

Article XVII Grievance Procedure

A. Intent

The University Administration and the Association agree that they will use their best efforts to encourage the prompt settlement of grievances. The orderly processes hereinafter set forth shall be used for the resolution of grievances.

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

B. Definition

A grievance is a complaint, claim, or dispute arising under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of express provisions of this Agreement except those provisions that are specifically excluded from the grievance procedure.

C. Informal Procedure for Handling Grievances

Any individual member of the bargaining unit, at any time, may present a grievance and have the grievance adjusted without participation of the Association if the adjustment is not inconsistent with the terms of this Agreement.

Before a formal grievance may be filed, the grievant shall discuss the grievance with the appropriate chair and dean (or his/her designee) or other administrative official, unless specifically provided for elsewhere in this Agreement, in order to facilitate a prompt settlement.

In the event that the complaint is not resolved satisfactorily in this discussion between the grievant and the appropriate administrative official, the grievant may return for further discussion accompanied by an Association-appointed representative.

D. Filing of a Grievance

A grievance may be filed jointly by an individual member of the bargaining unit and by an authorized representative of the Association with the consent of the individual. Group grievances which have department-, school-/college-, division-, or bargaining-unit-wide effect may be filed by the Association at the appropriate step of the procedure provided that no grievance may be initiated at Step Two, unless specifically provided for elsewhere in this Agreement.

E. Formal Procedure for Handling Grievances

1. Step One

If the matter is unresolved by the informal procedure, the Association representative shall submit the grievance in writing on forms provided by the University to the Provost or his/her designee stating the nature of the grievance, including relevant facts, the provision(s) of the contract alleged to have been violated, and the adjustment sought.

The grievance must be in writing and receipted by the University representative within sixty working days following the time at which the grievant or, in the case of group grievances, any member of the group could have reasonably been aware of its occurrence.

Within fourteen working days of receiving the grievance, the Provost or his/her designee shall arrange a meeting between the grievant, one, two, or three Association-appointed representatives and the Provost or his/her designee and, at his/her discretion, the dean or his/her designee, the

chair, and/or a fourth administration representative. A written answer to the grievance shall be forwarded by the Provost or his/her designee to the Association with a copy to the grievant within fourteen working days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representative within twenty-one working days after an answer shall be considered settled on the basis of the last answer and not subject to further review.

If a meeting is not arranged in a timely fashion, the Association may proceed to Step Two of the grievance procedure providing it does so within twenty-one working days of the initiation of Step One.

If a meeting is arranged but a timely answer is not forwarded to the Association, or the Association finds the answer unacceptable, the Association may proceed to Step Two of the grievance procedure provided it does so within twenty-one working days of the time of the meeting.

If a meeting occurs but the Association finds the answer unacceptable, the Association may proceed to Step Two of the grievance procedure provided it does so within twenty-one working days of the receipt of the Step One response.

The Association may request an extension if it needs additional time to reach a decision about proceeding to Step Two.

2. Step Two

If the Association intends to proceed to Step Two, it must notify the President or his/her designee within twenty-one working days of the receipt of the Step One response. If additional time is needed, a request for an extension must be forwarded within the twenty-one-day period.

The arbitrator will be chosen in the following manner:

- a. Within sixty days of ratification a maximum of seven arbitrators will be selected by mutual agreement of the parties. The Association and the Administration shall each submit to the other a list of seven names. None of the individuals shall be an employee of Wayne State University or the Association. All of the individuals shall reside in Michigan, the immediately adjoining states or Illinois. The parties shall each provide to the other the professional background and record of the individuals on the list, which will serve to inform the selection of the panel. The parties shall agree upon a panel of seven arbitrators from among the names on the lists. In the event that the parties cannot agree upon a full list, they shall each submit additional names equal to the number of open positions on the panel. In the event that the parties still cannot agree on a full list, the American Arbitration Association shall be requested to furnish a third list to complete the panel.

Every year one member of the panel will be replaced and a new person appointed. If the parties cannot agree upon the person to be removed, then the process will proceed in alphabetical order.

Once the panel has been established, it is agreed by the parties that members of the panel will hear and determine all grievances in accordance with the collective bargaining Agreement. If for any reason there is a need to go outside the panel, there must be agreement by both the Administration and the Association.

Either party may at any time strike a name from the panel; this striking privilege may not be exercised if the arbitrator in question has been asked to hear a pending case. If an arbitrator is removed from the panel, the parties will select a replacement within a reasonable time.

- b. The names of the members of the panel (“panelists”) will be kept in an alphabetical list with arbitrators being assigned grievances on a rotating basis. When assigned a case, the panelist will specifically be asked whether s/he can schedule a time within ninety days of the request, which is acceptable to both parties, to hear the case. If the arbitrator is not able to hear the case within ninety days, the next panelist, and subsequent panelists until one is available, will be asked to be the arbitrator, and specifically will be asked whether s/he can schedule a time within ninety days of the request that is acceptable to both parties. The first available panelist shall be the arbitrator for the grievance. By mutual agreement of the parties the hearing may be scheduled at a time beyond the ninety days specified above.

There shall be no formal rules of evidence, and the arbitrator shall operate in accord with the prevailing rules of the American Arbitration Association. Each party may present its own witnesses.

The arbitrator’s jurisdictional authority is defined and limited to the determination of a grievance as defined in Section B of this Article, and limitations and exclusions to the arbitrator’s authority contained in other Articles of this Agreement will also apply. The arbitrator shall have no power to add to or to subtract from or modify any of the terms of this Agreement, and his/her findings shall be consistent with the terms of this Agreement. The arbitrator shall issue his/her decision within thirty days after the conclusion of testimony, argument, and submission of briefs.

The award of the arbitrator shall be based exclusively on evidence presented at the hearing. Decisions within the jurisdiction and the authority of the arbitrator shall be final and binding on the part of the Association, bargaining-unit members, and the University.

F. Right to Counsel

At any step of the grievance procedure, the appointed representative(s) of either the Association or the Administration may be an attorney. A person acting in the capacity of legal counsel shall not participate at any level of the grievance procedure unless the other party has been afforded an opportunity in advance to have legal counsel present.

At Step Two of the grievance procedure only, the grievant may be represented by counsel of his/her choice and shall be solely responsible for the fees and expenses of such counsel.

G. Extensions of Time Limits

Time limits set forth herein, subsequent to the filing of the grievance as specified in Section E, may be extended by mutual agreement.

H. Liability

In no event shall the University’s liability antedate sixty days before the filing of the grievance nor will the University be required to pay any interest, penalty, or other cost. In matters relating to compensation, the University’s liability shall not antedate the filing of the grievance by more than six months.

I. Expenses

The professional fee and expenses of the arbitrator shall be borne equally by the Association and the University. All other expenses shall be borne by the party incurring them.

J. Withdrawal of Grievance

The Association may withdraw a grievance at any step of the grievance procedure. Such grievance may be refiled as long as the filing is within the original sixty working days timeframe.

K. Rights of Management

While a grievance is pending, all managerial and administrative rights and functions, except those that are abridged by this Agreement, are vested exclusively in the University's Administration.

L. Additional Time for Internal Appeal

If the Association advises the University during any of the above-specified twenty-one-day periods that an internal appeal is in progress, the Association shall be given an additional twenty-one working days in which to appeal to the next step. The fact of such internal appeal shall not be used against the grievant in any step of the grievance procedure.

M. Right to Representation

If a member of the bargaining unit reasonably anticipates that some disciplinary action may result from a meeting with a University Administration representative or his/her designee, the bargaining-unit member may request that an Association representative be present.

If some disciplinary action results during a meeting in which an Association representative is not present, the bargaining-unit member has the right to adjourn the meeting pending the arrival of an Association representative.

Meetings of an optional nature, once called, may not be dismissed solely because a bargaining-unit member exercises his/her right to have Association representation at the meeting provided the University has the right to have at least two representatives at the meeting.