

## **ARTICLE XIV GRIEVANCE PROCEDURES**

### **Section 1. Definitions.**

A. A grievance is a claim of any alleged violation, misapplication or misinterpretation of this negotiated Agreement filed by a bargaining unit member, group of bargaining members, or by the Association acting on behalf of itself or bargaining unit members.

B. A grievant shall be any bargaining unit member, group of bargaining unit members, or the Association acting on behalf of itself or bargaining unit members.

C. The term “days” shall mean working days during both the academic year and summer semester [**Q: quarter**]. During all recesses equal or exceeding two (2) consecutive days, the processing of grievances shall be held in abeyance unless both parties agree to proceed. Weekends shall be considered a recess of two (2) days.

D. Formal grievances must be filed within 45 days from the date in which the grievant knew or the date by which a reasonable person should have been aware of the incident. For the purposes of this sub-paragraph, "days" does not include any term for which the individual grievant does not have a teaching assignment. For purposes of this sub-paragraph the SEA is not considered an individual grievant.

E. The time limits set forth in this article may be extended by mutual agreement in writing by the grievant and the University.

### **Section 2. Purpose.**

The purpose of this grievance procedure is to create a collegial mechanism for justly resolving disagreements with respect to specific claims of improper application, violation or misinterpretation of this Agreement.

Every effort will be made by both parties to expedite a grievance so as to reach resolution as quickly as possible.

### **Section 3. Grievance Procedure**

Nothing herein contained in this grievance procedure shall be construed to prevent an individual grievant from first seeking to informally resolve a grievance if he/she chooses, provided that such an informal grievance settlement is not inconsistent with the terms of the Agreement and the grievant has not initiated the formal grievance process (i.e., filed a Grievance Form).

A. In the event that the above informal step is unsuccessful or not exercised, the grievant may file a formal grievance form. This form shall be completed in triplicate with one (1) to the grievant, one (1) to the Association, and one (1) to the appropriate Dean.

B. Insofar as practicable, grievance conferences will be scheduled so as not to interfere with the class or work schedule of the grievant or administrative officers whose presence will be required. A grievant shall have the right to be present at any level in the grievance procedure without loss of pay.

C. Any grievance not acted on in the time limits provided in this article is automatically appealed to the next level.

#### **Section 4. Level One - Dean**

A. A meeting shall take place between the grievant (or his/her designee) and Dean (or his/her designee) at a time mutually agreed to by all parties, but no later than ten (10) days following the date the grievance was filed with the Dean. A grievant may only be accompanied by a witness(es) and one (1) Association representative of his/her choice and an OEA Representative. The University Administration reserves the right to have comparable representation present.

B. A written answer will be given by the Dean his/her designee no later than 10 days after this meeting.

#### **Section 5. Level Two – Provost**

A. In the event that the formal grievance is not resolved to the satisfaction of the grievant at Level One or the Dean lacks authority to resolve the grievance, the grievant may request within ten (10) days a Level Two meeting with the Provost by filing a grievance form. A meeting shall take place between the grievant (or his/her designee) and the Provost (or his/her designee) at a time mutually agreed to by all parties, but no later than ten (10) days following the date the grievance was filed with the Provost. A grievant may only be accompanied by a witness(es) and one (1) Association representative of choice and/ an OEA Representative. The University Administration reserves the right to have comparable representation present. The parties may mutually agree to expand the number of representatives for each side.

B. A written answer will be given by the Provost or his/her designee within ten (10) days after this meeting.

#### **Section 6. Level Three – President**

A. In the event that the formal grievance is not resolved to the satisfaction of the grievant at Level Two, the grievant may request within ten (10) days a Level Three meeting with the President by filing a grievance form. A meeting shall take place between the grievant (or his/her designee) and the President (or his/her designee) at a time mutually agreed to by all parties, but no later than ten (10) days following the date the grievance was filed with the President. A grievant may only be accompanied by a witness(es) and one (1) Association representative of choice and an OEA Representative. The University Administration reserves the right to have comparable representation present. The parties may mutually agree to expand the number of representatives for each side.

B. A written answer will be given by the President within ten (10) days after this meeting.

## **Section 7. Level Four – Binding Arbitration**

A. In the event that the formal grievance is not resolved at Level Three, the Association may appeal the grievance to arbitration. Within ten (10) days after receipt of the Level Three disposition, the Association may file a demand for arbitration to the American Arbitration Association and to the President of the University. The SEA representative and the President then choose an Arbitrator pursuant to the voluntary selection rules of the American Arbitration Association. However, the arbitrator will not add to, subtract from, or otherwise change any provisions of this Agreement. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument. Any award involving a salary adjustment shall be limited to the life of the contract. All other awards shall be limited to a period not to exceed sixty (60) days from the filing of the grievance. The costs of the services of the arbitrator, and the cost of the hearing room, if any, shall be shared equally by the University and Association/Grievant.

## **Section 8. Miscellaneous**

A. Copies of all written answers at any level of this procedure shall be given to the grievant and the Association President.

B. Any grievance not appealed within the time limits set forth above shall be considered settled on the basis of the last decision.

C. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

D. By mutual agreement of the Association and the University, a grievance may be initiated at any higher applicable level.

E. The grievant may withdraw the grievance at any level without prejudice.

F. A copy of the grievance form shall not become a part of the unit member's personnel file unless the grievant, SEA and University agree otherwise.