

Article XX. Grievance Procedure

Section 1.

The parties recognize that disputes may occasionally arise concerning the terms and conditions of this Agreement and such disputes shall be resolved through this grievance procedure.

Section 2.

A grievance is a claim by an employee or group of employees covered by this Agreement, or by the Union, that the University has violated a specific provision of this Agreement.

Contents – The written grievance shall include the following information:

1. The type of grievance (individual, group, union)
2. The following information about the grievant(s) (if applicable):
 - a. Name
 - b. Contact information
 - c. Department/Hiring Unit
 - d. Job Classification
 - e. Immediate Supervisor's name, job classification, and contact information
3. The following information about any representative (if applicable):
 - a. Name
 - b. Contact information
4. The date of the violation
5. The specific Article(s) and Section(s) of the Agreement violated
6. A description of the violation with pertinent facts (as known at the time of filing)
7. Remedy requested
8. The signature of each grievant (or representative)

Section 3.

The parties support the resolution of problems at the lowest possible level and to that end encourage informal discussions to resolve problems without the grievance procedure. Prior to initiating a grievance, the aggrieved party is encouraged to discuss the matter with the immediate supervisor. If requested, a Union representative may be involved in the discussion. Resolutions from pre-grievance discussions, although final, shall not be precedential.

Section 4.

Step One – Step One is optional; grievances may be filed and immediately proceed to Step Two. A grievance must be filed in writing by the Union to the Principal Investigator (PI) if applicable or first level supervisor, with a copy to the Assistant Vice President of Labor Relations. The grievance shall state the pertinent facts of the case with reasonable particularity, including the

section(s) of the Agreement allegedly violated, and the remedy or desired outcome that is sought. The date of filing is the date the grievance is received at the Office of the Principal Investigator (PI) or first level supervisor.

The grievance must be filed within twenty-one (21) calendar days from the occurrence of the events giving rise to the grievance, or from the time at which the aggrieved individual should reasonably have become aware of the grievance. The Principal Investigator (PI) or first level supervisor (or designee) shall meet with the grievant and the Union within fourteen (14) calendar days of receiving the grievance. The Principal Investigator (PI), first level supervisor, (or designee) shall issue a written response to the grievance within seven (7) calendar days of the meeting.

Resolutions at the First Step, although final, shall not be precedential.

Step Two – If the Union bypasses Step One or is not satisfied with the Step One response, it may appeal in writing within seven (7) calendar days after receipt of the Step One decision, or in the case where Step One is bypassed, within twenty-one (21) calendar days from the occurrence of the events giving rise to the grievance or from the time at which the aggrieved individual should reasonably have become aware of the grievance. The Step Two appeal shall be made to the Department Chair (or Dean if no Department Chair), with a copy sent to the Assistant Vice President of Labor Relations. The Union recognizes that the Chair or Dean may choose to designate other appropriate University personnel to act as the University's representative for purposes of this Step Two. The Chair or Dean (or designee) and the Assistant Vice President of Labor Relations (or designee) shall meet with the Union and grievant within fourteen (14) calendar days of receiving the Step Two appeal and issue a written response to the grievance within seven (7) calendar days of the meeting. The requirement of a meeting may be waived by mutual agreement.

If a satisfactory settlement is not reached at Step Two, upon mutual agreement, the Employer and the Union may request, within fourteen (14) calendar days, grievance mediation services of the Public Employment Relations Commission (PERC). These services shall run concurrent with Step Three and shall not prevent nor delay the scheduling of an arbitration meeting.

Step Three – Arbitration

1. In the event the parties are unable to resolve the grievance in Step Two, the matter may be appealed to an impartial arbitrator for resolution within fourteen (14) calendar days of receiving the Step Two decision. The submission of the matter to arbitration shall be provided to the Assistant Vice President of Labor Relations, and shall state the issue to be arbitrated, and the remedy that is sought.
2. Selection of an arbitrator.
 - a. The parties agree to **mutually select a panel of five (5) arbitrators** who will preside over complaints appealed to arbitration.

- b. In the event the parties are unable to mutually select a panel, the parties shall request a panel of Academy qualified arbitrators from Washington or Oregon from the American Arbitration Association.
 - c. Either party may request that a panel member be removed provided a thirty (30)-day notice is given to the other party.
 - d. Grievances appealed to arbitration shall be rotated between the panel members, except that, in the event scheduling problems exist, either party may request that the panel member next scheduled may be passed over.
3. Arbitration hearings shall be scheduled within 60 days of the appeal to arbitration whenever possible.
 4. The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association. The arbitrator shall render a decision on the grievance within 30 days of the close of the hearing.
 5. The decision of the arbitrator shall be binding on all parties.
 6. The expenses and fees of the arbitrator shall be shared equally by the Union and the University.
 7. The parties agree that the arbitrator shall not have the power or jurisdiction to render a decision that adds to, subtracts from, alters, amends or modifies in any way the terms and conditions of Agreement. The arbitrator shall have no jurisdiction or authority to substitute their judgment for any academic judgment made by the University.
 8. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the employee whole for the remainder of the individual's appointment period.
 9. Each party shall bear its own fees and expenses in presenting its case, including the costs of legal representation.

The parties shall agree to Regularly Scheduled Arbitration Hearings as described below:

1. Arbitration hearings will be scheduled for every August, November, February, and May.
2. It is the intention of the parties that any grievance appealed to arbitration at least ninety (90) days prior to the date of a regularly scheduled arbitration be heard by the arbitrator at that hearing.
3. 45 days prior to the arbitration hearing, the parties will mutually agree upon the cases to be heard. Unless agreed by the parties, no case shall be deferred more than one regularly scheduled arbitration date.
4. By mutual agreement, the parties may expedite the proceedings.
5. Any and all fees due to the arbitrator, including those for the cancellation and/or rescheduling or any arbitration, will be split by both parties regardless of fault.

Section 5.

Time Limits – Failure to file or appeal a grievance within the specified time periods shall constitute a waiver of the grievance, and the matter shall be deemed resolved. By mutual written agreement, the parties may extend any and all time limits.

Section 6.

The failure by the Employer to give a decision within the prescribed time limits under this Article shall permit the Union to proceed with the appeal to the next level. Notwithstanding this process, the Employer fully accepts its good faith obligation to process grievances, confer with grievant(s) and UAW representatives and issue written decisions in accordance with the procedure described above.