ARTICLE 18 – Grievances

Section 1. Purpose. The purpose of this Article is to provide a procedure that will promote prompt and efficient investigation and resolution of grievances. The parties encourage informal resolution of grievances whenever possible and to that end encourage open communication between members and administrators so that resort to formal procedure will not normally be necessary. The University is not obligated to observe any other procedure for the resolution of grievances as that term is hereby defined.

Section 2. Resort to Other Procedures. If, prior to seeking resolution of a dispute by presenting a grievance hereunder, or while the grievance proceeding is in progress, a member seeks resolution of the matter through any agency outside the University, whether administrative or judicial, the University shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure or pursuant to Article 19–Arbitration.

Section 23. Definitions.

(a) The term “grievance” is defined as an allegation that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement. The term “grievance” shall not include complaints related to matters of academic judgment.

(b) “Grievant” means AAP or members of the bargaining unit alleging damage or injury by the act or omission being grieved.

(c) “Day” means a day when classes or examinations are scheduled and held in accordance with the official academic calendar of the University, excluding Saturdays and Sundays. Summer Session days will not be counted as days for those members not employed during the summer session. The definitions of days in this Article applies, unless mandated otherwise by federal or state statutory or regulatory requirements.

(c) “Academic judgment” shall mean the judgment by faculty and administrators: 1. concerning academic standards, competence and performance as these relate to appointment, reappointment, promotion, tenure, or merit salary increases; and 2. concerning curricula and educational policy.

Section 34. General Provisions.

(a) A grievant has the right of self-representation at any step in the grievance procedure and/or may choose to be accompanied by the Union’s designated official, or any other person.

(b) If requested by Grievant, AAP has the right to be present at, and to participate in, any formal step in the grievance procedure, but shall not interfere with the right of self-representation.
(c) A faculty member who is serving as grievance officer and files a grievance on his/her own behalf shall relinquish the role of grievance officer for the bargaining unit until dispute has been settled.

(d) The parties may agree to modify the time limits in any step of the grievance procedure. At formal steps, agreement to modify time limits shall be in writing.

(e) Failure at any step of this procedure to request review of a decision within the specified time limits, including any extensions thereof, shall be considered acceptance by the grievant of the decision rendered at the previous step. Failure of the administration to communicate the decision on the grievance at any step within the time limits, including any extension thereof, shall allow the grievant to proceed to the next step.

(f) No member may take a grievance to arbitration except with the approval and participation of the AAP.

(g) All grievances which proceed to formal settlement procedures, all requests for review, and all arbitration actions shall be submitted on forms attached to this Agreement as Appendices A, B, and C, respectively, and shall be signed by the grievant. The University may refuse consideration of a grievance not filed in accordance with this Article.

(h) If the matter being grieved relates to an act or omission by the Provost or the President, the grievance may be presented at Step Two or Step Three, utilizing the grievance form.

(i) A grievance may be withdrawn by the grievant or union at any time.

(j) A grievance may not be presented under this Article for an act or omission which occurred prior to the effective date of this Agreement.

Section 46. Presentation of Grievances.

General. Time is of the essence in the presentation of grievances. The time limits provided below for the initial presentation of a grievance are measured from the date of the act, omission or commencement of condition upon which the grievance is based; or from such later date that the member knew or reasonably should have known of the act, omission, or commencement of the condition upon which a grievance is based.

Informal Procedure. The grievant and, if needed by the grievant to facilitate resolution, a member of the Associated Academic Professionals may discuss the grievance with the administrator most directly concerned in an attempt to resolve the grievance informally.

A grievance may be presented informally and confirmed in writing within fifteen twenty (1520) days of the act, omission, or commencement of the condition on which the grievance is based. The administrator to whom the grievance is presented shall provide a written Agreement communicating a decision to the grievant within five (5) days of the presentation of the grievance.

Formal Procedure. If the matter is not satisfactorily resolved by informal means, the following formal grievance procedure may be involved. In no event, however, will a
grievance be presented more than 30 days after the act, omission, or commencement of the condition on which the grievance is based. This 30-day limit will begin extended upon return to campus for those members who are out of the country or are on an official leave of absence. The maximum extension granted will be for thirty (30) days, so that the member will have a reasonable time after returning to campus to present a grievance. The maximum extension granted will be for thirty (30) days.

**Step One – Dean/Director Level.** The grievance shall be presented on the grievance form (Appendix A). The grievance shall set forth the act, omission, or condition on which the grievance is based; the date thereof as precisely as possible; the specific provision of this Agreement which is alleged to have been violated, misinterpreted, or improperly applied; and the remedy sought.

Upon the grievant’s written request, fifteen (15) days postponement of formal consideration shall be allowed for a further attempt to achieve informal resolution of the grievance.

Upon request of either party, the appropriate dean/director shall meet with the grievant within ten (10) days of receipt of grievance form (Appendix A), or within ten (10) days of the expiration of the period of time allowed to Step One for informal resolution. The dean/director shall send a decision in writing to the grievant, and the AAP grievance officer, and the AAP President Associated Academic Professionals within ten (10) days of this meeting, or within ten (10) days of receiving the grievance form if no meeting is held.

**Step Two – Provost Level.** If the grievant is not satisfied with the decision at Step One, a request for review (Appendix B) may be filed with the Provost within ten (10) days of date of the decision at Step One. Upon request of either party, the Provost or a designee shall meet with the grievant within ten (10) days of receipt of the request for review to discuss the grievance. The Provost shall send his/her decision concerning the grievance in writing to the grievant, and to the AAP grievance officer, and the AAP President Associated Academic Professionals within ten (10) days of such meeting, or within ten (10) days of receiving the request for review if no meeting is held.

**Step Three – President’s Level.** If the grievant is not satisfied with the decision at Step Two, a request for review (Appendix B) may be filed with the President or designee within ten (10) days of the date of the decision at Step Two. Upon request of either party, the President or designee shall meet with the grievant within ten (10) days of receipt of this request, and the President or designee shall send a decision in writing to the grievant, and to the AAP grievance officer, and the AAP President Associated Academic Professionals within ten (10) days of such meeting, or within ten (10) days of receiving the request for review if no meeting is held.
**Step Four — Chancellor’s Level.** If the grievant is not satisfied with the decision at Step Three, a request for review (Appendix B) may be filed with the Chancellor within ten (10) days of the decision at Step Three, or the grievant may give written notice (Appendix C) to the President or designee of intent to proceed to arbitration. Notice of intent to arbitrate must be filed with the President of the University or designee within twenty (20) days of date of the decision at Step Three.

If a request for review is filed with the Chancellor, the right to arbitrate the grievance is thereby waived. The Chancellor or a designee shall meet with the grievant within ten (10) days of receipt for review, and the Chancellor or designee shall send a decision in writing to the grievant and to the AAP within ten (10) days of such meeting.

---

**Tentative Agreement**

2/12/14

Date

Brian A. Cantwell
EOU

Donald Wolff
AAP

Comment [3N1]: Agreed 1/16/2014