

ARTICLE XX. GRIEVANCE & ARBITRATION
HAW-UAW Counter Proposal October 31, 2024

ARTICLE XX
GRIEVANCE AND ARBITRATION

Section A. The Union may process a grievance in accordance with the procedure outlined in this Article. A grievance is any dispute concerning the interpretation, the application, or claimed violation(s) of a specific provision(s) of this Agreement.

Section B. **Initial Oral Discussion**

1. The Parties support the resolution of problems at the lowest possible level and, therefore, encourage but do not require informal discussions to resolve problems. An Employee has the right to Union representation at such informal discussions or meetings. At the beginning of such informal discussions, the Employer shall notify the Employee of their right to Union representation and to their rights within this Article.

2. Mutual resolutions of the complaint at the initial oral discussion shall be in writing, ~~and although final~~, and shall not be ~~precedential nor~~ inconsistent with this Agreement.

Section C. Only the Union may file grievances under this Article. Regardless of any efforts to informally resolve a complaint, any formal grievance must be filed by the Union at Step One of this Article within one (1) calendar year ~~thirty (30) business days~~ after the event or after the Union ~~should have become~~ has become aware of the event, giving rise to the grievance.

Section ~~DE~~. Step 1 of Grievance

The Union may file any grievance with the ~~appropriate~~ first line supervisor or department chair or comparable director in units with no department chair for resolution in accordance with this Article. A copy of the grievance shall also be sent by the Union to the Director of the Office of Labor and Employee Relations.

1. The grievance shall be in writing and state pertinent facts of the case, the provision(s) of the Agreement alleged to have been violated, and a statement of the desired outcome.
2. Within five (5) business days of receipt of the grievance, the first line supervisor or department chair or director shall meet with the grievant(s) and the Union representative(s) to discuss the grievance in an effort to reach a resolution.
3. Following the meeting in section C.2, the first line supervisor or department chair or director shall have five ~~three (53)~~ business days to provide a written response to the grievance, with proposed resolution and justification.

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~~4. If a resolution is not reached, the Union may proceed with the procedure outlined in Section D.~~

Section ~~E~~. Step 2 of Grievance

In the event the response to the Step 1 grievance is unsatisfactory, then within fifteen (15) business days of receiving the Step 1 response, ~~the~~ Union may ~~proceed~~ appeal the grievance to the Dean of the School or the Provost for resolution in accordance with this Article.

1. The grievance shall be in writing and state pertinent facts of the case as clearly and concisely as possible, the provision(s) of the Agreement alleged to have been violated, and a statement of the desired outcome.
2. Within five (5) business days of receipt of the grievance, the Dean or Provost shall meet with the grievant(s) and the Union representative(s) to discuss the grievance in an effort to reach a resolution.
3. Following the meeting in Section D.2, the Dean or Provost shall have ~~five~~ three (3) business days to provide a written response to the grievance, with proposed resolution and justification.
4. In the event that the resolution proposed by the Dean or Provost is deemed unacceptable by the Union and the Employee, the Union may file a follow-up meeting with the Dean or Provost. Only the Union may enact this process.
5. Within five (5) business days of receipt of the request described in Section D.4, the Dean or Provost shall meet with the grievant(s) and the Union representative(s) in an effort to reach a resolution ~~where a new resolution will be negotiated~~. Section D.5 may be iteratively enacted as needed by the Union.
- ~~6. If a resolution is not reached, the Union may proceed with the arbitration procedure outlined in Section E.~~

Section E. Arbitration

In the event the response to the Step 2 grievance is unsatisfactory, then within thirty (30) business days of receiving the Step 2 response, the Union may appeal the decision to arbitration by submitting written notice to the University. ~~A grievance may be appealed to arbitration by the Union.~~ Only the Union may process a grievance to arbitration.

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1. The Union will request a list from the American Arbitration Association or the Labor Relations Connection within fifteen (15) business days from its notice of appeal to the University and selection shall be made in accordance with the voluntary labor arbitration rules of that body.
2. Arbitration will be conducted in accordance with the rules of the American Arbitration Association or the Labor Relations Connection.
3. Each party shall bear the expense of preparing and presenting its own case. The compensation, fees, and expenses of the Arbitrator shall be borne equally by the Union and the University. If the parties agree to have the hearing transcribed, the parties will share equally in the cost of the transcription.
4. The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement.
5. The decision of the arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award.
6. The arbitrator shall render a decision on the grievance within thirty (30) calendar days of the close of the hearing, or the filing of briefs, whichever is later.

Section F. Employees who are dismissed or suspended shall be permitted to file their grievance at the Step 2.

Section G. Failure by the Employer to communicate its response within the specified time limits or failure by the Employer to notify the grievant(s) of their rights as described in this article shall permit the Union to proceed to the next step of the grievance procedure described in this Article and shall constitute an additional violation of this Agreement.

Section H. Failure by the Union 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. All time limits herein may be extended by mutual agreement expressed in writing.