

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~~ 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 and to the WPI Office of Talent and Inclusion within ~~thirty~~ thirty (~~30~~) working days after the event(s) or after the ~~Union grievant~~ Union became aware ~~or should have become 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 and state the remedy requested. 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 ~~ten~~ fourteen (~~10~~) working days following receipt of the written grievance ~~or following the requested meeting with the department or program head, whichever is later~~. 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 ~~twenty~~ thirty (~~20~~) working days, provided interim remedial and/or supportive measures are imposed to protect the grievant from discrimination and retaliation if such measures are requested by the grievant(s). 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.

~~Allegations that a GW has been discriminated against or harassed in the WPI workplace for other protected areas under this Agreement will be processed in accordance with WPI policies and procedures and are not subject to the grievance and arbitration provisions of this Agreement.~~

Section 4. Step 2. If the grievance is not resolved at Step 1, the grievant(s) may within ~~fourteen~~ seven (~~14~~) working 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, as determined by the University, will meet within ~~10~~ seven (~~10~~) working 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 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~~ ~~Provost~~ will provide a written decision on the grievance within ~~seventenseven (7+07) working~~ 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) working days from receipt of the written step 2 decision, appeal the decision to arbitration by filing a demand for arbitration with the Labor Relations Connection or the American Arbitration Association (AAA)~~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 or the AAA.
- c) The respective labor arbitration rules of the AAA or the Labor Relations Connection shall apply to the arbitration.
- d) ~~The initial filing fee will be paid by the Union.~~ 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. ~~In disciplinary cases, the remedy available to the arbitrator shall not exceed making the GW whole for the remainder of the GW's appointment period in place at the time of the incident which gave rise to the grievance.~~ 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 grievant(s) and/or the Union to proceed to the next step of the grievance process. 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.

~~**Section 10. The filing or pendency of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject, however, the final decision of the Arbitrator.**~~