

1 **ARTICLE VII. GRIEVANCE PROCEDURE**

2 **A. Scope**

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

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

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

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

18 **B. Construction**

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

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

31 **C. Basic Provisions**

32 1. Any individual Faculty Member or group of Faculty Members may at any time present
33 informal complaints to EMU and have said complaints adjusted without intervention of
34 the Association, provided the adjustment is not inconsistent with the terms of this
35 Agreement.

- 36 2. The Association's Grievance Officer and EMU's Assistant Vice President for Academic
37 Affairs shall be provided with a copy of all written grievances, grievance adjustments,
38 grievance withdrawals, grievance denials, notices of appeal, notices of extension, notices
39 of filing of objections, and all other correspondence exchanged between the Association's
40 and EMU's representatives pursuant to the processing of grievances as herein provided.
41 Said copies shall be provided concurrently with the transmittal of the original
42 correspondence exchanged between the parties' representatives.
- 43 3. No Faculty Member or group of Faculty Members, other than the Association, shall have
44 the right to initiate an arbitration proceeding hereunder.
- 45 4. At the third step of the grievance procedure and at arbitration hearings, the grievant(s)
46 shall have the right to have legal counsel present at his/her (their) own expense.
- 47 5. Failure to initiate any grievance within the time limits specified herein on the part of the
48 Association or the grievant(s) shall bar further processing of the grievance. Failure to
49 appeal any grievance within the time limits specified herein on the part of the Association
50 or the grievant(s) shall cause the grievance to be resolved on the basis of the last
51 administrative decision concerning the matter(s) at issue and bar further processing of the
52 grievance. Unless extended by mutual consent of the parties' representatives at the
53 respective steps of the grievance procedure, the time limits specified herein shall be the
54 maximum time allowed. Failure to comply with the time limits on the part of any
55 administrative agent shall permit the grievance to proceed to the next step.
- 56 6. A Faculty Member who participates in the grievance procedure shall not be subject to
57 discipline or reprisal because of such participation.

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

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

68 Except as otherwise stipulated in this Agreement, a grievance may bypass Step One and be
69 initiated at Step Two, provided that neither the Assistant Vice President for Academic Affairs
70 nor the Association's Grievance Officer, or their respective designees, serve notice to the
71 other party of an objection to bypassing Step One. Further, a grievance may bypass Step
72 Two and be initiated at Step Three, provided that neither the Assistant Vice President for
73 Academic Affairs nor the Association's Grievance Officer, or their respective designees,
74 serve notice to the other party of an objection to bypassing Step Two.

75 **E. Procedure and Time Limits: Step One**

76 Upon receipt of the written grievance, a copy of which shall be provided by the EMU-AAUP
77 to the Assistant Vice President for Academic Affairs on the day it is filed, the Department
78 Head or other designated administrative agent shall promptly arrange a meeting through the
79 EMU-AAUP office to discuss the grievance with the grievant(s), the Association's Grievance
80 Officer and, at the Grievance Officer's option, one additional person deemed necessary for
81 the resolution, ~~and such other persons as he/she deems appropriate.~~ The Department Head
82 or other designated administrative agent may bring ~~and such other persons as he/she~~
83 deems appropriate. If at the time of the meeting, the grievant(s) is on an approved leave or
84 during summer term, the grievant(s) may appear via remote means. This discussion shall be
85 completed within seven (7) working days after the required initiation notice is filed. If the
86 grievance is adjusted at this Step to the satisfaction of the grievant(s), the Association's
87 Grievance Officer and the Department Head, or other designated administrative agent, the
88 adjustment will be reduced to writing, signed by the parties, and a copy provided to each
89 signatory, the EMU-AAUP office and the Assistant Vice President for Academic Affairs. If
90 there is no adjustment, the Department Head, or other designated administrative agent, must
91 present his/her reasons for denial of the grievance in writing to the grievant(s) with a copy to
92 the EMU-AAUP Office and the Assistant Vice President for Academic Affairs. The
93 Department Head or administrative agent shall reduce the adjustment to writing or provide
94 the reasons for denial of the grievance in writing to the grievant(s) within five (5) working
95 days following the Step One meeting. If within five (5) working days of receipt thereof,
96 EMU's Assistant Vice President for Academic Affairs or his/her designee, serves the
97 Association's Grievance Officer with written notice of objection to the adjustment on the
98 grounds that the adjustment adds to, subtracts from, or modifies the terms of this Agreement,
99 said adjustment shall be deemed null and void and the grievance remanded for further review
100 at Step One. Within seven (7) working days of notice of remand, the parties' Step One
101 representatives and the grievant(s) shall complete the review. The grievance shall thereafter
102 be further processed, adjusted or appealed within the timelines and procedures set forth in
103 this Grievance Procedure.

104 **F. Procedure and Time Limits: Step Two**

105 If the grievance is not adjusted at Step One, the Faculty Member or group of Faculty
106 Members or the Association may, within five (5) working days of the Step One answer,
107 which shall also be concurrently provided to the Assistant Vice President for Academic
108 Affairs, appeal the grievance, in writing, to the appropriate Dean or other designated
109 administrative agent, setting forth his/her (their) objections to the Step One answer. Upon
110 receipt of the written appeal or at the signed written notice when initiation is at Step Two, the
111 Dean or other designated administrative agent shall promptly arrange a meeting through the
112 EMU-AAUP office to discuss the grievance with the grievant(s), the Association's Grievance
113 Officer and, at the Grievance Officer's option, one additional person they deem necessary for
114 the resolution, ~~and such other persons as he/she deems appropriate.~~ The Dean or other
115 designated administrative agent may bring other persons as they deem appropriate. If at the
116 time of the meeting, the grievant(s) is on an approved leave or during summer term, the

117 grievant(s) may appear via remote means. It is not appropriate at this level for the grieved
118 department head or other grieved administrative agent involved at the Step One grievance
119 hearing to be present at a Step Two grievance hearing. This discussion shall be completed
120 within seven (7) working days after the filing of the grievance at Step Two. If the grievance
121 is adjusted at this Step to the satisfaction of the grievant(s), the Association's Grievance
122 Officer and the Dean or other designated administrative agent, the adjustment will be reduced
123 to writing, signed by the parties, and a copy provided to each signatory, the EMU-AAUP
124 office and the Assistant Vice President for Academic Affairs. If there is not adjustment, the
125 Dean or other designated administrative agent must present his/her reasons in writing to the
126 grievant(s) with a copy to the EMU-AAUP office and the Assistant Vice President for
127 Academic Affairs. The Dean or administrative agent shall reduce the adjustment to writing
128 or provide the reasons for denial of the grievance in writing to the grievant(s) within five (5)
129 working days following the Step Two meeting. If, within five (5) working days of receipt
130 thereof, EMU's Assistant Vice President for Academic Affairs, or his/her designee, serves
131 the Association's Grievance Officer with written notice of objection to the adjustment on the
132 grounds that the adjustment adds to, subtracts from, or modifies the terms of this agreement,
133 said adjustment shall be deemed null and void and the grievance remanded for further review
134 at Step Two. Within seven (7) working days of notice of remand, the parties' Step Two
135 representatives and the grievant(s) shall complete their review. The grievance shall
136 thereafter be processed, adjusted or appealed within the timelines and procedures as set forth
137 in this Grievance Procedure.

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

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

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

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

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

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

156 If the grievance can be adjusted, within the fifteen (15) or twenty (20) day discussion period,
157 to the mutual satisfaction of the Association and EMU, the adjustment will be reduced to
158 writing and signed by the Association's President and EMU's Assistant Vice President for
159 Academic Affairs, or their respective designee and communicated by the Assistant Vice
160 President for Academic Affairs or his/her designee to the grievant(s), with a copy to the
161 Association. If the grievance is adjusted at Step Three, said adjustment shall be final and
162 binding upon all parties.

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

166 **H. Procedure and Time Limits: Arbitration**

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

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

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

