

LETTER OF UNDERSTANDING REGARDING GRIEVANCE PROCESS

Whereas Lake Superior State University (“University”) and the Lake Superior State University Education Support Professionals Union, MEA-NEA (“ESP”) are parties to a collective bargaining agreement, which is presently in effect through September 30, 2025 (“CBA”);

Whereas Section 9 of the CBA outlines a grievance procedure involving a Grievance Hearing to be set by the grievant’s immediate supervisor at the second step.

Whereas the ESP filed a grievance No. 2023-3 seeking to remedy a missed second step Grievance Hearing in relation to grievance No. 2023-2.

Whereas the ESP and University met on March 30, 2023, during which meeting the 2023-2 grievance was discussed.

Whereas the ESP and University acknowledge that some supervisors of ESP employees are not familiar with the grievance process.

Whereas Section 9 of the CBA indicates that “The written grievance may be submitted to the Third Step if the aggrieved employee has not received a satisfactory answer, or no answer within ten (10) University days.

Whereas the ESP and University wish to amicably remedy the current issue and future possible concerns regarding immediate supervisor response to grievances and avoid confusion;

It is hereby agreed as follows:

1. The University agrees to make every effort to aid supervisors in their response to ensure proper Grievance Procedure response.
2. The ESP agrees to provide in person training to ESP employee supervisors on a date to be mutually agreed upon by the ESP and University regarding proper Grievance Procedure response. A member from the University Human Resources Office will be present at this training.
3. The ESP agrees to immediately withdraw grievance No. 2023-3.
4. The ESP and University agree that if in the future, an immediate supervisor neglects to fulfill the guidelines of Section 9.SECOND, the grievant may elect to follow the procedure outlined in Section 9.SECOND.f.

AGREED TO:

Lake Superior State University

Kate Bergel

Print Name: Kate Bergel

Title: Director of HR, Safety & Risk

Date: 4/4/2023

Lake Superior State University

Education Support Professionals, MEA-NEA

Don Jones

Print Name: Don Jones

Title: President

Date: 4 April, 23