

## **ARTICLE 8 CONTRACTUAL GRIEVANCE PROCEDURE**

**8.1** The parties agree that all problems should be resolved whenever possible before the filing of a grievance and encourage open communication between administrators and members, so that the formal grievance procedure will not normally be necessary.

**8.2** Definition The term grievance shall mean a dispute concerning the interpretation or application of the terms or provisions of this Agreement.

**8.3** Resort to Other Procedure If prior to seeking resolution of a dispute by filing a grievance under this contract, or while the grievance proceeding is in progress, a member seeks to resolve the matter in any other forum, whether administrative or judicial, UConn Health shall have no obligation to entertain or proceed with this grievance procedure.

### **8.4** Informal and Step 1

**A.** A member of the bargaining unit and a representative of the AAUP (if the employee so desires) shall first discuss the problem with the Health Center official against whom the member is aggrieved. If a problem resolved in accordance with this paragraph is in the opinion of the Administration a grievance as defined herein, the Administration shall notify the AAUP in writing of the terms of the settlement.

**B.** If the matter is not satisfactorily adjusted within seven (7) calendar days, the member or the AAUP (if requested by the member) shall submit it in writing within fifteen (15) calendar days to the appropriate Department Head, Division Chairs, Center Directors or Assistant Dean, Associate Dean, Senior Associate Dean or their designee for a satisfactory adjustment. The grievance should set forth the act or condition on which the grievance was based and identify the article(s) of the contract that is/are being grieved. After receiving the formal grievance the Department Head, Center Director, Division Chairs, or Assistant Dean, Associate Dean, Senior Associate Dean or designee will meet with the aggrieved member within fifteen (15) calendar days after receiving the formal grievance and will give their decision in writing to the aggrieved within twenty (20) calendar days of such meeting.

**8.5** Step 2 Failing satisfactory settlement within the above time limits, the aggrieved member of the AAUP may, within seven (7) calendar days, appeal in writing to the appropriate Dean or their designee with a copy to the UConn Health official in charge of collective bargaining/labor relations. The Dean or the designee shall meet with the member and an AAUP representative (if requested by the member) within fifteen (15) calendar days from receiving the member's appeal and shall give a decision in writing to the member and the AAUP within twenty (20) calendar days of such meeting. The AAUP shall be notified and allowed to participate through Step 2.

**8.6 Step 3** If the grievance has not been satisfactorily resolved at Step 2, the AAUP, upon request of the grievant, may proceed to arbitration. Notice of intent to proceed to arbitration must be filed with the appropriate Dean or their designee with a copy to the UConn Health official in charge of collective bargaining/labor relations within fifteen (15) calendar days after receipt of the Step 2 decision and must be signed by the AAUP Chapter President or representative. (The filing of a notice to proceed to arbitration shall constitute a waiver of rights to alternative or de novo judicial consideration.) The terms of the Agreement that are involved shall be identified in the submission. The grievance may be withdrawn at any time by the grievant or by the AAUP representative at any point during Step 3.

**8.7 Selection of Arbitrator** The parties shall follow the American Arbitration Association procedure for the selection of an arbitrator unless the parties mutually agree on an arbitrator within five (5) calendar days of filing the notice to arbitrate. The rules of the American Arbitration Association shall govern the arbitration, unless alternative rules are mutually agreed to by the parties.

**8.8 Authority of the Arbitrator.** The arbitrator shall neither add to, subtract from, modify nor alter the terms and provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issues submitted for arbitration. The arbitrator shall have no authority to determine any other issues. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to determining the issues submitted. The decision of the arbitrator shall be final and binding subject to statutory provisions.

**8.9 Fees and expenses of the arbitrator shall be borne equally by UConn Health and the AAUP.**

#### **8.10 General Provisions**

**A.** Any grievance as defined above not presented for disposition in writing within forty (40) calendar days of the occurrence giving rise thereto shall not thereafter be considered a grievance under the Agreement. This time limitation may be tolled by written mutual agreement of the parties. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved member of the decision rendered and such decision shall thereafter be binding upon the aggrieved member and the AAUP. Failure of the Administration to respond to any grievance during the time limits specified at any step shall allow the grievant or the AAUP to proceed to the next step. The time limits specified at any step may be extended in any particular instance by agreement between the appropriate administrator outside the bargaining unit and the AAUP. All grievances must be filed on a mutually agreed upon form and must clearly state the contract articles claimed to be violated.

**B.** No member may file for arbitration except with the approval and participation of the AAUP.

**C.** Meetings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity to attend for all persons proper to be present. When meetings are held during hours when a faculty member has work responsibilities, the faculty member is responsible for securing appropriate coverage of those responsibilities. Persons proper to attend for the purposes of this section are defined as aggrieved members, the appropriate AAUP representative(s), and qualified witnesses. UConn Health Proposal 2.16.2021

**D.** Matters of policy and/or procedure are not subject to the arbitration clause of the grievance procedure unless otherwise provided in this Agreement.

**E.** No complaint informally resolved or grievance resolved at either Step I or Step 2 shall constitute a precedent for any purpose unless agreed to in writing by the Dean or his/her representative and the AAUP acting through its Chapter President or representative.

**F.** The AAUP on behalf of a bargaining unit member, a group of bargaining unit members, or on behalf of itself may initiate any contractual grievance at Step 2 of the grievance procedure.