ARTICLE 6
GRIEVANCE AND ARBITRATION

Section 1. A SW, a group of SWs, or the Union who have a complaint 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 2. Initial Oral Discussion

A. In order to facilitate a timely resolution on a SW, group of SWs, or the Union's complaint(s), the SW, group of SWs, or the Union are encouraged, but not required, to discuss the problems with the immediate supervisor or faculty member to whom they report. The SW or group of SWs shall have the right to union representation for such informal discussions as well as throughout any formal grievance procedure steps.

The parties are encouraged to attempt to resolve the problems informally but if they are unable or choose not to do so, a SW, group of SWs or the Union may file a grievance under Section 4 below. The timeline set forth in Section 3 for filing a grievance is not tolled by any informal discussions that may have taken place under this section.

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

Section 3. Any formal grievance must be filed at Step One of this Article within thirty-five (35) business days after the event, or after the grievant should have become aware of the event, giving rise to the grievance. A SW who is required by their employment or by their academic duties to be temporarily away from the Harvard campus may file their grievance within thirty-five (35) business days following their return to campus.

Section 4. Grievance Process

<u>Step 1.</u>

A. 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 and a statement of the desired outcome. This written grievance shall be submitted electronically to the Office of Labor and Employee Relations (OLER) for resolution in accordance with this article. If the grievance involves a specific school, department or unit, the grievance should simultaneously be submitted to the appropriate department chair or comparable director in units with no department chair. If a SW or group of SWs files the grievance without the Union, the University will notify the Union of such filing.

B. Within five (5) business days of receipt of the Step 1 grievance, OLER, the department chair, director or designee shall meet with the grievant(s) and/or the Union representative where the grievance will be presented in an effort to resolve the grievance.

C. OLER, the department chair, director or designee shall have five (5) business days to provide a written response to the grievance. OLER and the Union may, by mutual agreement, have an off-the-record meeting to discuss the written response if both believe such a meeting would contribute to the resolution of the grievance or significantly advance the grievance process.

D. Mutual resolutions of the grievance at Step 1, although final, shall not be precedential. If the mutual resolution is between a SW or group of SWs without the Union being involved, then such resolution shall also not be inconsistent with this Agreement.

E. If the grievance is against the Department Chair, or comparable director in units with no department chair, Step 1 may be filed with OLER and the relevant Dean or designee.

Step 2

In the event the response to the Step 1 Grievance is unsatisfactory to the Union, the Union may appeal the grievance to Step 2. The Step 2 appeal shall be submitted electronically to the Provost's Office (copying OLER) within ten (10) business days of the Union receiving the Step 1 response. If the grievance involves a specific school, department or unit, the appeal of the grievance should simultaneously be submitted to the Dean of the School or designee. The Provost's Office, Dean or designee shall conduct a meeting within ten (10) business days of the receipt of the grievance where the grievance will be presented in an effort to resolve the grievance.

A. The Provost's Office or designee or Dean or designee shall provide the Union with a written response within ten (10) business days of the meeting.

Step 3. Arbitration

A. A grievance not resolved at Step 2 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 2 denial by the Provost's Office or designee or Dean or designee. Only the Union may process a grievance to arbitration. 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.

B. Arbitration will be conducted in accordance with the rules of the American Arbitration Association or the Labor Relations Connection.

C. 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.

D. Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.

E. 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 17 (Management Rights) unless those actions are restricted by other terms of this Agreement.

F. 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.

G. The arbitrator shall render a decision on the grievance within 30 calendar days of the close of the hearing, or the filing of briefs, whichever is later.

Section 5. Time Limits

A. Absent extraordinary circumstances, failure by the SW, group of SWs or 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.

B. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each Step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

C. Failure by the University at any Step to communicate its response within the specified time limits shall permit the Union to proceed to the next Step.

D. All time limits herein may be extended by mutual agreement expressed in writing.

Section 6. 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, to the final decision of the Arbitrator.

Section 7. Unless otherwise stated in writing by the University and Union, any mutual resolution of grievances at any step shall not be precedential nor inconsistent with this Agreement.

Section 8. In accordance with Article 7, Section C, of this Agreement, the University shall

not retaliate or discriminate against any SW who, for issues covered by this contract, voices concerns, seeks advice, files a complaint or grievance, seeks the aid of HGSU, testifies or participates in investigations, proceedings, or hearings, or opposes actual or perceived violations of this CBA.