

**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) calendar days of the date of the

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of the arbitrator's decision as to jurisdiction and have the hearing on the merits delayed until such review is completed. Filing for such review shall occur at any time.

Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter or make any decision or recommendation regarding the merits of the issue.

**Section 5. Conduct of the Hearing.** The arbitrator shall hold the hearing in Klamath Falls, Oregon; Wilsonville, Oregon; or, Renton, Washington, depending on the grievant(s) assigned work location during employment by Oregon Tech. The parties are also free to mutually agree to one of these locations or another location.

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

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. 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 not been expressly limited by this Agreement.

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 reconsider the matter. In such case, the arbitrator may not direct that a member be reappointed, promoted, or awarded indefinite

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tenure. If such as arbitration award results in continuing a bargaining unit member in employment beyond the time of the effective date of timely notice of nonrenewable 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 (OAR 580-021-0120 and 580-021-0125), any extension of an appointment will be deemed to be in accordance with OAR 580-021-0130.

**Section 7. Arbitrator's Opinion and Award.** The Opinion and Award of the arbitrator shall be final and binding upon the parties as to the issue submitted, provided that either 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 on which the act or omission occurred, whichever is later.

**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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