

ARTICLE 6

GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, while such Agreement is in effect. A grievance filed pursuant to this procedure shall be the sole and exclusive method for resolving disputes arising from an alleged violation, misinterpretation, or misapplication of this Agreement.

B. ACCESS

A grievance may be filed by the Local Union or an employee. The University may file a grievance at Level III. The grievance procedure shall be used in good faith.

C. REPRESENTATION

No grievant may be represented by any union other than the CWA. A member of the bargaining unit may choose to have a union representative represent him/her beginning with level one of the grievance procedure. If a bargaining unit member brings any grievance to the University's attention beginning at level one without first having notified the steward, the University representative to whom such grievance is brought shall not discuss the matter until the steward has been notified and given an opportunity to be present in such discussion.

Grievances filed on behalf of probationary employees shall not move beyond Level III of the grievance procedure.

D. WITHDRAWAL

A grievance may be withdrawn at any level.

E. WRITTEN GRIEVANCES

All grievances presented at any level shall be in writing and shall include the Article and Section of the Agreement allegedly violated, misinterpreted, or misapplied, and the relief sought.

F. FAILURE TO ADVANCE

Any grievance not advanced to the next level by the grievant or union representative within the time limits provided shall be deemed withdrawn.

G. FAILURE TO ANSWER

Any grievance not answered by the University within the time limits in that level will automatically move to the next level with appropriate notification to the University.

H. LACK OF AUTHORITY

All grievances will normally be filed at Level I. Prior to filing a grievance and when mutually agreed in writing between the CWA Unit Vice President and Director of Human Resources, a grievance may be filed at a more appropriate level considering the nature of the grievance.

I. TIME LIMITS EXTENDED

The time limits set in grievance Levels I through IV may be extended by mutual written agreement.

J. ENCOURAGE INFORMAL DISCUSSION

While the parties are permitted and encouraged to resolve any potential grievance by informal discussion between and among employees and supervisors, there is no requirement to do so and such attempts will not constitute the initiation of a grievance under this Section.

K. GRIEVANCE PROCEDURE – LEVELS

LEVEL I: IMMEDIATE SUPERVISOR/COACH

1. A grievance shall be filed with an employee's immediate administrative supervisor/coach, with a copy to the human resources director, within fifteen (15) working days after the employee knows or reasonably should have known of the alleged grievance. Such grievance shall be in writing and shall include: date of occurrence, a specific statement of nature of grievance, provisions of this Agreement allegedly violated, misinterpreted, or misapplied, and the relief sought.
2. The supervisor/coach will hold a meeting within five (5) working days following submission of the completed grievance form at which time an attempt will be made to resolve the grievance. The grievant and union steward may be present at such meeting. In no event shall either party have more representatives than the other party in such meeting.
3. Within five (5) working days after the first level meeting, the supervisor/coach will answer the grievance in writing on the grievance form and return copies to both the grievant and the appropriate steward.
4. If the grievant or the union steward is not satisfied with the supervisor/coach answer, the Union may appeal said answer in writing on the grievance form within five (5) working days of receipt of the Level I answer. The appeal shall be made to the next level of supervision (Level II or Level III of the grievance procedure outlined in this Article).

LEVEL II: ADMINISTRATOR (2ND LEVEL)

1. No later than five (5) working days after receipt of the appeal, the second level administrator will meet with the Union to discuss the issue and attempt to resolve the grievance. Two representatives for each party may be present at such meeting.
2. No later than five (5) working days after the Level II meeting, the administrator will answer said grievance in writing on the grievance form and return copies to the union steward, supervisor, and Director of Human Resources.
3. If the Union is not satisfied with the Level II answer, the Union may appeal said answer in writing on the grievance form within five (5) working days of receipt of the Level II answer.

LEVEL III: VICE PRESIDENT/PROVOST

1. No later than five (5) working days of receipt of the Level II appeal, the Vice President/Provost will meet with the parties to review the issue and attempt to resolve the grievance.
2. No later than five (5) working days after the Level III meeting, the Vice President/Provost will answer said grievance in writing on the grievance form and return copies to the union steward, second level administrator, immediate supervisor, and the Director of Human Resources.
3. If the Union is not satisfied with the Level III answer, a notice of intent to arbitrate and a request for pre-arbitration review must be submitted in writing to the Director of Human Resources within ten (10) days of receipt of the Level III answer.

LEVEL IV: PRE-ARBITRATION

1. No later than five (5) working days of receipt of the notice of intent to arbitrate and as a final attempt to resolve the grievance prior to arbitration, the President or designated representative will hold a meeting. The parties may each have two representatives present at this meeting.
2. At such meeting, the attendance of necessary witnesses as identified by either party may be requested. Such witnesses will be released from work assignment when called to be present in such meeting. Upon completion of the employee witness involvement in the meeting, he/she shall return promptly to his/her work assignment.
3. Such documentary evidence as shall be pertinent to the grievance will be available at the meeting. Requests for any documentation by either party shall occur in sufficient time for such documentation to be secured.
4. No later than five (5) working days after the meeting, the President or designated representative will issue the University's final written decision to the Local union official. Within 30 calendar days from receipt of the University's written answer, the Union must request arbitration with the FMCS (copy to the Director of Human Resources).

LEVEL V: ARBITRATION

1. Upon selection of the arbitrator, he/she shall conduct a hearing on the grievance in accordance with FMCS rules. The decision shall be in writing and a copy sent to all parties within sixty (60) calendar days after the hearing. The decision of the arbitrator shall be final and binding on the University, the Union, and the grievant.
2. The arbitrator shall have jurisdiction over those disputes arising out of grievances defined in this Article. The arbitrator shall not have authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement. The arbitrator's remedial authority shall not extend to damages allegedly incurred prior to the effective date of this Agreement.
3. Each party will pay its cost for preparing and presenting its case to the arbitrator. Expenses of the arbitrator shall be shared between the parties.