

ARTICLE 23. Grievance Procedure

A. Definition, Standing, Consolidation, and Representation

1. Definition

A grievance is a claim during the term of the Agreement that the University has violated a written provision of this Agreement.

2. Standing

A grievance may be brought to the attention of the University through this procedure by an individual employee within the bargaining unit or by the Union. A grievance may not be brought through this procedure by the University.

3. Consolidation

Grievances brought by, or related to, two or more bargaining unit employees, and multiple grievances by or related to the same employee, which concern the same incident, issue, or course of conduct, may upon mutual agreement of the University and the Union, be consolidated for the purposes of this procedure, provided that the time limits described in this Article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances.

4. Representation

An employee shall have the right to be represented at all steps of the grievance procedure by one person of the employee's choice other than a University employee who has been designated by the University as supervisory, managerial, or confidential. If the employee chooses to be represented by the Union, the steward and the Business Representative shall have the right to be present at Step 3, Campus Review of the Grievance Procedure.

B. Procedure

1. Informal Review, Step 1

As soon as practicable, the employee shall attempt to discuss the grievance with his/her immediate supervisor. All parties shall informally attempt a resolution of the matter before a formal written grievance may be filed. Informal resolutions, although final, shall not be precedent-setting. If the complaint is not resolved through informal discussion with the immediate supervisor, the employee may file a formal grievance as set forth below.

2. Formal Review, Step 2

A formal Grievance must be filed in writing on a grievance form provided by the University. Grievance forms shall mean those forms now in use by various departments except that such forms may be amended by mutual agreement of the parties. The designated University official must receive the written grievance within thirty (30) calendar days after the date on which either the employee or the Union knew or could be expected to know of the event or action which gave rise to the grievance or within fifteen (15) calendar days after the date of the employee's last day on pay status, whichever occurs first. Attempts at informal resolution do not extend time limits unless a written exception is granted in advance by the designated University official. Formal grievances must set forth:

- a. the specific section and provision of the Agreement alleged to have been violated;

- b. the action grieved and how it violated the above-mentioned provision;
- c. how the grieving employee was adversely affected; and
- d. the remedy requested.

3. Campus Review, Step 3

Within twenty (20) calendar days of the receipt of the formal grievance, the grievant and the department (and/or the designated University official) shall meet to discuss the grievance, unless the parties mutually agree to waive the campus meeting. If either the grievant, the department, or the designated University official requests a meeting, one shall be conducted as soon as reasonably possible within the 20 calendar day period to discuss the grievance.

4. Decision

The designated University official shall render a written decision within fifteen (15) calendar days following the date of the close of the Campus Review or agreement to waive Step 3, Campus Review. A copy of the decision will be mailed to the grievant and sent by Certified Mail to the Union. The decision of the University becomes final thirty (30) calendar days after the receipt of the decision by the Union, unless the designated University official receives a written request from the Union to take the grievance to arbitration prior to the expiration of the thirty (30) calendar days. Proof of Service must accompany the request for arbitration. Such decision shall not set any precedent.

C. Time Limits

Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits. Deadlines which fall on a University non-business day will automatically be extended to the next business day. If a grievance is not appealed to the subsequent step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered settled on the basis of the last University written response. Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

D. Pay Status

Whenever the University and the Union convene a meeting to resolve grievances mutually during the scheduled work time of an employee who is a grievant or a representative, upon advance request, reasonable release time shall be granted to the employee(s) involved. Employee time spent at these meetings shall be considered as time worked. When such meetings are convened outside an employee's scheduled work time, no employee release time shall be granted. University employees called as witnesses at such meetings may be released from work with reasonable advance request and granted Leave With Pay for reasonable time spent in meetings. Time spent in preparation of a grievance shall not be on pay status unless specific prior approval has been requested by the employee and granted by management. A reasonable amount of time spent during scheduled work hours in investigation of a grievance prior to formal filing shall be granted on pay status.

E. Notification to the Union

Informal resolution may be agreed upon at any stage of the grievance process. Prior to the resolution of any formal grievance in the Skilled Crafts bargaining unit the Union shall be notified.