

# WWU'S PROPOSAL RE GRIEVANCE PROCEDURE

1/22/24

## Grievance Procedure

- Section 1. Purpose. The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances. ~~This procedure shall be the exclusive means of resolving grievances.~~ Nothing in this procedure shall preclude an ASE or the Union from resolving disagreements informally; ~~provided that the resolution is consistent with the terms of this Agreement.~~
- Section 2. Definition of Grievances. ~~A grievance is a dispute between the University and the Union, on its own behalf or on behalf of an ASE, over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.~~ 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 violation, misapplication or misinterpretation of the terms of this Agreement.
- Section 3. Informal Resolution. 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.
- Section 4. Time Limits.
- 4.1. Time limits within the grievance procedure may be waived or extended by the written, mutual agreement of both parties. If the Union, on behalf of the ASE, fails to act or respond within the specified time limits, the grievance will be considered waived. If the University fails to respond within the specified time limits, the grievance will proceed to the next step of the grievance procedure.
  - 4.2. The day after the event, act or omission shall be the first day of a timeline under this Article. In the event that a time limit under this Article ends on a weekend or holiday, the deadline will be extended automatically to the following University business day.
  - 4.3. Submissions will be considered timely under this Article if they are received by 5:00 p.m. Pacific Time on the last day called for under an applicable time limit.

Section 5. Submission of Grievances and Responses.

- 5.1. All grievances and requests for arbitration must be submitted to the University's Human Resources Office and may be sent to relevant supervisor(s), by hard copy or electronic mail. University responses will be submitted to the Union's business office by hard copy or electronic mail.
- ~~5.2. Unless mutually agreed, grievances alleging multiple contract violations that do not arise out of a nucleus of common facts must be submitted, and will be processed, separately.~~
- 5.3. Grievances shall include the following:
- 5.3.1. ~~the specific provision(s) of the Agreement allegedly violated, misinterpreted, or misapplied;~~
- 5.3.2. ~~a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and~~
- 5.3.3. ~~the remedy sought.~~
- ~~5.4. Unless mutually agreed, no new issues may be added to a grievance once it has been submitted at Step 1.~~
- 5.5. Process.
- 5.5.1. ~~Step 1. Step One. Step One is optional; grievances may be filed directly at Step Two. The Union shall submit the grievance within twenty-eight (28) forty-five (45) calendar days of the day the ASE(s) or the Union knew or reasonably should have known of the event(s) giving rise to the grievance or from the time at which the Union or aggrieved individual became aware of the grievance. The appropriate unit head (or designee) will respond to the grievance in writing within fourteen (14) calendar days after receipt.~~
- 5.5.2. ~~Step 2. Should Step 1 fail to resolve the grievance, within fourteen (14) calendar days following receipt of the Step 1 response, Union may advance the written grievance to the University's AVP of Human Resources. The AVP of Human Resources (or designee) will respond in writing to the grievance within fourteen (14) calendar days after receipt of the Step 2 grievance. If the Union or aggrieved individual is not satisfied with the Step One response, the Union may appeal in writing within fourteen (14) calendar days. The AVP~~

of Human Resources (or designee) shall meet with the Union and grievant within seven (7) calendar days of receiving the Step Two appeal. In the case that Step One was waived the AVP of Human Resources (or designee) will have fourteen (14) calendar days to meet with the Union and grievant after receiving the Step Two appeal. The AVP of Human Resources (or designee) will issue a written response to the grievance within seven (7) calendar days of the meeting. The requirement of a meeting may be replaced by written responses by mutual agreement.

~~5.5.3. Step 3. If the grievance is not resolved at Step 2, within fourteen (14) calendar days of receipt of the Step 2 response, the Union may request a pre-arbitration review. Within fourteen (14) calendar days of the receipt of the pre-arbitration demand, the University will discuss the need to schedule a pre-arbitration review meeting with the Union. If agreed, the Union and the University will meet within twenty-eight (28) days to review and attempt to settle the dispute. The grievant may be available for consultation, if necessary.~~

~~If the matter is not resolved at a pre-arbitration meeting, or if the University rejects the request for a pre-arbitration meeting in writing, the Union will submit a written demand for arbitration within fourteen (14) calendar days of the pre-arbitration meeting or the University's rejection of the meeting request. Step Three. Arbitration. In the event the parties are unable to resolve the grievance at Step Two, the Union may demand arbitration of the grievance within fourteen (14) calendar days of its receipt of the Step Two response. The Union's arbitration demand shall state the issue to be arbitrated, and the remedy sought.~~

## Section 6. Arbitration.

6.1. Arbitrator Selection. The parties may mutually agree upon an arbitrator. In the event that no such agreement is reached within fourteen (14) calendar days of Union's arbitration demand, the Union will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association. Within seven (7) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives will meet or confer to select an arbitrator. The parties will each strike three (3) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.

- 6.2. Arbitrability. ~~Challenges to the arbitrability of a grievance shall be resolved in a proceeding separate from and prior to arbitration on the merits of the grievance. Within fourteen (14) calendar days following receipt of an arbitrator's decision ruling that a challenged grievance is subject to arbitration, the parties will begin the process in Section 1.5.1 above to select an arbitrator to rule on the merits of the grievance.~~
- 6.3. Authority. ~~The arbitrator:~~
- 6.3.1. ~~will have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;~~
- 6.3.2. ~~will be limited in their decision to the grievance issue(s) set forth in the original written grievance, unless the parties have agreed to modify it; and~~
- 6.3.3. ~~will not make any award that provides an ASE with compensation greater than would have resulted had there been no violation of this Agreement. The arbitrator:~~
- 6.3.4. ~~shall render a decision on the grievance within thirty (30) calendar days of the close of the hearing and~~
- 6.3.5. ~~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.~~
- 6.3.5.1.
- 6.4. Procedure. Arbitration will take place in accord with the Labor Arbitration Rules of the American Arbitration Association (AAA) ~~AAA~~ unless the parties agree otherwise in writing.
- 6.5. Decision. The arbitrator will issue a written decision to the parties within thirty (30) calendar days after the close of the hearing(s) ~~or the submission of post-hearing briefs, whichever is later.~~ The decision of the arbitrator shall be final, conclusive, and binding on the University, the Union, and the ASE(s); provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.
- 6.6. Arbitration Costs.
- 6.6.1. ~~The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally between the parties. shall be~~

shared equally by the Union and the University. If one party chooses to use a court reporter, the requesting party shall bear the costs associated with the court reporter. The other party may obtain a copy of the court reporter's report by agreeing to share the cost of the court reporter at the time it makes the request for a copy of the report and transcript by paying half the costs charged to produce the report and transcript.

6.6.2.—If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The cost of any postponement or cancellation based on mutual agreement will be shared equally by the parties.

6.6.3.—Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its grievance.