

ARTICLE XXI

GRIEVANCE PROCEDURE

Section A: GENERAL

1. A grievance is defined as an alleged violation, during the term of this Agreement, of an expressed written provision of this Agreement.
2. An individual employee shall have the right to use this Grievance Procedure and such a grievance may be submitted only by the aggrieved employee in accordance with the procedure set forth below. Grievances of two or more employees may, at the University's discretion, be joined for purposes of review at any step of this procedure. All grievances from one employee which relate to the same facts, issue, incident or course of conduct shall be joined for purposes of review in this procedure.
3. The University shall not have the right to file a grievance under this procedure. Section

B: REPRESENTATION

An employee shall have the right to be represented at all steps of the Grievance Procedure by the Union or one other person or agent of the employee's choice other than a University employee who has been designated as supervisory, managerial or confidential.

Section C: PROCEDURE

1. Step 1: Informal Review

As soon as practicable, but no later than seven (7) calendar days after the employee could be expected to know of the event or action giving rise to the grievance, the employee shall discuss the grievance with the employee's immediate supervisor. The parties shall informally attempt a resolution of the matter. Informal resolutions, although final, shall not be precedent setting. Settlement offers made in the informal process shall not be introduced in subsequent steps. If the complaint is not resolved within seven (7) calendar days through informal discussion with the immediate supervisor, the employee may advance the grievance as set forth below.

2. Step 2: Informal University-Union Grievance Meeting

With or without the Union's representation, an employee whose grievance has not been resolved at Step 1 may request a meeting with the University in an effort to resolve the grievance. Requests for such a meeting must be received by the Labor Relations Department no later than seven (7) calendar days after the date on which the employee received or should have received an answer from the immediate supervisor. The meeting will be held within seven (7) calendar days of the receipt of the request for such a meeting. This meeting is the last step for the parties to present all known facts and evidence that are relevant to the grievance. Failure to present all known relevant facts and evidence which were in the respective party's possession or should reasonably have been in the respective party's possession shall preclude that party from using such facts

or evidence beyond this step in the procedure or at arbitration. An employee or the employee's representative may waive the right to the Step 2 University-Union Grievance meeting by giving written notice to the Labor Relations Department. The waiver of the meeting does not waive the responsibilities of the Union to present all known relevant facts and evidence as required above before proceeding to Step 3 of this procedure.

3. Step 3: Formal Grievance

a. If the Step 2 meeting does not resolve the grievance or the meeting was waived, the Union or the employee may reduce the grievance to writing on a form provided by the University. The written grievance must set forth:

- 1.) The specific section and provision of the Agreement alleged to have been violated;
- 2.) The action grieved and how it violated the above-mentioned provision;
- 3.) How the employee was adversely affected; and
- 4.) The remedy requested.

b. The Labor Relations Department must receive the written grievance no later than seven (7) calendar days from the date the meeting at Step 2 is completed but in no case later than thirty-five (35) calendar days after the employee could be expected to know of the event or action giving rise to the grievance.

c. The University shall render a written answer to the grievance within seven (7) calendar days from the date of receipt of the grievance. The University's answer becomes final and thereby settles the grievance on the basis of the University's answer, on the seventh (7th) calendar day after the date of the receipt of the answer, unless the Union, before the decision becomes final, requests that the grievance be referred to arbitration. Requests for arbitration must be made in writing and received by the Labor Relations Department prior to the close of business on the day on which the University's answer is to become final.

4. Time Limits

a. Time limits as established in this Article may be mutually extended by the parties in writing in advance of the expiration of the time limits. Deadlines which fall on a non-business day as defined in this Agreement will automatically be extended to the next business day.

b. 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.
