

ARTICLE XX. GRIEVANCE & ARBITRATION
HAW-UAW Counter Proposal December 12, 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 p~~Parties support the resolution of problems at the lowest possible level and, therefore, encourage but do not require informal discussions to resolve problems. ~~In order to facilitate a timely resolution on grievances, the employee, group of employees or the Union are encouraged, but not required, to discuss the problems with the immediate supervisor to whom they report. An E~~employee has ~~The employee or group of employees shall have~~ the right to Union representation for such informal discussions or meetings. ~~At the beginning of such informal discussions, the Employer shall notify the Employee of their right to Union representation.~~as well as throughout any formal grievance procedure steps.
2. ~~The parties are encouraged to attempt to resolve the problems informally but if they are unable or choose not to do so, the Union may file a grievance under Section 3 and 4 below.~~ The timeline set forth in Section C for filing a grievance is not tolled by any informal discussions that may have taken place under this section.
3. Mutual resolutions of the complaint at the initial oral discussion shall be in writing, ~~and although final~~ **final** and shall not be precedential nor inconsistent with this Agreement. **If the parties wish to make such a resolution precedent-setting, they Union and the Employer shall execute a memorandum of understanding in consultation with The Office of Labor and Employee Relations to that effect.**

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 hundred eighty (180) thirty (30)~~ business days after the event, or after the ~~Union has should have~~ become aware of the event, giving rise to the grievance. **An Employee who is required by their employment to be temporarily away from the Harvard campus may file their grievance within one hundred eighty (180) thirty (30) business days following their return to campus.**

Section D. Step 1 of Grievance ~~Process~~

The Union may file any grievance with the first line supervisor or department chair or comparable director in units with no department chair for resolution in accordance with this Article.

1. The Step 1 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;

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and a statement of the desired outcome ~~remedy. This written grievance shall be submitted by the Union to the first line supervisor or department chair or designee (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.

2. Within ~~ten (10)~~ **five (5)** ~~fifteen (15)~~ business days of receipt of the Step 1 grievance, the supervisor, ~~or department chair or designee, or director or designee~~ shall meet with the Union representative(s) to discuss the grievance in an effort to reach a resolution. ~~where the grievance will be presented in an effort to resolve the grievance.~~
3. Following the meeting, the first line supervisor, ~~or department chair or director or their designees~~ The supervisor, department chair, director or their designees shall have **ten (10)** ~~fifteen (15)~~ ~~fourteen (14)~~ business days after the meeting to provide a written response to the grievance.

~~D. Mutual resolutions of the grievance at Step 1, although final, shall not be precedential.~~

Section E. Step 2 of Grievance

1. In the event the response to the Step 1 grievance is unsatisfactory, then within fifteen (15) ~~ten (10)~~ business days of receiving the Step 1 response, the Union may appeal the grievance to the Dean, ~~the Provost, or designee~~ or to the next level of management above the first line supervisor for those who do not report through academic lines.
2. Within **five (5)** ~~fifteen (15)~~ ~~twenty (20)~~ business days of receipt of the grievance, the ~~EmployerUniversity~~ representative ~~or designee~~ shall meet with the Union representative(s) ~~at this level shall conduct a meeting to discuss the grievance and explore potential resolution.~~ resolve the dispute within twenty (20) business days of the receipt of the grievance.
3. Following the meeting, the ~~EmployerUniversity~~ representative shall have **ten (10)** ~~fifteen (15)~~ business days to provide a written response to the grievance. ~~The Dean or designee or manager or designee shall provide the Union with a written response within fourteen (14) business days of the meeting.~~

Section F. Step 3 of Grievance

~~In the event the response to the Step 2 grievance is unsatisfactory, the Union shall have the right to appeal to Step 3 by filing the written grievance with the Office of Labor and Employee Relations within **fifteen (15)** ten (10) business days after the written answer at Step 2. The grievance shall be taken up at a meeting between the Director of Labor and Employee Relations or their designee and a Union representative(s) within **fifteen (15)** fourteen (14) business days after the grievance was filed at Step 3. The Director of the Office of Labor and Employee Relations or their designee shall provide the Union with a written response within~~

~~thirty (30) business days after such meeting.~~

Section FG. Arbitration

1. In the event the response to the Step 23 grievance is unsatisfactory, then within thirty (30) business days of receiving the Step 23 response, the Union may appeal the decision to arbitration by submitting written notice to the EmployerUniversity. ~~A grievance not resolved at Step 3 may be appealed to arbitration by the Union provided the Union gives written notice to the University within thirty (30) business days of the Step 3 denial by the Office of Labor and Employment Relations.~~

Only the Union may process a grievance to arbitration.

The parties shall attempt to agree upon an arbitrator. If such agreement is not reached within ten (10) business days after the Union's written demand for arbitration, the Union may request in writing to the American Arbitration Association or the Labor Relations Connection that the arbitrator be selected in accordance with the agency's rules applicable to labor arbitrations.

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 EmployerUniversity. If the parties agree to have the hearing transcribed, the parties will share equally in the cost of the transcription.
- ~~4. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.~~
5. The arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement. ~~The arbitrator shall have no jurisdiction or authority to issue any award changing, modifying, or restricting any action taken by the University on matters reserved to the University's discretion as per Article XX (Management Rights) unless those actions are restricted by other terms of this Agreement.~~
6. 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.
7. The arbitrator shall render a decision on the grievance within thirty (30) calendar business days of the close of the hearing, or the filing of briefs, whichever is later. The decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.

~~8. Bifurcation~~

- ~~a. The arbitration process shall be bifurcated where the University has raised an issue or issues of grievability or arbitrability either in its Step 3 response or in some other written communication to the Union during the grievance process. In such cases, the arbitrator shall first hear the grievability or arbitrability claims in an initial hearing and issue a decision on such claims. If the arbitrator finds that the grievance is not arbitrable, the grievance will be dismissed and no further proceedings will take place. If the arbitrator finds that the grievance is arbitrable, they shall then schedule a separate hearing on the merits of the grievance.~~
- ~~b. The arbitrator shall not be disqualified from hearing the merits of the case by reason of having determined arbitrability.~~

Section H. Time Limits

1. Failure by the Union to comply with the time limitations of this Article at any of the Steps, including the initial filing of the grievance, shall constitute a forfeiture of the right to pursue the grievance and shall preclude any further processing of the grievance.
2. Failure by the ~~Employer~~University at any Step to communicate its response within the specified time limits shall permit the Union to proceed to the next Step **and shall constitute an additional violation of this Agreement.**
3. All time limits herein may be extended by mutual agreement expressed in writing.

Section I. Employees who are dismissed or suspended shall be permitted to file their grievance at Step **23**.

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

Section K. Unless otherwise stated in writing by the ~~Employer~~University and Union, any mutual resolution of grievances at any step shall not be precedential nor inconsistent with this Agreement.