

ARTICLE ____
GRIEVANCE AND ARBITRATION

Section 1. A grievance is a claim by an individual GW, a group of GWs or the Union that the University has violated a specific term of this Agreement or otherwise taken adverse action affecting any member of the bargaining unit. Grievances shall be processed according to this Article.

Section 2. The parties support the resolution of problems at the lowest possible level and, therefore, encourage, but do not require, informal discussions to resolve problems without the grievance procedure. The GW, and a Union representative if the GW so desires, may discuss the grievance with the GW's immediate supervisor at the time of the occurrence or at the time the employee learns of the occurrence in an effort to resolve the grievance. Mutually recognized resolutions from pre-grievance discussions, although final, shall not be precedential.

Section 3. Step 1. If the grievance is not resolved through such informal discussion, it must be reduced to writing, dated, and presented to the department or program head within thirty (30) days after the event(s) or after the Union became aware of the event(s) giving rise to the grievance. If the grievant is alleging harassment or discrimination, the filing deadline shall be extended to one hundred eighty (180) days. The written grievance must describe the claimed contract violation and identify the provision of the Agreement allegedly violated. If requested, the department or program head will meet with the grievant(s) and the union representative. The department or program head shall provide a written response to the grievance within seven (7) days following receipt of the written grievance. In the event an investigation is being conducted by the Office of Talent & Inclusion concerning the same actions, the time within which the written response must be served shall be extended by fifteen (15) days, provided interim remedial and/or supportive measures are imposed to protect the grievant from discrimination and retaliation. Such measures shall be discussed with the Union. If the grievance is against the department or program head, Step 1 may be filed with the relevant Dean or designee.

Section 4. Step 2. If the grievance is not resolved at Step 1, the grievant(s) may within fifteen (15) days appeal to the Dean of Graduate Studies. The grievant, representatives of the Union and the Dean of Graduate Studies or designee and University's representatives will meet within seven (7) days of receipt of such appeal in an attempt to resolve the grievance. The department head or program head may attend the meeting. If the grievance is filed at Step 1 to the relevant Dean or designee per Section 3, the Union may appeal the grievance to the Provost. If the matter is not resolved, the Dean of Graduate Studies or designee or Provost will provide a written decision on the grievance within seven (7) days of the meeting.

Section 5. Step 3. Arbitration:

- a) If the grievance is not resolved at Step 2, the Union may, within twenty-one (21) days from receipt of the written step 2 decision, appeal the decision to arbitration by written request to the University.
- b) The parties agree to select an arbitrator pursuant to the rules of the American Arbitration Association (AAA) or the Labor Relations Connection.
- c) The respective labor arbitration rules of the AAA or the Labor Relations Connection shall apply to the arbitration.
- 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 every reasonable effort to schedule arbitration hearings promptly.

Section 6. 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. The decision of the arbitrator shall be final and binding subject to statutory provisions.

Section 7. Failure at any step of this grievance procedure to appeal a decision within the specified time limits shall be considered acceptance by the GW and/or Union of the decision rendered and such decision shall be binding upon the GW and/or Union. Failure of the University to respond to any grievance during the time limits specified at any steps shall allow the grievance to be awarded as written.

Section 8. By mutual written agreement, the parties may extend the time limits in this Article.

Section 9. Only the Union may appeal denial of a grievance to arbitration.