

Proposal Article 3: Grievances and Arbitration

3.1 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.

3.2 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.

3.3 Time Limits.

3.3.1 By mutual written agreement, the parties may extend any and all time limits.

3.3.2 Should the grievant or Union fail to act or respond within the specified time limits, the grievance will be considered waived.

~~3.3.3~~ 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.

~~3.3.4~~ The day after the event, act or omission shall be the first day of a timeline under this Article. Submissions will be considered timely under this Article if they are received on the last day called for under an applicable time limit. 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.

3.4 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.

3.5 Submission of Grievances and Responses.

3.5.1 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.

3.5.2 All grievances, appeals, and requests for arbitration must be submitted to the University's Labor Relations Officer, by hard copy or electronic mail. University

responses will be submitted to the Union's business office and the grievant (if other than the Union) by hard copy or electronic mail.

3.6 Process.

3.6.1 - 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 forty five (45) sixty (60) days from the occurrence of the events giving rise to the grievance, or from the time at which the Union or aggrieved individual knew or reasonably should have known of the events giving rise to the grievance ~~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 fourteen (14) seven (7) calendar days of the meeting.

3.6.2 - Step Two~~2~~. If the Union or aggrieved individual ~~bypasses Step One or is not satisfied with the Step One response,~~ they it may appeal in writing within fourteen (14) calendar days. ~~The Step Two~~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, Vice Chancellor, or Vice President (or designee) and the Assistant Vice President of Labor Relations Oefficer (or designee) shall meet with the Union and grievant within fourteen (14) calendar days of receiving the Step Two ~~2~~ appeal; The Dean, Vice Chancellor, or Vice President (or designee) will and issue a written response to the grievance within fourteen (14) seven (7) calendar days of the meeting. The requirement of a meeting may be waived by mutual agreement.~~

3.6.3 - Step Three. Arbitration. - In the event the parties are unable to resolve the grievance ~~in~~ at Step Two~~2~~, the Union may demand arbitration of the grievance within fourteen (14) calendar days of its receipt of the Step Two response. ~~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. The Union's arbitration demand and shall state the issue to be arbitrated, and the remedy that is sought.~~

3.6.3.1. Mediation. Within fourteen (14) calendar days of the receipt of an arbitration demand, the University and the Union will discuss whether the parties wish to submit the grievance to mediation before the Public Employment Relations Commission (“PERC”). Upon agreement, the parties will proceed with PERC’s mediation process.

3.7 - Selection of an arbitrator. The parties may mutually agree upon an arbitrator. In the absence of mutual agreement to an arbitrator, the Union will request a list of seven (7) arbitrators from Washington and/or Oregon provided by the American Arbitration Association or from any other mutually agreed source. The list will be requested within fourteen (14) calendar days of Union’s arbitration demand or the date that either party provides written notice that it will no longer participate in an agreed mediation, whichever is later. 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.

~~3.7.1 The parties agree to mutually select a panel of five (5) arbitrators who will preside over complaints appealed to arbitration.~~

~~3.7.2 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.~~

~~3.7.3 Either party may request that a panel member be removed provided a 30-day notice is given to the other party.~~

~~3.7.4 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.~~

3.8 - Authority.

3.8.1. 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 thirty (30) calendar days of the close of the hearing. 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.

3.8.2. The decision of the arbitrator shall be binding on all parties.

3.9. Arbitration Cost.

3.9.1. The expenses and fees of the arbitrator shall be shared equally by the Union and the University.

3.9.2. Each party shall bear its own fees and expenses in presenting its case, including the costs of legal representation.

~~3.10. Standing Arbitration. The parties shall agree to Regularly Scheduled Arbitration Hearings as described below:~~

~~3.10.1~~ Arbitration hearings will be scheduled for every August, November, February, and May.

~~3.10.2.~~ 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.

~~3.10.3.~~ 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.

~~3.10.4.~~ By mutual agreement, the parties may expedite the proceedings.

~~3.10.5.~~ 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:

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.