

ARTICLE \_\_\_\_

**GRIEVANCE PROCEDURE**

A. The purpose of this Article is to establish a procedure for the orderly settlement of all complaints, disputes, controversies and grievances (collectively or individually called herein "grievances") arising between the Employer and the Union or any employee covered by this Agreement, where the grievance involves the interpretation, operation, application or performance of the terms of this Agreement. All such matters shall be handled as provided in this Article.

B. No grievance shall be considered unless it is presented in Step 1 within thirty days after the grievant has knowledge or reasonably should have known of the circumstances giving rise to the grievance.

Step 1. The aggrieved employee and/or the shop steward, if the aggrieved employee so desires, shall first present the grievance to the employee's immediate supervisor, who shall meet with the employee and/or the shop steward and/or the Union President within 7 working days of a request to discuss the grievance. If no settlement is reached, the immediate supervisor shall have 5 working days to prepare a written response.

Step 2. If the grievance is not resolved to the satisfaction of both parties in Step 1, the grievance shall be reduced to writing and presented to the Vice President of Academic Affairs or designated Employer representative within 7 working days of receiving the Step 1 written response. Within 5 working days after receiving the written grievance, the Employer representative shall confer with the Union representative and/or the shop steward and the grievant. If no settlement is reached, the Vice President of Academic Affairs or Employer representative shall have 5 working days to provide a written response.

Step 3. If the grievance is not settled to the satisfaction of both parties in Step 2, then the Union may submit such grievance to arbitration not later than fourteen (14) working days after receipt of the step 2 written response.

C. If a grievance is not filed in accordance with the time limits set forth in Steps 1, 2 and 3 above, it shall not be waived, but the Employer shall not be prejudiced monetarily by failure to observe such limits. In any event, all grievances shall be filed no later than the last day of the next academic term.

D. The choice of the arbitrator shall be by agreement of the Employer and the Union. However, if such agreement has not been reached within two days after the receipt of such written notice of intention to submit the grievance to arbitration, the grievance may be referred by either party to the American Arbitration Association (AAA) within Massachusetts for the selection of an

arbitrator in accordance with the rules of the AAA, subject to the provisions of this Agreement. The parties shall share equally in the compensation and expenses of the arbitrator. The award of the arbitrator on any grievance properly submitted to him/her hereunder shall be final and binding upon the parties. The arbitrator shall have no power to add to, subtract from, amend, modify or alter any of the terms of this Agreement.

E. At any time during the grievance procedure, any party may request to submit the dispute to a private mediator. If the other party agrees, then all time standards of this article are suspended until the employee or the employer removes the dispute to the provisions of this article. The parties shall share the fees and costs of mediation equally.