

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)~~ twenty-one (21) 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 ~~found in Appendix []~~, 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 without prejudice the ability to refile

Section 2. Mediation. Within ~~five-ten (510)~~ five-ten (510) calendar business days of filing the Notice of Intent to Arbitrate, the parties may mutually agree in writing to submit the issue to mediation and request from the Oregon Employment Relations Board ("ERB") that a mediator be assigned.

If mediation is not mutually agreed upon within ~~five (5) calendar days~~ the timeframe above, the Association shall have ~~five-ten (510) calendar business~~ ten-twenty (210) 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-sever (107)~~ ten-sever (107) 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-sever (107)~~ arbitrators. The cost of the mediator shall be split equally between the parties.

Section 3. Selection of an Arbitrator. Within ~~ten (10)~~ 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. Each party shall alternately strike one (1) name from the 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 motion to dismiss either before the date of the arbitration or at the beginning of the arbitration.

*Oregon Tech reserves the right to add to, modify, or amend proposals during the course of negotiations.

2019 OIT/OTAAUP Negotiations
Oregon Tech Counter Proposal
October 15, 2020

~~Except as modified by the provisions of this Agreement, arbitration proceedings shall be conducted in accordance with the prevailing Labor Arbitration Rules of the American 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 appointed, promoted, or awarded indefinite tenure. If such an arbitration award results in continuing a bargaining unit member in employment beyond the time of the effective date of timely notice of nonrenewal of an appointment, the award shall also waive further timely-notice appointments; and with respect to a bargaining unit member whose timely notice is related to the last year before indefinite tenure must be granted former OAR 580-021-0120 and 580-021-0125 now Oregon Tech policy, any extension of an appointment will be deemed to be in accordance with former OAR 580-021-0130 now Oregon Tech policy.

*Oregon Tech reserves the right to add to, modify, or amend proposals during the course of negotiations.

2019 OIT/OTAAUP Negotiations
Oregon Tech Counter Proposal
October 15, 2020