

Article 8 – Grievance Procedure

Section 1. The parties recognize that disputes may occasionally arise concerning the terms and conditions of this Agreement and such disputes shall be resolved through this grievance procedure.

Section 2. A grievance is a claim by an employee or group of employees covered by this Agreement, or by the Union, that the University has violated a specific provision of this Agreement.

Contents — The written grievance shall include the following information:

- A. The type of grievance (individual, group, Union).
- B. The following information about the grievant(s) (if applicable):
 - 1. Name
 - 2. Contact information
 - 3. Department/hiring unit
 - 4. Job classification
 - 5. Immediate supervisor's name, job classification, and contact information
- C. The following information about any representative (if applicable):
 - 1. Name
 - 2. Contact information
- D. The date of the violation
- E. The specific Article(s) and Section(s) of the Agreement violated
- F. A description of the violation with pertinent facts (as known at the time of filing)
- G. Remedy requested
- H. The signature of each grievant (or representative)

Section 3. The parties support the resolution of problems at the lowest possible level and to that end encourage informal discussions to resolve problems without the grievance procedure. Prior to initiating a grievance, the aggrieved party is encouraged to discuss the matter with the immediate supervisor. If requested, a Union representative may be involved in the discussion. Resolutions from pre-grievance discussions, although final, shall not be precedential.

Section 4.

Step One — Step One is optional; grievances may be filed and immediately proceed to Step Two. A grievance must be filed in writing by the Union in the Office of the Department Chair, with a copy to the Assistant Vice President of Labor Relations and the Labor Relations Office (laborrel@uw.edu). For grievances involving Hourly ASEs that are not working in a Department, the grievance shall be filed with their Hiring Unit Director (such as the manager of the tutoring center they work at, etc.). The grievance shall state the pertinent facts of the case with reasonable particularity, including the section(s) of the Agreement allegedly violated, and the remedy or desired outcome that is sought. The date of filing is the date the grievance is received at the Office.

The grievance must be filed within thirty (30) calendar days from the occurrence of the events giving rise to the grievance, or from the time at which the aggrieved individual should reasonably have become aware of the grievance. The date of the meeting will be mutually agreed upon within fourteen (14) calendar days of receiving the grievance, and when possible, the Chair (or designee) or Hiring Unit Director (or designee) shall meet with the grievant and the Union within the aforementioned fourteen (14) calendar days. The Chair (or designee) or Hiring Unit Director (or designee) shall issue a written response to the grievance within seven (7) calendar days of the meeting.

Resolutions at the Step One, although final, shall not be precedential.

Step Two — If the Union bypasses Step One or is not satisfied with the Step One response, it may appeal in writing within seven (7) calendar days after receipt of the Step One decision; or in the case where Step One is bypassed, the grievance must be filed within thirty (30) calendar days from the occurrence of the events giving rise to the grievance, or from the time at which the aggrieved individual should reasonably have become aware of the grievance. The Step Two appeal or Step Two filing shall be made to the Dean of the Graduate School, with a copy sent to the Assistant Vice President of Labor Relations and the Labor Relations Office (laborrel@uw.edu). The Union recognizes that the Dean may choose to designate other appropriate University personnel to act as the University's representative for purposes of this Step Two. The date of the meeting will be mutually agreed upon within fourteen (14) calendar days of receiving the grievance and when possible, the Dean (or designee) and the Assistant Vice President of Labor Relations (or designee) shall meet with the Union and grievant within the aforementioned fourteen (14) calendar days and issue a written response to the grievance within fourteen (14) calendar days of the meeting. The requirement of a meeting may be waived by mutual agreement.

Step Three – Mediation

If a satisfactory settlement is not reached at Step Two, the Union may file a request, within fourteen (14) calendar days, for grievance mediation services with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy to the Labor Relations Office (laborrel@uw.edu). In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses. Either party may skip Step Three. The parties may mutually agree to use a mediator from the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed upon mediation provider. The cost of the mediation, if applicable, shall be shared equally by the parties. These services shall run concurrent with Step Four and shall not prevent nor delay the scheduling of an arbitration hearing.

Step Four — Arbitration

1. In the event the parties are unable to resolve the grievance at the prior step, or the step was skipped, the matter may be appealed to an impartial arbitrator for resolution. The appeal must be made within fourteen (14) calendar days of

receiving the Step Two decision or the conclusion of the prior step. The submission of the matter to arbitration shall be provided to the Assistant Vice President of Labor Relations and shall state the issue to be arbitrated and the remedy that is sought.

2. Selection of an arbitrator:
 - a. The parties agree to utilize an existing panel of five (5) arbitrators who will preside over complaints appealed to arbitration.
 - b. Either party may request that a panel member be removed provided a 30-day notice is given to the other party.
 - c. Changes to the panel members will apply to all three (3) UAW-UW collective bargaining agreements.
 - d. Grievances appealed to arbitration shall be rotated between the panel members, except that, in the event scheduling problems exist, either party may request that the panel member next scheduled may be passed over.
3. Arbitration hearings shall be scheduled within 60 calendar days of the appeal to arbitration whenever possible.
4. The arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association. The arbitrator shall render a decision on the grievance within 30 calendar days of the close of the hearing.
5. The decision of the arbitrator shall be binding on all parties.
6. The expenses and fees of the arbitrator shall be shared equally by the Union and the University.
7. The parties agree that the arbitrator shall not have the power or jurisdiction to render a decision that adds to, subtracts from, alters, amends or modifies in any way the terms and conditions of this Agreement. The arbitrator shall have no jurisdiction or authority to substitute their judgment for any academic judgment made by the University.
8. In disciplinary cases, the remedy available to the arbitrator shall not exceed making the employee whole for the remainder of the individual's appointment period.
9. Each party shall bear its own fees and expenses in presenting its case, including the costs of legal representation.

Section 5. Time Limits. Failure to file or appeal a grievance within the specified time periods shall constitute a waiver of the grievance, and the matter shall be deemed resolved. By mutual written agreement, the parties may extend any and all time limits.

Section 6. The failure by the Employer to give a decision within the prescribed time limits under this Article shall permit the Union to proceed with the appeal to the next level. Notwithstanding this process, the Employer fully accepts its good faith obligation to process grievances, confer with grievant(s) and UAW representatives, and issue written decisions in accordance with the procedure described above.