

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" as used in this section of the Agreement shall mean calendar days during both the academic year and summer quarter. During all recesses 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. Grievances must be filed within 60 days from the date in which the grievant knew or should have known of the alleged violation. For the purposes of this sub-paragraph, "days" does not include any quarter for which the faculty member does not have a teaching assignment.

Section 2. Purpose.

The purpose of this grievance procedure is to create a mechanism for settling at the lowest possible administrative level issues which may arise 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 filed a "Grievance Form."

A. The grievant has the right to be present and have representation present at any level of the grievance procedure. The Association has a right to be present and must be notified of any meetings. The University administration reserves the right to have equal representation present at any level.

B. The immediate supervisor will receive prior notice that the faculty member will have representation present at any first level meetings; and

C. 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.

Section 4. Level One - Dean.

A grievant may initiate said grievance informally by approaching his/her immediate supervisor and discussing the matter on his/her own behalf. A grievant may be accompanied by a witness(es) and one (1) Association representative of choice and/or an O.E.A. Representative.

A. In the event that the above informal step is unsuccessful, or one of the parties to the grievance does not wish to use this step, the grievant may file formal grievance on the appropriate form supplied by the Association. This form shall be completed in triplicate, with one (1) copy to the grievant, one (1) to the Association, and one (1) to the Dean. A formal grievance shall be filed as soon as possible.

B. A meeting shall take place between the grievant and the immediate supervisor at a time mutually agreed to by all parties. If the immediate supervisor fails to respond within fourteen (14) days of the meeting, the grievance automatically will be appealed to the next level; and

C. In the event the immediate supervisor is without authority to resolve the grievance, then the grievance shall be initiated at level two.

D. All grievances shall be initiated with the Dean.

Section 5. Level Two - Provost.

In the event that the formal grievance is not resolved to the satisfaction of the grievant, the grievant may request within ten (10) days a meeting with the Provost by filing a grievance form. Such a meeting shall occur within five (5) days of receipt of written communication at a time mutually agreed to by all parties. A written answer will be given by the Provost within twenty (20) days after this meeting.

Section 6. Level Three - President.

If the grievance is not settled at Level Two, the grievant may notify the President of the University, within ten (10) days following the Provost's decision, that he/she intends to appeal the grievance by forwarding the grievance form. The President will convene a third-level meeting within five (5) days at a time mutually agreed to by the parties. A written answer will be given to the grievant within thirty (30) days following the meeting.

Section 7. Level Four - Binding Arbitration.

If the grievance is not resolved to the grievant's satisfaction at Level Three, the Association may appeal the grievance to arbitration. Within fifteen (15) 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 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 part of the unit member's personnel file.