

WSU'S PROPOSAL RE GRIEVANCE PROCEDURE
3/20/23

ARTICLE 8 – GRIEVANCE PROCEDURE

8.1 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.

8.2 Definition of Grievances. A grievance is a claim by an employee or group of employees covered by this Agreement, or by the Union, that the University has committed a specific violation, misapplication or misinterpretation of the terms of this Agreement.

8.3 Time Limits.

8.3.1 Should the University fail to meet its time restrictions under this Article or fail to request and be granted an extension, the Union may elect to proceed to the next grievance step. By mutual written agreement, the parties may extend any and all time limits.

8.3.2 The Union and the University encourage problem resolution between employees and management and are committed to settling disputes as soon as possible and at the lowest possible level. The grievance must state the alleged violation(s), misapplication(s) or misinterpretation(s) as known at the time of filing; identify the applicable Article(s); document the date and information upon which the grievance is based; the requested remedy; and be signed by the grievant or the Union representative

8.4 Process.

8.4.1 Step One – Step One is optional, grievances may be filed directly at Step Two. A grievance must be filed in writing by the Union in the Office of the Department Chair, with a copy to the University's Labor Relations Officer or their designee within sixty (60) days from the occurrence of the events giving rise to the grievance, or from the time at which the aggrieved individual became aware of the grievance. For grievances involving ASEs that are not working in a Department, the grievance shall be filed with their hiring unit director (such as the manager of the tutoring center they work at, etc.). The Chair (or designee) or hiring unit director (or designee) shall meet with the grievant and the Union within fourteen (14) calendar days of receiving the grievance. The Chair (or designee) or hiring unit director (or designee) shall issue a written response to the grievance within seven (7) calendar days of the meeting.

8.4.2 Step 2 - If the Union bypasses Step One or is not satisfied with the Step One response, it may appeal in writing within fourteen (14) days. The Step 2 appeal

shall be made to the Dean of the Graduate School, with a copy sent to the University's Labor Relations Officer or their designee. The Union recognizes that the Dean may choose to designate other appropriate University personnel to act as the University's representative for purposes of this Step 2. The 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 2 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.

- 8.4.3 - Arbitration. In the event the parties are unable to resolve the grievance in Step 2, the matter may be appealed to an impartial arbitrator. The submission of the matter to arbitration shall be provided to the University's Labor Relations Officer or their designee, and shall state the issue to be arbitrated, and the remedy that is sought.

Selection of an arbitrator

The parties agree to mutually select a panel of five (5) arbitrators who will preside over complaints appealed to arbitration.

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.

Either party may request that a panel member be removed provided a 30-day notice is given to the other party.

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.

- (a) 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.
- (b) The decision of the arbitrator shall be binding on all parties. The expenses and fees of the arbitrator shall be shared equally by the Union and the University.
- (c) 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:

Arbitration hearings will be scheduled for every August, November, February, and May.

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.

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.

By mutual agreement, the parties may expedite the proceedings.

Any and all fees due to the arbitrator, including those for the cancellation and/or rescheduling of any arbitration, will be split by both parties regardless of fault.