

ARTICLE 11 – GRIEVANCE PROCEDURE

11.1 Definitions

A grievance shall be defined as an alleged violation of a specific term or terms of this agreement or a misapplication, or a dispute regarding interpretation of the same.

A grievant is defined as a member of the bargaining unit covered by this Agreement who alleges a grievance, or the Guild alleging a grievance under the terms and conditions of this Agreement as defined above.

11.2 The parties to this Agreement agree to use their best efforts in their attempts to settle grievances at the lowest possible level. Use of the grievance procedure shall be encouraged to obtain prompt settlement of disputes at the lowest possible level. To this end, there shall be no harassment of, or retaliation against, grievants or witnesses testifying at grievance hearings.

11.3 Failure by the grievant to comply with time limitations shall constitute withdrawal of the grievance. Failure by the University to comply with the time limitations shall constitute the right of the grievant to proceed to the next step of the grievance procedure. For purposes of calculating time restrictions, the day immediately following the day a grievance is received or the day immediately following the day a written grievance response is received shall be considered the first day. If a written grievance response is sent via certified mail, the first day shall be considered the day following the date postmarked on the certified mail receipt. Time limits as expressed in this Article may be extended by mutual written agreement. Such extension may be affected by mail or by mutual exchanged faxes or e-mails. In the event that an employee is working a shift other than day shift, and a grievance meeting cannot be scheduled during the beginning or end of his or her shift, the employee shall be consulted as to the time of the hearing so as to not interfere with the employee's normal sleeping patterns. In any event, overtime shall not be required for any participation by bargaining unit employees in the grievance process

11.4 **Step One:** Within thirty (30) days of the situation causing the grievance or within thirty (30) days of when the employee should reasonably have been aware of the situation causing the grievance, the employee and/or the steward or Guild representative shall contact the employee's immediate supervisor to set a meeting to attempt to resolve the dispute. This meeting shall occur within ten (10) days of the supervisor's notification of the need for a meeting. The supervisor will respond within ten (10) days of the meeting. Step One shall not be available in those instances in which disciplinary action has been taken by an appointing authority. In such instances, the grievance procedure shall begin at Step Two.

11.5 **Step Two:** If a satisfactory settlement is not reached in Step One, the grievant or steward shall reduce the grievance to writing on the Guild's grievance form and submit it to the Police Chief or designee for resolution within ten (10) days. The written grievance must contain specifics of the nature of the grievance including proposed resolution and the specific portions of the agreement, violated. Within ten (10) days the Police Chief, or designee, the steward and grievant shall meet to further attempt to resolve the dispute. The Police Chief, or designee, shall issue a written answer to the grievance within ten (10) days of the meeting.

- 11.6 **Step Three:** If a satisfactory settlement is not reached in Step Two, the Guild shall submit the grievance in writing along with the Step One and Step Two written responses to the Vice President for Finance & Administration or designee within ten (10) days. The Vice President for Finance & Administration, or designee, shall review the matter and respond within ten (10) days to the grievant.
- 11.7 **Step Four – Mediation:** Should the Step Three response be unacceptable, the grievant's Guild representative may submit a written request to the Public Employment Relations Commission (PERC) for mediation. The written request for mediation shall be postmarked within ten (10) days of receipt of the Step Three written response. A copy of the written request for mediation shall also be delivered to the University's Labor Relations Officer within the same time period. If the PERC Mediator declares an impasse, the grievant's Guild representative may request arbitration. Either party may elect to waive mediation at any time and proceed to arbitration in accordance with Article 11.8.
- 11.8 **Step Five – Arbitration:** If the Guild and the University waive mediation in writing, or if the PERC Mediator declares impasse, the grievant's Guild representative may request arbitration. The grievant's Guild representative may submit a written request to the Public Employment Relations Commission (PERC) for arbitration. The written request for arbitration shall be postmarked within twenty-one (21) days of the date of the written waiver or impasse letter. The arbitrator shall be appointed from a PERC Dispute Resolution Panel list, limited to nine Washington and Oregon arbitrators. The arbitrator shall be selected with each party alternately striking names until one remains. The arbitrator shall confine himself or herself to the precise issue(s) addressed on the grievance form and submitted for arbitration. The arbitrator shall have no authority to determine any other issue(s) not so submitted nor shall the arbitrator have any authority to add to, subtract from, or modify any provisions of this Agreement. The arbitrator's decision shall be final and binding upon the Guild, and the University. The arbitrator's decision shall be in writing and provided to the University and the Guild.

In the event one Party substantially prevails in the arbitration, the non-prevailing Party shall bear the total cost and expense of the arbitrator. If neither Party substantially prevails, the total cost and expense of the arbitrator shall be borne equally by the Parties. Irrespective of the arbitrator's decision, each Party, shall bear its own costs and expenses of preparing and presenting their own case including all legal/attorney fees. The grievant, the Guild representative, and their witness(es) shall not be paid by the University for preparation for, travel to or from or participation in the arbitration hearings, but may use leave for such activities. Leave need not be taken for the actual time in hearing when the hearing is held during the employees normal work shift. Under no circumstances shall a grievant, Guild representative, or their witnesses be entitled to overtime compensation for attendance at a hearing.

The cost (if any) of the arbitration hearing room and/or a court reporter shall be shared equally by the Parties. Each Party is responsible for ordering and paying for their own copy of a transcript.

- 11.9 As used in this article, "day" shall mean calendar day.