

ARTICLE 10

CONTRACTUAL GRIEVANCE PROCEDURE

10.1 The parties agree that all problems should be resolved whenever possible before the filing of a grievance and encourage open communication between University administrators and bargaining unit members, so that the formal grievance procedure will not normally be necessary.

10.2 Definition

The term grievance shall mean a dispute concerning the interpretation or application of the terms or provisions of this agreement, or an appeal from certain levels of disciplinary action defined elsewhere in this Agreement.

10.3 Resort to Other Procedure

If prior to seeking resolution of a dispute by filing a grievance under this contract, or while the grievance proceeding is in progress, a member seeks to resolve the matter in any other forum, whether administrative or judicial, the Board shall have no obligation to entertain or proceed with this grievance procedure. For the purpose of this Agreement, however, the parties agree that a complaint filed by a UConn-AAUP member with the University of Connecticut's Office of Institutional Equity or Office of Audit Compliance and Ethics are internal investigatory procedures and shall not result in the Board having no obligation to entertain or proceed with this grievance procedure.

10.4 Step 1

A. A member of the bargaining unit and a representative of the UConn-AAUP (if the employee so desires) shall first discuss the problem with the University official against whom he/she is aggrieved who is alleged to have caused the grievance. If a problem resolved in accordance with this paragraph is in the opinion of the Administration a grievance as defined herein, the Administration shall notify the AAUP in writing of the terms of the settlement.

B. If the matter is not satisfactorily adjusted within seven (7) calendar days, the member or the AAUP (if requested by the member) shall submit it in writing within fifteen (15) calendar days to the appropriate director or dean of the school or college or his/her designee for a satisfactory adjustment. The grievance should set forth the act or condition on which the grievance was based and identify the article(s) of the contract that is/are being aggrieved. After receiving the formal grievance the dean, director, or designee will meet with the aggrieved member within fifteen (15) calendar days after receiving the formal grievance and will give his/her decision in writing to the aggrieved within seven (7) calendar days of such meeting.

~~10.5 Optional Interim Step~~

~~If the decision at Step 1 is against the aggrieved member, before appealing at Step 2, the member may if he/she so desires, within seven (7) calendar days of receiving the decision at Step 1, notify the Provost that he/she wishes to appeal to a collegial panel of two members made up of one member from the faculty chosen by the AAUP and one administrator chosen by the Provost. The panel shall be established and render its decision within fifteen (15) days from notification of the Provost. If the decision of the panel is unanimous, it shall be final and binding and not appealable by either party. If the award is not unanimous, the grievance will immediately go to Step 2 below.~~

~~10.6~~10.5 Step 2

Failing satisfactory settlement within the above time limits, the aggrieved member of the AAUP may, within seven (7) calendar days, appeal in writing to the Provost or his/her designee. The Provost or the designee shall meet with the member and ~~an~~ a UConn-AAUP representative within fifteen (15) calendar days from receiving the member's appeal and shall give a decision in writing to the member and the AAUP within seven (7) calendar days of such meeting. The AAUP shall be notified and allowed to participate through Step 2.

~~10.7~~10.6 Step 3

If the grievance has not been satisfactorily resolved at Step 2, the UConn-AAUP, upon request of the grievant, may proceed to arbitration. Notice of intent to proceed to arbitration must be filed with the Provost or his/her designee within fifteen (15) calendar days after receipt of the Step 2 decision and must be signed by the UConn-AAUP President or representative. (The filing of a notice to proceed to arbitration shall constitute a waiver of rights to alternative or de novo judicial consideration.) The terms of the agreement that are involved shall be identified in the submission. The grievance may be withdrawn at any time by the grievant or by the UConn-AAUP representative at any point during Step 3.

~~10.8~~10.7 Selection of Arbitrator

The parties shall follow the American Arbitration Association procedure for the selection of an arbitrator, unless the parties mutually agree on an arbitrator within five (5) calendar days of filing the notice.

~~10.9~~10.8 Authority of the Arbitrator

The arbitrator shall hear and decide only one (1) grievance in each case. The arbitrator shall neither add to, subtract from, modify nor alter the terms and provisions of this agreement. Arbitration shall be confined solely to the application and/or interpretation of this agreement and the precise issues submitted for arbitration. The arbitrator shall have no authority to determine any other issues. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to determining the issues submitted. The decision of the arbitrator shall be final and binding subject to statutory provisions.

~~10.10~~10.9 Fees and expenses of the arbitrator shall be borne equally by the Board and the UConn-AAUP.

~~10.11~~10.10 General Provisions

A. Except for grievances arising under 25.[5] (which shall be dealt with in accordance with 25.[5]), any grievance as defined above not presented for disposition in writing within thirty-seven (37) days of the occurrence giving rise thereto shall not thereafter be considered a grievance under the agreement. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the UConn-AAUP. Failure of the Administration to respond to any grievance during the time limits specified at any step shall allow the grievant or the UConn-AAUP to proceed to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the appropriate administrator outside the bargaining unit and the UConn-AAUP.

B. No member may file for arbitration except with the approval and participation of the UConn-AAUP.

C. Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to attend for the purposes of this section are defined as aggrieved members, their appropriate UConn-AAUP representative(s), and qualified witnesses.

D. Matters of policy are not subject to the arbitration clause of the grievance procedure.

E. No complaint informally resolved or grievance resolved at either Step 1 or Step 2 shall constitute a precedent for any purpose unless agreed to in writing by the Provost or his/her representative and the AAUP acting through its President or representative.

F. The AAUP on behalf of a bargaining unit member, a group of bargaining unit members, or on behalf of itself may initiate any contractual grievance at Step 2 of the grievance procedure.

G. Grievances involving the University Of Connecticut Board Of Trustees' ~~Laws and By-Laws, (revised June 20, 2006~~August 5, 2015) and policies are appealable to the Board as the final step and are not subject to the above grievance procedure and arbitration, except where article(s) [LIST SPECIFIC ARTICLES] of this agreement permit it.