposal: UNV0001
Date: February 6, 2020

ARTICLE 13: GRIEVANCES

Section 1. Purpose. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The parties encourage the informal resolution of grievances whenever possible and to that end encourage open communications between members and administrators so that ~~resort to the formal grievances arc procedure will not normally be necessary.~~ The procedures hereinafter set forth shall be the sole method for resolving grievances as that term is herein defined.

Commented [CC1]: Language edits for clarity.

Section 2. Definitions.

A. The term "grievance" means an allegation that there has been a violation, misinterpretation, or improper application of the express terms of this written Agreement. ~~The term "grievance" shall not include complaints related to matters of academic judgment, except as provided for in Article 8, Sections 3, 4 and 6; Article 12; and Article 14, Section 6.~~

Commented [CC2]: Deleted. Intent captured below in Section 3.1

B. "Grievant" means one or more members of the bargaining unit, the Union or the University in the appropriate cases, damaged or injured by the act or omission being grieved.

~~**C.** "Day" means a day when classes or examinations are scheduled in accordance with the official academic calendar of the University excluding Saturdays, Sundays and holidays.~~

Commented [CC3]: "Day" is defined in Section 2. I don't think it is necessary to have separate definitions.

~~**D.** "Academic judgment" shall mean the judgment of faculty and administrators concerning appointment, reappointment, promotion, tenure status and merit salary increases of members, and matters of curricula and educational policy.~~

Commented [CC4]: "Academic Judgment" is defined in Article 2. No need for it here.

Section 3. General Provisions.

A. A grievant has the right of self-representation at any step in the grievance procedure and/or may have a Union representative present at any step.

B. The Union has the right to be present at, and to participate in, any formal step ~~in~~ the grievance procedure, but shall not interfere with the right of self-representation. If the Union does not represent the grievant, the resolution of the grievance shall not be inconsistent with the terms of this Agreement.

C. The parties may agree, in writing, to modify the time limits in any step of the grievance procedure. At formal steps, agreement to modify time limits shall be in writing.

D. Failure at any step of this procedure ~~by the grievant to advance the grievance according to the terms of this Article, including comply with the specified time limits or including any extension thereof,~~ shall be considered acceptance by the grievant of the decision rendered at the previous step. Failure ~~by the University~~ to communicate the decision on the grievance ~~to the grievant~~ at any step within the time limits, including any extensions thereof, shall allow the grievant to proceed to the next step.

Commented [CC5]: Changed language for clarity

E. No member may take a grievance to Step Four (Arbitration) except with the approval and

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48 participation of the Union.

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50 **F.** All grievances and arbitration notices must be submitted in writing on appropriate forms as
51 attached to this Agreement as Appendices B and C respectively, and shall be signed by the grievant.
52 The University may refuse consideration of a grievance not filed in accordance with this Article.

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54 **G.** A grievance may not be filed under this Article for an act or omission which occurred prior to the
55 effective date of this Agreement.

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57 **H.** A grievance may be withdrawn by a grievant ~~at any time~~, or by the Union, at any time, ~~after notice of~~
58 ~~intent to arbitrate has been given.~~

Commented [CC6]: Clarity

59
60 **H.I.** ~~University actions that reflect the exercise of Academic Judgment cannot be grieved under~~
61 ~~this Article. However, matters of procedure related to the exercise of Academic Judgment may be~~
62 ~~grieved.~~

Commented [CC7]: New language to more clearly state intent of second portion of 2.A above.

63 64 **Section 4. Presentation of Grievances.**

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66 **Formal Grievances.** All grievances shall be presented at the proper step, in writing, within thirty
67 days of the act, omission, or commencement of the condition on which the grievance is based, or after the
68 date on which the member knew or reasonably should have known of such act, omission, or condition if
69 that date is later.

70
71 The grievance shall be presented on the grievance form (Appendix B) and shall set forth the following:

- 72 1. A description of the alleged event(s), situation(s), or act(s) in violation of the contract
73 provisions;
- 74 2. The date thereof;
- 75 3. The specific provision of this Agreement which is in dispute; and
- 76 4. The remedy sought.

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82 Grievances shall be filed first at Step 1, except if the matter being grieved relates to an act or omission by
83 the Dean (or persons in positions at a similar level) or the Provost, ~~in which case~~ the grievance may be filed
84 at Step 2 or 3, ~~but in the manner as~~ provided above.

Commented [CC8]: Clarity

85
86 Step 1. Dean's Level. The grievance shall be filed in writing with the appropriate Dean. The Dean shall
87 promptly identify the administrator with whom resolution of the grievance shall be sought. Fifteen (15) days
88 shall be allowed for resolution of the grievance. Upon the grievant's written request, fifteen (15)-day
89 extensions of the time allowed for resolution at this level will be granted unless to do so would impede
90 resolution of the grievance.

91
92 Step 2. Provost's Level. Within five (5) days of the expiration of the period allowed for resolution at the
93 Dean's level, or within five (5) days of an unsatisfactory decision at the Dean's level if that date is earlier, the
94 grievance may be filed with the Provost of the University. The Provost or designee shall meet with the

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95 grievant within five (5) days of receipt of the grievance for review and shall send a decision in writing to the
96 grievant and the Union within ten
97 (10) days of such meeting.

98
99 Step 3. President's Level. Within five (5) days of the expiration of the period for response by the Provost at
100 Step 2, or within five (5) days of an unsatisfactory decision by the Provost, the grievance may be filed with
101 the President. The President or designee shall meet with the grievant within ten (10) days of receipt of the
102 grievance and shall send a decision in writing to the grievant and the Union within ten (10) days of such
103 meeting.

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105 Step 4. If the grievance is not resolved, the complaining party may give to the other notice of intent to
106 arbitrate within the time limits provided in Article 14: Arbitration.

107
108 Section 5. Nothing in this Article or Agreement is to be interpreted as denial of the right to grieve or seek
109 arbitration of alleged failure to follow prescribed procedures in evaluation, ~~and in recommendations for~~
110 ~~promotion and merit salary increases.~~

Commented [CC9]: Struck for purposes of individual proposal. Only appropriate if merit pay is within the CBA.