ARTICLE 15
GRIEVANCE PROCEDURE

15.1 The parties agree that all problems should be resolved whenever possible before a filing of a grievance, and they encourage open communication between management and members of the bargaining unit so that resort to a formal grievance will not normally be necessary. The parties further encourage the informal resolution of grievances at the lowest possible level. The purpose of this Article is to promote an efficient procedure for the investigation and resolution of complaints and grievances.

15.1.1 A “grievance” is an allegation or complaint that there has been a violation of the collective bargaining agreement and/or procedures or prescribed criteria rules established expressly pursuant to this Agreement. Grievances involving discretionary decisions shall be processed solely with respect to whether or not the prescribed procedures were followed and whether or not prescribed criteria rules were observed.

15.1.2 The term “grievant” shall mean a member or a group of members of the bargaining unit or CSU-AAUP in a dispute as defined in Article 15.1.1 or management in a dispute as defined in Article 15.1.1 commencing at Step 2.

15.1.3 The time limits indicated herein shall be considered maxima unless extended by mutual agreement in writing. When time limits fall within intersession, during weeks when classes are not in session, or outside the member’s work year, any initial request for time extension by either party shall automatically be granted for up to four (4) weeks or until classes have been in session two (2) weeks whichever occurs first.

15.1.4 In computing calendar days pursuant to this article, the first calendar day shall be the first full day following the filing of the grievance or the prescribed action.

15.1.5 Termination grievances shall be processed pursuant to Article 16 of this Agreement.

15.1.6 Each year the parties to this Agreement shall arrange arbitration training for those individuals selected by CSU-AAUP and Management. The purpose of the training will be to enhance the success of Step 3 Committees in discharging their responsibilities under this Article. Reasonable expenses for this training shall be shared jointly by the parties.

15.2 Informal Procedure for Complaints

Any member of the bargaining unit may informally present a complaint to the department Chairperson or appropriate administrator, either with or without
designated representatives of CSU-AAUP present, at the complainant's option. Similarly, designated representatives of CSU-AAUP may informally present and discuss a complaint on behalf of any member or group of members with the department Chairpersons or appropriate administrator. If the complainant so requests, the appropriate department Chairperson or administrative officer or designee shall respond to the complaint within seven (7) calendar days. Any settlement, withdrawal, or disposition satisfactory to the complainant at this informal stage shall not constitute a binding precedent in the disposition of other similar complaints or grievances, but shall be a final resolution of the particular complaint. However, such resolution shall not be binding upon CSU-AAUP unless it participated in the formal procedure and approved the resolution in writing.

15.3 Representation

By this Agreement, CSU-AAUP shall have the right to represent any member in grievances filed hereunder, provided members may elect to represent themselves or be represented by legal counsel. If a member elects self-representation or representation by legal counsel, CSU-AAUP shall not be obligated to represent the grievant. If a member elects to be represented by CSU-AAUP, neither CSU-AAUP or the administration shall be obligated to communicate with the member's private legal counsel or any other outside parties. If a member covered by this Agreement elects not to be represented by CSU-AAUP, the member shall so indicate in writing and the Board shall promptly inform CSU-AAUP in writing of the grievance. A CSU-AAUP representative shall be present at all stages of the formal grievance and arbitration procedure for purposes of fulfilling CSU-AAUP's statutory obligations pursuant to the Secs. 5-270 - 280 CGS. Resolution of any individually processed grievance shall be consistent with the terms of this Agreement and for this purpose CSU-AAUP shall be provided with a written statement of the resolution of the grievance if CSU-AAUP is not involved in representing the member. No resolution of grievance in which CSU-AAUP did not represent the grievant shall constitute a precedent. CSU-AAUP shall provide the President of each university with an up-to-date list of authorized grievance representatives at the beginning of each academic year and shall promptly notify the President and the Board of changes during the year.
15.4 Grievance Forms

All grievances and requests for review must be submitted in writing on forms as contained in Appendix C, and shall be signed by the grievant. Except for the initial filing of the grievance, if there is difficulty in meeting any time limit, the CSU-AAUP representative may sign such documents for the grievant, subject to later filing of a copy signed by the grievant. The appropriate administrator may refuse consideration of a grievance not filed in accordance with this Article.

15.5 Formal Grievance Procedure

If informal attempts at resolving a complaint do not result in a settlement, a formal grievance may be filed.

The grievant shall file a written grievance with the appropriate Chief Personnel Officer or designee within thirty (30) calendar days following the act or omission giving rise to the grievance or the date thereafter on which the employee knew or reasonably should have known of such act or omission. The Chief Personnel Officer or designee shall forward the grievance to the appropriate initial hearing level: the appropriate Dean or the appropriate Vice President (Article 15.5.1), or the two President (Article 15.5.2) level. Unless specified elsewhere in this Agreement, the appropriate initial level shall be the lowest level at which a remedy is possible. If the grievant and the Chief Personnel Officer or designee disagree about the appropriate level, the initial level shall be the lower of the two. In the formal grievance procedure, no individual shall hear a case at any step who has heard the grievance at an earlier step.

For the initial step or any subsequent step in this formal grievance procedure, the parties may request in writing the postponement of any single action in the process for a period of up to seven (7) calendar days. The initial such request by either party shall be granted. Additional extensions may be granted by mutual consent of the parties.

15.5.1 Step 1 – Dean or Vice President

The Dean or the Vice President shall investigate the grievance, meet with the grievant and the CSU-AAUP representative, and shall issue a written decision stating the reasons therefore within three (3) calendar weeks of the filing date. Failure to meet this deadline shall result in the automatic referral of the grievance to Step 2. Copies of said decision shall be transmitted to CSU-AAUP and the grievant. In advance of this Step 1 decision, the grievant and/or CSU-AAUP shall have the right upon request pursuant to Secs. 5-270 - 5-280 CGS to copy document(s) relevant to the grievance, and to
present evidence in support of the grievance. In the event the decision at Step 1 refers to documents not requested or presented by the grievant, copies of such documents shall be attached to the decision.

The grievant and/or CSU-AAUP shall have one (1) calendar week from receipt of the Dean’s or the Vice President’s decision to appeal that decision to the next step. Failure to file an appeal within the prescribed period of time shall terminate the grievance.

15.5.2 Step 2–President

If the grievant and/or CSU-AAUP is not satisfied with the decision of the appropriate Dean or Vice President in Step 1, the grievance may be appealed in writing to the President. The President or designee and the local AAUP Chapter President or designee shall meet as a Presidents’ Grievance Committee within two (2) weeks acting as a two-member panel to hear the grievance. The grievant and/or representative and Management’s representative shall have the opportunity to be heard.

The Presidents’ Grievance Committee shall review and may investigate the grievance and shall issue a written decision within two (2) calendar weeks of the conclusion of its final meeting (If Step 2 is the initial hearing level, the two (2) Presidents or their designees shall investigate the grievance and shall issue a written decision stating the reasons therefore.). A copy of this decision shall be transmitted to the grievant. The mutual decision of the Presidents’ Grievance Committee shall be final and binding on all parties. If the two (2) presidents fail to agree within eight (8) weeks of the filing at Step 2, absent a written extension, the grievance shall automatically be referred to the next step with written notification to the non-voting conveners of the Connecticut State University Grievance Arbitration Committee.

15.5.3 Step 3 – Grievance Arbitration Committee

In the event that a grievance is not resolved at Step 2, a State University Grievance Arbitration Committee shall be formed to review the grievance within three (3) calendar weeks after the grievance is referred to Step 3.

That committee shall consist of two (2) bargaining unit members chosen by CSU-AAUP, both not from the same campus, and two (2) administrators, both not from the same campus. The non-voting co-conveners of this committee shall be the President of CSU-AAUP or designee and the Chancellor or designee. The Committee shall be convened within two weeks and shall investigate the grievance. Decisions of the Committee shall be by agreement of three (3) or more members of the Committee voting by secret ballot. Decisions of the Committee shall be final and binding upon all parties. The Committee shall issue its decision in writing within three (3) calendar weeks of its final meeting. If Connecticut State University Grievance Arbitration Committee fails to resolve the grievance by a majority vote of
three (3) or more, either CSU-AAUP or management may elect to appeal the grievance to arbitration.

The party electing to appeal to arbitration shall notify the other party to this Agreement in writing within fourteen (14) calendar days.

15.5.4 Step 4 – Arbitration

In the event that a grievance goes to arbitration, CSU-AAUP and management shall each select a representative who shall in turn select an arbitrator in accordance with rules of the American Arbitration Association. The cost of the arbitrator shall be borne equally by the parties except as otherwise provided herein. If a transcript is requested by either party, the cost shall be borne by the requesting party and a copy shall be provided the other party. The arbitrator’s decision and award shall be final and binding upon the grievant (subject to applicable law), CSU-AAUP and the Board.

15.6 Remedy

All remedies shall be as follows:

15.6.1 Except as noted in Article 15.6.2, if the grievant is upheld, the grievance shall be remanded with a directive as to procedures to be followed.

15.6.2 No individual or group shall substitute its judgment for that of a committee, administrators, or the Board on questions of substance or merit in discretionary decisions except as specified in Article 12.11, or in grievances processed pursuant to Article 16.

15.6.3 Where general goals are stated, said goals shall not be subject to grievance arbitration hereunder.

Decisions shall be consistent with the terms of this Agreement.

15.7 CSU-AAUP may file a grievance over any issue which affects the entire unit or members on more than one campus at the system-wide level (State University Grievance Arbitration Committee). A university AAUP chapter may file a grievance over any issue which affects the entire unit membership on that campus or members in more than one school of that University at the level of Vice President.

15.8 Unless otherwise provided in this Agreement, the preceding procedure shall constitute the sole and exclusive method used for the resolution of grievances.

15.9 Reservation of Individual Rights

Nothing contained in this Agreement shall be construed to limit the rights of individual grievants or CSU-AAUP to assert claims against the Board or Administration in any court or administrative agency of competent jurisdiction
where such claims derive from any federal or state constitutional or statutory provision or regulation or from any other source, including individual agreements, unless such claims derive solely and exclusively from this Agreement.

If a grievant seeks relief through a forum outside of this grievance procedure for a subject matter covered by a grievance, the processing of the grievance through this internal procedure shall cease, unless both CSU-AAUP and management agree otherwise.