

ARTICLE ~~2~~].

31 _____
32 ~~other Party. Within ten (10) business days of such a declaration, OT-AAUP shall request a list of~~
33 ~~ten (10) arbitrators from ERB to resolve the issue through arbitration.~~
34
35 Section ~~4~~3. Selection of an Arbitrator

36 ~~The ten (10) potential arbitrators shall be practicing attorneys with experience in higher education~~
37 ~~faculty employment cases (if possible), none of whom shall be an employee or consultant, or~~
38 ~~previous employee or previous consultant, of the university (OIT), another Oregon public~~
39 ~~university, the Association (OT-AAUP), the AFD, the AFT, the AAUP, or any other labor~~
40 ~~organizations, unless both parties agree otherwise in writing. If the Parties do not agree to pursue~~
41 ~~mediation, or if mediation fails, then within ten (10) business days of either receipt of the Notice of~~
42 ~~Intent to Arbitrate, or receipt of the declaration of failed mediation, the parties shall meet to attempt~~
43 ~~to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within ten (10)~~
44 ~~business days of this meeting, the party initiating arbitration shall request the Oregon Employment~~
45 ~~Relations Board (ERB) to submit a list of ten (10) arbitrators with experience in higher~~
46 ~~education faculty employment cases, none of whom shall be an employee or consultant, or previous~~
47 ~~employee or previous consultant, of the university (OIT), another Oregon public university, the~~
48 ~~Association (OT-AAUP), the AFL-CIO, the AFD, the AAUP, or any other labor organizations,~~
49 ~~unless both parties agree otherwise in writing. The arbitrator shall be a practicing attorney.~~
50 ~~Within ten (10) business days of receipt of the ERB list of arbitrators, the parties shall attempt to~~
51 ~~mutually agree upon an arbitrator from that list or other mutually agreeable arbitrator who may~~
52 ~~not appear on the list. If the parties are unable to mutually agree upon an arbitrator, the parties shall~~
~~strike names from the ERB list.~~

*OT-AAUP reserves the right to add to, modify or amend proposals during the course of negotiations.

76 scheduled date; provided that either party may demand review of the arbitrator's decision as to
77 jurisdiction and have the hearing on the merits set until such review is completed. Filing for

162 ~~The arbitrator's decision-making authority shall be limited to determining whether procedures set in~~
163 ~~this Agreement have been violated, misinterpreted or not applied, and if so, the arbitrator shall~~
164 ~~provide a remedy that makes the grievant whole.~~

165
166 ~~If an arbitrator determines that processes of this Agreement have not been followed in cases~~
167 ~~where academic judgment is involved, the arbitrator shall direct that the matter be reconsidered by~~
168 ~~the appropriate decision maker, in accordance with the relevant process. In these cases, the~~
169 ~~arbitrator may direct that the status quo ante be maintained until a judgment is made having properly~~
170 ~~followed appropriate procedural steps.~~

171
172 ~~In cases where the exercise of "academic judgment" is being appealed, refer to Article [x] on~~
173 ~~Appeals.~~

174
175 ~~An arbitrator's Award may be retroactive as the equities of each case may demand.~~
176

~~The decision of the arbitrator shall be final and binding upon the Employer, the Association and all bargaining unit members affected, provided that either party may seek judicial review of the decision as provided by law.~~

Section ~~109~~ 109. Costs

All fees and expenses of the arbitrator shall ~~be~~ borne by the party not prevailing in the arbitration paid by the Employer

Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling them. The costs of any transcripts of the hearing required by the arbitrator shall be divided equally between the parties and each party shall be furnished a copy. If either party wishes a transcript of the hearing, it may have one made at its own expense and shall provide the arbitrator ~~and~~ the other party with a copy at no charge.

The compensation of any bargaining unit faculty member called as a witness and/or serving as the Association representative in an arbitration hearing shall ~~be reduced for a reasonable period of time to prepare for and to give testimony at the hearing, or in the case of the Association representative, to represent the Association at the hearing~~ be in accordance with ORS 243.798. Every effort shall be made to avoid unduly ~~impairing~~ impairing the work of any bargaining unit faculty member called to serve as a witness.

~~Should a grievance be withdrawn after selection of an arbitrator, all charges by the arbitrator shall be paid by the withdrawing party unless the grievance is withdrawn pursuant to a settlement of the grievance. Should a grievance be withdrawn after selection of an arbitrator, all charges by the arbitrator shall be divided equally between the parties including when the grievance is withdrawn pursuant to a settlement of the grievance.~~

NOTICE OF INTENT TO ARBITRATE

The Oregon Tech Chapter of the American Association of University Professors (OTAAUP) hereby gives notice of its intent to proceed to arbitration concerning the grievance of:

_____ dated _____
which was not resolved satisfactorily at Step Four of the grievance procedure.

Name of Authorized Representative OTAAUP: _____

Signature: _____

Date: _____

I hereby authorize OTAAUP to proceed to arbitration with my grievance. I understand and agree that by filing this notice I hereby waive any rights concerning review by Oregon Tech or judicial review as a contested case under the Administrative Procedures Act (OR § 183) of the decisions rendered at prior steps of the grievance procedure.

OTAAUP Request Does Not Request Mediation as per Section 3 of this Article.

Grievant's name: _____

Grievant's signature: _____

Date: _____