

ARTICLE VII. GRIEVANCE PROCEDURE

79 A. Scope

80 Nothing in this Article VII shall prevent informal adjustment of any complaint and the parties intend that, so far as reasonably possible, such complaints will be resolved between the Faculty Member and the administrative agent of EMU immediately involved.

81 A grievance is defined as a written allegation that there has been a breach, misinterpretation, improper application, or failure to act pursuant to this Agreement.

82 Except as otherwise specifically provided in this Agreement, any grievance of a Faculty Member or group of Faculty Members shall be adjusted as stated in this Article VII.

83 It is hereby agreed between EMU and the EMU-AAUP that the personal information contained or disclosed in a grievance is considered confidential. The University agrees to honor this confidentiality in all steps during and after the process of the grievance resolution. In particular, the University agrees that it is improper for administrators to disclose any information about a faculty grievance, or the grievance itself, to anyone who is not contractually part of said grievance and/or its resolution process. The University further agrees that it is improper to disclose grievance information to persons who do not otherwise have a need to know in order to process or administer the grievance.

84 B. Construction

85 Adjustment of a grievance at any step shall be reduced to writing in a standard format that references or specifies the grievance filing number, a detailed description of the grievance resolution, signature lines for all parties (or their representatives) involved, and date of signatures. The resolution of a grievance shall not add to, subtract from or modify the terms of this Agreement, or serve as a precedent in the future interpretation or application of the terms of said Agreement, unless done so in writing and approved by EMU's Assistant Vice President for Academic Affairs and the Association's President, or their respective designees. Any such agreement reached between the Association, EMU shall be binding on the Association, EMU and Faculty Members.

86 In computing any time limit specified under this Article VII, Saturdays, Sundays, holidays, Christmas/New Year Season Days, Winter Recess, Spring Recess and Act of God days on which the University is officially closed for business, will be excluded.

87 **C. Basic Provisions**

- 88 1. Any individual Faculty Member or group of Faculty Members may at any time present informal complaints to EMU and have said complaints adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- 89 2. The Association's Grievance Officer and EMU's Assistant Vice President for Academic Affairs shall be provided with a copy of all written grievances, grievance adjustments, grievance withdrawals, grievance denials, notices of appeal, notices of extension, notices of filing of objections, and all other correspondence exchanged between the Association's and EMU's representatives pursuant to the processing of grievances as herein provided. Said copies shall be provided concurrently with the transmittal of the original correspondence exchanged between the parties' representatives.
- 90 3. No Faculty Member or group of Faculty Members, other than the Association, shall have the right to initiate an arbitration proceeding hereunder.
- 91 4. At the third step of the grievance procedure and at arbitration hearings, the grievant(s) shall have the right to have legal counsel present at his/her (their) own expense.
- 92 5. Failure to initiate any grievance within the time limits specified herein on the part of the Association or the grievant(s) shall bar further processing of the grievance. Failure to appeal any grievance within the time limits specified herein on the part of the Association or the grievant(s) shall cause the grievance to be resolved on the basis of the last administrative decision concerning the matter(s) at issue and bar further processing of the grievance. Unless extended by mutual consent of the parties' representatives at the respective steps of the grievance procedure, the time limits specified herein shall be the maximum time allowed. Failure to comply with the time limits on the part of any administrative agent shall permit the grievance to proceed to the next step.
- 93 6. A Faculty Member who participates in the grievance procedure shall not be subject to discipline or reprisal because of such participation.

94 **D. Procedure and Time Limits: Initiation**

95 Either a Faculty Member or group of Faculty Members may initiate a grievance by serving signed written notice of it at Step One to the Department Head or other designated administrative agent. Such notice shall concisely state the facts upon which the grievance is based, the provisions of the Agreement which have been violated, and specify the relief and remedy sought. Notice shall be filed within twenty (20) working days after the Association or the Faculty Member(s) on whose behalf the grievance is filed became aware, or reasonably should have become aware, of the action complained of. If no notice is served in that time, the grievance is barred. In no event will monetary adjustment of a grievance cover a period prior to ninety (90) working days before filing of written notice of the grievance.

96 Except as otherwise stipulated in this Agreement, a grievance may bypass Step One and be initiated at Step Two, provided that neither the Assistant Vice President for

Academic Affairs nor the Association's Grievance Officer, or their respective designees, serve notice to the other party of an objection to bypassing Step One. Further, a grievance may bypass Step Two and be initiated at Step Three, provided that neither the Assistant Vice President for Academic Affairs nor the Association's Grievance Officer, or their respective designees, serve notice to the other party of an objection to bypassing Step Two.

97 E. Procedure and Time Limits: Step One

98 Upon receipt of the written grievance, a copy of which shall be provided by the EMU-AAUP to the Assistant Vice President for Academic Affairs on the day it is filed, the Department Head or other designated administrative agent shall promptly arrange a meeting through the EMU-AAUP office to discuss the grievance with the grievant(s), the Association's Grievance Officer, and such other persons as he/she deems appropriate. This discussion shall be completed within seven (7) working days after the required initiation notice is filed. If the grievance is adjusted at this Step to the satisfaction of the grievant(s), the Association's Grievance Officer and the Department Head, or other designated administrative agent, the adjustment will be reduced to writing, signed by the parties, and a copy provided to each signatory, the EMU-AAUP office and the Assistant Vice President for Academic Affairs. If there is no adjustment, the Department Head, or other designated administrative agent, must present his/her reasons for denial of the grievance in writing to the grievant(s) with a copy to the EMU-AAUP Office and the Assistant Vice President for Academic Affairs. The Department Head or administrative agent shall reduce the adjustment to writing or provide the reasons for denial of the grievance in writing to the grievant(s) within five (5) working days following the Step One meeting. If within five (5) working days of receipt thereof, EMU's Assistant Vice President for Academic Affairs or his/her designee, serves the Association's Grievance Officer with written notice of objection to the adjustment on the grounds that the adjustment adds to, subtracts from, or modifies the terms of this Agreement, said adjustment shall be deemed null and void and the grievance remanded for further review at Step One. Within seven (7) working days of notice of remand, the parties' Step One representatives and the grievant(s) shall complete the review. The grievance shall thereafter be further processed, adjusted or appealed within the timelines and procedures set forth in this Grievance Procedure.

99 F. Procedure and Time Limits: Step Two

100 If the grievance is not adjusted at Step One, the Faculty Member or group of Faculty Members or the Association may, within five (5) working days of the Step One answer, which shall also be concurrently provided to the Assistant Vice President for Academic Affairs, appeal the grievance, in writing, to the appropriate Dean or other designated administrative agent, setting forth his/her (their) objections to the Step One answer. Upon receipt of the written appeal or at the signed written notice when initiation is at Step Two, the Dean or other designated administrative agent shall promptly arrange a meeting through the EMU-AAUP office to discuss the grievance with the grievant(s), the Association's Grievance Officer, and such other persons as he/she deems appropriate. It is not appropriate at this level for the grieved department head or other grieved administrative agent involved at the Step One grievance hearing to be present at a Step Two grievance hearing. This discussion shall be completed within seven (7) working days after the filing of the grievance at Step Two. If the grievance is adjusted at this Step to the satisfaction of the grievant(s), the

Association's Grievance Officer and the Dean or other designated administrative agent, the adjustment will be reduced to writing, signed by the parties, and a copy provided to each signatory, the EMU-AAUP office and the Assistant Vice President for Academic Affairs. If there is not adjustment, the Dean or other designated administrative agent must present his/her reasons in writing to the grievant(s) with a copy to the EMU-AAUP office and the Assistant Vice President for Academic Affairs. The Dean or administrative agent shall reduce the adjustment to writing or provide the reasons for denial of the grievance in writing to the grievant(s) within five (5) working days following the Step Two meeting. If, within five (5) working days of receipt thereof, EMU's Assistant Vice President for Academic Affairs, or his/her designee, serves the Association's Grievance Officer with written notice of objection to the adjustment on the grounds that the adjustment adds to, subtracts from, or modifies the terms of this agreement, said adjustment shall be deemed null and void and the grievance remanded for further review at Step Two. Within seven (7) working days of notice of remand, the parties' Step Two representatives and the grievant(s) shall complete their review. The grievance shall thereafter be processed, adjusted or appealed within the timelines and procedures as set forth in this Grievance Procedure.

101 G. Procedure and Time Limits: Step Three (Review Board)

102 If the grievance is not adjusted at Step Two, the Faculty Member or group of Faculty Members, or the Association may, within five (5) working days of the Step Two written answer, appeal the grievance, in writing, through the Office of the Assistant Vice President for Academic Affairs, to Step Three, setting forth his/her (their) objections to the Step Two answer.

103 At Step Three, the Review Board, shall consist of not more than four (4) persons designated by EMU, one of whom shall be the Assistant Vice President for Academic Affairs, and an equal number of persons designated by the Association, excluding the grievant(s), grievred Department Head, Dean or other grievred administrative agent(s) involved in the previous Step One or Step Two grievance hearings as Review Board members.

104 The Review Board shall promptly arrange a meeting to discuss the grievance and the written answers and appeals, or the signed written notice when initiation is at Step Three, with the grievant(s) and such other persons as the Review Board deems appropriate.

105 If the grievance is initiated at Step Three, all meetings will be scheduled within twenty (20) working days to complete the discussion.

106 If the grievance was not adjusted at Step Two and is appealed to Step Three, all meetings will be scheduled within fifteen (15) working days to complete the discussion.

107 If the grievance can be adjusted, within the fifteen (15) or twenty (20) day discussion period, to the mutual satisfaction of the Association and EMU, the adjustment will be reduced to writing and signed by the Association's President and EMU's Assistant Vice President for Academic Affairs, or their respective designee and communicated by the Assistant Vice President for Academic Affairs or his/her designee to the

grievant(s), with a copy to the Association. If the grievance is adjusted at Step Three, said adjustment shall be final and binding upon all parties.

108 If there is not an adjustment, within the fifteen (15) or twenty (20) day discussion period, the Assistant Vice President for Academic Affairs must present his/her reasons in writing to the grievant(s) with a copy to the Association.

109 H. Procedure and Time Limits: Arbitration

110 If the grievance is not adjusted at Step Three, the Association may submit the grievance to final binding arbitration. Within ten (10) working days of receipt of the Review Board disposition of the grievance at Step Three, or within ten (10) working days after the Board has concluded its consideration of the grievance if no disposition is forthcoming, the Association shall notify the Office of the Assistant Vice President for Academic Affairs, of its intention to submit the dispute to arbitration and the Assistant Vice President for Academic Affairs, and the Association shall meet for the purpose of selecting a neutral person to arbitrate the dispute. In the event the parties are unable to agree upon the selection of a neutral person, the selection shall be made in accordance with the procedural rules of the American Arbitration Association. Submission to the American Arbitration Association shall be written, with simultaneous written notice to EMU, and if not filed and noticed within thirty (30) calendar days after the receipt of the Review Board disposition, or thirty (30) calendar days after the Board has concluded its consideration of the Grievance if no disposition is forthcoming, the grievance shall be barred. An Arbitration requested hereunder may be conducted under the Expedited Labor Arbitration procedures of the American Arbitration Association, if the procedure is agree upon by both EMU and the Association. If the parties do not agree on the expedited procedure, then the grievance will be arbitrated under the then current voluntary labor arbitration rules of the American Arbitration Association through its conventional process. All arbitration proceedings initiated hereunder shall be subject to the terms and conditions set forth in Article VII.I. in this Agreement.

111 I. Procedure and Time Limits: Arbitrator's Decision and Award

112 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall he/she exercise any responsibility or function of EMU or the Association. This is not intended to restrict the authority of the arbitrator to the determination of issues of procedural compliance only, and he/she shall have authority to determine substantive questions properly presented in accordance with the terms of the Grievance Procedure. The decision of the arbitrator shall be final and binding on both parties and may be enforced in any court of competent jurisdiction. The parties to this Agreement shall bear their own expenses individually and share the arbitrator's fee and expenses equally.