

**ARTICLE SEVENTEEN  
GRIEVANCE PROCEDURE AND ARBITRATION**

17.1 The parties agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which may arise under the terms and conditions of this Agreement.

17.2 A grievance is defined as a dispute between the parties concerning the interpretation, application, performance or terms of this Agreement, or an alleged breach or violation thereof.

17.3 Nothing in this grievance procedure shall limit the existing right of an individual member of the bargaining unit to present concerns and communicate with any person in the Administration.

17.4 The following steps will be followed for the processing of grievances which are not resolved under Section 17.1 above:

17.4.1 Step One

17.4.1.1 The grievance shall be submitted in writing and dated by a Federation officer to the appropriate Dean stating the nature of the grievance including the date the alleged violation occurred, relevant facts, the provisions of the Agreement alleged to have been violated, and the adjustment sought. The grievance must be presented in writing within thirty (30) business days following the time at which the aggrieved Faculty member could have been reasonably aware of the occurrence of the alleged violation.

17.4.1.2 The Dean, within fifteen (15) business days of receipt of the grievance, shall convene a meeting among the aggrieved Faculty member, a Federation representative selected by the aggrieved Faculty member, the Dean himself/herself, and at his/her discretion, another University representative.

17.4.1.3 The Dean shall, within ten (10) business days following the Step One grievance hearing, respond in writing to the grievance. Such response shall be directed to the Federation representative with a copy sent to the aggrieved Faculty member.

17.4.1.4 If the Dean does not respond in a timely manner and does not receive an extension, this will be deemed denial of the grievance.

#### 17.4.2 Step Two

- 17.4.2.1 In the event the grievance is not settled in Step One, the Federation representative may present the grievance to the Provost with ten (10) business days of the response to Step One.
- 17.4.2.2 The Provost, within fifteen (15) business days of receipt of the grievance, shall convene a meeting among the aggrieved Faculty member, a Federation representative selected by the aggrieved Faculty member, the Provost himself/herself, and, at his/her discretion, an additional University representative.
- 17.4.2.3 The Provost shall, within ten (10) business days following the Step Two grievance hearing, respond in writing to the grievance. Such response shall be directed to the Federation representative with a copy sent to the aggrieved Faculty member.
- 17.4.2.4 If the Provost does not respond in a timely manner and does not receive an extension, this will be deemed a denial of the grievance.

#### 17.4.3 Step Three

- 17.4.3.1 In the event the grievance is not settled in Step Two, the Federation representative may present the grievance to the President within ten (10) business days of the response to Step Two or submit the grievance to arbitration. A decision to submit the grievance to the President does not remove the Federation's right to go to arbitration as described in this Agreement. If the President does not respond within twenty (20) business days and does not receive an extension, the grievance is deemed denied.

- 17.5 The filing or pendency of a grievance under the provisions of this Article shall not prevent the University or its representatives from taking the action complained of, subject, however, to the final decision of the grievance.
- 17.6 In the event that a grievance arises from the action of a Dean, Vice President, or the President of the University, the grievance procedure contained herein shall commence at the next level.
- 17.7 Any of the time limits set forth in the Article may be extended by mutual written agreement.

## 17.8 Arbitration

- 17.8.1 Any grievance which has not been satisfactorily adjusted under the Grievance Procedure and which involves the discharge, discipline, non-reappointment, evaluation, non-promotion, retrenchment, academic freedom, or appropriate financial compensation (meaning any delay or discontinuance of salary or fringe compensation due any bargaining unit member pursuant to this Agreement) of a member of the bargaining unit, of the perquisites of the Federation, may be submitted by either party for settlement under the Arbitration provision of this Article within fifteen (15) business days of the decision by the Provost or the President if the Federation appealed the Provost's decision to the President.
- 17.8.2 An appropriate grievance as specified in Section 17.8.1 of this Article may be brought to arbitration by either party provided written notice is served on the University within fifteen (15) business days after the conclusion of the final step of the Grievance Procedure.
- 17.8.3 The procedure for arbitration shall be as follows:
- 17.8.3.1 Upon receipt of a timely notice pursuant to Section 17.8.2 above, the parties will endeavor to agree upon an impartial arbitrator. If no agreement upon an arbitrator is reached with seven (7) business days, then the grieving party may submit its demand for arbitration and request lists from the American Arbitration Association.
- 17.8.3.2 Selection of an arbitrator, setting the date and place of the hearing, and evidentiary and post-hearing procedures will be conducted in accordance with the labor arbitration rules of the American Arbitration Association then in effect. Each party shall bear the expense of preparing and presenting its own case, including expenses of its own representatives. The compensation of the arbitrator and any other expenses of the American Arbitration Association shall be borne equally by the parties.
- 17.8.3.3 If either party contends that the grievance does not raise an arbitrable issue, the arbitrator shall first hear and determine separately whether an arbitrable issue has been presented. If the arbitrator decides the issue(s) are arbitrable, s/he shall so state his/her reasons in writing and thereafter shall have the authority to determine the merits of the grievance consistent herewith.

17.8.3.4 The arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement nor shall his/her decision establish any new wage rate, job classification, job differential or any other term or condition of employment. The arbitrator's decision shall be consistent with the specific terms of this Agreement and may include an appropriate compensatory award as required by the Agreement which shall in no case predate the date of the grievance. The arbitrator's decision which shall contain a full written statement of the grounds upon which the issue(s) are decided, shall be final and binding as long as rendered in accordance herewith and shall be issued within thirty (30) calendar days of the close of the hearing.

17.9 Any question in connection with the failure to reappoint any member of the bargaining unit without a rolling appointment at the University at the time of such failure to reappoint is specifically excluded from the arbitration procedures outlined in this Article. This does not include other grievable issues.

17.10 If either party challenges the arbitrator's finding regarding arbitrament, it may with thirty (30) calendar days after the receipt of the award, file suit in a court of competent jurisdiction to seek a judicial determination of the arbitrability of the subject matter. No appeal shall be made from such determination by either party.

17.11 Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one (1) grievance.

17.12 The parties agree to give precedential weight to the decision of any arbitrator in a case or cases involving the same contractual provisions and the same issues raised by the grievance which has been arbitrated. Any dispute between the parties concerning the failure of either party to give proper effect to such decision shall be treated as raising an initial question of arbitrability which shall be decided prior to any hearing on the merits of the case.