



POLICY FOR ARBITRATION OF ADMINISTRATIVE EMPLOYMENT DISPUTES

April 1, 2002

1. **Arbitrable Disputes.** In the event a dispute arises between an administrative employee with a written contract of employment (“Employee”) and Pacific Lutheran University (“PLU”) or any of PLU’s officers, regents, employees or agents in their capacity as such, regarding any matter arising out of Employee’s employment with PLU, or the separation thereof, including, but not limited to, any dispute or claim arising under any federal or state statute, regulation, law or common law, relating to the employment relationship (collectively “arbitrable matters”), the dispute shall be resolved solely and exclusively by final and binding arbitration conducted in accordance with the terms of this Policy. Arbitrable matters shall not include claims for workers’ compensation or unemployment benefits, which are not subject to the terms of this policy. This policy also does not apply to PLU personnel other than administrative employees with a written contract of employment.

2. Arbitration Procedures.

a. **Commencement of Arbitration.** Arbitration of an arbitrable matter shall be commenced by serving a written demand for arbitration on the other party, either personally or by both regular first class mail and certified mail, return receipt requested. A demand for arbitration initiated by an Employee shall be addressed to the Director of Human Resources. The demand for arbitration shall be served within the applicable statute of limitations periods (deadlines for filing) for the claims upon which the party’s demand for arbitration is based. If arbitration is demanded on a claim after the expiration of the applicable statute of limitation period, the claim shall be void and deemed waived. The demand for arbitration shall identify and describe all of the claims asserted, the facts upon which such claims are based and the relief or remedy sought. After a party serves a demand for arbitration on the other party, the parties shall jointly file a request for arbitration with the American Arbitration Association (“AAA”) pursuant to the National Rules for the Resolution of Employment Disputes (“National Rules of Employment Disputes”).

b. **Arbitration Rules of Procedure.** The arbitration shall be conducted in accordance with the AAA’s National Rules for the Resolution of Employment Disputes (“National Rules”). The National Rules are available in PLU’s Human Resources Department or on line at www.adr.org. Notwithstanding any other provision of the Rules, the parties shall be entitled to conduct such discovery as would be authorized by the Washington Rules of Civil Procedure for a period of 180 days following appointment of the AAA arbitrator, unless a longer period of time is ordered by the arbitrator upon a showing of good cause for the extension. Any disputes or disagreements regarding discovery matters shall be presented to the arbitrator for resolution. The arbitration hearing shall be scheduled and held in accordance with the National Rules. The arbitrator shall render an award and written opinion no later than thirty (30) days following the arbitration. The opinion shall include the factual and legal basis for the award. A judgment on the arbitration award issued pursuant to this Policy may be entered by a court of competent jurisdiction over the parties.

c. **Fees and Expenses.** The parties agree that the expense of the arbitration and the arbitrator’s fees and expenses shall be borne by PLU, except in the case of an arbitration demanded by the Employee, the Employee shall be required to pay only the portion of the expense of the arbitration and the arbitrator’s fees and expenses equal to the amount the Employee would be required to pay to file suit in Washington State Superior Court. Each party shall pay for its own costs and attorney’s fees, if any, except as provided in Paragraph 3 below.

3. Law and Remedies. In making the decision and rendering the award, the arbitrator shall apply applicable substantive law. The arbitrator may award injunctive relief or any other remedy that would have been available to the parties had the matter been heard in court. All statutes of limitation that would apply in court shall apply in the arbitration. The arbitrator may award attorney's fees, arbitration fees and costs to the prevailing party, to the extent authorized by the applicable statutes and which would have been available to the parties had the matter been heard in court.

4. Coordination with PLU Grievance Procedure. PLU is committed to the internal resolution of disputes arising within the University Community, wherever such resolution is possible. Parties to such disputes are strongly encouraged to utilize the PLU Grievance Policy and Procedure to resolve all disputes subject to that policy. PLU does not intend this policy to replace the desire to resolve disputes within the University Community. This policy is, however, designed for those disputes where an internal resolution cannot be achieved.

5. Severability. In the event that any provision of this policy or any contract with any administrative employee (collectively "policy") shall be determined by any court of competent jurisdiction to be unenforceable or otherwise invalid for any reason, the remaining provisions of such policy are severable and the unenforceable or invalidity of any single provision of such policy shall not affect the remaining provisions of this such policy.