

1 **ARTICLE 15. ARBITRATION**

2 GTFF Proposed Language | ~~GTFF deletion~~ | UO Proposed Language | ~~UO deletion~~ |  
3 Agreed Upon Language | Status Quo

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5 **Section 1.** Arbitration of Grievances  
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7 If the grievance, including those that allege discrimination, brought under ARTICLE 13  
8 (Grievances) is not resolved at Step 3 of that procedure or as a result of consultation under  
9 SECTION 6, ARTICLE 13, the complaining party (the Union or University) may submit the  
10 matter to arbitration. Notice of intent to arbitrate must be filed with the President of the  
11 University or designee or the Union within thirty (30) twenty (20) working days of receipt of the  
12 Step 3 decision or the last consultation as appropriate (ARTICLE 13, SECTION 6).  
13

14 **Section 2.** Selection of the Arbitrator  
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16 Within ten (10) five (5) working days of receipt of the notice of intent to arbitrate, the parties  
17 shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree upon an  
18 arbitrator within ten (10) five (5) working days of the meeting, the party initiating arbitration shall  
19 request the Employment Relations Board to submit a list of five arbitrators, none of whom shall  
20 be an employee of the University, the Union or the American Federation of Teachers, unless  
21 both parties have agreed to the contrary.  
22

23 Each party shall alternately strike one name from the list of five; the remaining person shall be  
24 selected as the arbitrator. The party initiating arbitration shall strike the first name.  
25

26 If the arbitrator selected cannot hold the hearing within twenty (20) days of selection and the  
27 parties do not agree to an extension of time, the selection procedure shall be repeated as  
28 provided herein.  
29

30 **Section 3.** Submission Agreement  
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32 As soon as practicable after the notice of intent to arbitrate has been filed, the parties shall meet  
33 to draft a submission agreement. They shall attempt to agree on the precise issue to be  
34 submitted to arbitration, stipulation of facts, joint exhibits and any other matter designed to  
35 expedite the arbitration process.  
36

37 If the parties are unable to agree on the precise issue to be submitted, each party shall submit  
38 its own version of the issue and the arbitrator shall decide the precise issue to be arbitrated; and  
39 such decision shall be made prior to determining arbitrability.  
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41 **Section 4. Conduct of the Hearing**  
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43 The arbitrator shall hold the hearing in Eugene, Oregon unless otherwise agreed by the parties.  
44

45 If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator shall  
46 establish a date for the submission of such briefs and the hearing will be deemed to have been  
47 closed as of such date.  
48

49 **Section 5. Arbitrability**  
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51 In any proceeding under this Article for which there is a submission agreement, the first matter  
52 to be decided is the arbitrator's jurisdiction to act. In the absence of a submission agreement,  
53 the arbitrator shall first decide the issue to be arbitrated as provided in Section 3 of this Article;  
54 then the arbitrator's jurisdiction shall be decided. If arbitrability is in dispute between the parties,  
55 the arbitrator shall hear the parties on the question before announcing the decision on  
56 arbitrability.  
57

58 Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter  
59 nor make any decision or recommendation regarding the merits of the matter.  
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61 **Section 6. Authority of the Arbitrator**  
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63 The arbitrator shall have the ~~no~~ authority to hear or decide issues or grievances which  
64 relate to allegations of discrimination except when ~~on the basis prohibited by state or~~  
65 federal law, regulation or rule., ~~or except that concerning union activity.~~  
66

67 The arbitrator shall not add to, subtract from, modify or alter the terms or provisions of this  
68 Agreement. The arbitrator shall refrain from issuing any statement or opinion or conclusions not  
69 essential to the determination of the issue submitted.  
70

71 ~~The arbitrator shall have no authority to hear or decide issues or grievances which relate~~  
72 ~~to allegations of discrimination on the basis prohibited by state or federal law, regulation~~  
73 ~~or rule, or except that concerning union activity.~~

74

75 The arbitrator shall have no authority to hear or decide any issue or grievance relating to any  
76 academic decision or judgment concerning the member as a student. The arbitrator may,  
77 however, hear the arguments that an academic decision was arbitrary and capricious,  
78 discriminatory (except as excluded in this Agreement), or based on false information, or  
79 otherwise contrary to the terms of this Agreement. Upon such finding, the arbitrator shall direct  
80 the University to reconsider the matter in accordance with its graduate student academic  
81 grievance procedure and the arbitrator shall maintain jurisdiction over the case until the  
82 University's review is completed.

83

84 If discharge of a GE results from the academic decision that satisfactory progress toward a  
85 degree is not being maintained, as provided in ARTICLE 16 (Discipline and Discharge), Section  
86 4, the arbitrator may hear an appeal of a grievance that the GE was not afforded review of the  
87 academic decision to which entitled under current graduate student academic grievance  
88 procedures. Upon such finding, the arbitrator shall instruct the University to reconsider the  
89 matter in accordance with relevant procedures and shall maintain jurisdiction over the case until  
90 the University's review is completed. If the review results in a determination that satisfactory  
91 progress has been made, the arbitrator may order reinstatement and/or restitution subject to the  
92 limitations in this Article.

93

94 The arbitrator shall have no authority to reinstate as a GE a person who is no longer a student,  
95 or who is not qualified to retain an appointment as a GE for academic reasons. The arbitrator's  
96 award may include back pay, but the time period and amount thereof shall not exceed the  
97 amount and time of the unfulfilled appointment. The arbitrator shall have no authority either to  
98 award reinstatement of an appointment for a period beyond the expiration date or to exceed the  
99 terms and conditions of the original appointment.

100

101 The arbitrator shall have no authority to make a decision which is contrary to the academic  
102 policies and academic regulations of the University.

103

104 The arbitrator shall have no authority to make any decision limiting or interfering in any way with  
105 the powers, duties and responsibilities of the University which have not been limited by this  
106 Agreement.

107

108 **Section 7. Arbitrator's Decision**

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110 The arbitrator derives authority wholly and exclusively from this Agreement. The decision of the  
111 arbitrator shall be final and binding upon the parties as to the issues submitted, provided that

112 either party may appeal the decision on the basis of repugnance to law, jurisdiction or that the  
113 arbitrator exceeded authority granted by this Agreement.

114

115 The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning and  
116 conclusions on the issues submitted.

117

## 118 Section 8. Notification of Arbitration

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120 The University agrees to notify all members of the bargaining unit when an arbitration  
121 case results in finding the University in violation of the CBA. Notifications will be sent by  
122 the President's Office within thirty (30) calendar days of a verdict.

123

124

## 125 **Section 98.** Costs

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127 All fees and expenses of the arbitrator shall be paid by the party not prevailing in the matter.

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129 Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses,  
130 if any, shall be borne by the party calling the witness. The costs of any transcripts of the hearing  
131 required by the arbitrator shall be divided equally between the parties and each party will be  
132 furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made  
133 at its own expense, but shall provide the arbitrator and the other party a copy at no charge.

134

## 135 **Section 109.** Miscellaneous Provisions

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137 Except as modified by the provisions of this Agreement, arbitration proceedings shall be  
138 conducted in accordance with the rules of the Oregon Employment Relations Board.

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140 The compensation of any GE called as a witness and/or one GE serving as the Union  
141 representative in an arbitration hearing shall not be reduced for the period of time required to  
142 give testimony at the hearing, or in the case of the Union representative, to represent the Union  
143 at the hearing.

144

145 The burden of proof in all matters except discipline and discharge shall be upon the grievant; or  
146 if the issue is brought under ARTICLE 13 (Grievances), Section 6, the burden of proof shall be  
147 upon the complaining party.