



1 UNITED ACADEMICS PROPOSAL

2  
3 ARTICLE 16  
4 ARBITRATION  
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6 **Section 1.** If the grievance brought under Article 15, Grievance Procedure is not resolved  
7 at Step 3, the Union may submit the matter to arbitration.  
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9 **Section 2.** Notice of intent to arbitrate must be filed with the President of the University  
10 within twenty (20) working days of receipt of the Step 3 decision.  
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12 **Section 3.** Within five (5) working days of receipt of the notice of intent to arbitrate, the  
13 parties shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree  
14 upon an arbitrator within five (5) working days of the meeting, the party initiating  
15 arbitration shall request the Oregon Employment Relations Board to submit a list of five  
16 (5) arbitrators with experience in higher education cases, none of whom shall be an  
17 employee at the University of Oregon unless both parties have agreed to the contrary.  
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19 Each party shall alternately strike one name from the list of five; the remaining person  
20 shall be selected as the arbitrator.  
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22 If the arbitrator selected cannot hold the hearing or render a decision within a reasonable  
23 amount of time, a new list of five (5) names shall be requested from the Oregon  
24 Employment Relations Board and the selection procedure shall be repeated.  
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26 **Section 4.** At least ten (10) days in advance of the scheduled hearing, the parties shall  
27 meet to draft a submission agreement. They shall attempt to agree on the precise issue to  
28 be submitted to arbitration, stipulation of facts, joint exhibits and any other matter  
29 designed to expedite the arbitration process.  
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31 If the parties are unable to agree on the precise issue to be submitted, each party shall  
32 submit its own version of the issue and the arbitrator shall decide the precise issue to be  
33 arbitrated.  
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35 **Section 5.** The arbitrator shall hold the hearing in Eugene, Oregon unless otherwise  
36 agreed by the parties. The hearing shall be held without unreasonable delay upon the  
37 arbitrator's acceptance of the case.  
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39 If the arbitrator or either party requests that post-hearing briefs be submitted, the  
40 arbitrator shall establish a date for the submission of such briefs and the record will be  
41 deemed to have been closed as of such date.  
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1 **Section 6.** The arbitrator shall neither add to, subtract from, modify, or alter the terms or  
2 provisions of this Agreement.

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4 The arbitrator shall have no authority to hear or decide any issue or grievance relating to  
5 any academic decision or judgment, except whether an academic decision was arbitrary  
6 and capricious, or based on false information, or otherwise contrary to the terms of this  
7 Agreement.

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9 **Section 7.** The arbitrator derives authority wholly and exclusively from this Agreement.  
10 The decision of the arbitrator shall be final and binding upon the parties as to the issues  
11 submitted, provided that either party may appeal the decision on the basis of repugnance  
12 to law, jurisdiction, or that the arbitrator exceeded authority granted by this Agreement.

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

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17 **Section 8.** All fees and expenses of the arbitrator shall be paid by the party not prevailing  
18 in the matter.

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

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27 **Section 9.** The compensation of any faculty member called as a witness and/or serving as  
28 the Union representative in an arbitration hearing shall not be reduced for the period of  
29 time required to prepare for and to give testimony at the hearing, or in the case of the  
30 Union representative, to represent the Union at the hearing.

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