

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. The Union and the Employer agree that it is in their best interest to resolve disputes at the earliest opportunity and at the lowest level. Whenever possible, disputes should be resolved informally prior to filing a formal written grievance. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes. If requested, a Union representative may be involved in those discussions. Resolutions from pre-grievance discussions, although final, shall not be precedential.

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.

Time Limitations.

An extension of the time limitations as stipulated in the respective steps below may be obtained by mutual consent of the parties. Failure of the Union to comply with the time limitations without a request of time extension shall constitute withdrawal of the grievance. Failure of the Employer to comply with the time limitations without a request for time extension shall permit the Union to proceed with the appeal to the next level.

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 profile ~~Classification~~
 - e. Immediate Supervisor's name, ~~title 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 34.

Filing and Processing

a. Filing. A grievance must be filed within twenty-one (21) calendar days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. Whenever possible the twenty-one (21) day period should be used to attempt to informally resolve the dispute.

b. Alternative Resolution Methods. Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

Steps of the Grievance Procedure. All grievances shall be processed in accordance with the following procedure.

Step One – Supervisor, Manager or Designee. Step One is optional; grievances may be filed and immediately proceed to Step Two. If the issue is not resolved informally, the Union may file a written grievance to the supervisor or designee, and the Labor Relations office (laborrel@uw.edu). The Employer will designate a supervisor, manager or designee who will meet in person, virtually, or confer by telephone with a union representative and the grievant(s) within fifteen (15) fourteen (14) calendar days of receiving the grievance. The format for the meeting will be by mutual agreement. The employer will respond in writing to the Union within seven (7) calendar days after the meeting. The Human Resources Consultant may also attend, if desired by the University. If the grievance is directed against the employee's immediate supervisor, the grievance may be presented to the next higher level of supervision. In the event the employee's immediate supervisor does not have authority to resolve the grievance, the grievance will be presented at the level having authority to act as determined by the Employer.

~~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 ~~fifteen (15) 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 by filing the written grievance, including, a copy of the Step One decision (if applicable) to department head, designee, or to the next appropriate level of management and the Office of Labor Relations 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 University representative(s) Chair or Dean (or designee) and the Assistant Vice President of Labor Relations (or designee) shall meet with the Union and grievant within ~~fifteen (15) fourteen (14)~~ calendar days of receiving the Step Two appeal and issue a written response to the grievance within twenty-one (21) seven (7) calendar days of the meeting. The University will be represented by the appropriate management official(s) or designee(s), a representative from the Office of Labor Relations, and a Human Resources Consultant, if desired by the University. The requirement of a meeting may be waived by mutual agreement.

If the grievance is not resolved at the Step Two, the Union may file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy to the Labor Relations Office within thirty (30) days of receipt of the Step Two decision. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses. The Employer will inform the Union, in writing, and PERC within thirty (30) days of receipt of Mediation request if they are not in agreement. If those services are unavailable on a timely basis, the parties may request a list of grievance mediators from the Federal Mediation and Conciliation Service (FMCS) or other agreed upon mediation provider. The cost of the mediation shall be borne equally by the Union and the University.

~~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 thirty (30) ~~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 utilize mutually select an existing panel of five (5) arbitrators under UW-UAW Collective Bargaining Agreements covering Academic Student Employees and Postdoctoral Scholars, who will preside over complaints appealed to arbitration. ~~Upon mutual agreement, the panel may be the same panel utilized under UW-UAW Collective Bargaining Agreements covering Academic Student Employees and Postdoctoral Scholars.~~
 - ~~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.~~
 - ~~e. b. Changes to the panel members will apply to all three (3) UAW-UW collective bargaining agreements.~~
 - ~~d. c. Either party may request that a panel member be removed provided a thirty (30)-day notice is given to the other party.~~
 - ~~e. 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.~~