

WAWU'S PROPOSAL RE GRIEVANCE PROCEDURE
2/12/24

Article 1 Grievance Procedure

1.1 Purpose. The purpose of this procedure is to provide the process for the prompt and fair resolution of grievances as defined in Section 1.2 below. Nothing in this procedure shall preclude an ESE or the Union from resolving disagreements informally.

1.2 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 violation, misapplication or misinterpretation of the terms of this Agreement.

1.3 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.

1.4 Time Limits.

1.4.1 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.

1.4.2 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.

1.4.3 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.

1.5 Submission of Grievances and Responses.

1.5.1 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.

1.5.2 Unless mutually agreed, multiple grievances arising out of unrelated events must be submitted, and will be processed, separately.

1.5.3 Grievances shall include the following:

- a. the specific provision(s) of the Agreement allegedly violated, misinterpreted, or misapplied;
- b. a statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and
- c. the remedy sought.

1.5.4 Process.

- a. Step One. Step One is encouraged but optional for grievances asserting violations of Articles __ [Antidiscrimination], __ [Accommodation] and __ [Discipline], which may be filed directly at Step Two. All other grievances must be initiated at Step One. The Union shall submit the grievance within twenty-eight (28) calendar days of the day the ESE(s) or the Union knew or reasonably should have known of the event(s) giving rise to the grievance. The appropriate unit head (or designee) will respond to the grievance in writing within fourteen (14) calendar days after receipt.
- b. Step Two. If the grievance is not resolved at Step One the Union may appeal in writing within fourteen (14) calendar days. The Dean, Provost, Vice President or designee shall meet with the Union and grievant regarding a Step Two appeal (or where permitted, initial filing) within fourteen (14) calendar days of receiving the appeal or filing. The Dean, Provost, Vice President or designee will issue a written response to the grievance within fourteen (14) calendar days of the meeting. The requirement of a meeting may be waived by mutual agreement.
- c. Step Three. If the grievance is not resolved at Step Two, 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 fourteen (14) calendar days of receiving the Step Three 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 waived by mutual agreement.

- d. **Step Four. Arbitration.** In the event the parties are unable to resolve the grievance at Step Three, the Union may demand arbitration of the grievance by submitting a written demand 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. Upon mutual agreement, the parties may submit a grievance to mediation using a mediator appointed by the Public Employment Relations Commission. Mediation services shall run concurrent with Step Three and shall not prevent nor delay the scheduling of an arbitration hearing.

1.6 Arbitration.

- 1.6.1 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 the 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.
- 1.6.2 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.
- 1.6.3 Authority.** 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.

- 1.6.4** Procedure. Arbitration will take place in accord with the Labor Arbitration Rules of the American Arbitration Association (AAA) unless the parties agree otherwise in writing.
- 1.6.5** 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 the post hearing briefs, whichever is later. The decision of the arbitrator shall be final, conclusive, and binding on the University, the Union, and the ESE(s); provided that the decision does not include action by the arbitrator beyond his or her jurisdiction.
- 1.6.6** Arbitration Costs.
- a. The expenses and fees of the arbitrator and the cost (if any) of the hearing room 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.
 - b. 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.
 - c. 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.