

## **ARTICLE 29**

### **GRIEVANCE AND ARBITRATION**

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 informal level. Grievants, with their steward if requested by the employee, are encouraged to participate in informal discussion with the appropriate individuals prior to pursuing the formal grievance process. If a solution is not reached in an informal manner, this Article provides an orderly process for resolving disputes. The parties individually and collectively recognize their ability to pursue enforcement of this Agreement through the grievance and arbitration process. A grievant will be defined as the Union, an employee, and/or a group of employees alleging a grievance.

#### **29.1 GRIEVANCE DEFINITION**

A grievance, within the meaning of this Agreement, is defined as a specific violation, misapplication or misinterpretation of the terms of this Agreement, which occurred during the term of this Agreement. The grievance must state the alleged violation(s), misapplication(s) or misinterpretation(s); identify the applicable Article(s); document the date, time, and the information upon which the grievance is based; the steps taken to informally resolve the grievance; the requested remedy; and be signed by the grievant or the Union representative. The nature of a grievance presented at Step One shall not be changed thereafter unless mutually agreed to during the course of processing the grievance. Any grievance that does not comply with the terms and conditions of this Article shall not be considered a valid grievance.

The following shall not be grievable:

1. the "Preamble",
2. the "Definitions", and
3. all other areas of this Agreement specifically identified as not being grievable.

#### **29.2 EMPLOYEE GRIEVANCE RIGHTS/UNION REPRESENTATION**

- A. Any employee or groups of employees covered under this Agreement who believes he/she has been aggrieved may seek relief by filing a grievance. In the presentation of grievances, the grievant(s) shall be safe from restraint, interference, discrimination, or reprisal. Grievances may be filed by the Union on behalf of an employee or a group of employees. If the Union does so, it will identify the

employee(s) by name. If filing for similarly affected employees, the Union must identify and notify the University of the similarly affected employees no later than moving the grievance to Step Three.

- B. An employee filing a grievance may request Union representation at each and every step of this procedure. Union representation shall be limited to no more than one (1) designated WFSE Union Steward/Chief Steward and/or the WFSE Representative who shall serve as the exclusive and sole representative of employees covered under this Agreement. The unavailability of a WFSE Representative shall not be cause for delaying the grievance meeting, unless mutually agreed to by the University.
- C. Any University-convened grievance hearing requiring the grievant's presence will be considered time worked for the grievant. Prior to a University-convened grievance hearing, the grievant will be provided up to thirty (30) minutes, which will be considered time worked, and an additional ten (10) minutes of travel time, if needed, to consult with his/her official union representative provided said hearing occurs during the grievant's regular scheduled shift.
- D. Attendance at a University-convened grievance hearing will be considered time worked for the official union representative. Prior to a University-convened hearing, the official union representative will be provided up to thirty (30) minutes, which will be considered time worked, and an additional ten (10) minutes of travel time, if needed, to consult with a grievant.

### **29.3 GRIEVANCE TIMEFRAMES**

- A. At any time during any step of this process, either Party may request an extension within the timeframes allowed as identified in Employee Grievance Procedures Section below. Such extensions must be requested within the designated timeframes and must be mutually agreed to in writing in order to be granted.
- B. Failure by the Union to follow the steps as defined below or meet the below time restrictions or failure to request and be granted an extension of time limits will be considered as a withdrawal of the grievance.

- C. Should the University fail to meet its time restrictions as defined in Section 29.12 or fail to request and be granted an extension, the Union may elect to proceed to the next grievance step.
- D. 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.
- E. For purposes of calculating time restrictions, the day immediately following the day a grievance is received or the day immediately following the day a written grievance response is received shall be considered the first day. If a written grievance response is sent via certified mail, the first day shall be considered the day following the date postmarked on the certified mail receipt.

#### **29.4 GRIEVANCE FILES**

All documents, communications and records dealing with the processing of a grievance will be maintained in accordance with University record retention schedules and will be filed separately from the personnel file of the grievant.

#### **29.5 ELECTRONIC/RECORDING DEVICES**

Unless mutually agreed to, no audio/video recording or monitoring devices, cellular phones, or two-way radios shall be used during grievance meetings.

#### **29.6 RESOLUTION**

If the University provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step. The resolution will be documented in writing.

#### **29.7 RESUBMISSION**

If resolved or withdrawn, a grievance cannot be resubmitted.

#### **29.8 WITHDRAWAL**

A grievance may be withdrawn without prejudice at any time.

#### **29.9 CONSOLIDATION**

Upon mutual agreement, the parties may consolidate grievances arising out of the same set of facts.

#### **29.10 BYPASS**

Except as otherwise provided herein, any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

- A. For grievances regarding corrective actions identified in Article 10.1.A, the grievance procedure ends at Step Three, Administrator.
- B. For grievances regarding disciplinary actions identified in Article 10.1.B, the grievance procedure will begin at Step Three, Administrator.
- C. Expedited arbitration may be entered into at any time upon mutual written consent of the parties. Except for the following, expedited arbitration shall follow the same process as outlined in Step Five, Arbitration:
  - 1. No briefs will be filed or transcripts made;
  - 2. The hearing will be completed within one (1) day; and
  - 3. The arbitrator shall issue a decision immediately upon concluding the hearing.

#### **29.11 PROBATIONARY EMPLOYEES**

Probationary employees shall not have the right to file a grievance pertaining to disciplinary actions and/or termination of employment.

#### **29.12 EMPLOYEE GRIEVANCE PROCEDURES**

**Step One**     **Labor Relations Officer:** The Union shall submit two (2) copies of a written grievance to the University's Labor Relations Officer or his/her designee within the first thirty (30) days of the date of the grievable incident or of the date the grievant or the Steward/Chief Steward became aware of or should have reasonably become aware of the grievable incident. Upon the receipt of the written grievance, the Labor Relations Officer or his/her designee shall sign and date both copies of the grievance. The Union shall retain one (1) copy. The responsible individual shall meet with the grievant and the Union representative within fifteen (15) days subsequent to the grievance being received by the Labor Relations Officer. After meeting with the grievant, the responsible individual shall have fifteen (15) days to respond in writing to the Union. The responsible individual's written response shall summarize the nature of the grievance and provide a decision regarding the grievance.'

**Step Two**     **Appointing Authority:** Should the Step One response be unacceptable, the Union shall have fifteen (15) days to move the written grievance to the

responsible individual's Appointing Authority. Within fifteen (15) days of the Appointing Authority receiving the Step Two written grievance, the Appointing Authority shall meet with the grievant and their Union representative. After meeting with the grievant, the Appointing Authority shall have fifteen (15) days to respond in writing to the Union. The Appointing Authority's written response shall summarize the nature of the grievance, provide a decision regarding the grievance, and shall document the date of the receipt of the Step Two grievance.

**Step Three**     **Administrator:** Should the Step Two response be unacceptable, the Union shall have fifteen (15) days to move the written grievance to the executive level Human Resource Services administrator. Within fifteen (15) days of the administrator receiving the grievance, the administrator shall meet with the grievant and their Union representative. After meeting with the grievant, the administrator shall have fifteen (15) days to respond in writing to the Union. The administrator's written response shall summarize the nature of the grievance, provide a decision regarding the grievance, and shall document the date of the receipt of the Step Three grievance.

**Step Four**     **Mediation:** Should the Step Three response be unacceptable, the Union may submit a written request to the Public Employment Relations Commission (PERC) for mediation. The written request for mediation shall be postmarked within fifteen (15) days of receipt of the Step Three written response. A copy of the written request for mediation shall also be provided to the University's labor relations officer. If the PERC Mediator declares an impasse, the Union may request arbitration.

**Step Five**     **Arbitration:** Should the Step Three response be unacceptable or if the PERC Mediator declares impasse, the Union may request arbitration. A written request for arbitration shall be provided to the University's Labor Relations Officer within fifteen (15) days of receipt of the Step Three written response or within thirty (30) days of receiving the Mediator's written statement declaring impasse. Within thirty (30) days of the University's Labor Relations Officer receiving the written request for

arbitration, the American Arbitration Association (AAA), or Public Employment Relations Commission (PERC) if mutually agreed upon, shall be requested to submit a list of seven (7) arbitrators (Washington or Oregon only) to the parties from which an arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name remains. The moving Party shall be the first to strike a name. 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 authority to determine any other issue(s) not so submitted nor shall the arbitrator have any authority to add to, subtract from, or modify any provisions of this Agreement. The arbitrator's decision shall be final and binding upon the grievant, the Union, and the University. The arbitrator's decision shall be in writing and provided to the University and the Union.

The total cost and expense of the arbitrator shall be borne by the non-prevailing Party. Irrespective of the arbitrator's decision, each Party shall bear its own costs and expenses of preparing and presenting their own case including all legal/attorney fees.

Except as directed by an arbitrator, 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.

The cost (if any) of the arbitration hearing room shall be shared equally by the parties.

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. Either Party may request the presence of a court reporter 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.