

Article _____ - Grievance Procedure [formerly Article 11]

A. General Provisions for Resolving Grievances

1. The grievance procedure is the sole and exclusive procedure for the prompt, efficient and constructive resolution of grievances under this Agreement. This grievance procedure does not apply to alleged violations of University policies related to protected class discrimination, harassment, or sexual misconduct. Notwithstanding this process, the University and the Union recognize and encourage informal resolution of any dispute, generally by direct discussion between the grievant and their supervisor and/or the Union and the University.
2. A grievance is any dispute concerning the interpretation, application, or claimed violation of a specific term or provision of this Agreement.
3. Complaints or grievances regarding academic matters, including but not limited to assessment of student work and grades and determinations as to students' academic progress, may not be processed through the Article [REDACTED] Grievance Procedure and must be handled through the Graduate School grievance procedure or the procedures of the University Office that handles such claims. A Graduate Student Employee ("GSE") who is eligible to be in the bargaining unit has the right to be accompanied by a Union Representative at any and all steps of the handling of such matters. The role of a Union Representative in such matters is limited to providing support and advice to the Graduate Student.
4. Time limits set forth in this Article are calculated beginning on the day following an event, then counting forward by business days or calendar days. When calendar days are used for calculation, weekends and holidays are included.
5. Except for the initial filing of a formal grievance, all time limits may be extended by prior mutual written agreement of the parties in particular. During periods when regular classes are not scheduled, such as between semesters, after graduation and before the resumption of classes in the Fall, or during long periods when the University is closed for holidays or breaks, the parties in particular can anticipate extending the required time periods for each Step.
6. Unless the parties agree in advance in writing on the extension of a time limit for the grievance process, any demand for a grievance that is not filed at each step within the time period set in this Agreement will be deemed waived and there shall be no further processing of the grievance or any other process provided for in this Article. A failure by the Union/grievant to comply with the time limits of Step 1 precludes any subsequent filing of the grievance.
7. Failure by the University at any Step to communicate its response within a specified time limit permits the grievant to move to the next Step, but is not an agreement by the University with the grievant's position.
8. The filing or pendency of a grievance under this Article will not prevent the University from taking the action complained of, subject to the procedures of this Article.
9. The Union may initiate a Grievance at Step 2 if the grievance involves multiple GSEs with the same issue.
10. Any grievance may be withdrawn without prejudice.
11. Any resolution reached through the grievance process may not be used to establish

a precedent for the future interpretation or application of this Agreement.

12. The University may from time to time have concerns regarding the interpretation, application or claimed violation of a specific term or provision of this Agreement on the part of the Union. The University will seek to resolve such concerns through direct discussion and informal resolution between the University and the Union. If such direct discussion fails to resolve the matter the University has the right to initiate Step 3 of the grievance procedure with respect to any grievance, dispute or difference and, following Step 3, to take such matter through the mediation and arbitration procedure, using the process outlined in this Article.

B. Representation

1. A Union Representative may represent a GSE alleging a grievance.
2. By July 1 each year, the Union will provide the University with the names, email addresses, and telephone numbers of its officials and Grievance Committee members, and any changes therein.
3. By July 1 each year, the University will provide the Union with the names, email addresses, and telephone numbers of its representatives or designees at Step One and Step Two and will report any changes to these representatives to the Union.

C. Protection against Retaliation

1. No individual may be discouraged from filing a grievance or taking action under this Article's guidelines. And after a grievance has been filed, no individual who files a grievance in good faith will be subject to retaliation. This protection from retaliation also extends to documented informal resolution processes or attempts to informally resolve an alleged contract violation.
2. Retaliation means any adverse action or threat taken or made against an individual, including through third parties and/or legal counsel, for filing a grievance or participating in any investigation or proceeding related to this Article. Retaliation includes threatening, intimidating, harassing, or any other conduct that would discourage a reasonable person from engaging in activity protected under this Agreement, such as seeking services, receiving protective measures and accommodations, and/or filing a grievance. Retaliation includes maliciously and purposefully interfering with, threatening, or damaging the academic and/or professional career of another individual before, during or after the investigation and resolution of a grievance under this Agreement.
3. University resource persons and Union designees shall advise a Graduate Student Employee of their right to be free of retaliation and, when notified, the University will investigate any complaint of alleged retaliation.
4. This provision applies to grievances made or information provided in good faith, even if the facts alleged in the grievance and/or information are determined to be unfounded.

D. Grievance Procedure

The following procedure is the sole and exclusive means for resolving grievances, unless such grievances allege protected class discrimination, Harassment, or sexual misconduct, in which case the applicable University policy/policies and procedure(s)

is the exclusive means for resolving the complaint. In those instances, a grievance may proceed as a separate track, provided its scope and any resulting outcomes are strictly limited to addressing the specific impact of the alleged conduct on the employee's terms and conditions of employment.

1. Initial Filing of a Formal Grievance.

If a grievance cannot be resolved informally, a GSE or the Union shall initiate a grievance within sixty (60) business days after the GSE first becomes aware, or reasonably could have known of, the act or circumstance that constitutes a grievance as defined in this Article. The grievance must be presented in writing. It must identify the Grievant, the provision of the Agreement that is the subject of the grievance, and sufficient details of the grievance to understand the violation claimed. It should include key relevant documentation and must state the relief requested. The initial filing should be made to the Director of Graduate Studies and/or Department Chair with a copy to the Office of the Dean of the Graduate School and/or the Employee and Labor Relations office.

A grievance filing, issuance of a determination and all notices or communications during the grievance procedure are submitted when sent by email or fax or delivered by hand to the appropriate individual at each Step. The date of the receipt must be noted so that the parties can calculate the time limits. A hand delivery must occur during regular business hours.

In the absence of a designated Director of Graduate Studies and/or Department Chair, or where the individual holding that position has a potential conflict, notice can be sent to the Dean of the Graduate School or his/her designee.

2. Step One

- a. The Union or a GSE, having a grievance in connection with their employment, may file the grievance with the applicable Department Chair or program leader.
- b. A Step One meeting with the appropriate University administrators, GSE and the Union, and the Department Chair or their designees will be held within ten (10) business days of submission of the grievance. A union representative may be present.
- c. If the grievance is not resolved during the course of the Step One meeting or not settled before the determination must be issued, a written determination of the Step One grievance will be provided to the GSE and the Union within ten (10) business days following the meeting.

3. Step Two

- a. If the matter is not resolved at Step One, the grievance may be appealed by the Union to the Dean of the Graduate School or their designee, provided that the written appeal is submitted to the Dean of the Graduate School

within ten (10) business days following submission by the University of the Step One determination.

- b. Within ten (10) business days of submission of the Step Two grievance to the Dean of the Graduate School, the Dean must set a meeting at a mutually convenient time and place for discussion of the grievance with the appropriate University administrators and the Union and the GSE.
- c. The Dean of the Graduate School will arrange for a representative(s) of the appropriate dean or administrative head of an equivalent unit to be present at this discussion. A union representative may be present.
- d. If the grievance is not resolved during the course of the Step Two meeting or not settled before the determination must be issued, a written determination of the Step Two grievance must be provided to the GSE and the Union within ten (10) business days following the meeting.

E. Impartial Arbitration

A grievance which is not resolved at Step Two may be appealed to arbitration by the Union, provided that written notice of intent to arbitrate is submitted to the Dean of the Graduate School within ten (10) business days following submission of the Step Two determination by the University. Such notice must identify the grievance and the issue, set forth the provisions of the Agreement involved, and the remedy desired. If no such notice is given within the prescribed time limit set forth in this section, the grievance is not arbitrable.

Instead of resolving a grievance by proceeding to arbitration, the parties can mutually agree to undertake alternative dispute resolution procedures, such as mediation. The parties will select a mutually acceptable mediator. A request to proceed with mediation in place of arbitration must be submitted to the University by the Union or to the Union by the University within ten (10) business days of the Step Two determination. The parties have thirty (30) days to make a final determination whether to pursue mediation in place of arbitration. Even if mediation is not successful in resolving all or a portion of the grievance, the use of mediation precludes arbitration of the grievance. If notice to mediate is not given within the time limit, the option to pursue mediation will no longer be available. The parties will share equally in the cost of mediation.

1. Arbitrator. The parties will select an arbitrator. If the parties cannot reach mutual agreement on an arbitrator within fourteen (14) business days of receipt of the notice of arbitration, the parties can request a list from the American Arbitration Association and the arbitration will proceed under the Voluntary Labor Arbitration Rules of the AAA.
2. Every grievance submitted to an arbitrator for decision is subject to the following terms and conditions:
 - a. The arbitration will be conducted in accordance with the Rules of the American Arbitration Association and the University or the Union or both will forward to the arbitrator a copy of the grievance, the University's determination at Step Two, the Union notice of intent to arbitrate, and a copy of the Agreement.

- b. Each party is responsible for their own costs of preparing and presenting the arbitration and the parties will share equally the administrative fees of the AAA, the costs of the arbitrator and the cost for the transcript of the proceeding to be provided to the arbitrator. If the parties want their own copy of the transcript they will be responsible for the cost of their individual copy.
- c. The authority of the arbitrator is strictly limited to; the determination of the specific grievance consistent with the terms of this Agreement.
- d. The arbitrator has no authority to add to, subtract from, or otherwise modify or disregard any of the terms, clauses, or provisions of this Agreement. The Arbitrator has no authority or jurisdiction to issue any award changing, modifying or restricting any action taken by the University on matters reserved to the University's discretion as provided in the Management Rights clause unless those actions are restricted by other specific terms of this Agreement.
- e. The arbitrator's decision, when made in accordance with the arbitrator's jurisdiction and authority established by this Agreement, is final and binding upon the University, the Union, and the Employee(s) involved, although each party retains whatever rights it has under applicable state or federal law to challenge the decision and/or the award.
- f. The provisions of this Section do not prohibit the University and the Union from mutually agreeing to expedited arbitration of a given grievance or grievances.