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3 **OT-AAUP**  
4 **PACKAGE PROPOSAL #1**  
5 **SEPTEMBER 24<sup>TH</sup>, 2020 (12PM TO 4PM BARGAINING SESSION)**  
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8 **Article [ ] on Progressive Discipline (included in full)**  
9 *-As OT-AAUP proposes on September 24, 2020*

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12 **Article [ ] on Grievances (included in full)**  
13 *-As OT-AAUP proposes on September 24, 2020*

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16 **Article [ ] on Arbitration (included in full)**  
17 *-As OT-AAUP proposes on September 24, 2020*

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20 **Article [ ] on Position Description (included in full)**  
21 *-As OT-AAUP proposes on September 24, 2020*

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25 ***This package proposal is presented by OT-AAUP***  
26 ***and must either be accepted or rejected in whole.***

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28 ***If rejected, OT-AAUP retains the right to revert to***  
29 ***its previously presented proposal or stated position***  
30 ***with respect to each of the above-mentioned***  
31 ***proposals.***  
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\*OT-AAUP reserves the right to add to, modify, or amend proposals during the course of negotiations.

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## ARTICLE [x]. PROGRESSIVE DISCIPLINE AND TERMINATION FOR CAUSE

The Association and the Employer affirm their commitment to the fair and equitable treatment of all faculty under the provisions of this Agreement. It is the purpose of this article to establish the conditions under which the Employer may discipline a faculty member for cause.

### Section 1. General Provisions.

No bargaining unit faculty member shall be subject to discipline without just cause. Discipline will be administered in a progressive manner, except as noted in the paragraph below. Penalties shall be appropriate to the circumstances and proportionate to the seriousness of the offense. Some conduct, including but not limited to conduct in violation of the Employer’s non-discrimination policies, warrants a substantial sanction or dismissal on the first occurrence. A bargaining member’s history of discipline, whether identical in nature or not, may have a cumulative effect, resulting in a more severe sanction. The period for considering a previous disciplinary action in determining the level of discipline shall be limited to two years.

Progressive discipline need not be followed, and a bargaining unit member may be terminated on a first offense, when the conduct involves a violation of Article [ ]: Non-Discrimination and related Oregon Tech policies, actual harm to others or property, or a criminal conviction.

### Section 2. Definitions.

As used in this Agreement, “discipline” shall be limited to the following:

- ~~• Written record of oral counseling~~
- ~~• Written letters of reprimand~~
- ~~• Loss of or reduction in benefits~~
- ~~• Suspension for the length of an investigation of misconduct, with or without pay~~
- ~~• Loss of perquisites (an incidental payment, benefit, privilege, or advantage over and above regular income, salary, wages or benefits)~~
- ~~• Restitution~~
- ~~• Limitation on access to university owned or controlled property~~
- ~~• Reduction in salary or contract period~~
- ~~• Termination~~

~~In order to be considered disciplinary in nature, an action must be expressly identified as disciplinary by the Employer. Oral counseling, Annual Performance Evaluations (APEs), and promotion and compensation decisions are not discipline.~~

### Section 32. Discipline for Cause

Disciplinary actions identified above shall be based on a finding of cause. Oregon Tech and the Association agree that, in accordance with former OAR 580-021-0325 that transferred to Oregon Tech as an institutional policy by operation of law on July 1, 2015, cause is defined as:

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A. Conviction of a felony or of a crime involving moral turpitude during the period of employment by the University (or prior thereto if the conviction was willfully concealed in applying to the University for employment);

B. Conduct proscribed by former OAR 580-022-0045, which is identified as:

1. Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other Oregon Tech activities, including Oregon Tech’s public service functions or other authorized activities on Oregon Tech owned or controlled property, or at Oregon Tech related activities and events;

2. Obstruction or disruption that interferes with the freedom of movement, either pedestrian or vehicular, on Oregon Tech owned or controlled property or at Oregon Tech related activities and events;

3. Possession or use of explosives, dangerous chemicals, or other dangerous weapons or instrumentalities on Oregon Tech owned or controlled property, unless authorized by law, Board, or Oregon Tech rules or policies;

4. Detention or physical abuse of any person or conduct intended to threaten imminent bodily harm or endanger the health of any person on any Oregon Tech owned or controlled property or at Oregon Tech related activities and events;

5. Malicious damage, misuse or theft of Oregon Tech property, or the property of any other person where such property is located on Oregon Tech owned or controlled property, or, regardless of location, is in the care, custody or control of Oregon Tech;

6. Refusal by any person while on Oregon Tech property to comply with an order of the President or appropriate authorized official to leave such premises because of conduct proscribed by this rule when such conduct constitutes a danger to personal safety, property, educational, or other appropriate Oregon Tech activities on such premises;

7. Unauthorized entry to or use of Oregon Tech facilities, including buildings and grounds;

8. Illegal use, possession, or distribution of drugs, or unauthorized use, possession, or distribution of alcohol, on Oregon Tech owned or controlled property or at Oregon Tech related activities and events;

9. Inciting others to engage in any of the conduct or to perform any of the acts prohibited herein. Inciting means that advocacy of proscribed conduct that calls on the person or persons addressed for imminent action, and is coupled with a reasonable apprehension of imminent danger to the functions and purposes of Oregon Tech, including the safety of persons, and the protection of its property;

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134 10. Violating the Board's Policy for Intercollegiate Athletics as described in Section 8 of the  
135 Internal Management Directives, specifically including the subsection thereof entitled Code  
136 of Ethics.

137  
138 c. Failure to perform the responsibilities of an academic staff member, arising out of a particular  
139 assignment, toward students, toward the faculty member's academic discipline, toward colleagues or  
140 toward Oregon Tech in its primary educational and scholarly functions and secondary administrative  
141 functions of maintaining property, disbursing funds, keeping records, providing living  
142 accommodations and other services, sponsoring activities and protecting the health and safety of  
143 persons in the Oregon Tech community.

144  
145 d. Some allegations against bargaining members must be investigated in accordance with applicable  
146 laws and associated guidelines (e.g. Title VII, Title IX and Mandatory Reporting of Abuse of  
147 Minors), and in those cases, the procedures and standards relating to the investigation and  
148 disciplinary action, if any, of this Article shall be preempted by those laws and associated guidelines.  
149 ~~Some allegations against bargaining members must be investigated in accordance with applicable~~  
150 ~~laws and guidelines, and in those cases, the procedures and standards relating to the investigation~~  
151 ~~and disciplinary action, if any, of this Article shall be preempted by those laws. These include~~  
152 ~~discrimination and harassment as proscribed by Title VII of the Civil Rights Act of 1964, sexual~~  
153 ~~assault, sexual discrimination or harassment as proscribed in Title IX of Education Amendments of~~  
154 ~~1972, and mandatory reporting of abuse of minors (ORS 419 B.010).~~ Failure to follow published  
155 procedures and standards regarding allegations investigated under this section shall be grievable  
156 under Article [x] on Grievances.

157  
158 This Article shall apply to all other situations which may require disciplinary action of a bargaining  
159 unit member.

### 161 Section 32. Definitions and Procedures.

162 As used in this Agreement, "discipline" shall be limited to the following:

- 163
- 164 ● Written record of oral counseling
- 165 ● Written letters of reprimand
- 166 ● Loss of or reduction in benefits
- 167 ● Suspension for the length of an investigation of misconduct, with or without pay
- 168 ● Loss of perquisites (an incidental payment, benefit, privilege, or advantage over and above  
169 regular income, salary, wages or benefits)
- 170 ● Restitution
- 171 ● Limitation on access to university owned or controlled property
- 172 ● Reduction in salary or contract period
- 173 ● Termination
- 174

175 In order to be considered disciplinary in nature, an action must be expressly identified as disciplinary  
176 by the Employer. Oral counseling, Annual Performance Evaluations (APEs), and promotion and  
177 compensation decisions are not discipline.

178  
179 a. A written record of oral counseling shall be placed in the member's personnel file (as noted  
180 under Article [x] on Personnel files) within sixty (60) calendar days of oral counseling delivered

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181 by an administrative supervisor. Failure by the bargaining unit member to address concerns  
182 raised in this written record of oral counseling may form the basis of a disciplinary action.

183  
184 The bargaining unit member may respond to a written record of oral counseling using the  
185 process established in Article [x] on Personnel Files.

186  
187 b. A written letter of reprimand may be imposed by an administrative supervisor if that  
188 individual believes there is just cause to support the action. This action shall be imposed within  
189 sixty (60) calendar days of the administrative supervisor's knowledge of the condition on which  
190 the action is based. The written reprimand will outline the disciplinary cause, as defined under  
191 Section 2 of this article, expectations for future behavior or performance, any suggested or  
192 required remedial activities that the bargaining unit member must undertake, a notation that a  
193 failure by the bargaining unit member to address concerns raised by the written reprimand may  
194 form the basis of a subsequent disciplinary action, and a notation that this disciplinary action is  
195 subject to processes defined under Article [x] on Grievances.

196  
197 The bargaining unit member may respond to a written letter of reprimand using the process  
198 established in Article [x] on Personnel Files.

199  
200 c. Actions more severe than written reprimand may be proposed if a bargaining member fails to  
201 address concerns raised in a written letter of reprimand, or if an appropriate administrative  
202 supervisor demonstrates there is just cause to support an action more severe than a written  
203 reprimand and the university President concurs. A notice of intent to impose severe disciplinary  
204 action shall be served in person or by certified mail (with return receipt requested) to the  
205 bargaining unit member's address of record, with a corresponding email to the bargaining unit  
206 member, within sixty (60) calendar days of the administrative supervisor's knowledge of the  
207 conduct that failed to adhere to the expected standards upon which the notice is based. A copy of  
208 that notice shall be provided to the Association's Grievance officer. The notice shall contain a  
209 description of the alleged act(s) or omission(s), date(s), time(s), place(s) and proposed sanction,  
210 and a notation that this disciplinary action is subject to processes defined under Article [x] on  
211 Grievances.

212  
213 The notice shall propose a date, time, and place for a meeting to occur between the appropriate  
214 administrative supervisor, bargaining unit member, and that member's Union representative (as  
215 noted under Section 6, below), within fourteen (14) calendar days from the date of the notice, in  
216 which the bargaining unit member may present evidence that rebuts or mitigates the conduct  
217 upon which the notice is based.

218  
219 Within fourteen (14) calendar days following the meeting, the appropriate administrative  
220 supervisor shall issue a written response that either withdraws, modifies, or adheres to the  
221 disciplinary action proposed in the notice. If modified or adhered to, the disciplinary action shall  
222 include the effective date of the disciplinary action, proposed expectations for future behavior or  
223 performance, any suggested or required remedial activities that the bargaining unit member must  
224 undertake, and a notation that a failure by the bargaining unit member to address concerns raised  
225 by the notice may form the basis of a subsequent disciplinary action.

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**Section 4. Termination without Cause**

Termination of a bargaining unit faculty member prior to the expiration of his or her appointment, termination of a tenured bargaining unit member, or other action, taken for financial, programmatic or other administrative considerations shall not be covered by this Article.

**Section 5. Union Representation.**

A bargaining unit faculty member has the right to have an OT-AAUP representative present, to represent or accompany the member, in any meeting regarding discipline.

**Section 6. Grievance Article Applies.**

All disciplinary actions covered by this Article are grievable under Article [x], Grievances.

~~**Section 7. Written Notice.**~~

~~Prior to imposing discipline involving the loss of pay or benefits or terminating a bargaining unit faculty member, the Employer shall provide the bargaining unit faculty member with written notice and at least five business days to respond.~~

~~The notice shall contain a description of the alleged act(s) or omission(s), date(s), time(s), place(s) and proposed sanction. In addition, the notice must inform the individual of the right to file a grievance under Article [x] on Grievances, within (14) calendar days of the date the notice is received. The Association shall concurrently receive notice of intent to impose a disciplinary action on a member.~~

**Section 87. Administrative Leave during Investigations of Misconduct.**

The Employer may place a bargaining unit faculty member on administrative leave with pay and impose other conditions on a bargaining unit faculty member that do not involve the loss of compensation while the Employer conducts an investigation or considers the imposition of discipline. Administrative leave and any additional conditions imposed pursuant to this section shall generally be limited to 75 days; however, the 75 day period may be extended for good cause, including but not limited to situations where the complexity of the investigation, the number of witnesses identified, or the volume of information which needs to be gathered and reviewed necessitates more time. The Employer shall provide written notification indicating how much additional time is necessary and reasons for the extension of the investigation to the faculty member in advance of implementing any such extension. Any additional extension of the leave beyond the time frame described in the notice to the faculty member shall only be made by mutual agreement between the Employer and OT-AAUP.

**Section 89. Employer Action.**

Action by the Employer under this Article is not stayed by the filing of a grievance or by arbitration, except by mutual agreement.

~~**Section 109.**~~ **Absence without Leave.**

If a bargaining unit faculty member is absent without leave authorized under this Agreement for 21 consecutive calendar days during any academic or fiscal year, the bargaining unit faculty member

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272 may be considered to have abandoned his or her position and voluntarily resigned from employment  
273 with Oregon Tech. Before terminating the bargaining unit faculty member's employment, the  
274 Employer shall attempt to contact the bargaining unit faculty member by phone, at his or her work  
275 email address, at his or her personal email address if on file with the Office of Human Resources  
276 (OHR), and by letter mailed to the last address on file with OHR, and shall provide the bargaining  
277 unit member with at least seven days to respond. The Employer's attempt to contact the bargaining  
278 unit faculty member may occur during the 21-day absence, or after. The Employer shall provide  
279 OT-AAUP with written notice of the termination of a bargaining unit faculty member under this  
280 provision.

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282 Nothing in this Article shall prohibit Oregon Tech from reinstating a bargaining unit faculty  
283 member to his or her position.  
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## 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, except when unavoidable.

Oregon Tech is not obligated to observe any other procedure for the resolution of grievances, as that term is defined herein, other than those procedures outlined in this Article.

### Section 2. Definitions.

A. "Grievance" is an allegation that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement that has had an adverse effect on the Grievant. A Grievance shall not challenge the merit of an academic judgement, but may challenge the process used to arrive at an academic judgement. "Grievance" shall be defined as an allegation of a violation, misinterpretation, or improper application of a specific provision~~term of this Agreement~~

B. "Grievant" means the Association or bargaining unit members bringing forth a grievance as defined above.~~"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.

C. "Academic judgment" shall mean the judgment by administrators concerning: (1) academic standards, competence, and performance as these relate to appointment, reappointment, promotion, tenure, or merit salary increases; or (b) curricula and educational policy. Except as explicitly limited by this Agreement.

D. "Day" means a~~calendar~~business day.

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364 Section 3. General Provisions

365  
366 A. A Grievant has the right of self-representation at any step in the grievance procedure and/or  
367 may choose to be accompanied by the Association's designated official. A grievant may  
368 represent herself or himself at any step in the grievance process or may decide to be  
369 accompanied or represented by an OT-AAUP representative at any point during the  
370 grievance process. Regardless of representation, the resolution of the grievance shall be  
371 consistent with all the terms of this Agreement.  
372

373 B. If requested by Grievant, the Association has the right to be present at, and to participate in,  
374 any formal Step in the grievance procedure outlined below, but shall not interfere with the  
375 right of self-representation.  
376

377 C. The EmployerRegardless of whether or not the Grievant seeks the Association's  
378 representation in this process, Oregon Tech shall inform the OT-AAUP grievance officer of  
379 a grievance, either formal or informal, within fourteen (10) days of receipt of the  
380 grievance regardless of whether the grievant seeks the Association's representation in this  
381 process or not.  
382

383 D. The EmployerOregon Tech shall communicate all decisions regarding a grievance (at each  
384 step of the process) to the grievance officer, within ten (10) days of the decision, following  
385 the procedures laid out in Article [x]: Notices and Communications-  
386

387 E. A bargaining unit member who is serving as the Association's grievance officer and files a  
388 grievance on their own behalf shall relinquish the role of grievance officer for the bargaining  
389 unit until their dispute is resolved.  
390

391 F. Time is of the essence in the presentation of grievances. The time limits provided below for  
392 the initial presentation of a grievance are measured from the date of the act, omission, or  
393 commencement of condition upon which the grievance is based; or from such later date that  
394 the Grievant knew or reasonably should have known of the act, omission, or  
395 commencement of the condition upon which a grievance is based.  
396

397 1. In the event the time limit expires on a Saturday, Sunday, or holiday recognized by  
398 Oregon Tech, the time limit is automatically extended to the next business day.  
399

400 2. The time limits provided below shall be extended for those bargaining unit members  
401 subject to Article [x] on Leaves, so that the member has reasonable time after returning  
402 to campus to present a grievance.  
403

404 3. When mutually agreed upon by the parties, the time limits in any step of the grievance  
405 procedure may be modified. Any agreement to modify the time limits must be in writing.  
406

407 4. Failure by the Grievant or the Association to meet the specified time limits, including  
408 any written modifications thereof, at any step of the grievance procedure, shall constitute

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409 acceptance of any decisions rendered, and the grievance shall be considered withdrawn  
410 and cannot be resubmitted or refiled. If Oregon Tech fails to issue a response within the  
411 specified time limits, including any written modifications thereof, at any step of the  
412 grievance procedure, the grievance may be advanced to the next step of the grievance  
413 procedure.

414  
415 G. Grievances shall only be submitted on the forms attached in Appendix [x] of this Agreement  
416 (i.e., Grievance Form, Grievance Review Forms, and Notice of Intent to Arbitrate). All  
417 sections of the appropriate form being submitted must be completed and signed by the  
418 Grievant.

419  
420 H. Once a grievance is filed, neither the Grievant nor the Association shall expand upon the  
421 original elements and substance of the written Grievance Form.

422  
423 I. Oregon Tech may ~~deny~~ refuse a grievance that is not filed in accordance with this Article.

424  
425 J. A grievance may not be presented under this Article which occurred prior to the effective  
426 date of this Agreement.

427  
428 K. A grievant may withdraw their grievance at any time.

429  
430 L. Regardless of the outcome of the grievance process, no action adverse to the grievant or the  
431 OT-AAUP organization/Association may be taken in retaliation for invoking the grievance  
432 process. -Such retaliation shall be considered discriminatory, as noted in Article [x] on Non-  
433 discrimination.

434  
435 M. For all meetings under this Article, the parties shall inform each other at least one (1) day in  
436 advance of the meeting as to who will participate in the meeting. A failure to comply with  
437 this provision shall not act to cancel the meeting, but will act to bar attendance by those not  
438 disclosed.

439  
440 N. If the matter being grieved relates to an act or omission by a Dean, the grievance may be  
441 presented at Step Three, utilizing the Grievance Form. If the matter being grieved relates to  
442 an act or omission by the Provost or the President, the grievance may be presented at Step  
443 Three or Step Four, utilizing the Grievance Form.

444  
445 O. Grievances filed by OT-AAUP, on its own behalf, shall be filed at Step 3.

446  
447 P. Grievances alleging prohibited discrimination (see Article [x] on Non-Discrimination) shall  
448 be filed within 180 days following the date on which the grievant knew, or reasonably should  
449 have known of the act, omission, or condition which is the basis of the grievance of the  
450 alleged harmful act at Step 3.

451  
452 ~~Grievances alleging prohibited discrimination (see Article [x] on Non-Discrimination) shall be filed~~  
453 ~~within 180 days following the date on which the grievant knew, or reasonably should have known of~~  
454 ~~the act, omission, or condition which is the basis of the grievance.~~

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

~~Grievances alleging discriminatory harassment, including sexual harassment, shall be filed within five years 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 discriminatory harassment shall be filed directly at Step 43 of this article.~~

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

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

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

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

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

~~A grievant may withdraw their grievance at any time.~~

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

~~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. The Employer shall communicate all decisions regarding a grievance (at each step of the process) to the grievance officer. All formal communications shall be in writing, delivered to and signed by the recipient, at their respective~~

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501 ~~assigned campus location. Communication regarding a grievance shall take place during an employee~~  
502 ~~contract period, unless otherwise mutually agreed to by the Parties.\*\*\*~~

503 ~~In computing any time limit herein specified, Saturdays, Sundays, holidays, summer sessions,~~  
504 ~~vacations, recesses between terms and other university sanctioned days off will be excluded. Unless~~  
505 ~~modified by mutual written agreement, the time limits specified herein shall be the maximum time~~  
506 ~~allowed. Failure to comply with time limits on the part of the Employer shall permit the grievance to~~  
507 ~~proceed to the next step.~~

508  
509 ~~A grievance may not be presented under this Article which occurred prior to the effective date of~~  
510 ~~this Agreement.~~

511  
512 ~~If the matter being grieved relates to an act or omission by the Provost or the President, the~~  
513 ~~grievance may be presented at Step Three or Step Four, utilizing the Grievance Form.~~

#### 514 515 **Section 4. ~~Grievance Process (Grievance Steps)~~Presentation of Grievances.**

516  
517 **Informal Procedure.** Within fifteen (15) days, the Grievant, or the Association on behalf of the  
518 Grievant, shall file the grievance on the Grievance Form, consistent with the requirements of this  
519 Article, with the administrator most directly concerned in an attempt to resolve the grievance  
520 informally. Upon request of either party, the parties shall meet within ten (10) days of receipt of the  
521 Grievance Form. The administrator shall provide a written response to the party filing the grievance  
522 within ten (10) days of receiving the Grievance Form or conclusion of the meeting if one occurs.

523  
524 **Formal Procedure.** If the grievant chooses not to initiate the informal procedure, above, or the  
525 matter is not satisfactorily resolved by the informal procedure, the following formal grievance  
526 procedure may be invoked.

#### 527 528 **Step 1: ~~Informal Presentation of a Grievance~~Dean's Level.**

529  
530 Within thirty (30) days, the Grievant, or the Association on behalf of the Grievant, shall file the  
531 grievance on the Grievance Form consistent with the requirements of this Article with the Dean or  
532 Dean's designee.

533  
534 Upon request of either party, the parties shall meet within ten (10) days of receipt of the Grievance  
535 Form. The Dean or Dean's designee shall send a decision in writing to the party filing the  
536 Grievance Form within ten (10) days of receiving the Grievance Form or conclusion of the meeting  
537 if one occurs. A bargaining unit faculty member or a group of bargaining unit faculty members shall  
538 have the right to discuss a grievance with the his or her department chair or Ddean or Dean's  
539 designee, informally, without filing a Grievance Form, within 4560 days following the date on which  
540 the grievant knew, or reasonably should have known, of the act, omission or condition which is the  
541 basis of the grievance.

542  
543 At this step the grievant may opt to present an oral grievance to the his or her department chair or  
544 Ddean or Dean's designee, with or without the presence of an OT-AAUP representative.

546 ~~The grievant may also present a written informal grievance to the department chair or dDean or~~  
547 ~~Dean's designee, either in electronic form or in paper form.~~

548  
549 ~~The grievant should apprise thehis or her department chair or Ddean or Dean's designee that this~~  
550 ~~matter being presented is a grievance arising under the terms of this Agreement in contrast with a~~  
551 ~~non-contractual complaint.~~

552  
553 ~~A resolution at Step 1 shall be recognized in writing, with both Parties signing and dating the agreed~~  
554 ~~upon resolution. The agreed upon resolution shall be communicated by the Employer to the OT-~~  
555 ~~AAUP grievance officer within fourteenseven (714) days from both Parties' signing.~~

556  
557 ~~Non-resolution includes the department chair or dDean or Dean's designee not addressing the~~  
558 ~~matter being grieved.~~

559  
560 ~~Any resolution reached at this step shall not constitute a past practice or any precedent in the~~  
561 ~~disposition of other grievances. In addition any resolution at this step may not be cited by either~~  
562 ~~party in arbitration as the basis for the resolution of a grievance which may arise thereafter.~~

563  
564 ~~If the department chair or the Ddean is the subject of the grievance, the bargaining unit member~~  
565 ~~may proceed directly to Step 32.~~

566  
567 ~~If the partiesdepartment chair or dean, and the grievant do not resolve the grievance within five (5)~~  
568 ~~days of the initial discussion, the bargaining unit faculty member may proceed to Step 2.~~

569  
570 ~~—Step 2: Formal Presentation to the Dean~~

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

574  
575 ~~If the grievant did not use Step 1, she or he shall present a grievance to the Dean or designee, in~~  
576 ~~writing within forty-five (45) days following the date on which the grievant knew, or reasonably~~  
577 ~~should have known, of the act, omission or condition which is the basis of the grievance.~~

578  
579 ~~The grievant must provide the information below. A formal grievance form must be used at this~~  
580 ~~step (Appendix A):~~

- 581 ~~— A statement describing the nature of the grievance, the approximate date of the events~~  
582 ~~giving rise to the grievance, and to the degree that the grievant knows, the names of the~~  
583 ~~persons involved in the event;~~
- 584 ~~— The specific provision of this Agreement which is alleged to have been violated; if multiple~~  
585 ~~provisions are violated in one event, all such provisions shall be included in the grievance;~~
- 586 ~~— The remedy sought.~~

587  
588 ~~The Dean or designee shall meet with the grievant and the OT-AAUP representative, if requested by~~  
589 ~~the grievant, within fourteen (14) days of the receipt of the written grievance. A failure to do so~~  
590 ~~shall allow the grievant to continue to 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 Dean 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 2: ~~Formal Presentation to the Provost or Designee~~Provost's Level**

~~If the Grievant is not satisfied with the decision at Step 1, a request for review may be filed on the Grievance Review Form with the Provost or Provost's designee within ten (10) days of the date of the decision at Step 1.~~

~~Upon request of either party, the parties shall meet within ten (10) days of receipt of the Grievance Review Form. The Provost or Provost's designee shall send a decision in writing to the party filing the Grievance Review Form within ten (10) days of receiving the Grievance Review Form or conclusion of the meeting if one occurs. If the grievant is not satisfied with the decision at Step 2 (during the informal presentation), a request for review may be filed on the Grievance Review Form with the Provost or Provost's designee within fourteen (14) calendar days of the date of the decision at Step Two. the grievant may present a written grievance to the Provost or designee within fourteen (14) days of the issuance of the decision at Step 12.~~

~~If the grievant did not use Step 1, she or he shall present a grievance to the Provost or designee, in writing within sixty (60) 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.~~

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

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

~~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.~~

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

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**Step 3: ~~Formal Presentation to the President of the University~~President's Level.**

~~If the Grievant is not satisfied with the decision at Step 2, a request for review may be filed on the Grievance Review Form with the President or President's designee within ten (10) days of the date of the decision at Step Two.~~

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

~~Upon request of either party, the parties shall meet with within ten (10) days of receipt of the Grievance Review Form. The President or President's designee shall send a decision in writing to the party filing the Grievance Review Form within ten (10) days of receiving the Grievance Review Form or conclusion of the meeting if one occurs.~~

~~If the grievant is not satisfied with the decision at Step 23, a request for review by the President of Oregon Tech OIT 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 4 or Step 2.~~

~~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 (45/60) 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~~Notice of Intent to Arbitrate.**

~~If a the g~~Grievant is not satisfied with the decision provided in Step 3 ~~described above~~, the Association may file a Notice of Intent to Arbitrate form, in Appendix [x], with the President or the

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

685 President's designee and General Counsel within twenty (20) days of the date of the decision at Step  
686 3, opt to initiate arbitration proceedings on behalf of the grievant. The grievant, if not represented  
687 by OT-AAUP, shall formally request representation by OT-AAUP for the arbitration process. -The  
688 process for arbitration is outlined in Article [x]: ~~on~~ Arbitration.

689  
690 No Grievant may advance a grievance to arbitration unless it is with the approval and participation  
691 of the Association.

692  
693



694 ~~APPENDIX A: CONTRACTUAL GRIEVANCE~~

695

696 ~~Name of Grievant:~~

697 ~~OT-AAUP Union Representative (if any):~~

698 ~~Department:~~

699 ~~Mailing Address:~~

700

701 ~~Date of event(s) leading to grievance:~~

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

703

704 ~~Provision(s) of the Agreement Allegedly Violated:~~

705

706 ~~Article(s):~~

707

708 ~~Section(s):~~

709

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

711

712

713

714

715 ~~Remedy sought:~~

716

717

718 ~~The Grievant (did) \_\_\_\_\_ (did not) \_\_\_\_\_ seek an informal resolution of this grievance.~~

719

720 ~~Signature \_\_\_\_\_ Date \_\_\_\_\_~~

721

**GRIEVANCE FORM**

Informal Procedure  Formal Procedure

Name of Grievant(s): \_\_\_\_\_

Filed With: \_\_\_\_\_

727	Date Grievance Occurred or Discovered: _____
728	
729	Article(s) Violated: _____
730	
731	Statement of Grievance (identify the violation, misinterpretation, or improper
732	application of the provisions of this Agreement): _____
733	
734	_____
735	
736	_____
737	
738	_____
739	
740	_____
741	<input type="checkbox"/> Continued on separate page(s).
742	
743	Remedy Requested: _____
744	
745	_____
746	
747	_____

I do not request a meeting. Please issue a written response to this matter within ten (10) business days from today's date, \_\_\_\_\_ [Print date].

I request a meeting. Please schedule a meeting to discuss resolution within ten (10) business days from today's date, \_\_\_\_\_ [Print date].

Grievant(s) Signature: \_\_\_\_\_

Grievant(s) Phone: \_\_\_\_\_ ; Grievant(s) Email: \_\_\_\_\_

Self Represented

Represented by the following Association representative

Representative's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ ; Email: \_\_\_\_\_

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

**GRIEVANCE REVIEW FORM**

**STEP TWO**

**(Attach the original Grievance Form and decision of Dean or Dean's designee)**

I am not satisfied with the decision at Step One, or Oregon Tech failed to respond in a timely manner at Step One, and I hereby move the grievance to Step Two for review by the Provost or Provost's designee.

I do not request a meeting. Please issue a written response to this matter within ~~fourteen~~ fourteen (14) calendar business days from today's date, - \_\_\_\_\_  
[Print date].

I request a meeting. Please schedule a meeting to discuss resolution within ~~fourteen~~ fourteen (14) calendar business days from today's date, \_\_\_\_\_  
[Print date].

Grievant(s) Signature: \_\_\_\_\_

Self Represented

Represented by the following Association representative

Representative's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**STEP THREE**

**(Attach the original Grievance Form, and the decision(s) of the Dean or Dean's designee and/or Provost or Provost's Designee)**

I am not satisfied with the decision at Step Two, or Oregon Tech failed to respond in a timely manner at Step Two, and I hereby move the grievance to Step Three for review by the President or President's designee.

I do not request a meeting. Please issue a written response to this matter within fourteen (14) calendar business days from today's date, \_\_\_\_\_ [Print date].

I request a meeting. Please schedule a meeting to discuss resolution within fourteen (14) calendar business days from today's date, \_\_\_\_\_ [Print date].

Grievant(s) Signature: \_\_\_\_\_

Self Represented

Represented by the following Association representative

Representative's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**NOTICE OF INTENT TO ARBITRATE**

The Oregon Tech Chapter of the American Association of University Professors hereby gives notice of its intent to proceed to arbitration concerning the grievance of:

\_\_\_\_\_  
\_\_\_\_\_  
, dated \_\_\_\_\_ which was not resolved satisfactorily at Step Three of the grievance procedure.

OT-AAUP requests \_\_\_\_\_ / does not request \_\_\_\_\_ mediation be pursued in this matter.

Name: \_\_\_\_\_  
\_\_\_\_\_ Authorized Representative, OT-AAUP

Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

I hereby authorize OT-AAUP to proceed to arbitration with my grievance.

Grievant's name: \_\_\_\_\_

Grievant's signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

## ARTICLE [x]. ARBITRATION

### Section 1. ~~Conditions~~ Arbitration of Grievances.

If the grievance brought under Article [x] on Grievances is not resolved at Step 3, the President's level, the Association may submit the matter to arbitration.

### ~~Section 2. Time Frame~~

A ~~formal written~~ Notice of Intent to Arbitrate form, found in Appendix [x], must be filed by OT-AAUP with the President and General Counsel of ~~the Oregon Tech OIT and the General Counsel of the institution OIT~~ within ~~twenty-one (21)~~ twenty (20) business days of the date of the written response from the President or President's designee date of issuance of Step 43 decision. Failure to file a written Notice of Intent to Arbitrate within this time limit shall be deemed a waiver of the right to arbitrate and a withdrawal of the underlying Grievance. with prejudice.

### Section ~~3~~2. Mediation

Within ten (10) business days of filing the Notice of Intent to Arbitrate, the parties may mutually agree in writing to submit the issue to mediation and request from the Oregon Employment Relations Board ("ERB") that a mediator be assigned.

If mediation is chosen and fails to resolve the issue, the Association will then have five (5) business days of either party declaring in writing to the other party that mediation has failed to resolve the issue to then submit its request to the ERB for a list of ten (10) arbitrators. The cost of the mediator shall be split equally between the parties.

If mediation is not mutually agreed upon within the timeframe above, the Association shall have ten (10) business days (i.e., twenty (20) total business days from the date of filing the Notice of Intent to Arbitrate) to then submit its request to the ERB for a list of ten (10) arbitrators.

Upon filing the Notice of Intent to Arbitrate, the Parties shall have three (3) business days to mutually agree to mediation.

Upon mutual agreement to mediation, either Party shall submit the issue for mediation to the Oregon Employment Relations Board (ERB), unless one party is unwilling to mediate. The Association shall request a list of ten (10) mediators from ERB. Each party shall alternately strike one name from the list of ten (10); the remaining person shall be the mediator. The party initiating the arbitration shall strike the first name. Both Parties shall make a good faith effort to reach an agreement in the mediation process.

However, if either Party decides that mediation has failed, they must declare so in writing to the other Party. Within ten (10) business days of such a declaration, OT-AAUP shall request a list of ten (10) arbitrators from ERB to pursue the issue through arbitration.

### Section ~~4~~3. Selection of an Arbitrator

The ten (10) potential arbitrators shall be practicing attorneys with experience in higher education faculty employment cases (if possible), none of whom shall be an employee or consultant, or previous employee or previous consultant, of the university (OIT), another Oregon public university, the Association (OT-AAUP), the AFL-CIO, the AFT, the AAUP, or any other labor organizations, unless both parties agree otherwise in writing. If the Parties do not agree to pursue mediation, or if mediation fails, then within ten (10) business days of either receipt of the Notice of Intent to Arbitrate, or receipt of the declaration of failed mediation, the parties shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within ~~ten five (510)~~ ten (10) business days of this meeting, the party initiating arbitration shall request the Oregon Employment Relations Board (ERB) to submit a list of ~~tenseven (107)~~ ten (10) arbitrators with experience in higher

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

930 ~~education faculty employment cases, none of whom shall be an employee or consultant, or previous~~  
931 ~~employee or previous consultant, of the university (OIT), another Oregon public university, the~~  
932 ~~Association (OT-AAUP), the AFL-CIO, the AFT, the AAUP, or any other labor organizations;~~  
933 ~~unless both parties agree otherwise in writing. The arbitrator shall be a practicing attorney.~~

934 ~~Within ten (10) business days of receipt of the ERB's list of arbitrators, the parties shall attempt to~~  
935 ~~mutually agree upon an arbitrator from that list or any other mutually agreeable arbitrator whom~~  
936 ~~may not appear on the list. If the parties are unable to mutually agree upon an arbitrator, the parties~~  
937 ~~shall strike names from the ERB list. The party initiating the arbitration shall strike first and the last~~  
938 ~~remaining arbitrator shall be selected as the arbitrator. Each party shall alternately strike one name~~  
939 ~~from the list of ~~ten~~seven (710); the remaining person shall be the arbitrator. The party initiating the~~  
940 ~~arbitration shall strike the first name.~~

941 ~~If the arbitrator selected cannot hold a hearing within ~~ninety-one~~ hundred twenty (90120) calendar~~  
942 ~~days and either party does not agree to an extension, a new list of ~~ten~~seven (710) names shall be~~  
943 ~~requested from the ERB and the selection described in this section shall be repeated.~~

#### 944 **Section 4. Arbitrability.**

945 ~~If arbitrability is in dispute between the parties, the arbitrator must decide the question of~~  
946 ~~arbitrability first. The issue of arbitrability may be raised with the arbitrator through a motion to~~  
947 ~~dismiss either before the date of the arbitration or at the beginning of the arbitration.~~

948 ~~If the motion is filed before the date of the arbitration, the moving party must file the motion with~~  
949 ~~the arbitrator and opposing party no less than forty-five (45) calendar days before the date of the~~  
950 ~~arbitration. Any reply must be filed with the arbitrator and moving party within seven (7) calendar~~  
951 ~~days of receipt of the motion to dismiss. Sur replies are permitted only at the discretion of the~~  
952 ~~arbitrator. The arbitrator shall render a decision on the arbitrability only within seven (7) calendar~~  
953 ~~days from receipt of the last filing (reply or sur-reply).~~

954 ~~If the motion is filed at the beginning of the arbitration, the parties will comply with the~~  
955 ~~requirements of the arbitrator.~~

956 ~~Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at~~  
957 ~~that time, or the scheduled date if the issue of arbitrability was raised with the arbitrator prior to the~~  
958 ~~scheduled date; provided that either party may seek judicial review of the arbitrator's decision as to~~  
959 ~~jurisdiction and have the hearing on the merits delayed until such review is completed. Filing for~~  
960 ~~such review shall occur at any time.~~

961 ~~Upon concluding that the arbitrator has no power to act, the arbitrator shall not hear the matter or~~  
962 ~~make any decision or recommendation regarding the merits of the issue.~~

#### 963 **Section 5. Submission Agreement**

964 ~~At least fourteen (14) calendar days in advance of the date of arbitration, the parties shall meet to~~  
965 ~~draft a submission agreement to include the precise issue to be submitted to arbitration, which party~~  
966 ~~has the burden of proof, what burden of proof will apply, a stipulation of facts, joint exhibits, and~~  
967 ~~any other matter designed to expedite the arbitration process. At least ten (10) days in advance of the~~  
968 ~~scheduled hearing, the parties shall meet to~~

969 ~~draft a submission agreement. They shall attempt to agree on the precise issue to be submitted to~~  
970 ~~arbitration, a stipulation of facts, joint exhibits, and any other matter designed to expedite the~~  
971 ~~arbitration process.~~

972  
973 ~~If the parties are unable to agree on the precise issue to be submitted, which party has the burden of~~  
974 ~~proof, or what burden of proof will apply, each party shall submit its own version as to any of these~~  
975 ~~upon which the parties cannot agree. If the parties are unable to agree on the precise issue to be~~

976 ~~submitted, each party shall submit its own version of the issue and the arbitrator shall decide the~~  
977 ~~precise issue to be arbitrated. Such decision shall be made prior to determining arbitrability.~~

978  
979 ~~Section 6. Arbitrability.~~

980 ~~Once the issue to be arbitrated is decided by the arbitrator, the jurisdiction of the arbitrator shall be~~  
981 ~~established. If the arbitrator's jurisdiction is under dispute by the two parties, the arbitrator shall hear~~  
982 ~~the parties on the question of arbitrability, together with any evidence they may find relevant to~~  
983 ~~determine arbitrability of the issue submitted. Upon concluding the issue is arbitrable, the arbitrator~~  
984 ~~shall proceed with the hearing at that time.~~

985  
986 ~~If the arbitrator has no jurisdiction to act on the issue, the arbitrator shall not hear the matter or~~  
987 ~~make any decision or recommendation regarding the merits of the issue, and the parties shall split~~  
988 ~~the costs of arbitration equally.~~

989  
990  
991 **Section 6. Conduct of the Hearing**

992 ~~The arbitrator shall hold the hearing in Klamath Falls, Oregon; Salem, Oregon; Wilsonville, Oregon;~~  
993 ~~or, Everett, Washington, depending on the grievant(s) assigned work location during employment~~  
994 ~~by Oregon Tech. The parties are also free to mutually agree to one of these locations or another~~  
995 ~~location.~~

996 ~~The hearing shall be held without unreasonable delay upon the arbitrator's acceptance of the case.~~  
997 ~~If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator shall~~  
998 ~~establish a date for the submission of such briefs and the hearing will be deemed to have been~~  
999 ~~closed by such date. The arbitrator shall hold the hearing in Klamath Falls, Oregon, or in Wilsonville,~~  
1000 ~~Oregon, Salem, Oregon, or Everett, Washington (depending on the location of the faculty on behalf~~  
1001 ~~of whom the arbitration is undertaken), unless otherwise agreed to in writing by both parties. The~~  
1002 ~~hearing shall commence at the earliest date convenient to the parties, but in no case more than forty~~  
1003 ~~five (45) days from the arbitrator's acceptance of the case notification of the arbitrator, unless an~~  
1004 ~~extension of time is mutually agreed to by both partiesable otherwise.~~

1005 ~~If the arbitrator or either party requests that post hearing briefs be submitted, the arbitrator shall,~~  
1006 ~~within fourteen (14) days, establish a date for the submission of such briefs and the hearing will be~~  
1007 ~~deemed to have been closed by such date.~~

1008 ~~Section 7. Arbitrability.~~

1009 ~~Once the issue to be arbitrated is decided by the arbitrator, the jurisdiction of the arbitrator shall be~~  
1010 ~~established. If the arbitrator's jurisdiction is under dispute by the two parties, the arbitrator shall hear~~  
1011 ~~the parties on the question of arbitrability, together with any evidence they may find relevant to~~  
1012 ~~determine arbitrability of the issue submitted. Upon concluding the issue is arbitrable, the arbitrator~~  
1013 ~~shall proceed with the hearing at that time.~~

1014  
1015 ~~If the arbitrator has no jurisdiction to act on the issue, the arbitrator shall not hear the matter or~~  
1016 ~~make any decision or recommendation regarding the merits of the issue.~~

1017  
1018 **Section ~~8~~7. Authority of the Arbitrator**

1019  
1020 ~~The arbitrator derives their authority wholly and exclusively from the express terms of this~~  
1021 ~~Agreement. The arbitrator shall neither add to, subtract from, nor modify the terms of this~~



1022 Agreement. The arbitrator shall confine the decision solely to the application and/or interpretation  
1023 of this Agreement and the information provided by the parties during the arbitration proceeding.  
1024 The arbitrator shall refrain from issuing any statements of opinion or conclusions not necessary to  
1025 the determination of the issue submitted. The arbitrator shall have no authority to make any  
1026 decision limiting or interfering in any way with the powers, duties, and responsibilities of the  
1027 University and the Board which have not been expressly limited by this Agreement. Nor shall the  
1028 arbitrator consider the discipline of members of another bargaining unit or other university  
1029 employees who are not members of the bargaining unit represented by the Association in rendering  
1030 a decision.

1031  
1032 In cases involving the exercise of “academic judgment,” the arbitrator shall not substitute personal  
1033 judgment for that of the official making such judgment, but shall confine the determination to  
1034 whether procedural steps have been followed. If the arbitrator determines that procedural steps have  
1035 not been followed where an exercise of “academic judgment” is involved, the arbitrator shall direct  
1036 that the appropriate official in accordance with relevant procedural steps reconsider the matter. In  
1037 such case, the arbitrator may not direct that a member be reappointed, promoted, or awarded  
1038 indefinite tenure. If such as arbitration award results in continuing a bargaining unit member in  
1039 employment beyond the time of the effective date of timely notice of nonrenewable of an  
1040 appointment, the award shall also waive further timely notice appointments; and with respect to a  
1041 bargaining unit member whose timely notice is related to the last year before indefinite tenure must  
1042 be granted (former OAR 580-021-0120 and 580-021-0125, now Oregon Tech policy), any extension  
1043 of an appointment will be deemed to be in accordance with former OAR 580-021-0130, now  
1044 Oregon Tech policy. The arbitrator derives authority wholly and exclusively from this Agreement.  
1045 The arbitrator shall not add to, subtract from, modify, or alter the terms or provisions of this  
1046 Agreement. The arbitrator shall refrain from issuing any statement, opinion, or conclusions not  
1047 essential to determination of issue submitted for arbitration.

1048  
1049 The arbitrator’s decision-making authority shall be limited to determining whether procedures set in  
1050 this Agreement have been violated, misinterpreted or misapplied, and if so, the arbitrator shall  
1051 provide a remedy that makes the grievant whole.

1052  
1053 If an arbitrator determines that processes set in this Agreement have not been followed in cases  
1054 where academic judgment is involved, the arbitrator shall direct that the matter be reconsidered by  
1055 the appropriate decision maker, in accordance with the relevant process. In these cases, the  
1056 arbitrator may direct that the status quo ante be maintained until a judgment is made having properly  
1057 followed appropriate procedural steps.

1058  
1059 In cases where the exercise of “academic judgment” is being appealed, refer to Article [x] on  
1060 Appeals.

1061  
1062 An arbitrator’s Award may be retroactive as the equities of each case may demand.

1063  
1064 The arbitrator shall have no authority: (i) to award monetary damages, fines or penalties, except for  
1065 back pay or benefits; (ii) to make a decision limiting or interfering in any way with the powers,  
1066 duties, or responsibilities of the university which have not been expressly limited by this Agreement;  
1067 or (iii) to consider the discipline of members of another bargaining unit or other university

~~employees who are not members of the bargaining unit represented by this Association in rendering a decision.~~

Nothing in this Agreement precludes bargaining unit faculty members from filing or pursuing, at any time, claims alleging violations of state or federal non-discrimination or labor laws with outside agencies (like the Oregon Bureau of Labor and Industries or the Equal Employment Opportunities Commission) or courts.

### Section ~~98~~. Arbitrator's ~~Decision~~Opinion and Award.

The Opinion and Award of the arbitrator shall be final and binding upon the parties as to the issue submitted, provided that either party may seek to vacate such in accord with applicable law. The Opinion and Award of the arbitrator shall be issued within thirty (30) calendar days of the close of the hearing, unless the parties have agreed to additional time, and shall be in writing setting forth findings of fact, reasoning, and conclusions on the issue submitted.

~~An arbitrator's Award may or may not be retroactive as the equities of each case may demand, but in no case shall an Award be retroactive to a date earlier than thirty (30) calendar days before the date the grievance was initially filed in accordance with Article — : Grievance Procedures, or the date on which the act or omission occurred, whichever is later. Nor shall an arbitrator's Award include monetary damages, fines, or penalties, except for back wages or benefits consistent with this paragraph. The arbitrator shall issue a decision within thirty (30) days of the close of the hearing unless the parties have formally agreed to additional time. The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted for arbitration.~~

~~The decision of the arbitrator shall be final and binding upon the Employer, the Association and all bargaining unit members affected, provided that any party may seek judicial review of the decision as provided by law.~~

### Section ~~109~~. Costs

All fees and expenses of the arbitrator shall be borne by the party not prevailing in the arbitration paid by the Employer.

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

The compensation of any bargaining unit faculty member called as a witness and/or serving as the Association representative in an arbitration hearing shall not be reduced for a reasonable period of time to prepare for and to give testimony at the hearing, or in the case of the Association representative, to represent the Association at the hearing. Every effort shall be made to avoid unduly disrupting the work of any bargaining unit faculty member called to serve as a witness.

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~~Should a grievance be withdrawn after selection of an arbitrator, all charges by the arbitrator shall be paid by the withdrawing party unless the grievance is withdrawn pursuant to a settlement of the grievance. Should a grievance be withdrawn after the selection of an arbitrator, all charges by the arbitrator shall be divided equally between the parties, including when the grievance is withdrawn pursuant to a settlement of the grievance.~~

NOTICE OF INTENT TO ARBITRATE

The Oregon Tech Chapter of the American Association of University Professors (OT-AAUP) hereby gives notice of its intent to proceed to arbitration concerning the grievance of:

\_\_\_\_\_, dated \_\_\_\_\_  
\_\_\_\_\_ which was not resolved satisfactorily at Step Four of the grievance procedure.

Name of Authorized Representative, OT-AAUP: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

I hereby authorize OT-AAUP to proceed to arbitration with my grievance. I understand and agree that by filing this notice I hereby waive any rights concerning review by Oregon Tech or judicial review as a contested case under the Administrative Procedures Act (ORS §183) of the decisions rendered at prior steps of the grievance procedure.

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

1152 [OT-AAUP](#) [Requests / Does Not Request](#) [Mediation as per Section 3 of this Article.](#)

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1154 [Grievant's name:](#) \_\_\_\_\_

1155 [Grievant's signature:](#) \_\_\_\_\_

1156 [Date:](#) \_\_\_\_\_

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

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## ARTICLE [x]. POSITION DESCRIPTION

### Purpose.

~~In order to provide guidance to bargaining unit faculty members on their job duties, as well as provide guidance to those required to evaluate the job performance of the bargaining unit faculty member, a position description shall be developed when a bargaining unit faculty member is hired, then reviewed and revised annually.~~

### **Section 1. Describe Expected Duties.**

All bargaining unit faculty members ~~shall have~~ must have a position description, provided by the Employer, that describes the ~~expected job~~ duties associated with the position of that faculty member. This position description will be maintained by the Office of Human Resources (OHR) in the bargaining unit faculty member's employment personnel file. The purpose of this position description is to create ~~clear common~~ expectations among the individual bargaining unit faculty members, their department chair(s), and any other person or group tasked to evaluate a bargaining unit faculty member's job performance.

A position description shall be developed when a bargaining unit faculty member is hired, then reviewed and revised annually.

### **Section 2. Percentage of FTE.**

Bargaining unit ~~f~~faculty members are engaged in a wide variety of activities, including but not limited to teaching, advising, research, scholarship, professional development, service to the university, and outreach to the community. The allocation of effort assigned to each ~~of these~~ categoryies shall be specified in the position description as a percent of FTE (defined in terms of workload units, or WLU), based on the time assigned to that duty and in alignment with criteria for promotion and/or tenure, and should add up to 100%.

If the faculty member is employed at less than 1.0 FTE, the distribution of FTE, how it is totaled to the composite FTE, and how this will impact expectations for promotion and/or tenure shall be clearly stated in the position description.

Bargaining unit faculty members shall be allocated FTE for instructional as well as non-instructional work. Clear expectations for service and professional development shall be reflected in the position description.

### **Section 3. University or Professional Service.**

~~To promote access to shared governance, acknowledge service work performed, and allow for fair evaluation in the promotion and/or tenure process, bargaining unit faculty members shall be allocated FTE for service to the university or profession. Expectations for service shall be described in the position description of each bargaining unit faculty member.~~

### **Section 34. Develop, Review, and Revise.**

1240 ~~The Employer shall provide to the bargaining unit member a~~ position description ~~should first be~~  
1241 ~~developed~~ at the time of initial appointment. A process for the review and revision of a position  
1242 description for a bargaining unit faculty member shall be communicated by the Employer to all  
1243 members within three months of the ratification of this Agreement. This process shall be consistent  
1244 for all bargaining unit faculty members, and include a timeline and a process for the bargaining unit  
1245 faculty members to propose changes that would better characterize their current assigned job duties.

1246  
1247 Furthermore, during the annual Faculty Objective Plan meeting between the bargaining unit faculty  
1248 member and their department chair, the position description shall be reviewed and revised as job  
1249 duties and expectations change. Any revision that includes changes to the percent of FTE allocated  
1250 to different categories of faculty activities (see Section 2) must be signed by the department chair or  
1251 direct supervisor and faculty member. This updated position description shall then be submitted to  
1252 OHR and the Provost's Office.

1253  
1254 A bargaining unit faculty member with a joint appointment or multiple appointments should have  
1255 their position description developed in conjunction with their multiple department chairs.

## 1256 1257 1258 **Section 5. ~~Non-Tenure Track Appointments.~~**

1259 Bargaining unit faculty on non-tenure track appointments shall be allocated FTE for service  
1260 and professional development as required by their appointment. Expectations for service and  
1261 professional development shall be described in the position description of each bargaining unit  
1262 faculty member on a non-tenure track appointment.

## 1263 1264 **Section 6. ~~Mediation for Disputes.~~**

1265 Disputes between the bargaining unit faculty member and their department chair over assigned  
1266 duties and position descriptions shall be resolved expeditiously through informal mediation. The  
1267 parties agree to form an ad-hoc Position Description Joint Labor Management Committee made up  
1268 of three members each from the Employer and the Association, and the President of the Faculty  
1269 Senate or designee, to investigate and resolve disputes over assigned duties.

## 1270 1271 **Section 47. ~~Updating Current Position Descriptions.~~**

1272 The Parties anticipate that many current position descriptions are non-existent or out-of-date and do  
1273 not accurately reflect the duties assigned to and expected of bargaining unit faculty members.

1274 ~~Development and revision of position descriptions is a collaborative process that should be done~~  
1275 ~~deliberately and thoughtfully. Therefore, the Parties agree that the requirements of this Article will~~  
1276 ~~be completed over the life of this Agreement.~~

1277  
1278 To ensure clearly defined job duties are communicated to bargaining unit faculty members in a  
1279 timely manner ~~Because accurate position descriptions are essential to the promotion and/or tenure~~  
1280 ~~process, which are further reflected in a member's compensation,~~ Each department chair or direct  
1281 supervisor shall send each bargaining unit faculty member their position description for review  
1282 within four three (4) months of ratification of this Agreement. Within one (1) a month of receiving  
1283 their position description, the bargaining unit faculty member shall detail the parts of their position  
1284 description that they believe are in error do not match their current assigned duties. The Employer

1285 shall also include in this communication a process by which a bargaining unit faculty member can  
1286 address cases of unreasonable workload, including workload assigned that is not reflected in the  
1287 process of promotion and/or tenure.

1288

1289 ~~In the absence of a position description, the department chair shall meet with the bargaining unit~~  
1290 ~~faculty member to begin the process of creating a position description, as described in this Article.~~

1291

1292 ~~Over the course of academic year 2020-21, department chairs shall meet with individual bargaining~~  
1293 ~~unit faculty members to review and revise their position description. Because accurate position~~  
1294 ~~descriptions are essential to the promotion and/or tenure process, department chairs shall ensure~~  
1295 ~~that position descriptions for bargaining unit faculty members eligible for promotion and/or tenure~~  
1296 ~~during academic year 2021-22 are completed before the promotion and/or tenure process begins.~~

1297

1298 ~~Disputes between the bargaining unit faculty member and the department chair over assigned duties~~  
1299 ~~and position descriptions will be resolved through the mediation process described in Section 6.~~

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