

1 **ARTICLE 22. GRIEVANCE PROCEDURE**

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

8 "Grievance" means an allegation that there has been a violation of a specific term of this
9 Agreement.

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11 "Grievant" means the member of the bargaining unit who initiates a grievance or the
12 Union when it is the party who initiates a grievance.

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14 "Day" means a calendar day.

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16 **Section 3.** Grievance Steps.

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18 **Step 1. (Informal)**

- 19 a. A bargaining unit faculty member shall first discuss a grievance with his or
20 her department or unit head within 45 days following the date on which the
21 grievant knew, or reasonably should have known, of the act, omission, or
22 condition which is the basis of the grievance.
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24 b. If the department or unit head is the subject of the grievance, the bargaining
25 unit faculty member may proceed directly to Step 2.
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27 c. If the department or unit head and the bargaining unit faculty member do not
28 resolve the grievance within 10 days of the initial discussion, the bargaining
29 unit faculty member may proceed to Step 2.
30
31 d. Any disposition of a grievance at Step 1 shall not constitute a past practice
32 or any precedent in the disposition of other grievances.
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34 **Step 2 (Dean, Vice President, or Designee)**

- 35 a. If the grievant is not satisfied with the decision at Step 1, the grievant may
36 present a written grievance to the Dean, Vice President, or designee within 14
37 days of the issuance of the decision at Step 1.
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39 b. If the grievant did not use Step 1, he or she shall present a grievance to the
40 Dean, Vice President, or designee in writing within 45 days following the date
41 on which the grievant knew, or reasonably should have known, of the act,
42 omission, or condition which is the basis of the grievance.
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44 c. The grievance shall be in writing and provide the information described in
45 Section 6 below.
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47 d. The dean, vice president, or designee shall meet with the grievant and his or
48 her Union representative (if desired by the grievant) within 21 days of

1 receipt of receipt of the written grievance.

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- 3 e. The dean, vice president, or designee will send a decision in writing to
- 4 the grievant within 14 days of the meeting.
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- 6 f. Any disposition of a grievance at Step 2 shall not constitute a past practice or
- 7 any precedent for the disposition of other grievances.
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9 **Step 3 (Provost or designee)**

- 10 a. If the grievant is not satisfied with the decision at Step 2, the grievant may present
- 11 the written grievance to the Provost or designee within 14 days of the issuance of
- 12 the decision at Step 2.
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- 14 b. The Provost or designee, but not the persons who heard the grievance at Step 1
- 15 or Step 2, will meet with the grievant and his or her Union representative (if
- 16 desired by the grievant) within 21 days of receipt of the written grievance.
- 17
- 18 c. The Provost or designee will send a decision in writing to the grievant within
- 19 30 days of the meeting. Grievances against the Provost may be filed with the
- 20 President or designee in lieu of the Provost. If the grievant is not represented by
- 21 the Union, a copy of the decision will be sent to the Union forthwith.
- 22

23 **Section 4.** If the Union is the grievant, the grievance shall be filed at Step 3 no later than

24 45 days following the date on which the bargaining unit faculty member whose rights

25 under this Agreement were allegedly violated knew or reasonably should have known of

26 the act, event, or condition which is the basis of the grievance.

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28 **Section 5.** General Provisions.

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- 30 (a) A grievant may represent him or herself at any step in the grievance process or
- 31 may elect to be accompanied or represented by a Union representative. If the
- 32 Union does not represent the grievant, the resolution of the grievance shall not be
- 33 inconsistent with the terms of this Agreement.
- 34
- 35 (b) The grievant and the University may agree to modify the time limits in any step of
- 36 the grievance procedure. At formal steps, agreements to modify time limits shall be
- 37 in writing. Requests for extensions of time will not be unreasonably denied.
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- 39 (c) The University's failure at any step of this procedure to communicate the decision
- 40 on the grievance within the time limit, including any extension thereof, shall be
- 41 deemed a denial of the grievance. The grievant's failure at any step of this
- 42 procedure to appeal to the next step within the time limit, including any extension
- 43 thereof, shall be considered acceptance by the grievant of the decision rendered at
- 44 the previous step but will not constitute a past practice or any precedent in the
- 45 disposition of other cases.
- 46
- 47 (d) A grievant may withdraw a grievance at any time.
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- 1 (e) All facts relevant to a grievance shall be presented by the parties with the
2 objective expressed in Section 1 of this Article.
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- 4 (f) Grievances alleging prohibited discrimination must be filed within 180 days
5 following the date on which the grievant knew or reasonably should have known
6 of the act, omission, or condition which is the basis of the grievance.
7
- 8 (g) Grievances alleging discriminatory harassment must be filed within 365 days
9 following the date on which the grievant knew or reasonably should have known
10 of the act, omission, or condition which is the basis of the grievance.
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12 **Section 6.** Written grievances must include at least:
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- 14 (a) A statement describing the nature of the grievance, the approximate date of the
15 events giving rise to the grievance, and the names of identifiable persons
16 involved;
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- 18 (b) The provision of this Agreement that the grievant believes to have been violated
19 and a description of how it was violated; and
20
- 21 (c) The relief sought.
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23 **Section 7.** A grievance may not be filed for an act, omission or condition which occurred
24 prior to the effective date of this Agreement.
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