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ARTICLE 6: GRIEVANCE PROCEDURE

The Union and the Employer agree that it is in their best interest to resolve disputes at the earliest opportunity and at the lowest level. Whenever possible, disputes should be resolved informally prior to filing a formal written grievance. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

6.1. Definition.
A grievance, within the meaning of this Agreement, shall be defined as any dispute between the University and the Union, an employee, or a group of employees as to alleged misapplication or misinterpretation of the terms of this Agreement or the Employer's written personnel rules, policies or practices.

6.2. Employee Grievance Rights.
Any employee who believes they have been aggrieved may personally seek relief from that condition by filing a grievance, irrespective of any supervisor's opinion of the grievance's validity. In the presentation of grievances, the employees shall be safe from restraint, interference, discrimination, or reprisal.

6.3. Employee Representation.
The Union as exclusive representative of bargaining unit employees is the responsible representative of said employees in grievance matters.

6.4. Time Limitations.
An extension of the time limitations as stipulated in the respective steps below, may be obtained by mutual consent of the parties. Failure of the union to comply with the time limitations without a request of time extension shall constitute withdrawal of the grievance. Failure of the Employer to comply with the time limitations without a request for time extension shall move the grievance to the next step of the grievance procedure. For the purpose of calculating time requirements, the first day shall be the day following the day on which the employee was aware, or reasonably should have been aware, of the issue giving rise to the grievance. Saturdays, Sundays, and University holidays shall be included in the calculation of days except that the final day may not be on a Saturday, Sunday, or holiday but will end at the close of the first working day following the Saturday, Sunday, or holiday.

6.5. Contents.
The written grievance shall include the following information:

A. The date upon which the grievance occurred.
B. The specific Article(s) and Section(s) of the Agreement violated.
C. The past practice, rule, policy violated.
D. A description of the events that resulted in the alleged violation.
E. Specific remedy requested.
F. The grievant(s) name and position.

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G. Name and signature of Union representative (Staff or Steward).
H. The nature of the grievance.

Failure to include the above information shall not be a reason for invalidating the grievance. However, the Employer may not arbitrarily delay scheduling a grievance meeting until the Union has provided the above information.

6.6. Pay Status – Meetings.
Meetings and discussions on the grievance held with the Employer in connection with this grievance procedure shall normally be held during the University's regular business hours, or as mutually agreeable, and no deduction in pay status shall be made for the grievant or steward for reasonable time spent in such meetings or discussions during the employee's scheduled duty hours. The work schedule of the grievant will be seriously considered in the scheduling of the grievance meetings. Time off for employees and stewards shall be granted by supervision following a request, but in consideration of job responsibilities. If the requested time off cannot be granted, the parties shall arrange for time off at the earliest possible time thereafter.

6.7. Grievance Withdrawal.
A grievance may be withdrawn by the Union in writing at any time, and if withdrawn shall not be resubmitted.

6.8. Resolution.
If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

6.9. Consolidation.
Grievances arising out of the same set of facts may be consolidated by written agreement.

6.10. Filing and Processing.

A. **Filing.** A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. When possible the thirty (30) day periods above should be used to attempt to informally resolve the dispute. The union steward or staff representative will indicate when a discussion with the Employer is an attempt to informally resolve a dispute.
    1. A grievance involving only Article 47 Contracting must be filed within forty five (45) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. The forty five (45) day periods above must be used to attempt to informally resolve the dispute.
B. **Alternative Resolution Methods.** Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are

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suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

C. **Processing.** Grievance meetings will be held remotely via teleconferencing, but may be held in person with mutual agreement.~~The Union and the Employer agree that in-person meetings are preferred at all steps of the grievance process and will make efforts to schedule in-person meetings, if possible.~~

6.11. Steps of the Grievance Procedure.
All grievances shall be processed in accordance with the following procedure. Upon mutual agreement, Step One, Two or Three may be skipped. Grievances over final counseling or dismissal will begin at Step Two. If either the Union or the Employer elects to skip Step One when a group grievance (five (5) or more grievants) is filed, Step One will be skipped and the grievance will be moved to Step Two.

Step One: Supervisor, Manager or Designee.
If the issue is not resolved informally, the Union may file a written grievance to the supervisor or designee, and ~~the~~ Labor Relations ~~office~~ (laborrel@uw.edu). The Employer will designate a supervisor, manager or designee who will meet in person or confer by telephone with a union steward and/or staff representative and the grievant. The date of the meeting will be mutually agreed upon within fifteen (15) calendar days of receipt of the grievance and when possible the meeting will take place within the aforementioned fifteen (15) calendar days. ~~The format (face to face or by telephone) for the meeting will be by mutual agreement.~~ The employer will respond in writing to the Union within fifteen (15) calendar days after the meeting. The Human Resources Consultant may also attend, if desired by the University. If the grievance is directed against the employee's immediate supervisor, the grievance may be presented to the next higher level of supervision. In the event the employee's immediate supervisor does not have authority to resolve the grievance, the grievance will be presented at the level having authority to act as determined by the Employer.

Step Two:
If a satisfactory settlement is not reached in Step One, said grievance may be moved to the Step Two by filing the written grievance, including a copy of the Step One decision to department head, designee, or to the next appropriate level of management and the ~~Office of~~ Labor Relations within fifteen (15) calendar days after the decision from Step One. ~~The date of the meeting will be mutually agreed upon~~ The parties will begin scheduling the date of the meeting within fifteen (15) calendar days after notice of the filing at Step Two and when possible the meeting will take place within the aforementioned fifteen (15) calendar days. The grievant may be represented by a steward and a Union staff representative. The University will be represented by the appropriate management official(s) or designee(s), a representative from ~~the Office of~~ Labor Relations, and a Human Resources Consultant, if desired by the University. The University will respond in writing within thirty (30) calendar days after the meeting.

Step Three: Grievance Mediation.

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If the grievance is not resolved at the Step Two, the Union may file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy to the Labor Relations Office within thirty (30) days of receipt of the Step Two decision. In addition to all other filing requirements, the request must include a copy of the grievance and all previous responses. The Union may skip Step Three Mediation by providing the Employer written notification within thirty (30) days of the Step Two decision. The Employer will inform the Union, in writing, and PERC within thirty (30) days of receipt of Mediation request if they are not in agreement. If those services are unavailable on a timely basis, the parties may request a list of grievance mediators from the Federal Mediation and Conciliation Service (FMCS) or other agreed upon mediation provider. The cost of the mediation shall be borne equally by both parties.

Step Four: Arbitration.

Initiating Arbitration.

If the grievance is not settled at the prior step, or the step was skipped, either party may advance the grievance to binding arbitration. The grievance must be moved to arbitration within thirty (30) calendar days of the written notice that the employer does not agree to Step Three (3) Mediation, the date of the last mediation session if mediation does not result in resolution, or the Employer's written Step Two (2) response if Step Three is skipped, whichever is applicable. The party moving for arbitration must notify the other party in writing that it is advancing to arbitration, initiate the scheduling process, and must provide availability to the next arbitrator on the panel within ~~thirty~~sixty (60~~30~~) calendar days of advancing the grievance to arbitration. Failure to do so will render the grievance withdrawn, with prejudice, on the ~~thirty~~sixty-first (~~3~~61) day.

~~If a satisfactory settlement is not reached at the prior step, or the step was skipped, either of the signatory parties to this Agreement may submit the grievance to binding arbitration. Such submittal must be made within thirty (30) calendar days following the written notice that the employer does not agree to Step Three (3) Mediation or the conclusion of the prior step.~~

Panel of Arbitrators:

A. ~~The parties, SEIU 925, WFSE 1495 and 3488, and the Employer, agree to maintain a permanent panel of six (6) arbitrators. When it becomes necessary, the parties will meet to replace any arbitrator(s) to ensure the panel contains six (6) arbitrators~~The panel of arbitrators consists of: **[PLACEHOLDER FOR MOU]**

B. These arbitrators shall be assigned cases by the parties on a rotating basis. If the arbitrator is not available to hear the case within sixty (60) calendar days of being contacted to request available arbitration dates either party may elect to go to the next arbitrator in the rotation. If no arbitrator can hear the case within sixty (60)

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calendar days of being contacted, the case will be assigned to the arbitrator who can hear the case on the earliest date.

C. The term of appointment to the panel ~~will be~~is for the life of the Agreement. If an arbitrator ~~decides to remove their name from~~leaves the panel the parties will ~~meet to decide whether to substitute an additional name(s)~~discuss adding a replacement. Any replacement must be mutually agreed upon.

Pre-hearing Disclosures

No later than seven (7) business days prior to the scheduled arbitration, the parties will disclose all witnesses expected to be called in the case-in-chief, and attempt to agree on the issue statement. If the parties are unable to agree on the issue statement, each party shall submit a proposed issue statement to the arbitrator by the same deadline. A copy of any written materials submitted to the arbitrator and all correspondence with the arbitrator will be simultaneously provided to the other party. The parties will meet prior to hearing to discuss exhibits, including identifying joint exhibits and stipulations of admissibility.

~~No later than seven (7) working days prior to the scheduled arbitration meeting, the parties will submit questions of arbitration eligibility to the arbitrator for preliminary determination, share the name of each witness intending to testify at the hearing, and attempt to agree upon the issue statement. A copy of written materials submitted to the arbitrator will be provided to the opposing party.~~

Procedural arbitrability

Issues of procedural arbitrability, including compliance with time limits in this Article, shall be raised by the parties and decided by the arbitrator as soon as practicable in the interest of efficiency in dispute resolution and conservation of union and public resources. If a hearing is needed to determine procedural arbitrability, the arbitrability of the grievance and the merits of the grievance shall be bifurcated and heard separately. A hearing on the merits may only be held after the arbitrator issues a ruling in favor of arbitrability. ~~If either party raises an issue of procedural arbitrability, i.e. that any step of the grievance process or movement to arbitration was not pursued within the time limits proscribed in this article, the arbitrator shall make a determination on the arbitrability issue prior to proceeding to a hearing on the merits of the grievance~~. If the arbitrator determines the grievance is not arbitrable, then no hearing on the merits of the grievance will be held.

Authority of the Arbitrator
The parties agree that the arbitrator shall have no power to render a decision that adds to, subtracts from, alters or modifies in any way the terms and conditions of the Agreement. The parties further agree that the decision of the arbitrator will be final and binding upon all parties.

On written request of the Union or the Employer, the arbitrator may require the

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presence of witnesses and/or documents at hearing. Any such request shall be reasonable and shall be made at least five (5) calendar days before the first hearing date.

The arbitrator shall not admit testimony or documentary evidence after the close of hearing unless the parties expressly agree to its admission. The arbitrator's decision shall be in writing, preferably within thirty (30) calendar days of the close of hearing or the submission of post-hearing briefs, whichever is later.

~~The Union or the Employer will have the right to request the arbitrator to require the presence of witnesses and/or documents. The arbitrator's decision shall be made in writing and the arbitrator shall be encouraged to render the decision within thirty (30) calendar days of the close of the arbitration.~~

In cases where a grievance is moved to arbitration and the Employer did not agree to Step Three: Grievance Mediation, either party may request a pre-arbitration settlement conference. These conferences shall not delay the arbitration process, and may be held with or without the presence of the arbitrator or mediator, at the option of the moving party. In the event that an arbitrator is present, the cost of the arbitrator's participation shall be borne equally by the parties.

The arbitrator shall retain jurisdiction for ~~sixty~~ninety (~~6~~90) days following issuance of the arbitrator's decision to resolve any disputes between the parties concerning the implementation of any remedy ordered by the arbitrator.

6.12. Arbitration Costs.

A. The fees and costs of the arbitrator, court reporter, and the cost (if any) of the hearing room and caucus spaces, will be shared equally by the parties.
B. If the arbitration hearing is postponed or canceled at the request~~because~~ of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
C. If either party desires a record of the ~~arbitration~~hearing, a court reporter may be used. That party may opt to provide a copy of the hearing transcript to the arbitrator.~~If that party purchases a transcript, a copy will be provided to the arbitrator free of charge~~. If the other party desires a copy of the transcript, it will pay for half of all costs involved in hiring the court reporter and producing a transcript for each party and the arbitrator ~~the costs of the fee for the court reporter, the original transcript and a copy~~.
D. Each party is responsible for all fees and costs of its staff representatives, attorneys, experts, witnesses, ~~–~~and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses.

6.13. Files.

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Grievance documents shall be maintained separately from employee personnel files. Employee personnel files will accurately reflect the final outcome of a grievance.

6.14 **Mediation and Arbitration Hearing**.
When a mediation or arbitration hearing is scheduled during the Employer's normal business hours, the Union must submit a release request to the employee's supervisor for approval and a copy to ~~UW~~ Labor Relations for awareness. If the request is approved, the employee assigned to an evening or night shift will be released from their duties with pay the day before or the night of the meeting for the hours required to participate in the mediation or arbitration hearing, for a maximum of eight (8) hours. If the time spent in the mediation or arbitration hearing is less than their regularly scheduled shift time, the employee will work the remainder of their scheduled shift, use paid time off, or use ~~leave without pay~~unpaid time off to fulfill their required hours of work.

Tentatively Agreed To:

For the Union:	For the Employer:
Signed by: Becky K. Stephens 530E07D4212E4C6...	DocuSigned by: Catherine Scheid 9BED1964C6434D0...
Date: 9/20/2026	Date: 9/20/2026