

ARTICLE \_\_\_\_

GRIEVANCE AND ARBITRATION

(TRACKING CHANGES FROM UNIVERSITY PROPOSAL IN 5/3/19 PACKAGE)

Section 1. The Parties agree that all problems should be resolved whenever possible before the filing of a grievance, and they wish to encourage open communication between managers and Postdoctoral Research Associates, so that the formal grievance procedures will not normally be necessary.

Section 2. Definitions:

- (a) A grievance is a claim that there has been a violation of a specific term(s) or provision(s) of this agreement or of those conditions of employment, which are specified in this agreement.
- (b) A grievant may be an individual employee, a group of employees, or the Union on behalf of an individual or group of employees. It is understood that when the Union grieves on behalf of an employee or a group of employees, it shall identify the individual(s).

Section 3. **Step 1.** If the grievance is not resolved through informal discussion, it must be reduced to writing, dated, and presented to the department head (or dean for non-departmentalized schools) within thirty (30) calendar days after the event or after the grievant becomes aware or should have become aware of the event giving rise to the grievance. The written grievance must describe the claimed contract violation and identify the provision of the Agreement allegedly violated. If requested, the department head will meet with the grievant and the union representative. The department head shall provide a written response to the grievance within fifteen (15) calendar days following receipt of the written grievance.

Section 4. **Step 2.** If the grievance is not resolved at Step 1, the grievant may within ten (10) calendar days appeal to the Provost, or designee. The grievant, representatives of the Union and the Provost or designee and University's representatives will meet within ten (10) calendar days of receipt of such appeal in an attempt to resolve the grievance. The department head may attend the meeting. If the matter is not resolved, the Provost, or designee will provide a written decision on the grievance within fifteen (15) calendar days of the meeting.

Section 5. **Grievances Concerning Discrimination.** If the grievance alleges sexual harassment or sexual assault, the filing deadline shall be extended to one hundred eighty (180) calendar days. In the event an investigation is being conducted by the Office of Institutional Equity ("OIE") concerning alleged violations of the University's *Policy Against Discrimination, Harassment and Related Interpersonal Violation*, any grievance filed under Article \_\_\_\_ [Non-Discrimination & Harassment] concerning those alleged violations shall be filed directly to Step 2 and shall be held in abeyance up to sixty (60) calendar days, provided interim remedial measures are imposed to protect the grievant from discrimination and retaliation, if

applicable. Such measures shall be discussed with the Union. The parties shall commence the Step 2 grievance process at the conclusion of the abeyance period, pursuant to this section or any other further period to which the parties agree. In accordance with this subsection, the grievant, representatives of the Union and the Provost or designee and University's representatives will meet in an attempt to resolve the grievance. The department head may attend the meeting. If the matter is not resolved, the Provost, or designee will provide a written decision on the grievance within fifteen (15) calendar days of the commencement of the Step 2 process.

Section 6 . **Step 3. Arbitration:**

- (a) If the grievance is not resolved at Step 2, the Union may, within twenty-one (21) calendar days from receipt of the written step 2 decision, appeal the decision to arbitration by written request to the University.
- (b) The parties may agree to a list of arbitrators who will preside over grievances appealed to arbitration, including accelerated arbitration as set forth in Section 6 of this Article. If the parties do not reach agreement on a list of arbitrators the parties will follow the selection rules in place at the time of the filing of the grievance.
- (c) The labor arbitration rules of the American Arbitration Association (AAA) shall apply to the arbitration. The arbitrator shall issue a decision within thirty (30) calendar days of the close of the hearing. The parties agree that any decision issued within sixty (60) calendar days of the close of the hearing shall be valid. By mutual written agreement, the parties may extend this time limit.
- (d) The expense of such arbitration (cost of meeting room, if any, arbitrator's fee and expenses, and transcript cost, if any) shall be split equally between the parties.
- (e) The parties shall make reasonable efforts to schedule arbitration hearings promptly and, where feasible, within forty-five (45) calendar days of the designation of the arbitrator.

Section 7 . Accelerated arbitration for dismissal. If the Union pursues an appeal of the University's decision to dismiss a Postdoc for whom attending the arbitration hearing shall create a substantial hardship, the Union shall notify the University in writing within three (3) calendar days from the notice of dismissal of the request to appeal to an accelerated arbitration.

Such request to accelerate the arbitration does not automatically waive the Step 2 meeting. The Step 2 meeting will take place within five (5) calendar days of the Union's request for accelerated arbitration, and a written decision on the grievance will be provided within two (2) days of the meeting. Upon notice of the Union's election to proceed with accelerated arbitration, the University and the Union make a good faith effort to schedule a hearing within thirty (30) calendar

days of the dismissal. If the grievance is resolved at Step 2, the parties will equally share any cancellation fee incurred.

Nothing in this section shall preclude the Union and the University from agreeing to a sole arbitrator(s) who will agree to handle dismissals in an expedited manner.

Section 8 . In rendering a decision, the arbitrator shall be governed and limited by the provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement, or to decide matters outside the issue submitted to arbitration. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the Postdoc whole for the remainder of their appointment period. The decision of the arbitrator shall be final and binding subject to statutory provisions.

Section 9 . Failure at any step of this grievance procedure to appeal a decision within the specified time limits shall be considered acceptance by the Postdoctoral Research Associate and/or Union of the decision rendered and such decision shall be binding upon the Postdoctoral Research Associate and/or Union. Failure of the University to respond to any grievance during the time limits specified at any steps shall allow the member and/or Union to proceed to the next step. By mutual written agreement, the parties may extend the time limits in this Article.

Section 10 . Only the Union may appeal denial of a grievance to arbitration.

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