

## ARTICLE 32 – GRIEVANCE PROCEDURE

- 32.1 The Union and the University encourage problem resolution between employees and management, and are committed to resolving disputes at the earliest opportunity and at the lowest level possible. The procedure set forth in this Article shall be the exclusive means of resolving grievances.
- 32.2 Grievance Defined. A grievance is a dispute between the University and the Union, an employee, or a group of employees as to the interpretation, application or violation of any terms or provisions of this Agreement.
- 32.3 Time Limits. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union, on behalf of the employee(s), fails to act or respond within the specified time limits or fails to request and be granted an extension of the time limits, the grievance will be considered withdrawn. If the University fails to respond within the specified time limits or fails to request and be granted an extension of the time limits, the grievance shall proceed to the next step of the grievance procedure. For the purposes of this Article, “days” shall mean calendar days, excluding any day observed as a Holiday pursuant to the University’s Holiday schedule.
- 32.4 Informal Discussion. Employees are encouraged to attempt to resolve complaints through informal discussion with their supervisors prior to filing a grievance.
- 32.5 Modification. No newly alleged violations and/or remedies may be added after the initial written grievance is filed, except by written mutual agreement.
- 32.6 Resubmission. If resolved or withdrawn, a grievance cannot be resubmitted on the same issue based on the same facts.
- 32.7 Step One. Regardless of the status of any informal discussions between an employee and his or her supervisor, the Union, on behalf of the aggrieved employee(s), shall submit the grievance in writing to the Labor Relations Officer or designee within thirty (30) days of the events giving rise to the grievance, or the date the employee(s) or the Union knew or could reasonably have been expected to know of such events. The written statement shall include the name of the aggrieved employee(s), the facts giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought. The Department Head or designee shall attempt to meet with the Union and the aggrieved employee to resolve the grievance within fifteen (15) days following the date of the written submittal. The Department Head or designee shall respond to the grievance in writing within fifteen (15) days following the Step One grievance meeting.
- 32.8 Step Two. Should Step One fail to resolve the grievance, the Union shall, within fifteen (15) days after receipt of the Department Head’s or designee’s response, submit the grievance in writing to the Appointing Authority. The parties shall attempt to meet to resolve the grievance within fifteen (15) days following the date of the written submittal. The Appointing Authority shall respond to the grievance in writing within fifteen (15) days following the Step Two grievance meeting.

- 32.9 Step Three: Mediation. Should Step Two fail to resolve the grievance, the parties, upon mutual written agreement, may within fifteen (15) days after receipt of the Appointing Authority response, give written request for mediation to the Public Employment Relations Commission (PERC). If mediation is desired, the Union will submit a copy of the request for mediation to the agency and to the University's representative. If PERC or a party declares impasse, the Union may request arbitration.
- 32.10 Step Four: Arbitration. Within 15 days of 1) receipt of Appointing Authority decision on the grievance; 2) either parties' written notification to the other of an intent to decline mediation; or 3) declaration of impasse in mediation process; whichever is applicable, the Union may request arbitration. A written request for arbitration shall be provided to American Arbitration Association (AAA), or if mutually agreed upon Public Employment Relations Commission (PERC). The written request shall be submitted concurrently to the University's Labor Relations Officer. PERC arbitration, if agreed upon will be in accordance with PERC procedures.
- 32.10.1 The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing. The demand for arbitration will request that a list of seven (7) arbitrators (Washington or Oregon only) be submitted by the AAA, if that agency is selected to process the matter, to the parties, from which an arbitrator shall be selected by mutual agreement or by alternately striking one (1) name from the list until only one (1) name remains. In the case of striking names, the moving party shall be the first to strike a name
- 32.10.2 Challenges to the arbitrability of a grievance shall be resolved in the same proceeding as the arbitration on the merits of the grievance. The arbitrator shall confine himself/herself to the precise issue(s) addressed on the grievance form and submitted for arbitration. The arbitrator shall have no power to determine any other issue(s) not so submitted, nor render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his or her power shall be limited to interpretation or application of the express terms of this Agreement.
- 32.10.3 The Arbitrator shall issue written decision to the parties. The decision shall be final, conclusive and binding on the University, the Union and the employees.
- 32.10.4 The Arbitrator's award may include back pay to the grievant(s); provided that no such back pay award shall exceed the actual loss to the grievant.
- 32.10.5 Except as directed by an Arbitrator or as noted below, the grievant(s), the grievant's Union Representative(s), and their witness(es) shall not be paid by the University for preparation for, travel to or from, or participation in arbitration hearings, but may use leave for such activities. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay during his/her testimony, if he/she

appears during his or her work time; provided the testimony given is relevant and related to his/her job function and involves matters he/she has witnessed. In addition one Union officer may attend the hearing as a Union Representative without loss of pay if the hearing occurs during his/her regularly-scheduled work time.

- 32.10.6 Irrespective of the arbitrator's decision, each party shall pay the compensation and expenses for its own representatives and witnesses, including attorneys' fees. The parties will share equally the expenses and fees of the arbitrator, including the cost of a hearing room, if neither party is able to obtain a room free of charge and the hearing is conducted in a neutral location. If the arbitration hearing is postponed or cancelled by one party, that party shall bear any and all costs of the postponement or cancellation. The costs of any mutually agreed to postponements or cancellations shall be shared equally by the parties.
- 32.10.7 Either party may request the presence of a court reporter or transcriptionist at the arbitration whose expenses shall be borne by the party making the request, unless both parties request a transcript, in which case the expenses of the reporter shall be shared equally.
- 32.11 No Retaliation. Employees shall not be retaliated against as a result of participating in grievances filed under this Article.
- 32.12 Employees may challenge practices or actions that they allege violate the provisions of Article 8 through the University's Office of Equal Opportunity and/or using those remedies available through the grievance procedure and/or applicable law, including Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum.