



36 At least ten (10) days in advance of the scheduled hearing, the parties shall meet to  
37 draft a submission agreement. They shall attempt to agree on the precise issue to be submitted to  
38 arbitration, a stipulation of facts, joint exhibits, and any other matter designed to expedite the  
39 arbitration process.

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41 If the parties are unable to agree on the precise issue to be submitted, each party shall submit its  
42 own version of the issue and the arbitrator shall decide the precise issue to be arbitrated. Such  
43 decision shall be made prior to determining arbitrability.

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#### 45 Section 6. Conduct of the Hearing

46 The arbitrator shall hold the hearing in Klamath Falls, Oregon or in Wilsonville, Oregon (depending  
47 on the location of the faculty on behalf of whom the arbitration is undertaken), unless otherwise  
48 agreed to in writing by both parties. The hearing shall commence at the earliest date convenient to  
49 the parties, but in no case more than forty-five (45) days from notification of the arbitrator, unless  
50 mutually agreeable otherwise.

51 If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator shall,  
52 within fourteen (14) days, establish a date for the submission of such briefs and the hearing will be  
53 deemed to have been closed by such date.

#### 54 Section 7. Arbitrability.

55 Once the issue to be arbitrated is decided by the arbitrator, the jurisdiction of the arbitrator shall be  
56 established. If the arbitrator's jurisdiction is under dispute by the two parties, the arbitrator shall hear  
57 the parties on the question of arbitrability, together with any evidence they may find relevant to  
58 determine arbitrability of the issue submitted. Upon concluding the issue is arbitrable, the arbitrator  
59 shall proceed with the hearing at that time.

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61 If the arbitrator has no jurisdiction to act on the issue, the arbitrator shall not hear the matter or  
62 make any decision or recommendation regarding the merits of the issue.

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#### 64 Section 8. Authority of the Arbitrator

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66 The arbitrator derives authority wholly and exclusively from this Agreement. The arbitrator shall  
67 not add to, subtract from, modify, or alter the terms or provisions of this Agreement. The arbitrator  
68 shall refrain from issuing any statement, opinion, or conclusions not essential to determination of  
69 issue submitted for arbitration.

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71 The arbitrator's decision-making authority shall be limited to determining whether procedures set in  
72 this Agreement have been violated, misinterpreted or misapplied, and if so, the arbitrator shall  
73 provide a remedy that makes the grievant whole.

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75 If an arbitrator determines that processes set in this Agreement have not been followed in cases  
76 where academic judgment is involved, the arbitrator shall direct that the matter be reconsidered by  
77 the appropriate decision maker, in accordance with the relevant process. In these cases, the  
78 arbitrator may direct that the status quo ante be maintained until a judgment is made having properly  
79 followed appropriate procedural steps.

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81 The arbitrator shall have no authority: (i) to award monetary damages, fines or penalties, except for  
82 back pay or benefits; (ii) to make a decision limiting or interfering in any way with the powers,  
83 duties, or responsibilities of the university which have not been expressly limited by this Agreement;  
84 or (iii) to consider the discipline of members of another bargaining unit or other university  
85 employees who are not members of the bargaining unit represented by this Association in rendering  
a decision.