

ARTICLE 28

Grievance Procedure

The IFO and the Employer agree that they will use their best efforts to encourage an informal and prompt settlement of any complaint that exists with respect to the interpretation and/or application of this Agreement or Employer policies and practices related to terms and conditions of employment. However, in the event such complaint arises between the Employer and the IFO or faculty member which cannot be settled informally, a grievance procedure is described herein.

No determination shall be made by the Employer in the grievance procedure which diminishes, amends, or otherwise modifies the provisions of this Agreement.

DEFINITIONS

Grievance. Grievance means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes § 179A.21, Subd. 1.

Grievant. Grievant is a bargaining unit member or a group of unit members, Association or IFO filing a grievance. A grievance filed by the Association which alleges a violation may be initiated at Step II of the grievance procedure. A grievance filed by the IFO which alleges a violation may be initiated at Step III of the grievance procedure.

Days. Day means calendar days, excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes. For purposes of the Step II and Step III grievance filing period, and for the Employer's corresponding written response, the term "days" shall not include days within the semester break during December and January for the applicable campus.

Service. Service means personal service or by first class mail.

Reduced to Writing. Reduced to Writing means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested. A grievance shall be filed on the form supplied by the Employer (Appendix A).

Answer. Answer means a concise response outlining the Employer's position on the grievance.

Informal Step.

Whenever a bargaining unit member has a grievance, the bargaining unit member may meet on an informal basis with the appropriate Dean (or equivalent) or other university designee in an attempt to resolve the grievance. The bargaining unit member may be accompanied by an exclusive representative in this process.

Step I.

In the event satisfactory resolution is not achieved through informal discussion, the exclusive representative, within thirty (30) days following the act or omission, giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission if that date is later, shall complete and forward to the Academic Vice President the written signed grievance form (Appendix A) which shall be signed by the Association grievance representative.

If the exclusive representative or Academic Vice President requests a meeting, the parties shall within seven (7) days of receipt of the grievance arrange a meeting and endeavor to mutually resolve the grievance. The Academic Vice President shall then respond to the grievance in writing within ten (10) days of the meeting of the parties. If the exclusive representative or Academic Vice President does not request a meeting at Step I, the Academic Vice President shall respond to the grievance in writing within ten (10) days of the receipt of the grievance at Step I.

Step II.

If the grievance is still unresolved after the response of the Academic Vice President or designee, it may be presented to the President/designee by the exclusive representative within ten (10) days after the receipt of the Step I response. If the exclusive representative or President requests a meeting, the parties shall within seven (7) days of receipt of the grievance arrange a meeting and endeavor to mutually resolve the grievance. The President shall respond to the grievance in writing within ten (10) days of the meeting of the parties. When the exclusive representative or President do not request a meeting at Step II, the President shall respond to the grievance in writing within ten (10) days of receipt of the grievance at Step II.

Step III.

If the grievance is still unresolved at Step II and the IFO desires to appeal, it shall be referred by the IFO, in writing, to the Chancellor within twenty (20) days after the response at Step II. The Chancellor or his/her designee and the IFO representative shall within ten (10) days of the receipt of the grievance arrange a meeting at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the

Chancellor or his/her designee, and the IFO representative. If no settlement is reached, the Chancellor or his/her designee shall give a written response to the IFO within ten (10) days following the meeting.

Step IV.

If the grievance is still unresolved after the response of the Chancellor or his/her designee, the exclusive representative may, within fifteen (15) days, request arbitration by serving a written notice on the other party of its intention to proceed with arbitration.

The Chancellor or his/her designee and the IFO representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance.

Expedited Arbitration. Expedited arbitration, as defined by the American Arbitration Association, shall be used with respect to all disciplinary actions clearly labeled by the Employer as either an oral or written reprimand. If expedited arbitration is used, the parties will make their best efforts to hold the arbitration hearing within 45 days of the receipt of the Step IV notification. If a party is unable to agree to a hearing within the 45 day period, the arbitration shall proceed, except that the other party may give notice that the expedited procedures will not be followed. Expedited arbitration may be used by the parties with respect to other disputes upon mutual agreement of the IFO and the Employer's Step III representative.

Regular Arbitration. The scheduling of the hearing date for all grievances submitted to non-expedited arbitration shall be accomplished within twenty-five (25) days after receipt of available dates from the arbitrator.

The arbitration proceeding shall be conducted by an arbitrator to be selected from a permanent panel of five (5) arbitrators. The parties shall use an alternating striking method to select an arbitrator from the permanent panel to hear a grievance. The members of the permanent panel shall be selected by the following method: the IFO and the Chancellor's designee shall each submit a list of five (5) arbitrators until agreement is reached on a permanent panel. Vacancies on the panel that arise during the term of this agreement shall be filled by mutual agreement or by each party submitting lists of three (3) arbitrators, until a replacement is agreed upon. The parties may, by mutual agreement, add or remove members from the permanent arbitration panel.

Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

The arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of the existing Agreement.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

All grievances shall be processed during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceedings are as follows:

- a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- b. If the number of persons participating on behalf of the public employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. If timely filed at Step I, grievances filed during the months of May through August, may, at the choice of the Faculty Association, be held in abeyance and shall be scheduled for a meeting within fourteen (14) calendar days of the start of the fall calendar. Mutual written agreement may be established by a computer message requesting, and a written computer message or other writing confirming, the waiver or the extension. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the Employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances. Within thirty (30) days after the execution of the Agreement, the IFO shall furnish to the Employer a list of all persons authorized to act as grievance representatives and shall update the list as needed.

The Employer will furnish the names of the Employer's designees to deal with grievances at each step of the grievance procedure. No member of the bargaining unit shall be an Employer designee for any step in the grievance procedure.