

## Article 18 - Grievances

### **Section 18.1      Jurisdiction**

The Board shall hear and finally determine the grievances brought before it, provided that such grievances are appealed pursuant to the procedures contained in an existing collective bargaining agreement and are filed within 30 days after receipt of notice of final decision of the employer, unless the collective bargaining agreement provides for a different time period. Grievances of persons not covered by a collective bargaining agreement, when permitted by law, shall be heard only after exhaustion of any administrative procedures that may be required by the State of Vermont, the Vermont State Colleges, or the University of Vermont, and must be filed within 30 days after receipt of notice of final decision of the employer.

### **Section 18.2      Grievance Filing and Service**

A grievance shall be in writing and signed by the grievant or his/her representative.

### **Section 18.3      Contents of Notice**

The notice of grievance shall contain:

- (A) The full name and address of the person filing the grievance;
- (B) The full name and address of the employer involved;
- (C) A concise statement of the nature of the grievance, including a statement of the date the matter leading to such grievance arose;
- (D) Specific references to the pertinent section or sections of the collective bargaining agreement, if applicable, or the pertinent rule(s) or regulation(s) which are alleged to be violated; and
- (E) A brief statement of the facts concerning the grievance.

### **Section 18.4      Answer; Filing; Service**

All parties in interest shall have the right to file an answer within 20 days after service of the grievance. Upon application, the Board may extend the time within which the answer shall be filed.

### **Section 18.5      Contents of Answer; Denials**

The answer shall admit or deny each specific allegation contained in the grievance or shall indicate any lack of knowledge or information thereof sufficient to form a belief. An allegation in the grievance not specifically denied in the answer, unless the party asserts that it is without knowledge or information thereof sufficient to form a belief, shall be deemed admitted and shall be so found by the Board. Allegations of new matter in the answer shall be deemed denied without the necessity of a reply.

### **Section 18.6      Admission by Failure to Answer**

Failure to file a timely answer may be deemed by the Board to constitute an admission of the material facts alleged in the grievance and a waiver by the party of an evidentiary hearing, leaving a question or questions of law, alleged contract violation(s), or alleged violation(s) of a rule or regulation to be determined by the Board.

### **Section 18.7      Stipulation of Facts**

After the filing of an answer, the parties may submit to the Board a signed stipulation of facts and a request for a decision by the Board without an evidentiary hearing. The request shall state whether the parties desire to present oral argument and/or file briefs.

### **Section 18.8      Grievance Mediation**

The parties to a grievance filed with the Board may request the Board to appoint a mediator to assist in resolving the grievance. If all parties make such request, the Board may appoint a Board member, its Executive Director or other qualified individual to mediate the dispute. A mediator may be selected from the list of grievance mediators established pursuant to Section 17.6 of these Rules.