

Article ____: Arbitration Procedures

Section 1. Arbitration of Grievances. If the Grievance is not resolved at the President's level, only the Association may, within ~~twenty (20)~~ ten (10) calendar business days of the date of the written response from the President or President's designee, file a Notice of Intent to Arbitrate form with the President and General Counsel of the University. Failure to file the Notice of Intent to Arbitrate form within the time limit shall be deemed a waiver of the right to arbitrate and a withdrawal of the underlying Grievance with out prejudice the ability to refile

Section 2. Mediation. Within ~~five-ten (510)~~ calendar business days of filing the Notice of Intent to Arbitrate

agreed upon within five (5) calendar days the timeframe

above, the Association shall have ~~five-ten (510)~~ calendar business days (i.e. ~~ten- twenty (240)~~ total business days from the date of filing the Notice of Intent to Arbitrate) to then submit its request to the ERB for a list of ~~ten (10) arbitrators from Oregon, Washington, and California~~

If mediation is chosen and fails to resolve the issue, the Association will then have five (5) calendar business days of either party declaring in writing to the other party that mediation has failed to resolve the issue to then submit its request to the ERB for the list of ten (10) arbitrators. The cost of the mediation shall be split equally between the parties.

Section 3. Selection of an Arbitrator. Within ~~ten (10)~~ calendar business days of receipt of the ERB's list of arbitrators, the parties shall attempt to mutually agree upon an arbitrator from that list or any other mutually agreeable arbitrator whom may 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. The non-initiating party shall strike first and the last remaining arbitrator shall be selected as the arbitrator.

Section 4. Arbitrability. If arbitrability is in dispute between the parties, the arbitrator must decide the question of arbitrability first. The issue of arbitrability may be raised with the arbitrator through a ui1A0015 45o T 09 4y.tsue oh the arbitrstiontor]TJTETTj .711 .031

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~~If the motion is filed before the date of the arbitration, the moving party must file the motion with the arbitrator and opposing party no less than forty~~

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~~Arbitration Association (AAA) or, if the parties agree, in accordance with AAA's Expedited Arbitration Rules.~~

~~The arbitrator shall apply a preponderance of the evidence burden of proof standard in all cases.~~

If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator shall establish a date for the submission of such briefs and the hearing will be deemed to have been closed by such date.

Section 6. Authority of the Arbitrator. The arbitrator derives their authority wholly and exclusively from the express terms of this Agreement. The arbitrator shall neither add to, subtract from, nor modify the terms of this Agreement. The arbitrator shall confine the decision solely to the application and/or interpretation of this Agreement and the information provided by the parties during the arbitration proceeding. The arbitrator shall refrain from issuing any statements of opinion or conclusions not necessary to the determination of the issue submitted. The arbitrator shall have no authority to make any decision limiting or interfering in any way with the powers, duties, and responsibilities of the University and the Board which have been expressly limited by this Agreement. Nor shall the arbitrator consider the discipline of members of another bargaining unit or other university employees who are not members of the bargaining unit represented by the Association in rendering a decision.

In cases involving the exercise of “academic judgment,” the arbitrator shall not substitute personal judgment for that of the official making such judgment but shall confine the determination to whether procedural steps have been followed. If the arbitrator determines that procedural steps have not been followed where an exercise of “academic judgment” is involved, the arbitrator shall direct that the appropriate official in accordance with relevant procedural steps consider the matter. In such case, the arbitrator may not direct that a member be

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party may seek to vacate such in accord with applicable law. The Opinion and Award of the arbitrator shall issue within thirty (30) calendar days of the close of the hearing, unless the parties have agreed to additional time, and shall be in writing setting forth findings of fact, reasoning, and conclusions on the issue submitted.

An arbitrator's Award may or may not be retroactive as the equities of each case may demand ~~but in no case shall an Award be retroactive to a date earlier than thirty (30) calendar days before the date the grievance was initially filed in accordance with Article ___: Grievance Procedures, or the date of the act or omission occurred, whichever is later. Nor shall an arbitrator's Award but shall not include monetary damages, fines, or penalties, except for back pay or benefits consistent with this paragraph.~~

Section 8. Costs. All fees and expenses of the arbitrator shall be borne by the party not prevailing in the arbitration. 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 the witness. The cost of any transcripts required by the arbitrator shall be divided equally between the parties and each party shall be furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at its own expense, but shall provide the arbitrator and the other party a copy at no charge.

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.

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