

ARTICLE XX.

GRIEVANCE AND ARBITRATION

Section 1. Definition

~~A grievance is an allegation by (a) graduate student worker(s) and/or the Union that there has been a violation of the terms and conditions of this Agreement. A grievance within the meaning of this Article shall be a complaint or dispute arising out of the application or interpretation of a specific provision of this Agreement except as otherwise provided in the Agreement. Except as otherwise provided in the Agreement, the procedure outlined in this Article shall be the sole, exclusive process for resolving all grievances.~~

Section 21. Intent

It is the ~~declared~~ objective of the University and the Union to encourage the prompt resolution of grievances either by formal or informal procedures in the interest of maintaining a safe and productive environment. The parties agree to make available to each other all known relevant facts regarding the grievance in order to facilitate the earliest possible settlement of grievances prior to arbitration. The Union may present a policy grievance (one that affects more than one person) at any step of the grievance procedure.

Section 13. Informal discussion Procedure

When a potential grievance arises, the graduate student worker(s) and representative(s) of the Union, shall meet with the representative(s) of the University closest to and best able to discuss and resolve the matter. Informal resolution shall be attempted first, subject to the discretion of the Union and may be terminated at the discretion of the union. The University and the Union agree that informal resolutions of grievances do not set precedent. Attempts at informal resolution shall extend the calendar day time limit to file a written grievance by the number of days informal resolution is pursued.

Section 24. Grievance StepsFormal Procedure

Filing a grievance. To initiate a grievance, the grievant(s) and/or the Union shall submit a written grievance statement of the facts surrounding the grievance, the specific provision(s) of the Agreement allegedly violated, and the remedy requested, and shall specify the (1) grievant(s), (2) date(s) of the alleged violation of the Agreement, (3) provision(s) of the Agreement alleged to have been violated, (4) facts supporting the alleged violation of each provision alleged to have been violated, and (5) relief requested by the grievant(s). All grievances must be filed signed and dated by a union representative or filed electronically from a University or Union email address.

a. Step One (Dean)

The grievant(s) and/or the Union shall file the grievance with the relevant Dean and the head of Labor University Operations within ninety (90) calendar days of the occurrence giving rise to the grievance or within ninety (90) calendar days of the date on which the grievant(s) learned of such occurrence. A GSW who is required by their employment to be temporarily away from the Northeastern campus may file their grievance within ninety (90) calendar days following their return to campus.

The grievant(s), the dean (or they may designate the head of Labor University Operations), and a representative of the Union shall meet and discuss the grievance within five (5) calendar days after such filing. The Dean shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and the Union within ten (10) calendar days from the date on which the meeting was held.

b. Step Two (Provost):

~~A grievance may be submitted to the Provost in cases where the grievant(s) and/or the Union is not satisfied with the decision at Step One, or where the~~ If a grievance is of a campus-wide nature, or ~~If a grievance is not resolved at Step 12, the grievant(s) or union may request that the grievance proceed to Step 23, where the grievance is based on a decision of the Provost. If the grievant(s) and/or the Union is not satisfied with the decision at Step One, the grievant(s) and/or the Union may file a~~ An appeal is submitted in writing to the Provost ~~and; the appeal~~ must be filed within twenty-one (21) calendar days after the written decision of the Dean is received or, if none is received by the due date, within twenty-one (21) calendar days after the due date. Grievances presented initially to the Provost must be filed by the grievant(s) and/or the Union within ninety (90) calendar days of the occurrence giving rise to the grievance or within ninety (90) calendar days of the date on which the grievant(s) and/or the Union learned of such occurrence, whichever is later.

The grievant, the Provost ~~(or they may designate the head of Labor University Operations)~~, and a representative of the Union shall meet and discuss the grievance within five (5) calendar days after such filing. The Provost shall then consider the grievance and be required to render a decision together with the reasons in writing to the grievant(s) and the Union within ten (10) calendar days after the date of the meeting. In the event that the Provost is the subject of grievance, the Union may request a replacement of equal or higher decision making power to fulfill the Provost's Step Two obligations.

c. Step Three (Arbitration)

If the grievance is not resolved to the satisfaction of the Union at Step Two, the Union may submit the grievance, within ninety (90) calendar days of receipt of the written response at Step Two or, if none is received by the due date, within ninety (90) calendar days after the due date, to final and binding arbitration. Notice of the appeal of the grievance to arbitration shall be sent to the President. Within ten (10) calendar days of the President's receipt of such notice from the Union, the University and the Union shall promptly file with the next arbitrator from the agreed upon panel created as defined in Appendix A:

- i. a copy of this Agreement;
- ii. a copy of the written notice, sent to the Provost, of the Union's intention to initiate arbitration; and
- iii. a complete copy of the grievance record.

The arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association or Labor Relations Connector in effect at the date of said submission. The arbitrator, unless the time limit is mutually waived by the parties, shall render a decision not later than forty-five (45) calendar days from the date of the closing of the hearings. The decision and award of the arbitrator shall be final and binding on the parties and shall be in writing, setting forth the opinion and conclusions on the issues submitted to the arbitrator. The arbitrator shall be without authority to add to, subtract from, or modify the terms of this Agreement. The costs of arbitration, exclusive of those incurred by each respective party in preparing and presenting its case, shall be borne equally by the parties.

Section 35. The Union Representation and Rights

The ~~University administrative official with whom the written grievance is filed~~ shall forward a copy of ~~any~~said grievance to the Union's designated campus grievance representative within five (5) calendar days of receipt ~~of said grievance~~. The representative(s) of the Union shall be permitted to be present at any meeting required under the formal grievance procedure, and the Union representative shall be permitted to present the Union's point of view regarding the grievance at such meeting(s).

Any graduate student worker (GSW) may request Union representation at any step of the grievance procedure. Copies of all documents and correspondence filed with respect to the grievance shall be sent to the Union at the time of filing or as nearly thereafter as possible.

Section 6. Implementation

Upon resolution of the grievance, the parties shall implement the remedy within twenty-one (21) calendar days unless otherwise provided by the award of the arbitrator, or by mutual agreement of the parties.

Section 7. No RetaliationReprisal--Witnesses

~~The University shall not retaliate against any bargaining unit members for filing a grievance, or participating in the grievance process consistent with this Agreement. No reprisal of any kind shall be taken against any GSW/graduate student employee because of the filing of a grievance and/or participation in any of the grievance proceedings. All documents generated during the grievance process shall be kept separate from the personnel file or any individual involved in any grievance and from any official departmental student files to which faculty members other than the department head have access.~~ Necessary witnesses or participants in grievance procedures shall be released from their assignments without penalty when necessary.

Section 8. Time Limits

~~All days referred to in this Article shall mean calendar days.~~ Time limits provided herein may be extended or delimited by mutual agreement. Failure of the University to respond to any grievance within the specified time limits of this Article shall mean that the grievant(s) and/or the Union may take said grievance to the next level of the grievance procedure. Failure of the grievant(s) to abide by the time limits set forth in this Article shall result in the grievance being deemed settled on the basis of the last written decision made during the grievance procedure by the University. ~~Any grievance that was filed prior to the end of the semester and has not been resolved to the satisfaction of the grievant(s) and/or the Union prior to the conclusion of the semester shall continue to be processed in accordance with the provisions of this Article, except that the time limits of this Article may be mutually adjusted so as to ensure the availability of all necessary parties to the dispute. Such mutual agreement shall not be used by either party to delay unnecessarily the processing of any grievance not settled prior to the end of the academic year. If mutual agreement is not reached on adjustment of the time limits, the provisions of this Article shall remain whole.~~

Section 9. Expedited Grievance

Grievances concerning discharge or suspensions may be filed with the Campus Contract Administrator within fifteen (15) calendar days of receipt of the termination notice by the union. The Campus Contract Administrator or their designee shall schedule a grievance meeting with the grievant and union within five (5) calendar days following receipt of the grievance. The Campus Contract Administrator shall issue a written response within five (5) calendar days following the grievance meeting.

If the University exceeds any time limit or fails to act within the prescribed grievance processing time limits, the grievant(s) and/or Union may proceed to arbitration.

The time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. In the absence of any such agreement, both parties retain the right to claim procedural arbitrability. For discharge or suspension grievances, no rights or remedies are waived as a result of employing the normal grievance procedure contained elsewhere in this Article rather than expedited grievance procedure.

Section 10. Release Time

The University and the Union shall endeavor to schedule arbitration hearings which do not conflict with the bargaining unit assignments of the grievant or the grievant's representative. If arbitration hearings occur when the grievant, or the grievant's representative have bargaining unit assignments which cannot be rescheduled, the individual(s) with the unresolved scheduling conflict shall be eligible to receive leave with pay for the period of the assignments which cannot be rescheduled, provided the request for such leave is made at least fifteen (15) calendar days in advance of the hearing date.

The University and the Union shall endeavor to schedule the testimony of GSW witnesses when the GSW witnesses do not have bargaining unit assignments. GSW witnesses who are called by the parties to testify shall be eligible to receive leave with pay only for time required for testifying when the GSW has a bargaining unit assignment which cannot be rescheduled, if the request for such leave is made at least fifteen (15) calendar days in advance of the hearing.

Appendix A: Arbitrator Panel

1. ~~The parties shall have ninety (90) days from the effective date of this contract to reach agreement on a panel of arbitrators of at least 150 names who shall preside to hear grievances brought under this Article in accordance with this Agreement and applicable LRC rules. The parties agree that there will be a standing panel of seventeen (17) arbitrators to hear arbitration cases scheduled for hearing pursuant to the provision of this article. If agreement cannot be reached on all seventeen (17) arbitrators, the remaining number needed to complete the panel will be selected alternately by the parties.~~
2. The procedure for modifying the panel shall be as follows:
 - a. Each party shall have the right to eliminate up to two (2) arbitrators from the panel once each calendar year. The party exercising this right shall notify the other party in writing of the name(s) of the arbitrator(s) to be stricken from the panel.
3. In replacing an arbitrator who has been eliminated, declined to participate or who has resigned, or in adding (an) arbitrator(s) to complete the panel, the parties will exchange nominations within sixty (60) calendar days. The party selecting first shall be determined by the flip of a coin. Any arbitrator eliminated in Section 2.a above may not be placed on the panel again.
4. The parties shall jointly send letters to arbitrators chosen for placement on the standing panel and shall request that they agree to participate and comply with the provisions of this agreement.