

ARTICLE [x]. ARBITRATION

Section 1. Conditions

If the grievance brought under Article [x] on Grievances is not resolved at Step ~~43~~, the Association may submit the matter to arbitration.

Section 2. Time Frame

A formal written Notice of Intent to Arbitrate (see Appendix) must be filed by OT-AAUP with the President of the OIT and the General Counsel of OIT within twenty-one (21) days of date of issuance of Step ~~43~~ decision. Failure to file a written Notice of Intent to Arbitrate within this time limit shall be deemed a waiver of the right to arbitrate.

Section 3. Mediation

Upon filing the Notice of Intent to Arbitrate, the Parties shall submit the issue for mediation to the Oregon Employment Relations Board (ERB), unless one party is unwilling to mediate. The party unwilling to mediate shall notify the other within 3 days of filing the Notice of Intent to Arbitrate.

The Association shall request a list of mediators from ERB. Both Parties shall make a good faith effort to reach an agreement in the mediation process.

However, if either Party decides that mediation has failed, they must declare so in writing to the other Party. Within ten (10) business days of such a declaration, OT-AAUP shall request a list of ten (10) arbitrators from ERB to pursue the issue through arbitration.

Section 4. Selection of an Arbitrator

If the Parties do not agree to pursue mediation, or if mediation fails, then within ten (10) business days of either receipt of the Notice of Intent to Arbitrate, or receipt of the declaration of failed mediation, the parties shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within five (5) business days of this meeting, the party initiating arbitration shall request the Oregon Employment Relations Board (ERB) to submit a list of ~~tenseven (107)~~ arbitrators with experience in higher education faculty employment cases, none of whom shall be an employee or consultant, or previous employee or previous consultant, of the university (OIT), another Oregon public university, the Association (OT-AAUP), the AFL-CIO, the AFT, the AAUP, or any other labor organizations, unless both parties agree otherwise in writing. The arbitrator shall be a practicing attorney.

Each party shall alternately strike one name from the list of ~~tenseven (710)~~; the remaining person shall be the arbitrator. The party initiating the arbitration shall strike the first name.

If the arbitrator selected cannot hold a hearing within ninety (90) days and either party does not agree to an extension, a new list of ~~tenseven (710)~~ names shall be requested from the ERB and the selection described in this section shall be repeated.

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

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The arbitrator's decision-making authority shall be

125 required by the arbitrator shall be divided equally between the parties and each party shall be
126 furnished a copy. If either party wishes a transcript of the hearing, it may have one made at its own
127 expense and shall provide the arbitrator or the other party with a copy at no charge.

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129 The compensation of any bargaining unit faculty member called as a witness and/or serving as the
130 Association representative in an arbitration hearing shall not be reduced for a reasonable period of
131 time to prepare for and to give testimony at the hearing, or in the case of the Association
132 representative, to represent the Association at the hearing. Every effort shall be made to avoid
133 unduly disrupting the work of any bargaining unit faculty member called to serve as a witness.

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135 Should a grievance be withdrawn after the selection of an arbitrator, all charges by the arbitrator
136 shall be divided equally between the parties, including when the grievance is withdrawn pursuant to a
137 settlement of the grievance.

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