

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 A grievance is a complaint by the Association, on behalf of one (1) or more faculty members or in its own behalf, concerning an alleged violation of this Agreement. All grievances shall be adjusted through the grievance procedure provided in this Article.

4.2 In computing any time limit herein specified, Saturdays, Sundays, holidays, summer sessions, recesses between semesters (unless the faculty member(s) has assigned duties during those recesses) and set seasonal bonus days will be excluded. Unless extended by mutual written agreement, the time limits specified herein shall be the maximum time allowed. Failure to comply with time limits on the part of the Board's administrative agent shall permit the grievance to proceed to the next step.

4.3 A faculty member (or group of faculty members) who claims that the contract provisions have allegedly been violated shall initially seek to resolve the problem by informal means and/or through administrative channels, with, however, the right to prompt reply to the faculty member's inquiries.

4.4 Failing resolution of a problem by informal means, the Association shall initiate the grievance procedure by filing a written grievance in the Office of the PVPAA. The grievance shall be signed by the appropriate Association representative and the faculty member(s) involved shall concisely state the facts upon which the grievance is based and the contract provisions which have allegedly been violated and shall specify the relief or remedy sought. The grievance shall be filed within fifteen (15) days after the Association or the faculty member(s) on whose behalf the grievance is filed became aware, or reasonably should have become aware, of the action complained. If the grievance is not served within that time, the grievance is barred. In no event shall monetary adjustments of a grievance cover a period prior to ninety (90) days before the filing of the written grievance. The requirement that grievances be filed within fifteen (15) days is modified to permit the suspension in the counting of days for that period of time beginning when the Association notifies the PVPAA that informal efforts are being pursued on a specifically described potential grievance in an effort to resolve it, and ending when either the Association notifies the PVPAA that informal efforts have ended, or the PVPAA notifies the Association that the counting of days will begin again at the point where they were suspended.

4.5 Procedure and Time Limits

4.5.1 Step One

4.5.1.1 Following receipt of the written grievance, the Board-designated administrative agent shall arrange a meeting to discuss the grievance with the grievant(s) and with the AAUP Contract Officer or person designated by the AAUP Executive Committee. This discussion shall be completed within fifteen (15) days after the grievance is filed. If the grievance is adjusted to the satisfaction of the Board and Association, the adjustment will be reduced to writing and signed by the AAUP Contract Officer or person designated by the AAUP Executive Committee and the PVPAA or designee. If there is no mutually agreeable adjustment, the PVPAA or designee shall provide the AAUP Contract Officer or person designated by the AAUP Executive Committee with a written answer stating the reasons for denial of the grievance within fifteen (15) days of the Step One meeting.

4.5.2 Step Two: Review Board

4.5.2.1 If the grievance is not adjusted in Step One, the Association may, within fifteen (15) days of the Step One written answer, submit the grievance through the PVPAA or designee to a Review Board.

Unless otherwise agreed by the parties, membership on the Review Board shall be limited to three (3) administrative staff members designated by the PVPAA and three (3) Association members designated by the Association. The Review Board shall promptly arrange a meeting to discuss the grievance and the written answer and appeals. This discussion shall be completed within fifteen (15) days after the filing of a request to have the grievance considered in Step Two. If the grievance is satisfactorily adjusted, the adjustment will be reduced to writing and signed by the appropriate representatives of the Board and the Association. If there is no mutually agreeable adjustment, the PVPAA or designee shall provide the Association with a written answer stating the reasons for denial of the grievance within 15 days of the Step Two meeting.

4.5.3 Step Three: Binding Arbitration

4.5.3.1 If the grievance is not satisfactorily adjusted in Step Two, the Association may submit the grievance to binding arbitration. Within fifteen (15) days of the Association's receipt of the written response of the Board at Step Two, the Association shall serve upon the designated administrative agent its written notice of intent to arbitrate. If within fifteen (15) days following the written notice of intent to arbitrate the parties are unable mutually to agree upon a selection of an arbitrator, the Association may thereafter request a List for Selection of Arbitrator from the Federal Mediation and Conciliation Service or the American Arbitration Association and an arbitrator shall be selected in accordance with rules and procedures of each respective organization. The arbitration will be conducted under the then current Labor Arbitration Rules of the American Arbitration Association or the Federal Mediation and Conciliation Service. The Board and the Association may agree to expedited, streamlined, or any other arbitration procedures on a case-by-case basis. The Arbitrator's decision shall be final and binding upon the Board, the Association, and any faculty member(s) involved and may be enforced in any court of competent jurisdiction. The arbitrator's decision shall be based solely upon the express and specific provisions of this Agreement, without addition, subtraction, or modification. The Board and the Association will bear the Board's and Association's own expenses individually including transcripts, if ordered, and will share equally the fees and expenses of the arbitrator and the American Arbitration Association.

4.6 Any adjustment of a grievance agreed upon by the Board and the Association at any stage of the grievance procedure shall conclusively dispose of the grievance and shall be binding upon the Board, the Association, and any faculty member or members involved.

4.7 Failure to appeal a grievance from one step to the next within any of the time limits specified above shall bar the grievance.