

2023-08-31 Tentative Agreement

ARTICLE __ – GRIEVANCE AND ARBITRATION

Section 1. Definition & Informal Resolution

A. Intention. The grievance procedure is designed, and it is the intention of the parties hereto, to attempt to resolve a grievance to the mutual satisfaction of all parties at the lowest step possible.

B. Definition of a Grievance. A grievance is any complaint or dispute arising out of the application, interpretation, or claimed violation of this Agreement during the term of this Agreement.

C. Informal Resolution. The availability of the formal procedures of this Article notwithstanding, an aggrieved GSE and a Union representative may seek to resolve an issue or disagreement informally through discussion between the GSE and a Union representative, and the appropriate University representative. However, such discussions will not extend the deadline for filing a written grievance, subject to Section 2 of this Article.

D. Resolution of Problems by Individual GSE. Nothing in this Agreement prevents a GSE from resolving any problem in a way that is consistent with this Agreement and the law, with or without the presence of a Union representative, on a non-precedent setting basis.

Section 2. Grievance Procedure Rules

A. Initial Presentation of Grievance. An aggrieved GSE or the Union must present a grievance within 30 (thirty) calendar days of when the aggrieved GSE knew or reasonably could have been expected to know of the circumstances giving rise to the grievance. The grievance must be stated in writing, on a form mutually agreed upon by the parties, and must include the nature of the grievance, the specific provision(s) of the Agreement at issue, the date of the alleged action, the name of the GSE affected, and the relief requested.

B. Time Limits may be Extended. Time limits at each step may be extended by written mutual consent of the parties.

C. Untimely Grievance or Appeal is Waived. Any grievance or appeal to arbitration which is not submitted or appealed at each step within the time limits (or agreed upon extension as indicated in B, above) in this Agreement is waived and there will be no further processing of the grievance or arbitration of that grievance.

D. Withdrawal of Grievances. At any step of the process, grievances may be withdrawn by the GSE.

E. Initiation of Grievance at Step 3. Grievances affecting a group of GSEs may be initiated at Step 3. Grievances challenging the discharge of a GSE may be initiated at Step 3.

F. Scheduling of Grievance Meetings. The parties will schedule grievance meetings to avoid interference with a GSE's work schedule. However, if a GSE must miss work to attend a

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grievance meeting, the GSE is responsible for following the relevant procedures in place in their academic unit for missed work.

Section 3. Grievance Procedure Process

The following steps will be followed in the processing of grievances:

Step 1: A grievance must be submitted in writing to the GSE's supervisor (or designee) within thirty (30) calendar days of when the aggrieved GSE knew or reasonably could have been expected to know of the circumstances giving rise to the grievance. The grievance will be dated and signed by the GSE or the Union representative and comply with the requirements set forth above in Section 2. Within fourteen (14) calendar days of submission of the written grievance, the Supervisor (or designee) will meet at a mutually convenient time and place with the GSE and the Union representative(s), if any, in an attempt to resolve the grievance. The University will issue a written grievance answer within fourteen (14) calendar days of the Step 1 meeting. The parties agree that grievances, responses, and appeals are considered filed on the date that they are received by the appropriate representative of a party via email or U.S. Mail. In the case of the Union, the appropriate representative is the steward who filed the grievance or represented the GSE at the respective level. In the case of the University, the appropriate representative is the individual who hears the grievance at the respective level.

Step 2: Grievances not resolved at Step 1 may be appealed in writing by the Union or the GSE to the Dean of the GSE's academic program (i.e., School or Division), or the Dean's designee, within fourteen (14) calendar days following issuance of the Step 1 answer, or within fourteen (14) calendar days of the deadline for the Step 1 answer, if the University does not issue a Step 1 answer. The appeal will set forth the reason(s) for the appeal. The Dean or their designee will conduct a meeting within fourteen (14) calendar days of receiving the appeal to try to resolve the grievance. The Dean (or designee) will issue a written Step 2 answer within fourteen (14) calendar days following the Step 2 meeting.

Step 3: Grievances not resolved at Step 2 may be appealed in writing by the Union or the GSE to the Provost or their designee within fourteen (14) calendar days following the issuance of the Step 2 answer. The appeal will set forth in writing the factual or other reason(s) for the appeal. Within fourteen (14) calendar days of receiving an appeal, the Provost or their designee(s) will hold a meeting to discuss the grievance. The Provost, or their designee, will issue a written answer within fourteen (14) calendar days following the Step 3 meeting.

Step 4: A grievance not resolved at Step 3 may be referred in writing by the Union for arbitration, provided that the Provost receives written notice of intent to arbitrate within thirty (30) calendar days following the issuance of the Step 3 answer. Such notice will state the issue(s) the Union wishes the arbitrator to decide and set forth the specific provisions of the Agreement involved and the remedy desired. Only the Union may advance a grievance from Step 3 to arbitration.

A. Arbitrator Selection. After the Union refers a grievance for arbitration, the University and the Union will attempt to select an arbitrator. If an arbitrator is not selected within fourteen (14) days after the Union refers the grievance to arbitration, the Union will request that the

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Federal Mediation and Conciliation Service (FMCS) furnish the parties with a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators, none of whom are employed by the University or the Union. Either party, before striking any names, will have the right to reject one (1) panel of arbitrators and to request a replacement panel from FMCS. The parties may attempt to agree on an arbitrator from the panel, but if they are not able to do so, the arbitrator will be selected from the list by alternately striking names, with the Union making the first strike.

B. Notice to Arbitrator of Selection. Within ten (10) calendar days after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The parties shall promptly notify the arbitrator of their selection.

C. One Grievance per Arbitrator. Not more than one (1) grievance may be submitted to or be under review by any one arbitrator at the same time unless the parties agree otherwise.

D. Arbitrator's Decision Binding. The decision of the arbitrator on any grievance submitted under this Article will be final and binding on all parties.

E. Arbitrator's Fees. The parties will each pay half of the fees and expenses of the arbitrator. Each party will be responsible for its own costs of presenting its case to the Arbitrator.

F. Transcription of Hearing by Court Reporter. The arbitration hearing may be transcribed by a court reporter upon request of either the University or the Union or both. If there is a transcript, it will be given to the arbitrator with the University and the Union each having an opportunity to purchase their own copy. The party requesting the transcript will pay the full cost of the court reporter's fees and of the arbitrator's copy, unless it is mutually requested. In such a case, these costs will be split evenly between the Union and the University.

G. Expedited Arbitration: Notwithstanding the foregoing, in the event of the termination of an employee, the parties may agree that the grievance should be heard on an expedited basis. In such a case, the Union and the University shall submit a joint request to the FMCS for expedited arbitration. The case shall proceed as provided by the FMCS procedures for expedited arbitration. To the extent that any of the language in parts (A) through (E) of this section does not conflict with the FMCS procedures for expedited arbitration, the language in this Section shall govern.

H. Limits on Arbitrator's Authority. The Arbitrator will have no authority to consider academic matters or render judgment regarding academic progress or standing, as those matters are not covered under this Agreement. The arbitrator also will have no authority to add to, subtract from, or modify, the provisions of this Agreement.

Section 4. Procedural Arbitrability

If either the University or the Union raises an issue of procedural arbitrability the arbitrator will hear and decide the issue of procedural arbitrability before hearing any evidence on the merits of the grievance. The arbitrator will not be automatically disqualified from deciding the merits of a grievance because they determined arbitrability.

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Section 5. No Retaliation

The University will not retaliate against a GSE for participating in a formal or informal grievance procedure.

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