

## ARTICLE 10

### CONTRACTUAL GRIEVANCE PROCEDURE

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

#### 10.2 Definition

The term grievance shall mean a dispute concerning the interpretation or application of the terms or provisions of this agreement ~~or an appeal from certain levels of disciplinary action provided elsewhere in this agreement.~~

#### 10.3 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, the Board shall have no obligation to entertain or proceed with this grievance procedure. For the purpose of this Agreement, however, the parties agree that a complaint filed by a ~~UConn-AAUP~~ member of the bargaining unit with the University of Connecticut's Office of Institutional Equity or Office of ~~Audit~~ University Compliance and Ethics are internal investigatory procedures and the member shall retain all rights to proceed with the Article 10 grievance process.

#### 10.4 Step 1

A. A member of the bargaining unit and/or a representative of the UConn-AAUP (if the ~~employee~~ member of the bargaining unit so desires) shall first discuss the problem with the University official against whom ~~he/she~~ the unit member of the bargaining unit 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 UConn-AAUP in writing of the terms of the settlement.

B. If the matter is not satisfactorily adjusted within seven (7) calendar days, the member of the bargaining unit or the UConn-AAUP (if requested by the member of the bargaining unit) shall submit it in writing within fifteen (15) calendar days to the appropriate director or dean of the school or college or ~~his/her~~ their designee for a satisfactory adjustment and provide a copy to the University official in charge of collective bargaining. ~~If the grievance involves a member of the bargaining unit who is in Athletics staff, the grievance shall be submitted to the director of athletics.~~ 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 aggrieved. After receiving the formal grievance the dean, director, ~~athletics~~ Director of Athletics or designee will meet with the aggrieved member of the bargaining unit within fifteen (15) calendar days after receiving the formal grievance and will give ~~his/her~~ their decision in writing to the aggrieved within seven (7) calendar days of such meeting.

### 10.5 Step 2

Failing satisfactory settlement within the above time limits, the aggrieved member of the bargaining unit of the UConn-AAUP may, within seven (7) calendar days, appeal in writing to the Provost's Office ~~or his/her the Provost's designee~~ and provide a copy to the University official in charge of collective bargaining. The Provost or ~~their designee~~ designated vice provost, or designated vice president if the bargaining unit member is in a ~~academic department or academic unit that does not report to the Provost~~ upon mutual agreement of the parties, who must be a member of the Administration, shall meet with the member of the bargaining unit and a UConn-AAUP representative ~~(if requested by the member)~~ within fifteen (15) calendar days from receiving the ~~unit~~ member's appeal and shall give a decision in writing to the ~~unit~~ member and the UConn-AAUP within seven (7) calendar days of such meeting. The UConn-AAUP shall be notified and allowed to participate through Step 2. If the grievance involves a unit member of the bargaining unit in Athletics staff the appeal shall be made to the President's Office and heard by the President's or their designee designated vice president or other designee upon mutual agreement of the parties or member of the President's Cabinet, who must be a member of the Administration, in accordance with the provisions of this paragraph.

### 10.6 Step 3

If the grievance has not been satisfactorily resolved at Step 2, the UConn-AAUP, upon request of the grievant, may proceed to arbitration. Notice of intent to proceed to arbitration must be filed with the Provost's Office ~~or his/her the Provost's designee~~ (or in the case of a member of the bargaining unit who is in Athletics staff, with the President's Office or the President's designee) and to the University official in charge of collective bargaining for the University within fifteen (15) calendar days after receipt of the Step 2 decision and must be signed by the UConn-AAUP 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 UConn-AAUP representative at any point during Step 3.

### 10.7 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)~~ ten (10) calendar days of filing the notice. The rules of the American Arbitration Association shall govern the arbitration, unless alternative rules are mutually agreed to by the parties.

### 10.8 Authority of the Arbitrator

The arbitrator shall hear and decide only one (1) grievance in each case, except where the grievance involves the same grievant and or there is a common nucleus of facts, and upon mutual agreement of the parties. 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

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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.

10.9 Fees and expenses of the arbitrator shall be borne equally by the Board of Trustees and the UConn-AAUP.

10.10 General Provisions

A. Except for grievances arising under 25.5 (which shall be dealt with in accordance with 25.6), any grievance as defined above not presented for disposition in writing within thirty-seven (37) calendar days of the occurrence giving rise thereto shall not thereafter be considered a grievance under the agreement. Failure at any step of this procedure to appeal a decision within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered and such decision shall thereafter be binding upon the aggrieved and the UConn-AAUP. Failure of the Administration to respond to any grievance during the time limits specified at any step shall allow the grievant or the UConn-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 UConn-AAUP.

B. No member of the bargaining unit may file for arbitration except with the approval and participation of the UConn-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 such meetings are held during ~~school~~ University business hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to attend for the purposes of this section are defined as aggrieved members of the bargaining unit, their appropriate UConn-AAUP representative(s), and qualified witnesses.

D. Matters of policy are not subject to the arbitration clause of the grievance procedure. This does not include terms and conditions of employment set forth in this Agreement.

E. No complaint informally resolved or grievance resolved at either Step 1 or Step 2 shall constitute a precedent for any purpose unless agreed to in writing by the Provost ~~or their representative designee~~ (or in the case of a member of the bargaining unit who is in Athletics staff, by the President ~~or the President's designee~~) and the UConn-AAUP acting through its President ~~or representative their designee~~.

F. The UConn-AAUP on behalf of a member of the bargaining unit ~~member~~, a group of ~~bargaining unit~~ members of the bargaining unit, or on behalf of itself may initiate any contractual grievance at Step ~~2~~ 1 of the grievance procedure. ~~Upon mutual agreement of the parties, the grievance may be waived to Step 2. Upon receipt, the Provost (or the President in the case of a grievance arising in athletics) may determine in their sole discretion that the matter should first be heard at Step 1 and refer it to the appropriate hearing officer. The decision to refer the grievance for hearing at Step 1 shall not be grievable. If there is a dispute about the sufficiency~~

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of information to investigate a grievance, the University official in charge of collective bargaining and a representative of the UConn-AAUP shall promptly meet to discuss the situation and possible accommodation. Neither party shall unreasonably withhold information.

G. Grievances involving the University of Connecticut Board of Trustees' By-Laws, ~~(revised August 5, 2015, and consistent with Article 8.3 of this Agreement as amended from time to time)~~ (as set forth in Article 8.3) and policies are appealable to the Board as the final step and are not subject to the above grievance procedure and arbitration.

**Tentative Agreement**



\_\_\_\_\_  
For UConn-AAUP

Date 11/1/21

\_\_\_\_\_  
For University of Connecticut

Date \_\_\_/\_\_\_/\_\_\_