

## ARTICLE 24. GRIEVANCE PROCEDURE

### A. Definition, Eligibility, Consolidation, and Representation.

1. **Definition.** A grievance is a claim that the University has violated a written provision(s) 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 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 (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 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. **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 is filed. Informal resolution, although final, shall not be precedent setting. If the grievance is not resolved through informal discussion with the immediate supervisor, the employee may file a formal grievance as set forth below.

Attempts at informal resolution do not extend time limits unless an extension is mutually agreed to in writing by the Campus Labor Relations Manager and the employee or his/her representative.

2. **Department Review. Step 2.** A formal grievance must be filed in writing on a grievance form provided by the University. The Campus Labor Relations Manager 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(s);
- c. how the grieving employee was adversely affected;
- d. name of the employee's representative, if any;
- e. the date(s) of the occurrence of the alleged violation(s);
- f. the date(s) the employee discussed the alleged violation(s) with his/her supervisor; and,
- g. the remedy requested.

The department head or official designee shall review the grievance and, at his/her discretion, meet with the employee(s) and his/her representative, to discuss the grievance. Within ten (10) calendar days after receipt of the grievance, a written response will be issued to the employee(s) 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.

3. **Campus Review. Step 3.** If the grievance is not resolved at Step 2, an appeal may be submitted in writing by the employee(s) or his/her representative to the Campus Labor Relations Manager. The written appeal must be received by the Campus Labor Relations Manager within ten (10) calendar days of the date on which the written response to Step 2 was issued or due.

Within ten (10) calendar days of the receipt of the Step 3 appeal, the Campus Labor Relations Manager or designee shall schedule a meeting to discuss the grievance. During the meeting the employee(s) and/or his/her representative shall present all evidence and contentions relevant to the grievance.

The designated University official shall issue a written decision within ten (10) calendar days following the date of the close of the campus review. The decision shall be sent to the employee(s) and his/her representative. A copy of the decision shall be sent by Certified Mail to the Union.

The Union may appeal the grievance to arbitration pursuant to Article 25, Arbitration Procedure, within thirty (30) calendar days of the date on which the decision was received by the Union.

4. **Waiver.** The Campus Labor Relations Manager and the Union Business 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.

5. **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 University non-business days 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 the University to reply to the employee's grievance within the time limits specified automatically grants the employee the right to process the grievance to the next level.
6. **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, 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 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. Per 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.

### C. **Resolution.**

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.