

Article XX

Grievances and Arbitration

Section 1. Definition and Scope of Grievances

A grievance is defined as any dispute, complaint, or allegation related to unfair treatment of GEs by their direct supervisor(s) or the University, including but not limited to violations of the collective bargaining agreement, university policies, or any applicable laws. The scope of grievances may cover issues, including but not limited to compensation, workload, working conditions, discrimination, and any other matter affecting the terms, status, rate, and conditions of employment for GEs.

All days referred to in this Article shall mean calendar days.

Section 2. Informal Resolution

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

Section 3. Formal Procedure

If the grievance is not informally resolved, or the GE(s) wishes to bypass the informal step, the GE(s) or union representative(s) may submit a formal grievance to the University. To initiate the formal grievance procedure, the grievant(s) and/or the Union shall submit a written statement of the facts surrounding the grievance, the specific provision(s) of the agreement allegedly violated, and the remedy requested. The following outlines the submission process:

Step One (Dean or Equivalent Leadership):

The formal grievance shall be submitted in writing to the relevant Dean within ninety (90) days of the event giving rise to the grievance or within ninety (90) days of the grievant learning of the event. There shall be no time limit for filing a grievance if the grievant is alleging harassment or discrimination. A GE who is required by their employment to be away from the UNH campus may file their grievance within ninety (90) days following their return to work.

The grievant(s), the Dean, and a representative of the Union shall meet and discuss the grievance within seven (7) days. The Dean shall then consider the grievance

and render a decision along with the reasons in writing to the grievant(s) and the Union within seven (7) days from the date the meeting was held.

Step Two (Provost):

A grievance may be submitted to the Provost in cases where the grievant(s) is not satisfied with the decision at Step One, or at the discretion of the grievant(s). The grievant(s) and/or the Union may file an appeal in writing to the Provost; 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, and a representative(s) of the Union shall meet and discuss the grievance within seven (7) calendar days after such filing. The Provost shall then consider the grievance and be required to render a decision in writing with the reasons to the grievant(s) and the Union within ten (10) calendar days after the meeting date. If 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.

Section 4. 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 University President. Within ten (10) calendar days of the University President's receipt of such notice from the Union, the University and the Union shall promptly file with the subsequent 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, which will be 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 5.

The University shall have the following remedies or interim/supportive measures available, including but not limited to: change to a different workstation, schedule, work location, building, supervisor, unit, department, or position appropriate for the GE, provided that, in the case of a Grievant, the change is equitable; training and education of a Respondent; no contact remedies, including mutual no contact orders. The GE must receive a decision within two (2) days. If a request has been approved and cannot be met immediately, a reasonable timeline for meeting the request shall be provided within two (2) days. If the University cannot meet the request as specified initially, the decision must come with an explanation for not meeting the original accommodation request and an alternative way to satisfy the relevant access needs of the GE at no cost to the GE.

Section 6. The Union Representation and Rights

The administrative official with whom the written grievance is filed shall forward a copy of said grievance to the Union's designated campus grievance representative within five (5) calendar days of receipt. 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 allowed to present the Union's point of view regarding the grievance at such meeting(s).

Any GE may request Union representation at any step of the grievance procedure. Copies of all documents and correspondence filed concerning the grievance shall be sent to the Union at the time of filing or as nearly thereafter as possible.

Section 7. Implementation

Upon resolution of the grievance, the parties shall implement the remedy within ten (10) calendar days unless otherwise provided by the award of the arbitrator or by mutual agreement of the parties.

Section 8. No Reprisal

No reprisal of any kind shall be taken against any GE because of the filing of a grievance and/or participation in any grievance proceedings.

Section 9. Confidentiality

All documents generated during the grievance process shall be kept confidential.

Section 10. Time Limits

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 11. Expedited Grievances

Expedited grievances, as outlined in relevant articles, may be filed with the Campus Contract Administrator and progress as described below. For grievances related to termination, the union may file for an expedited grievance 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(s) 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 immediately proceed to arbitration.

The time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. 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 an expedited grievance procedure.

Section 12. 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 GE witnesses when the GE witnesses do not have bargaining unit assignments. GE 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 GE 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.

Necessary witnesses or participants in grievance procedures shall be released from their assignments without penalty or reduction in pay to partake in grievance proceedings.

Appendix A: Arbitrator Panel

1. 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 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.