

## 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 faculty member or 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 so that resort to formal procedures may not be necessary.

### 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 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.

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 3, 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 3 of this article.

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

52  
53 All other grievances (formal or informal) based on the terms of this Agreement shall be filed within  
54 sixty (60) days following the date on which the grievant knew, or reasonably should have known, of  
55 the alleged act or omission or condition which is the basis of the grievance. The sixty (60) day limit  
56 shall be extended for those bargaining unit faculty members who are out of the country or are on  
57 official leave of absence so that the member has reasonable time after returning to campus to  
58 present a grievance.

59  
60 At any step in this grievance process, the grievant and the Employer may agree to modify time  
61 limits. If so, their agreement to new time limits shall be in writing, signed and dated by both parties.  
62 The parties may not unilaterally modify time limits in any of the steps of the grievance process  
63 outlined in this article.

64  
65 The failure of a grievant, at any step in this process, to appeal or request a review of a decision  
66 within the specified time limits, including any extensions thereof, shall be considered acceptance by  
67 the grievant of the decision rendered at the previous step.

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69 The failure of ~~Oregon Tech~~~~the Employer~~ to communicate ~~at the~~ decision on the grievance at any  
70 step within the time limits, including any extension thereof, shall allow the ~~grievance grievant~~ to  
71 continue to the next step.

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73 A grievant may withdraw their grievance at any time.

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

78  
79 The Employer shall inform the OT-AAUP grievance officer of a grievance, either formal or  
80 informal, within fourteen (14) days of receipt of the grievance regardless of whether the grievant  
81 seeks the Association's representation in this process or not. The Employer shall communicate all  
82 decisions regarding a grievance (at each step of the process) to the grievance officer. All formal  
83 communications shall be in writing, delivered to and signed by the recipient, at their respective  
84 assigned campus location. Communication regarding a grievance shall take place during an employee  
85 contract period. \*\*\*

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

91  
92 A grievance may not be presented under this Article which occurred prior to the effective date of  
93 this Agreement.

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

## Section 4. Grievance Process (Grievance Steps)

### Step 1: Informal Presentation of a Grievance

A bargaining unit faculty member or a group of bargaining unit faculty members shall have the right to discuss a grievance with ~~the his or her department chair or D~~ Dean or Dean's designee, informally within 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. At this step the grievant may opt to present an oral grievance to ~~the his or her department chair or D~~ Dean or Dean's designee, with or without the presence of an OT-AAUP representative.

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

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

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

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

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

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

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

### -Step 2: Formal Presentation to the Dean

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

If the grievant did not use Step 1, she or he shall present a grievance to the Dean 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 grievant 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 Dean 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. A failure to do so 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 32: Formal Presentation to the Provost or Designee**

If the grievant is not satisfied with the decision at Step 21 (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.

190 The Provost or designee shall send a decision in writing to the grievant, and to the OT-AAUP  
191 representative, if one was requested by the grievant, within fourteen (14) days of this meeting.  
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193 **Step ~~43~~: Formal Presentation to the President of the University**

194 If the grievant is not satisfied with the decision at Step ~~23~~, a request for review by the President of  
195 Oregon Tech~~OH~~ or their designee may be submitted within fourteen (14) days of the date of the  
196 decision at Step ~~23~~.  
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198 If no decision is timely rendered at Step ~~23~~, then the grievant may file this request with the President  
199 or designee, within twenty-eight (28) days of the grievance submitted in writing at Step ~~32~~.  
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201 The President's designee may not be one of the people who heard or reviewed the grievance at Step  
202 ~~1, or~~ Step 2, or Step 3.  
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204 The President or designee shall meet with the grievant and the OT-AAUP representative, if one is  
205 requested by the grievant, within fourteen (14) days of receipt of this request.  
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207 For all meetings, the parties shall inform each other at least 24 hours in advance of the meeting as to  
208 all those who will be participating in the meeting and as to the location of the meeting.  
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210 The President or designee shall send a decision in writing to the grievant within fourteen (14) days  
211 of this meeting. A copy of the decision shall also be sent, at the same time, to the grievance officer  
212 for OT-AAUP.  
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214 Grievances against the Provost may be filed with the President or designee in lieu of the Provost.  
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216 If the Association is the grievant, the grievance shall be filed at Step ~~43~~ within sixty (60) days  
217 following the date on which the bargaining unit faculty member whose rights under this Agreement  
218 were allegedly violated knew or reasonably should have known, of the act, omission or condition  
219 which is the basis of the grievance.  
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221 **Section 5. Arbitration of Grievances**

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

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240 ~~Name of Grievant:~~

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

242 ~~Department:~~

243 ~~Mailing Address:~~

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

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

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

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250 ~~Article(s):~~

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252 ~~Section(s):~~

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

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259 ~~Remedy sought:~~

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

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264 ~~Signature \_\_\_\_\_ Date \_\_\_\_\_~~

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## GRIEVANCE FORM

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

Department: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

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Date Grievance Occurred or Discovered: _____
<u>Name(s) of person(s) involved in event (if known):</u> _____
Article(s) Violated: _____
Statement of Grievance (identify the violation, misinterpretation, or improper application of the provisions of this Agreement): _____
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<input type="checkbox"/> Continued on separate page(s).
Remedy Requested: _____
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The Grievant (did) (did not) seek an informal resolution of this grievance.

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

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

Self Represented

Represented by the following Association representative

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

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

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

**GRIEVANCE REVIEW FORM**

**STEP THREE**

**(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 (14) calendar days from today’s date, \_\_\_\_\_ [Print date].

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

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

Self Represented

Represented by the following Association representative

Representative’s Signature: \_\_\_\_\_

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



**STEP FOUR**

**(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 days from today’s date, \_\_\_\_\_ [Print date].

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

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

Self Represented

Represented by the following Association representative

Representative’s Signature: \_\_\_\_\_

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