

ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Definitions.

- A. "Grievance": means any dispute between the University and the Akron-AAUP or between the University and a bargaining unit employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement, subject to those exclusions appearing in other Articles in this Agreement.

- B. "Grievant": means either a member of this bargaining unit or the Akron-AAUP, who or which, as the case may be, pursues a Grievance under this Article.

- C. "Day": means Monday through Friday, when University classes are scheduled and in session.

- D. "GCAO": means the Grievance and Contract Administration Officer of the Akron-AAUP, or his/her designee.

- E. "AVPELR": means the University's Assistant Vice President of Employee and Labor Relations, or his/her designee.

Section 2. Informal Resolution/Mediation.

- A. Nothing contained in this Article will be construed so as to prevent the informal adjustment of any Grievance. The parties agree that, whenever possible, disputes shall be resolved informally, and the parties encourage open communications so that resort to the formal grievance procedure will not be necessary. Prior to initiating a formal grievance, the Grievant and the appropriate University administrator (Provost, dean, and/or department chair/faculty coordinator with supervisory responsibility) shall make a reasonable effort to meet and adjust the grievance in an informal manner.
- B. While an individual Grievant has the right to be advised or assisted by the Akron-AAUP in attempting to secure informal resolution, such advice or assistance is not required. However, any resolution achieved without the Akron-AAUP's assistance shall not be binding upon the Akron-AAUP or another bargaining unit member.
- C. Notwithstanding the other provisions of this Article, the GCAO and the AVPELR may mutually agree to mediation.

Section 3. Initiation of Formal Grievance.

- A. The formal grievance process shall be initiated by reducing the Grievance to writing, signed and dated by the Grievant and/or the GCAO and two copies will be presented to the AVPELR within twenty (20) days after the occurrence of the events upon which it is based or within twenty (20) days after the Grievant knew or through the exercise of reasonable diligence should have known of the events on which it is based. The formal grievance document shall state the events upon which the grievance is based; the basis for the Grievance, including the specific Articles and Sections of this Agreement or University rules or practices that are alleged to have been violated; and specify the relief and remedy sought and shall be submitted on forms, which shall be agreed to by the parties, provided, however, that the failure to comply with any of these specific requirements regarding the grievance document shall not be a basis for claiming that the grievance is untimely, or for denying the grievance so long as the missing information is provided at the initial meeting.
- B. A Grievance may be initiated at Step Two if all parties concur to initiate it at that level.

Section 4. Step One.

Within ten (10) days of receiving the formal grievance document the AVPELR will schedule a Step One meeting involving the dean and/or the dean's representative, the Grievant and the GCAO. The Step One meeting will occur at a time and place

convenient to all parties and shall transpire no later than ten (10) days of the AVPELR receipt of the formal grievance document. Within ten (10) days after the Step One meeting, the AVPELR shall provide the GCAO and the Grievant with a written response.

Section 5. Step Two.

If the GCAO and the Grievant are not satisfied with the AVPELR's Step One response to the formal grievance, the formal grievance may be advanced to Step Two by the Akron-AAUP filing a written Notice of Appeal with the AVPELR within ten (10) days after the receipt by the Akron-AAUP of the Step One response. This Notice of Appeal shall state the reasons why the Step One disposition is not satisfactory. Within ten (10) days of receipt of such Notice of Appeal, a Step Two hearing, with the Provost and/or designees, the Grievant, and the GCAO, will be scheduled by the AVPELR. The Provost and the President of the Akron-AAUP may reasonably include other representatives in the meeting. The AVPELR shall send a written disposition of the formal grievance to both the Grievant and the GCAO within ten (10) days following the conclusion of the Step Two hearing.

Section 6. Arbitration.

If the Akron-AAUP is not satisfied with the University Administration's Step Two written disposition, it may, at its sole discretion, within twenty (20) days of the receipt of the Step Two answer, appeal the Grievance to arbitration. Any appeal to arbitration made hereunder shall be initiated by giving written notice of such appeal to the Federal Mediation and Conciliation Service ("FMCS") and simultaneous written notice to the AVPELR.

- A. Within five (5) days following receipt of a list of arbitrators, all of whom must be members of the National Academy of Arbitrators, from FMCS, if the arbitrator is not selected by mutual agreement, the parties will alternate in striking names until only one (1) name remains. Which party strikes first shall be determined by a flip of the coin, or as the parties otherwise may agree. If the arbitrator thus chosen cannot serve, the parties shall request a new list and begin the selection process anew. However, in the event either party finds the initial panel to be unacceptable, it may reject the same and request a new panel at its expense. The party which did not reject the first panel shall have the option of having the parties alternatively strike from the second panel only or from both panels.
- B. The procedural format for arbitration shall be either: (a) the FMCS rules for voluntary labor arbitration or (b) the FMCS rules for expedited labor arbitration. If the parties cannot agree in advance of the date the notice of appeal to arbitration is to be filed, as to the procedural format to be followed, the arbitration shall be conducted under the FMCS rules for voluntary labor arbitration.

- C. Two days prior to the hearing, the parties will exchange the names of all witnesses to be called and exhibits to be introduced during their case in chief.

Section 7. Arbitrator's Authority and Decision.

- A. The arbitrator shall have no authority to vary the procedures (including any time limit) prescribed herein or otherwise to add to, subtract from, or modify the terms of the contract. The arbitrator's task shall be to interpret the specific provisions which the Grievant or GCAO allege that the University has violated.
- B. The arbitrator's decision will be rendered in writing within thirty (30) days of the close of the hearing or twenty (20) days from his/her receipt of the briefs, whichever is later, unless the parties mutually agree to a later award.
- C. Arbitration awards shall be in writing and shall explain the reasons for the arbitrator's decision. The arbitrator's decision will be final and binding on the Parties and may be enforced in any court of competent jurisdiction. If either party seeks clarification of the arbitrator's decision or seeks to request the arbitrator's assistance regarding implementation of the remedy, any such communication to the arbitrator shall be done jointly by the parties.

Section 8. Arbitration Procedures.

- A. If the procedural arbitrability of the grievance is challenged, the issue of procedural arbitrability shall be heard and decided by written opinion before the grievance is heard on its merits.
- B. The arbitrator shall not hear multiple grievances in the same hearing unless the issues are identical or the parties mutually agree otherwise.
- C. The grievant shall be restricted to the specific contract violation alleged in the grievance and the documents relating to Steps 1 and 2.
- D. Either party shall have the right to have the hearing transcribed at its cost and to submit a post-hearing brief.
- E. In disciplinary cases, evidence of all relevant prior offenses or misconduct shall be admissible.
- F. The arbitrator shall not consider any statement made by a federal or state mediator unless made at the table to both parties.

- G. The University Administration and the Akron-AAUP will bear their own grievance process and arbitration expenses individually and share the arbitrator's fee and expenses equally.

Section 9. Time Limits.

- A. Time limits in the steps may be shortened or extended by mutual written agreement of both parties. Any such extension or contraction does not constitute a waiver of the right to insist on the time limits on any other Grievance or arbitration.

- B. Failure of either party to abide by the time limits shall result, at the other party's option, in the advancement of the Grievance to the next level, or, upon five (5) days written notice, acceptance of the party's position which last responded, unless the other party further responds within the five (5) day period.