ARTICLE 23
GRIEVANCE PROCEDURE

A. Definition, Eligibility, Consolidation, and Representation

1. Definition

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

2. Eligibility

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 the 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 be consolidated for the purposes of this procedure upon mutual agreement of the University and the Union, 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. The parties may, by mutual agreement, consolidate grievances on similar issues at any level of the grievance procedure.

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/or the Business Representative shall have the right to be present at all steps of the Grievance Procedure.

B. Procedure

1. Respond and File – The terms “respond” and “file” as used in this Agreement refer to personal delivery, postmarked, transmittal by facsimile, or electronic mail.

   a. If mail delivery is used, it shall be by Proof of Service to the grievant and the date postmarked shall establish the date of response or filing.

   b. If personal delivery is used, the calendar date of delivery shall establish the date of response or filing.

   c. If facsimile transmittal is used either to file or respond to a grievance, the facsimile transmittal cover letter must be returned and shall include the signature of the receiving party acknowledging receipt as well as the date of receipt. A response of filing shall not be considered accomplished in the absence of such date and signature on the cover letter.
d. If electronic mail is used, the receiving party must respond, acknowledging receipt and date of receipt of the electronic mail transmission.

e. A copy of all responses shall be concurrently served on the grievant’s representative. If the grievant has not provided a facsimile number, the grievant may be served by U.S. mail.

2. Informal Review – Step 1

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 before a formal written grievance may be filed. Informal resolutions, although final, shall not be precedent setting. Settlement offers made in the informal process shall not be introduced by the grievant or the grievant’s representative in subsequent steps. If the grievance is not resolved through informal discussion with the immediate supervisor, the employee may file a formal grievance as set forth below.

3. Department Review – Step 2

A formal grievance must be filed in writing on a grievance form mutually agreed to by the parties. The form 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. Formal grievances must set forth:

a. The specific section(s) and provision(s) of the Agreement alleged to have been violated;

b. The action grieved and how it violated the above-mentioned provision;

c. The date(s) of the occurrence of the alleged violation(s);

d. How the grieving employee was adversely affected;

e. The name of the employee’s representative, if any;

f. The date(s) the employee discussed the alleged violation(s) with his/her supervisor; and

g. The remedy requested.

The department head or designee shall review the grievance and meet with the employee and his/her representative, to discuss the grievance. Within fifteen (15) calendar days after receipt of the grievance, a written response will be issued to the employee with a copy to his/her representative. If the department’s response is not issued within the established time limits or if the grievance is not resolved, the grievance may be appealed to Step 3.

4. Campus Review – Step 3

If the grievance is not resolved at Step 2, the grievance may be appealed in writing by the employee or his/her representative to the designated Labor and/ Employee
Relations official. The written appeal must be received by the designated Labor and Employee Relations official within fifteen (15) calendar days of the date on which the written response to Step 2 was issued or due.

Within fifteen (15) calendar days of the receipt of the Step 3 appeal, the designated Labor and Employee Relations official shall schedule a meeting to discuss the grievance. During the meeting, the employee and/or his/her representative shall present all evidence and contentions relevant to the grievance. The Step 3 meeting may be waived by mutual agreement and confirmation by either party.

5. Decision

The University shall render a written decision within fifteen (15) calendar days following the date of completion of the Step 3 meeting or agreement to waive the Step 3 meeting. The decision will be mailed to the employee(s) and his/her representative. A copy of the decision shall be sent by Proof of Service to the Union. Such decision shall not set any precedent. The union may appeal the grievance to arbitration pursuant to Article 24, Arbitration Procedure, within thirty (30) calendar days of the date on which the decision was received by the Union.

6. The Labor and Employee Relations Director or designee and the Union Representative may mutually agree in writing to waive any and all steps of the Grievance procedure. Such written agreement must be executed in advance of the expiration of the specific applicable time limits, i.e. no later than the last day of the applicable time limit.

C. Time Limits

Time limits may be extended by mutual agreement of the parties in writing in advance of expiration of the time limits, except for the Step 2 deadline for filing a formal grievance. Deadlines which fall on a University non-business day will automatically be extended to the next business day. If the grievance is not appealed to the subsequent step of the procedure with applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered settled on the basis of the University’s written response. Failure by the University to reply to the employee’s grievance within the time limits specified automatically grants to the union the right to process the grievance to the next step of the grievance procedure.

D. Pay Status

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, reasonable release time shall be granted upon advance request to the employee(s) involved.

Time spent at these meetings shall be considered time worked. When such meetings are convened outside an employee’s scheduled work time, no release time shall be granted. University employees called as witnesses at such meetings shall 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. Upon advance request, 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.
The University will make a good faith effort to alter the work hours for grievants and/or stewards who do not work the day shift. Said grievants and/or stewards shall not suffer a loss of regularly assigned shift pay when participating in the grievance procedure.

E. Resolution

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