

## University Second Counter – Grievance and Arbitration 10/11/24

\*The University's second comprehensive contract proposal offered on March 15, 2024 remains on the table as a union contract settlement that the university will sign when and if the Union is interested.

\*The university reserves the right to add to, modify or withdraw proposals as part of the negotiation process, and to offer additional proposals. No agreement applies to any single provision unless there is agreement on a final package.

\*Redlines are to the University's last counter which contained highlighted language to address Union concerns.

### **ARTICLE - tbd GRIEVANCE AND ARBITRATION**

The University or the Union may file a grievance in accordance with the procedure in this article for matters grievable under 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.

It is the objective of the University and the Union to encourage the prompt resolution of grievances in accordance with this Article in the interest of maintaining a safe and productive environment.

Section 1. A grievance may only be filed in writing or by email and shall specify the (1) grievant(s), (2) date 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 within ~~twenty-one fourteen~~ (2114) days after the event, or after the grievant should have become aware of the event, giving rise to the grievance. All grievances must be signed and dated by a Union representative or filed electronically from a University or Union email address. Grievances from personal email addresses shall not be deemed filed. **Any grievance concerning a decision of the Provost that allegedly impacts bargaining unit members in more than one college may be filed directly at Step 3 in one of the relevant colleges, provided all requirements of this paragraph are met.**

#### Section 2 – Grievance Steps.

##### Step 1 (informal discussion)

The University and Union agree that any grievance filed under the grievance process should be informally discussed with the student's immediate supervisor (e.g. faculty member, administrator, Principal Investigator, etc., as the case may

be) or Department Chair. Informal discussions should take place within ten (10) days of the grievance being filed. If the dispute is not mutually resolved within fourteen (14) days of the grievance being filed, the grievance may be presented at Step 2. Grievances not advanced to Step 2 will be deemed concluded with no further action possible under the grievance process, and no right to refile. Grievances that are mutually resolved shall not be precedential.

### Step 2

If the grievance is not resolved at Step 1, the grieving party may request that the grievance proceed to Step 2. Requests to advance the grievance to Step 2 must be filed within five (5) days of the expiration of the fourteen (14) day period in Step 1. Step 2 grievances must be presented to the head of University Labor Operations, with a copy to the relevant associate dean for graduate affairs in the student's college. If the request is timely filed, the University head of Labor Operations or their designee will schedule a meeting to discuss the grievance within ten (10) business days of receiving notice of the grievance. If the grievance is not resolved at the meeting, the University grievance meeting representative shall respond to the grievance within fourteen (14) days of the meeting.

### Step 3

If the grievance is not resolved at Step 2, the grieving party may request that the grievance proceed to Step 3. Requests to advance the grievance to Step 3 must be filed within five (5) days of the Step 2 response or the expiration of the fourteen (14) day period in Step 2 if no response is provided. Step 3 grievances must be presented to the Dean of the grieving party's college, with a copy to the head of University Labor Operations and the relevant associate dean for graduate affairs in the student's college. If the request is timely filed, the Dean or their designee will schedule a meeting to discuss the grievance within ten (10) business days of receiving notice of the grievance. If the grievance is not resolved at the meeting, the University grievance meeting representative shall respond to the grievance within fourteen (14) days of the meeting.

### Step 4

If the grievance is not resolved at Step 3, the grieving party may submit the grievance to arbitration by filing a written request with the other party and the Labor Relations Connection (LRC). The arbitration shall be conducted in accordance with the rules of the LRC in effect on the date of submission to the extent consistent with this Article. The request to arbitrate must be submitted within twenty-one (21) calendar days after one of the following events, as applicable: (1) receipt of the Step 3 grievance response, (2) the expiration of the fourteen (14) day

period following the Step 3 meeting if no response is received after the meeting. Failure to timely request arbitration as provided herein shall constitute a waiver of the grievance. ~~The LRC will process the case in accordance with its prevailing rules.~~ Copies of all correspondence by the Union or the University to the LRC concerning the arbitration shall be served on the other party. The arbitration shall be held in Boston, Massachusetts unless the University and the Union agree in writing to hold it elsewhere.

Section 3. If either the University or the Union timely raises an issue of procedural arbitrability at any time, the arbitrator shall bifurcate the hearing and hear and decide the issue of procedural arbitrability before hearing any evidence or statement regarding the merits of the grievance.

Section 4.

- a. There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator, absent mutual consent between the University and the Union. Accordingly, in the absence of mutual consent of the University and the Union, an arbitrator may not be presented with or rule upon more than one grievance. It is the desire of the University and the Union to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the University and the Union agree otherwise in writing.
- b. The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement. The arbitrator shall have the authority only to decide disputes concerning the interpretation and application of the specific section(s) and article(s) of the Agreement to the facts of the particular grievance presented to them. If the arbitrator finds that the University acted in accordance with its rights under Article III – Academic and Management Rights, the arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any such action taken by the University. The arbitrator shall have no authority to issue any award on an academic matter contemplated by this Agreement.
- c. The decision and award of the arbitrator shall be issued to the University and the Union within thirty (30) calendar days of the close of the arbitration or submission of briefs, whichever is later.
- d. The decision and award of the arbitrator shall be final and binding upon the University and the Union and the employees covered hereby to the extent provided by law.
- e. The fees and expenses of the arbitrator, the hearing room and any hearing transcript shall be shared equally by the University and the Union. In the

event that the Union withdraws the case prior to hearing and a cancellation fee is incurred, the Union shall be solely responsible for the fee.

Section 5. Failure of the Union to meet any deadline at any step of this grievance procedure, or to meet the procedural steps in Section 1, shall constitute a waiver of the right to grieve or of the grievance, as applicable, and no further action may be taken. The failure of the University to provide a response to the grievance within the time provided above in any grievance step shall permit the Union to proceed to the next step of the grievance process. Time is of the essence, and any time limits in this Article can only be waived or extended by the written agreement of the University and the Union. For purposes of calculating time limits under this Article, “days” shall not include University observed holidays as defined by the University Holiday Schedule, as it may be amended from time to time, which is herein incorporated by reference.

Section 6. A grievance alleging a violation of the Agreement by the Union which is initiated by the University shall be presented in writing to and discussed with the lead Union Steward within fourteen (14) calendar days of the later of the act or omission giving rise to the grievance or the date the University knew or should have known of the act or omission giving rise to the grievance. If such a grievance is not resolved within fourteen (14) calendar days after this discussion, it may be submitted to arbitration by the University in accordance with Step 4 of this Article.

Section 7. The parties agree that they will make every reasonable effort to schedule arbitrations at times that do not conflict with the teaching or research schedules of graduate students who either party anticipates will be attending the arbitration as a grievant or a witness. Bargaining unit members who are unable to appear in person due to a conflict may testify remotely if both parties agree. Absent agreement, the arbitration hearing record may be held open until testimony in person is possible.

Section 8. Representatives of the Union shall be permitted to attend any of the grievance step meetings, unless a representative is a student and attendance at a step meeting conflicts with that student’s work commitments. Union representatives are free to present the Union’s point of view regarding the grievance at such meetings. The Union shall provide the University with a list of individuals who may represent the Union and grievants in step meetings, and shall update that list at the start of each semester.

Section 9. The University shall not retaliate against any bargaining unit members for filing a grievance, or participating in the grievance process consistent with this Agreement.

Section 10. Grievances filed pursuant to this article prior to the end of the semester shall continue if the relevant time periods carry over into a new semester. The parties agree to adjust time limits as necessary to accommodate winter break where representatives and/or the grievant(s) may not be available. Such mutual agreement shall not be used by either party to delay the processing of any grievance.

Section 11. 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 15 names who shall preside to hear grievances brought under this Article in accordance with this Agreement and applicable LRC rules. The LRC shall utilize this panel when selecting an arbitrator for a particular grievance, and the LRC shall provide an initial list of ten arbitrators. If the parties are unable to agree to a panel within this time period, the LRC shall utilize its normal roster. On the anniversary date of the effective date of this Agreement, each party may strike one (1) arbitrator from the agreed-upon panel of 15 arbitrators. In the event of a vacancy on the agreed-upon panel, whether by retirement, death or the preceding sentence, the parties shall meet to discuss a replacement arbitrator. If they are unable to agree, then the LRC shall be free to supplement the agreed-up panel with arbitrators from its roster, except that it may not use an arbitrator stricken from the agreed-upon panel. selection of arbitrators shall revert to the LRC process.