

ARTICLE 9
GRIEVANCE AND ARBITRATION

Revised: June, 8 2023

An Employee covered by this agreement, the Union, or the University may file a grievance in accordance with the procedure outlined in this Article.

A grievance is a claim by an individual Employee, the Union, or the University that this Agreement has been violated. No more than one grievance shall be processed with respect to the facts of any one such claim. Except as otherwise provided in this Agreement, the grievance procedure outlined in this Article, shall be the sole, exclusive process for resolving all grievances.

The parties will make every effort to resolve all disputes before they become formal grievances.

Section 1. Step One: Initial Informal Discussion

- A. The University and the Union agree that Employees are encouraged to engage in informal discussions as soon as practicable with their immediate supervisor (e.g., faculty member, administrator, or Principal Investigator as the case may be, etc.) or Department Chair to resolve issues before filing a formal grievance. The Employee may include a Union representative in such discussions if they so choose. If the dispute is not mutually resolved, whether or not a discussion is held, the grievance may be presented in writing to the University as set forth in Step Two.
- B. Mutual resolution of the complaint at the First Step shall be final but shall not be precedential nor inconsistent with this Agreement.

Section 2. Step Two:

- A. If the grievance is not resolved at Step One, the grievance shall be presented in writing and state pertinent facts of the claim as clearly and concisely as possible, including the term(s) of this Agreement that have been violated, the persons involved, the date(s), and the specific nature of the relief requested. The written grievance shall be signed by an authorized representative of the Union and filed with the Dean of the appropriate school or their designee, with a copy to the appropriate Department Chair and the Head of Labor Relations. Unless otherwise mutually agreed, the grievance shall be filed within thirty (30) calendar days after the Union or Employee became aware or should have been aware of the event(s) giving rise to the grievance.
- B. Within ten (10) calendar days of the filing of the grievance at Step Two, the Dean of the appropriate school or designee may conduct a meeting with the grievant and a representative of the Union in an effort to resolve the grievance.

- C. The University shall notify the Union representative of its response in writing within ten (10) calendar days after the meeting is held or after the filing of the grievance at Step Two if no meeting is held, whichever is sooner.
- D. If parties to the grievance are involved in any step listed above, the Union shall have the right to file with an alternate administrator who is not a party to the grievance as designated by the University.

Section 3. Step Three:

- A. In the event the response to the grievance in Step Two is unsatisfactory, the grievant or the Union may appeal to the Head of Labor Relations of the University, or their designee, within ten (10) calendar days of the Step Two response. Within ten (10) calendar days of the receipt of the written appeal, the Head of Labor Relations or their designee shall conduct a meeting with the grievant and the Union representative in an effort to resolve the grievance.
- B. The Head of Labor Relations or their designee shall provide the Union with a written response within ten (10) calendar days of the meeting.
- C. The University may present a grievance initially at Step Three by notice in writing addressed to the Union at its offices. The Union shall respond in writing to the University's grievance within ten (10) calendar.

Section 4: Arbitration

- A. In the event the parties are unable to resolve grievances in the above procedure, the grievance may be appealed by the Union or University within thirty (30) calendar days after completion of Step Three to an impartial arbitrator for resolution, with copy to the other party. No individual Employee may appeal the denial of a grievance to arbitration.
- B. Selection of the Arbitrator: Grievances appealed to arbitration shall be heard by one of the following arbitrators who will serve on a rotating basis in the following order ~~three mutually agreed upon arbitrators~~ [insert Ralph S. Berger, Margaret Sipser Leibowitz, Stuart Bauchner.
- C. Where possible, arbitration hearings shall be scheduled within sixty (60) calendar days of the appeal to arbitration.
- D. The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association. The arbitrator shall render a decision on the grievance within thirty (30) calendar days of the close of the hearing or the submission of briefs, whichever is later, unless the parties otherwise agree.

The Union reserves the right to add to, modify or delete this proposal.

- E. The decision of the arbitrator shall be final, conclusive and binding upon the University, the Union and the Employee. The arbitrator shall have authority to interpret the terms of this Agreement and may not add to, subtract from, or modify the terms of this Agreement or to impact the employment terms of non-bargaining unit members.
- F. In deference to the University's Management Rights, no action taken by the University pursuant to its Management Rights shall be subject to the grievance or arbitration procedure unless the action violates an express provision of this Agreement.
- G. The expenses and fees of the arbitration shall be shared equally by the Union and the University.

Section 5: Timelines

- A. Should the University fail to respond within time limitations herein, the grievant and/or Union shall have the right to proceed to the next step.
- B. Failure to abide by the time limitations herein shall preclude any subsequent filing or processing of the grievance and shall constitute an abandonment of the issue giving rise to the grievance.
- C. The parties may agree in writing to extend the timelines at any step of the grievance procedure.

The parties may agree to consolidate multiple grievances into one arbitration hearing.