

Article XX

Grievances and Arbitration

Section XX.1. Definition and Scope of Grievances

A grievance is a claim by an individual GE, a group of GEs or the Union that the University or ~~a direct supervisor~~ **its agents** has violated a specific term of this Agreement. Grievances shall be processed according to this Article. All days referred to in this Article shall mean calendar days.

Section XX.2. Informal Resolution

The parties support the resolution of problems at the lowest possible level and, therefore, encourage informal discussions to resolve problems without the grievance procedure. The ~~University, Union, and GE shall discuss the informal procedure. If all parties agree, the GE, and a Union representative if the GE so desires, shall discuss the grievance with the GE's immediate supervisor at the time of the event or at the time the employee learns of the event in an effort to resolve the grievance. Interim measures for the grievant and/or respondent will also be discussed and implemented at this step.~~ The University and the Union may agree to bypass this step or to have the informal discussion with another supervisor. Requests to waive the informal step shall not be unreasonably denied. If the grievant is alleging bullying, discrimination, harassment, sexual harassment or sexual assault by their supervisor, the University shall automatically grant the request to bypass the informal step. Resolutions at the informal resolution step, although final, shall not be precedential. Informal resolution may be terminated at the discretion of the Grievant(s). ~~Informal resolutions of grievances shall not set precedents.~~

Section XX.3. Formal Procedure

If the grievance is not resolved through the informal procedure, 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 of the grievance, the specific provision(s) of the agreement allegedly violated, and the remedy requested. If the informal procedure enumerated in Section XX.2 has been bypassed, interim measures for the grievant and/or the respondent will also be discussed **between the parties** and **may be implemented by the University** at this step. **The University may unilaterally implement interim measures before this step.** The following outlines the submission process:

1. Step One (Dean or Equivalent Leadership):

The formal grievance shall be submitted in writing to the University's contract administrator with a copy to the relevant Dean or Dean of the Graduate School, within ninety (90) days of the event giving rise to the grievance or after the grievant becomes aware of the event giving rise to

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the grievance. ~~There shall be no time limit for filing a grievance if the grievant is alleging discrimination, bullying, harassment, sexual harassment, or sexual assault.~~

The grievant(s), the appropriate administrator, and a representative of the Union shall meet and discuss the grievance within ~~ten~~ **twenty-one (21)** days. The University shall then consider the grievance and render a decision along with the reasons in writing to the grievant(s) and the Union within ten (10) days from the date the meeting was held.

2. 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. The grievant(s) and/or the Union may file an appeal in writing to the University's contract administrator with a copy to the Provost. The appeal must be filed no more than twenty-one (21) days after the written decision of the University 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 thirty (30) days of the event giving rise to the grievance or after the grievant(s) becomes aware of such event.

The grievant, the Provost or designee, and a representative(s) of the Union shall meet and discuss the grievance no more than ~~fourteen~~ **twenty-one (21)** days after such filing. The Provost shall then consider the grievance and render a decision in writing with the reasons to the grievant(s) and the Union no more than fourteen(14) 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 XX.4. Arbitration

If the grievance is not resolved to the satisfaction of the Union at Step Two, the Union may submit the grievance no more than sixty (60) days of receipt of the written response at Step Two or, if none is received by the due date, within twenty-one (21) 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's contract administrator. Within ten (10) days of the University's receipt of such notice from the Union, the University and the Union shall exchange proposed arbitrators to reach a mutual agreement

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 extended by the parties, shall render a decision not later than sixty (60) 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, or to

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decide matters outside the issue submitted to arbitration. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the GE whole for the remainder of the GE's appointment period. The decision of the arbitrator shall be final and binding subject to statutory provisions.

The University and the Union will first endeavor to agree on an arbitrator from the list of neutrals maintained by NH PELRB. Either Party may submit names of suggested arbitrators to the other Party. If an arbitrator is not selected by mutual agreement, the arbitrator will be selected through the procedures of the American Arbitration Association. A decision on whether to mutually agree on an arbitrator or to select an arbitrator through the American Arbitration Association shall be made within ten (10) days after the initiation of Arbitration, and the arbitrator will be selected no later than twenty-one (21) days after the initiation of Arbitration. If an arbitrator is not mutually selected within ten (10) days, the union shall immediately initiate arbitrator selection with AAA.

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. The parties shall agree in advance of the hearing, or at the direction of the selected arbitrator, to the use of a court reporter.

Section XX.5.

At the request of the Grievant, the University, Union, and GE will meet to discuss interim measures for the purpose of protecting the safety of the Grievant during the grievance process. This meeting shall take place within one week of the Grievant's request. ~~A decision on interim measures and a reasonable timeline for their implementation shall be provided within two (2) days of this meeting. 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 XX.6. Confidentiality

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

Section XX.7. 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 withdrawn with prejudice and resolved. 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

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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 XX.8. Expedited Grievances

Expedited grievances, as outlined in relevant articles, may be filed with the University's contract administrator and progress as described below. For grievances related to termination, the union may file for an expedited grievance within fifteen (15) days of receipt of the termination notice by the Union. The University shall schedule a grievance meeting with the grievant(s) and Union within ~~seven~~fourteen (14) days following receipt of the grievance. The University's ~~contract administrator~~ shall issue a written response within ~~five~~fourteen (14) days following the grievance meeting.

If the University unilaterally 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 XX.9. Scheduling

The University and the Union shall endeavor to schedule arbitration hearings that do not conflict with the bargaining unit assignments of the grievant.

The University and the Union shall endeavor to schedule the testimony of GE witnesses when the GE witnesses do not have bargaining unit assignments. Necessary witnesses or participants in grievance procedures shall be released from their assignments without penalty or reduction in pay to partake in grievance proceedings if the request is made at least fifteen (15) days in advance of the proceedings.

Section XX.10. Implementation

Upon resolution of the grievance, the parties shall implement the remedy within ~~fourteen~~thirty (30) calendar days unless otherwise provided by the award of the arbitrator or by mutual agreement of the parties.