

# 5.27 - P&S Staff - Complaints and Grievances

## Purpose

To provide Professional & Scientific (P&S) staff a mechanism for addressing concerns related to regarding employment conditions ~~of employment~~ and work placing practices conditions.

## Policy Statement

A P&S staff ~~member~~ has the right to present a matter of concern or dissatisfaction relating to the interpretation, application or alleged violation of written university or Iowa Board of Regents policies and/or procedures. This includes matters involving governing conditions of employment (such as disciplinary action, or termination, work schedules, or compensation (other than excluding general salary schedule adjustments).

This process does not ~~designed~~ apply to ~~resolve~~ P&S position classification matters, ~~such conditions which~~ are undertaken with addressed through the Position Classification Appeal Procedure in policy 5.26.

Employees should contact the Office of Civil Rights Compliance ~~Compliance and Equity Management~~ for ~~situations~~ alleged discrimination based on age, color, creed, disability, ethnicity, ~~gender identity~~, genetic information, marital status, national origin, political affiliation, pregnancy, race, religion, sex, sexual orientation, veteran or military status, or any other protected category under applicable federal, state or local law.

### A. Informal Resolution

~~Before filing a formal grievance, A-P&S staff member (or group of P&S staff) alleging a policy misinterpretation and/or misapplication, or taking objection to a disciplinary action, must seek, initially are expected, to first attempt resolution~~ ve ~~such complaint by through~~ informal means, including a discussion g the issue with their immediate supervisor manager or ~~the~~ appropriate administrator. Such ~~informal~~ action procedure must be initiated within ~~thirty (30)~~ calendar days following from the date the ~~staff member~~ employee(s) became aware ~~of~~, or could

~~have~~ reasonably ~~been~~ expected to become aware of, the ~~issue occurrence of~~ such matter ~~prompting the complaint~~. Additional informal resources ~~beyond discussion with their immediate supervisor or appropriate administrator~~ may include consultation with Human Resource Services (HRS) and/or the P&S Council Employee Issues Committee.

## B. Formal Grievance Procedure

~~If the issue is not~~ ~~Failed~~ ~~resolution by~~ informally ~~means~~, ~~the~~ formal grievance ~~procedure may be initiated~~. Such ~~procedure is to~~ ~~may~~ be ~~filed~~ ~~initiated~~ within ~~thirty (30)~~ calendar days ~~following of~~ the ~~failure of the~~ informal ~~resolution attempt~~. ~~However, u~~ Under no circumstances shall a grievance be considered timely after ~~six (6)~~ months from the date of ~~the issue occurrence~~.

A formal grievance ~~statement is to~~ ~~must~~ be ~~prepared and~~ submitted ~~on~~ ~~using~~ the ~~P&S g~~ ~~Grievance f~~ ~~Form~~ located in the Forms Repository ~~and must include~~:

- ~~• The grievance form shall contain a statement as to the~~ ~~A~~ description of the grievance, ~~including with pertinent circumstances and date(s) and relevant circumstances of occurrence(s) noted~~. Such ~~a~~ ~~statement is to~~ identify
- ~~• The specific policy or procedure allegedly violated.~~
- ~~• The grievance issue at hand, and cite the resolution/ief sought.~~

Formal grievance actions ~~will be resolved in conformity with the following~~ review levels:

### Level I: Department Head, Dean & HRS Review

The ~~grievant will file the~~ completed grievance form ~~must be submitted with to~~ their ~~staff member's~~ department head/director (and dean, ~~as if applicable,~~) and the Director of HRS. The department head, (and dean ~~or equivalent level, as applicable,~~) and the Director of HRS or their designee ~~sh~~ will conduct an investigation, ~~and give~~ ~~allowing~~ the grievant ~~the right~~ to present their case orally or in writing. ~~The department head (and dean or equivalent level, as applicable,) shall~~ ~~A written response~~ ~~provide a response~~ ~~must be provided~~ within ~~thirty (30)~~ calendar days of receipt of the grievance.

### Level II: Division Head Review

If a disposition is not issued within the prescribed period or if the grievant finds the decision as rendered ~~is~~ unsatisfied with the Level I outcome or the response is no provided within the prescribed timeframe, to be unsatisfactory, they may, ~~within seven (7) calendar days,~~ appeal by completing the relevant section of the grievance form and submitting it in writing to their division head within 7 calendar days. ~~Such~~ The Level II appeal section must be signed and dated by the grievant and will must include the original grievance and all of the information contained in from the first level ~~of the grievance~~ and any other pertinent information the grievant may wish to submit. ~~The appeal must be signed and dated by the grievant.~~ The division head or their designee will complete an investigation ~~of the grievance, which will include providing~~ allowing the grievant ~~the right~~ to present the case orally or in writing, and ~~submit their findings in issue a~~ writtening response to the grievant within ~~thirty (30) calendar days of receipt of an~~ the appeal. The division head or their designee may affirm, reverse, or modify the Level I decision rendered at Level II.

### Level III: Arbitration and Presidential Review

If the grievant ~~is unsatisfied with~~ finds the decision at Level II outcome to be unacceptable or if ~~a decision~~ the response is not rendered in a ~~timely manner~~ provided within the prescribed ~~timeframe~~ period, they may, ~~within seven (7) calendar days,~~ appeal by completing the relevant section of the grievance form and submitting it to the university President of the University ~~within 7 calendar days, which includes third party~~ third party. The arbitration appeal section must be signed and dated by the grievant and must include the original grievance and all information from the first two levels and any other pertinent information the grievant may wish to submit.

Except where the University and the grievant agree ~~agrees~~ to an alternative selection procedure, ~~a joint written request for~~ the President or designee will obtain a list of at least five arbitrators ~~shall be made to~~ from the Iowa Public Employment Relations Appeal Board. ~~Such a list is to contain the names of seven (7) potential arbitrators. The parties will, w~~ Within fourteen (14) calendar days of receipt of the list, select the arbitrator to hear the case by university and the grievant will alternately ~~strikeing~~ strike a single name until one name remains. ~~¶(the grievant will be the first to strikes first)~~ a name. ~~The person whose name remains shall be the arbitrator. The remaining arbitrator so selected shall hold~~ will conduct

a hearing promptly and issue a written report to the President ~~no later than thirty~~within (30) calendar days ~~from the date of the close of the hearing's conclusion~~. ~~Such a~~The report ~~shall be in writing and~~ shall set forth findings of fact, reasoning, and recommendations on the issue(s) submitted.

The President or their designee will review the report of the arbitrator, ~~the Level II disposition~~ and other pertinent information submitted with the case record. ~~After reviewing such materials, the President or their designee and~~ may ~~complete~~conduct a further investigation ~~or, conduct an oral~~ hearing, ~~or take other appropriate action. A decision will, on the basis of information compiled with such actions, before~~ rendering a final decision within ~~thirty~~ (30) calendar days following receipt of the arbitrator's ~~report findings and recommendation(s)~~.

### **C. Alternate Procedures**

The University shall not be required to process the same or a substantially equivalent claim or complaint through the grievance procedure when such a complaint has been filed or if it has been adjudicated in any other form other than under the procedures described.

### **D. Settlement Offers**

~~No offer of s~~Settlement offers of a grievance by ~~an~~the ~~aggrieved~~ ed staff member or ~~at~~the university administrator ~~will be~~ are not admissible ~~as evidence in future~~later grievance proceedings or elsewhere and. ~~No settlement of a grievance shall constitute a binding do not set precedent in the settlement of a similar~~for future grievances.

### **E. Grievance Review Scope**

~~If a g~~Grievances ~~concerns~~involving non-reappointment, salary, denial of promotion, ~~denial of continuing service status,~~ or rejection of reassignment ~~with continuing service, the scope of the review~~ will be limited to determining whether the action taken failed to follow procedures.

~~The staff member holding continuing service status who is serving with a provisional appointment shall not have the right to grieve reassignment to a former or comparable position. Neither shall the A~~ University administration's decision to return a staff member ~~holding a probationary appointment~~ to a former

Regents Merit System assignment or comparable position ~~is not~~ subject to this grievance proceedings.

## F. Open or Closed Arbitration Hearings

Grievance arbitration hearings will be open, except by agreement between the University and the grievant or if the arbitrator orders the ~~proceedings~~ hearing closed for cause.

## G. Burden of Proof

Except in cases involving ~~the~~ dismissal for cause ~~of a staff member with continuing service status~~, the grievant shall have the burden of proving by a preponderance of evidence that the action being grieved is improper under the grievance review scope (section E.) cited above. ~~In the case involving the dismissal of a staff member for cause with continuing service status, the University will have the burden of proving by a preponderance of evidence that grounds exist to justify for cause termination of the appointment of the grievant.~~ The party with the burden of proof will present evidence first.

## H. Grievance Timeline

If ~~a~~ the grievant does not appeal a decision rendered at a level of the grievance procedure within the time prescribed, the decision will become final. If a university representative does not reply to a ~~staff member~~ employee's grievance or appeal within the prescribed time, the ~~grievant staff member~~ employee may proceed to the next level. ~~With the consent of both parties, d~~ Designated time lines ~~limits~~ may be extended by mutual agreement.

## I. Miscellaneous Provisions

A ~~P&S staff member~~ employee ~~grievant~~ may be assisted by a UNI employee of their choosing or legal counsel, at the ~~staff member~~ employee's expense, at any level of the grievance procedure. Each party shall ~~make~~ email the other at least 24 hours ~~aware~~ in advance of a hearing to identify individuals that will be present ~~in~~ at each level, ~~as noted on the grievance form~~. Presentations, reviews, investigations, and hearings held under the grievance procedure may be conducted during working hours, within reason, without loss of regular earnings.

~~The cost of the a~~Arbitration costs, including any costs or fees billed by the arbitrator, shall be borne shared equally by the university and the grievant unless. In cases where the grievant is the prevailing party, such cost shall be borne solely by in which case the university bears the full cost.

No retaliatory action shall be taken against a staff member because they filed a grievance in good faith, ~~or~~ assisted a grievant or served as a resource or witness in such proceedings.

P&S Council, approved October 27, 2025

~~and~~ Human Resource Services, approved October 28, November 2019 25

University Council, approved March 23, 2020

President and President's Cabinet, approved April 6, 2020

*[Last reviewed and/or updated 4/2020, 1/2013]*