

ARTICLE [x]. GRIEVANCES

Section 1. Purpose.

~~The~~ OT-AAUP and ~~Oregon Tech~~~~the Employer~~ affirm their commitment to the fair and equitable treatment of all faculty under the provisions of this Agreement. In cases where a bargaining unit faculty member or ~~the Association~~ OT-AAUP believes that a provision of this Agreement has been violated, misinterpreted, or incorrectly applied, the complaining party may file with the other a grievance, as facilitated by this Article. It is the objective of this Article to outline a process that shall ensure the prompt and efficient investigation and resolution of grievances.

The parties encourage informal resolution of grievances whenever possible and encourage open communication between bargaining unit members and administrators to avoid resort to formal procedures.

Section 2. Definitions.

“Grievance” shall be defined as an allegation of a violation, misinterpretation, or improper application of a specific ~~provision~~~~term~~ of this Agreement

“Grievant” shall be defined as the Association or bargaining unit members bringing forth a grievance as defined above.~~one or more members of the bargaining unit who initiates a grievance or the bargaining unit OT-AAUP when it is the party who initiates a grievance.~~

“Day” means a calendar day.

Section 3. General Provisions

A grievant may represent herself or himself at any step in the grievance process or may decide to be accompanied or represented by an OT-AAUP representative at any point during the grievance process. Regardless of representation, the resolution of the grievance shall be consistent with all the terms of this Agreement.

The Employer shall inform the OT-AAUP grievance officer of a grievance, either formal or informal, within fourteen (14) days of receipt of the grievance regardless of whether the grievant seeks the Association’s representation in this process or not.

A bargaining unit member who is serving as the Association’s grievance officer and files a grievance on their own behalf shall relinquish the role of grievance officer for the bargaining unit until their dispute is resolved.

Grievances alleging prohibited discrimination (see Article [x] on Non-Discrimination) shall be filed within 180 days following the date on which the grievant knew, or reasonably should have known of the act, omission, or condition which is the basis of the grievance.

A grievance alleging prohibited discrimination shall be filed directly at Step ~~43~~, of this article.

47 Grievances alleging discriminatory harassment, including sexual harassment, shall be filed within five
48 years following the date on which the grievant knew, or reasonably should have known of the act,
49 omission, or condition which is the basis of the grievance.

50
51 A grievance alleging discriminatory harassment shall be filed directly at Step ~~43~~ of this article.

52
53 Grievances alleging discrimination under Article [x] on Non-Discrimination shall also be submitted
54 and investigated by the university's Affirmative Action Officer, or similar. A bargaining unit
55 member alleging discrimination may also file an administrative complaint with a relevant outside
56 agency, such as the Bureau of Labor and Industries or the Equal Employment Opportunity
57 Commission.

58
59 All other grievances (formal or informal) based on the terms of this Agreement shall be filed within
60 ~~forty-fivesixty (4560)~~ days following the date on which the grievant knew, or reasonably should have
61 known, of the alleged act or omission or condition which is the basis of the grievance. The ~~forty-~~
62 ~~fivesixty (4560)~~ day limit shall be extended for those bargaining unit faculty members who are
63 ~~subject to Article [X] on Leaves out of the country or are on official leave of absence~~ so that the
64 member has reasonable time after returning to campus to present a grievance.

65
66 At any step in this grievance process, the grievant and the Employer may agree to modify time
67 limits. If so, their agreement to new time limits shall be in writing, signed and dated by both parties.
68 The parties may not unilaterally modify time limits in any of the steps of the grievance process
69 outlined in this article.

70
71 The failure of a grievant, at any step in this process, to appeal or request a review of a decision
72 within the specified time limits, including any extensions thereof, shall be considered acceptance by
73 the grievant of the decision rendered at the previous step.

74
75 The failure of ~~Oregon Tech~~~~the Employer~~ to communicate ~~at the~~ decision on the grievance at any
76 step within the time limits, including any extension thereof, shall allow the remedy sought by the
77 grievant to be granted.~~grievant to continue to the next step.~~

78
79 A grievant may withdraw their grievance at any time.

80
81 Regardless of the outcome of the grievance process, no action adverse to the grievant or the OT-
82 AAUP organization may be taken in retaliation for invoking the grievance process. Such retaliation
83 shall be considered discriminatory, as noted in Article [x] on Non-discrimination.

84
85 ~~The Employer shall inform the OT-AAUP grievance officer of a grievance, either formal or~~
86 ~~informal, within fourteen (14) days of receipt of the grievance regardless of whether the grievant~~
87 ~~seeks the Association's representation in this process or not.~~ The Employer shall communicate all
88 decisions regarding a grievance (at each step of the process) to the grievance officer. All formal
89 communications shall be in writing, delivered to and signed by the recipient, at their respective
90 assigned campus location. Communication regarding a grievance shall take place during an employee
91 contract period, unless otherwise mutually agreed to by the Parties. ***

92 In computing any time limit herein specified, Saturdays, Sundays, holidays, summer sessions,
93 vacations, recesses between terms and other university sanctioned days off will be excluded. ~~Unless~~
94 ~~modified by mutual written agreement, the time limits specified herein shall be the maximum time~~

195 ~~allowed. Failure to comply with time limits on the part of the Employer shall permit the grievance to~~
196 ~~proceed to the next step.~~

197
198 A grievance may not be presented under this Article which occurred prior to the effective date of
199 this Agreement.

200
201 ~~If the matter being grieved relates to an act or omission by the Provost or the President, the~~
202 ~~grievance may be presented at Step Three or Step Four, utilizing the Grievance Form.~~

203 204 Section 4. Grievance Process (Grievance Steps)

205 **Step 1: Informal Presentation of a Grievance**

206 A bargaining unit faculty member or a group of bargaining unit faculty members shall have the right
207 to discuss a grievance with ~~the~~his or her department chair or Dean or Dean's designee, informally,
208 without filing a Grievance Form, within ~~4560~~ days following the date on which the grievant knew,
209 or reasonably should have known, of the act, omission or condition which is the basis of the
210 grievance.

211
212 At this step the grievant may opt to present an oral grievance to ~~the~~his or her department chair or
213 Dean or Dean's designee, with or without the presence of an OT-AAUP representative.

214
215 The grievant may also present a written informal grievance to the ~~department chair or d~~Dean or
216 Dean's designee, either in electronic form or in paper form.

217
218 The grievant should apprise ~~the~~his or her department chair or Dean or Dean's designee that this
219 matter being presented is a grievance arising under the terms of this Agreement in contrast with a
220 non-contractual complaint.

221
222 A resolution at Step 1 shall be recognized in writing, with both Parties signing and dating the agreed
223 upon resolution. The agreed upon resolution shall be communicated by the Employer to the OT-
224 AAUP grievance officer within ~~fourteenseven (714)~~ days from both Parties' signing.

225
226 Non-resolution includes the ~~department chair or d~~Dean or Dean's designee not addressing the
227 matter being grieved.

228
229 Any resolution reached at this step shall not constitute a past practice or any precedent in the
230 disposition of other grievances. In addition any resolution at this step may not be cited by either
231 party in arbitration as the basis for the resolution of a grievance which may arise thereafter.

232
233 If the ~~department chair or the~~ Dean is the subject of the grievance, the bargaining unit member
234 may proceed directly to Step ~~32~~.

235
236 If the ~~parties~~department chair or dean, and the grievant do not resolve the grievance within five (5)
237 days of the initial discussion, the bargaining unit faculty member may proceed to Step 2.

238
239 –Step 2: Formal Presentation to the Dean

140 If the grievant is not satisfied with the decision at Step 1 (during the informal presentation), the
141 grievant may present a written grievance to the Dean or designee within fourteen (14) days of the
142 issuance of the decision at Step 1.

143
144 If the grievant did not use Step 1, she or he shall present a grievance to the Dean or designee, in
145 writing within forty-five (45) days following the date on which the grievant knew, or reasonably
146 should have known, of the act, omission or condition which is the basis of the grievance.

147
148 The grievant must provide the information below. A formal grievance form must be used at this
149 step (Appendix A).

- 150 i. A statement describing the nature of the grievance, the approximate date of the events
151 giving rise to the grievance, and to the degree that the grievant knows, the names of the
152 persons involved in the event;
- 153 ii. The specific provision of this Agreement which is alleged to have been violated; if multiple
154 provisions are violated in one event, all such provisions shall be included in the grievance;
- 155 iii. The remedy sought.

156
157 The Dean or designee shall meet with the grievant and the OT-AAUP representative, if requested by
158 the grievant, within fourteen (14) days of the receipt of the written grievance. A failure to do so
159 shall allow the grievant to continue to Step 3.

160
161 For all meetings, the Parties shall inform each other at least 24 hours in advance of the meeting as to
162 all those who will be participating in the meeting. The location of the meeting shall be on the
163 campus where the grievant is employed at. Exceptions to the location of the meeting can be made
164 by mutual agreement.

165
166 The Dean or designee shall send a decision in writing to the grievant, and to the OT-AAUP
167 representative, if one was requested by the grievant, within fourteen (14) days of this meeting.

168 **Step 3~~2~~: Formal Presentation to the Provost or Designee**

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170 If the grievant is not satisfied with the decision at Step ~~2~~1 (during the informal presentation), a
171 request for review may be filed on the Grievance Review Form with the Provost or Provost's
172 designee within fourteen (14) calendar days of the date of the decision at Step Two, the grievant may
173 present a written grievance to the Provost or designee within fourteen (14) days of the issuance of
174 the decision at Step ~~1~~2.

175
176 If the grievant did not use Step 1, she or he shall present a grievance to the Provost or designee, in
177 writing within sixty (60) days following the date on which the grievant knew, or reasonably should
178 have known, of the act, omission or condition which is the basis of the grievance.

179
180 The grievance must provide the information below. A formal grievance form may also be used at
181 this step (Appendix A).

- 182 i. A statement describing the nature of the grievance, the approximate date of the events
183 giving rise to the grievance, and to the degree that the grievant knows, the names of the
184 persons involved in the event;
- 185 ii. The specific provision of this Agreement which is alleged to have been violated; if multiple
186 provisions are violated in one event, all such provisions shall be included in the grievance;
- 187 iii. The remedy sought.

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The Provost or designee shall meet with the grievant and the OT-AAUP representative, if requested by the grievant, within fourteen (14) days of the receipt of the written grievance review form. A failure to do so shall allow the grievant to continue to the next step, Step 3.

For all meetings, the Parties shall inform each other at least 24 hours in advance of the meeting as to all those who will be participating in the meeting. The location of the meeting shall be on the campus where the grievant is employed at. Exceptions to the location of the meeting can be made by mutual agreement.

The Provost or designee shall send a decision in writing to the grievant, and to the OT-AAUP representative, if one was requested by the grievant, within fourteen (14) days of this meeting.

Step 43: Formal Presentation to the President of the University

If the grievant is not satisfied with the decision at Step ~~23~~, a request for review by the President of ~~Oregon Tech~~ or their designee may be submitted within fourteen (14) days of the date of the decision at Step ~~23~~.

If no decision is timely rendered at Step ~~23~~, then the grievant may file this request with the President or designee, within twenty-eight (28) days of the grievance submitted in writing at Step ~~32~~.

The President’s designee may not be one of the people who heard or reviewed the grievance at Step ~~1, or~~ Step 2, or Step 3.

The President or designee shall meet with the grievant and the OT-AAUP representative, if one is requested by the grievant, within fourteen (14) days of receipt of this request.

For all meetings, the parties shall inform each other at least 24 hours in advance of the meeting as to all those who will be participating in the meeting and as to the location of the meeting.

The President or designee shall send a decision in writing to the grievant within fourteen (14) days of this meeting. A copy of the decision shall also be sent, at the same time, to the grievance officer for OT-AAUP.

Grievances against the Provost may be filed with the President or designee in lieu of the Provost.

If the Association is the grievant, the grievance shall be filed at Step ~~43~~ within ~~forty-fivesixty (4560)~~ days following the date on which the bargaining unit faculty member whose rights under this Agreement were allegedly violated knew or reasonably should have known, of the act, omission or condition which is the basis of the grievance.

Section 5. Arbitration of Grievances

If a grievant is not satisfied with the decision provided in Step ~~43~~ described above, the Association may opt to initiate arbitration proceedings on behalf of the grievant. The grievant, if not represented by OT-AAUP, shall formally request representation by OT-AAUP for the arbitration process. The process for arbitration is outlined in Article [x] on Arbitration.

*OT-AAUP reserves the right to add to, modify, or amend proposals during the course of negotiations.

235 APPENDIX A: CONTRACTUAL GRIEVANCE

236

237 Name of Grievant:

238 OT-AAUP Union Representative (if any):

239 Department:

240 Mailing Address:

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242 Date of event(s) leading to grievance:

243 Name(s) of Person involved in event (if known):

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245 Provision(s) of the Agreement Allegedly Violated:

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247 Article(s):

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249 Section(s):

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251 Statement of grievance (include date of act or omission being grieved):

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256 Remedy sought:

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259 The Grievant (did) _____ (did not) _____ seek an informal resolution of this grievance.

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261 Signature _____ Date _____

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