

## **ARTICLE 7**

### **Resolution of Disputes**

#### 7.0 Purpose

In the interest of promoting harmonious and cooperative relations between the University of Alaska and the Union, the parties hereby agree to the following terms for the resolution of disputes.

#### 7.1 Definitions

- a. A "grievance" is a written allegation, made in the manner prescribed in Article 7.22, by the Union on behalf of a unit member that an express term of the Agreement has been violated, misinterpreted or improperly applied, and that the unit member has been damaged in some manner by the alleged violation. The University of Alaska's obligations to refrain from illegal acts under federal and state laws, Regents' Policy, University Regulation, and any other policy or procedure requiring accommodation, prohibiting discrimination or sexual harassment are not obligations under this collective bargaining agreement and are not subject to the grievance procedure.
- b. A "grievant" is the party alleging a grievance and who has been damaged in some manner by the alleged violation.
- c. Unless otherwise specified in this article, a "day" is a working day, Monday through Friday, at the unit from which the grievance arose, i.e., a day on which the University of Alaska Anchorage, University of Alaska Fairbanks, or University of Alaska Southeast, respectively, are open for business, even if classes are not scheduled.
- d. A "filing" is the receipt of a written grievance by personal delivery, certified mail or facsimile. If personal delivery is used, the administrator shall provide a written receipt. If certified mail is used, the return receipt shall establish the date of delivery. If facsimile is used, the facsimile cover sheet shall be signed and dated by the receiving party and returned to the grievant, thus establishing date of delivery. Reasonable efforts will be made to avoid inappropriate disclosure of correspondence.
- e. A "response" is the issuance of a written decision to a grievance by certified mail, facsimile or personal delivery. If personal delivery is used, the union shall provide a written receipt. If certified mail is used, the return receipt shall establish the date of delivery. If facsimile is used, the facsimile cover sheet shall be signed and dated by the receiving party and returned to the university, thus establishing date

of delivery. Reasonable efforts will be made to avoid inappropriate disclosure of correspondence.

- f. An "administrator" is the first level dean or director outside the bargaining unit with administrative responsibility for the academic unit in which the grievant is employed and the grievance arose.
- g. A "meeting" can be conducted with the parties at one physical location or the parties connected by teleconference, videoconference, or other appropriate technology.
- h. A "MAU" is a major administrative unit. These are the University of Alaska Anchorage, the University of Alaska Fairbanks, and the University of Alaska Southeast.

## 7.2 Grievance Resolution Process

The Grievance Resolution Process is the sole and exclusive process for resolving grievances as defined in 7.1(a).

### 7.21 Step 1: Informal Resolution

The grievant or the Union must notify the responsible administrator of the grievance and must attempt an informal resolution with the administrator. The Union may inform Statewide Labor Relations of the grievance in an attempt to arrive at a mutually acceptable resolution of the matter. Notification that there is a grievance must be given in writing to the administrator within 30 calendar days after the event giving rise to the grievance, or within 30 calendar days after the grievant became aware, or reasonably should have been aware of the event giving rise to the grievance, whichever is later. The administrator may delegate responsibility to respond to the grievance at this level.

If within 10 days of notification of the administrator in Step 1 the attempt at an informal resolution of the grievance is not successful and the grievant chooses to pursue the grievance, the Union must file a formal grievance in writing with the administrator.

### 7.22 Step 2: Formal Resolution at First Level

The formal grievance shall be signed by a Union representative and shall include the following:

- a. the specific term(s) of this Agreement alleged to have been violated, misinterpreted, or misapplied;
- b. a description of the grounds of the grievance including names, dates, places, and times necessary for a complete understanding of the grievance;

- c. a description of the damage suffered by the grievant;
- d. the remedy sought;
- e. the name(s), academic unit(s), Major Administrative Unit, telephone number, and address at which the grievant shall receive all correspondence related to the grievance; and
- f. the name, telephone number, and address of the grievant's representative.

The administrator receiving the grievance shall, within 10 days, issue a written finding to the Union representative.

If the Union is not satisfied with the finding of the administrator at Step 2, the grievance may be advanced in writing to the chancellor within 10 days of the Union's receipt of the Step 2 finding, or the date the finding was due, whichever occurs first. The Union may copy Statewide Labor Relations with the grievance in an attempt to arrive at a mutually acceptable resolution of the matter.

If the administrator in Step 2 is the chancellor, the grievance shall move immediately to Step 4. If the administrator in Step 2 is the president, the grievance shall move immediately to Step 5.

#### 7.23 Step 3: Appeal to Chancellor

Within 10 days following the receipt of grievance, the chancellor, or designee, shall issue a written finding to the Union representative.

If the Union is not satisfied with the finding of the administrator in Step 3, the grievance may be advanced in writing to the president of the University within 10 days of the Union's receipt of the Step 3 finding or the date the finding was due, whichever occurs first.

#### 7.24 Step 4: Appeal to President

The president, or designee, shall have the opportunity to review any grievance filed at or appealed to Step 4. The president, or designee, shall have 10 days to review the evidence and render a decision, or may request a meeting with dates, time limits, and other details to be agreed upon between the parties. In no case shall this review result in more than a ten (10) day delay in moving to the arbitration process described below, without the written consent of the parties. The president may, at any time, waive Step 4 and refer the parties to Step 5, arbitration.

## 7.25 Step 5: Arbitration

### a. Arbitrator Selection

If the Union is not satisfied with the finding of the president of the University, or his or her designee, and intends to advance the grievance to binding arbitration, it may do so by so notifying the University's Office of Labor Relations in writing within 20 days of the Union's receipt of the finding or the date the finding was due, whichever occurs first. The University and the Union will attempt to agree upon a mutually acceptable arbitrator to hear the case. If the parties are unable to agree upon an arbitrator within a ten (10) day period, the party seeking arbitration shall send a request to the American Arbitration Association for a list of arbitrators. The arbitrator shall be selected in accordance with the Voluntary Rules of the American Arbitration Association.

### b. Arbitration Issues

Issues not specifically identified in writing in the Step 2 grievance filing or response shall not be submitted to the arbitrator for decision. The parties may mutually agree, in writing or on the record, to waive this provision, but neither party shall be obligated to do so. The arbitrator shall not consider allegations that are not filed and processed in a timely manner as prescribed in this Agreement.

### c. Pre-Arbitration Communication

At least 10 days prior to an arbitration hearing, the parties shall provide each other tentative witness lists, statements of the issues, and copies of documentary evidence expected to be introduced in the hearing. In the interest of expediting the arbitration process, the parties shall attempt to stipulate to issues, facts, and evidence to be presented in arbitration.

### d. Arbitration Hearing and Costs

To the extent consistent with the terms of this Agreement, the arbitrator shall schedule and conduct the hearing in accordance with the Voluntary Rules of the American Arbitration Association. The losing party shall pay the costs and fees of the arbitrator. Fees charged for postponement, unilateral withdrawal, or cancellation shall be borne by the party initiating such action. Each party shall be responsible for the costs of presenting its case.

### e. Authority of the Arbitrator

The arbitrator shall have no authority to add to, subtract from, modify, or amend the terms of the Agreement. The arbitrator shall confine the decision solely to the application or interpretation of the express terms of the Agreement for which there is a

reasonable basis. Where provisions of the Agreement call for the exercise of academic judgment, the arbitrator shall not have the authority to substitute her/his judgment for that of the official making such judgment. In no case, shall the arbitrator have the authority to grant a remedy that includes an appointment of any duration. The decision of the arbitrator shall be final and binding on both parties to the extent permitted by provisions of this Agreement and established by applicable law. Damages may not exceed the amount of compensation for the term of the appointment under which the grievance was filed.

f. Retroactivity

An arbitrator's award may be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than 30 days prior to the date the grievance was filed with the University.

7.26 General Provisions

a. Failure to File in a Timely Manner

If the grievant or Union does not initiate a grievance in accordance with the Article 7.21 of this Agreement, the grievance shall be considered invalid and shall not proceed any further in the grievance resolution process. The University may request either the arbitrator or a court of competent jurisdiction to decide the issue of timeliness prior to the arbitration on the merits. The timeliness issue shall be decided well in advance of the arbitration hearing on the merits.

b. Failure to Respond

If, at any step in Grievance Resolution Process, the University fails to respond within the time period prescribed, the Union may advance the grievance to the next step. If, at any step in the Grievance Resolution Process, the Union fails to respond within the time period prescribed, the grievance shall be considered permanently resolved on the basis of the University's latest response.

c. Grievance Meetings

Meetings between the grievance respondent and the grievant and/or the Union may be called by Labor Relations.

d. Modification of Timelines

By mutual agreement, the parties may extend the grievance filing and response timelines set forth in 7.2. Such agreements shall be confirmed in writing by the party requesting the extension. Extensions may be used to enable the parties to work informally to address and resolve disputes, either before or during the processing of grievances.

By mutual agreement, the parties may advance the step for filing a grievance, or may reduce the timelines set forth in Article 7.2. Such agreements shall be in writing signed by both parties.

e. Representation and Advice of Counsel or Staff

The Union and the University may be advised or represented by counsel or staff of their choice during any stage of grievance proceedings. Advice or representation by an attorney or staff person at any level shall not be the basis for disqualifying such attorney or staff person at any other stage. Any conflict of interest which might be raised upon the basis of such advice or representation is expressly waived with respect to all other stages of the process.

f. Non-Retribution

The parties agree that there shall be no retribution or reprisal against a unit member for exercising, in good faith, his or her rights under this procedure.

7.27 Grievances Filed by the University

The University may file a grievance against the Union within 30 days after the event giving rise to the grievance occurred or within 30 days after the University became aware or reasonably should have been aware of the event giving rise to the grievance, whichever is later. The grievance shall be filed by the University's director of labor relations with the president of the Union. If the grievance is not resolved within 30 days from the date of filing, the University may advance the grievance to arbitration pursuant to 7.25. The cost and fees of the arbitrator will be apportioned between the parties as determined by the arbitrator.