ARTICLE 21
GRIEVANCE PROCEDURE

A. Definition, Standing, Consolidation, Representation, No Reprisal
   1. Definition
      A grievance is a claim during the term of this Agreement that the University has violated a specific written provision(s) of this Agreement.
   2. Standing
      Except as otherwise provided in the Agreement, a grievance may be brought to the attention of the University through this procedure by an individual employee within the bargaining unit, a group of employees within the bargaining unit, or by the Union. A grievance may not be brought through this procedure by the University.
   3. Consolidation
      A grievance brought by, or related to two (2) 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 (1) 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 the Step 2 grievance meeting.
   5. No Reprisal
      No employee shall be subject to reprisal for using or participating in the grievance, procedure.

B. Procedure
   1. Step 1: Informal Review
      As soon as practicable, the employee shall discuss the grievance with his/her immediate supervisor. All parties shall informally attempt a resolution of the matter(s) 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. Step 2: Formal Grievance Review
      a. Filing Grievance:
         A grievance that has not been resolved at Step 1 may be filed as a formal grievance at Step 2.
b. **Grievance Forms**

A formal grievance must be filed in writing on a grievance form provided by the University and approved by the Union. 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.

C. **Receipt of Grievance**

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.

D. **Extensions**

Attempts at informal resolution do not extend time limits unless a written exception is granted in advance by the designated University official.

E. **Statement of Grievance**

A formal written grievance shall contain the following information:

1. The specific section and provision of the Agreement alleged to have been violated;
2. A detailed description of the action that caused the grievance, the date on which the action happened, and an explanation of how the Agreement was violated by the action;
3. A description of how there has been an adverse affect on a bargaining unit employee; and
4. A description of the remedy requested.

F. **Amendments**

The employee and/or the Union may amend the alleged violation stated in the original grievance as needed upon the mutual written agreement of the parties.

G. **Step 2 Grievance Meeting**

Within thirty (30) calendar days of the receipt of the formal grievance, the designated University official shall convene a meeting to discuss the grievance. The parties may mutually agree to extend the deadline for the meeting. The parties may mutually agree to waive the meeting.

H. **Step 2 Decision**

The designated University official shall render a written decision within thirty (30) calendar days following the date of the close of the Step 2 meeting or agreement to waive the Step 2 grievance meeting. The decision will be mailed to the grievant and mailed by the designated University official to the Union via Certified Mail, return receipt requested. The University's decision becomes final thirty (30) calendar days from either the date of the hand-delivery or the date of delivery as shown on the return receipt. The Union must file a request for
arbitration within thirty (30) calendar days after receipt of the Step 2 decision. Proof of Service must accompany the request for arbitration. Such decision shall not set any precedent.

I. **Step 3 Mediation**
   1. Mediation is a process in which a mediator assists the parties in reaching a resolution of the grievance. Either party may request mediation at any time.
   2. Both parties must agree to use mediation.
   3. Mediation shall be non-binding, except when the parties mutually agree otherwise.
   4. All costs of mediation shall be borne by both parties equally, except when the parties agree otherwise.
   5. The parties may select a mediator by mutual agreement or by selecting from among a panel of mediators to be agreed upon by the parties.
   6. If mediation does not result in a resolution of the grievance, the grievance shall be processed in accordance with this Agreement.
   7. Reasonable release time shall be granted to the employee(s) and steward involved in mediation. Employee time spent in mediation 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. Time spent in preparation for mediation, on the day(s) of the mediation, shall be on pay status.

J. **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. Each of the steps in the Grievance Procedure may be waived by mutual agreement of the parties in writing.

K. **Pay Status: Release Time**
   Whenever the University and the Union convene a meeting to mutually resolve grievances during the scheduled work time of an employee who is a grievant or a representative, upon advance written 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 written request and granted leave with pay
for reasonable time spent in meetings, if the information they provide is relevant and material to the grievance which is the subject of the meeting. Time spent in preparation of a grievance shall not be on pay status. 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, subject to notice and approval of the employee(s)' supervisor.

L. 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.