

ARTICLE [x]. GRIEVANCES

Section 1. Purpose.

The OT-AAUP and 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.

Section 2. Definitions.

“Grievance” shall be defined as an allegation of a violation, misinterpretation, or improper application of a specific 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.

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.

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 sixty (60) 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 sixty (60) day limit

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47 shall be extended for those bargaining unit faculty members who are out of the country or are on
48 official leave of absence so that the member has reasonable time after returning to campus to
49 present a grievance.

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

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

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60 The failure of the Employer to communicate the decision on the grievance at any step within the
61 time limits, including any extension thereof, shall allow the grievant to continue to the next step.
62 A grievant may withdraw their grievance at any time.

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

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68 The Employer shall inform the OT-AAUP grievance officer of a grievance, either formal or
69 informal, within fourteen (14) days of receipt of the grievance regardless of whether the grievant
70 seeks the Association's representation in this process or not. The Employer shall communicate all
71 decisions regarding a grievance (at each step of the process) to the grievance officer. All formal
72 communications shall be in writing, delivered to and signed by the recipient, at their respective
73 assigned campus location. Communication regarding a grievance shall take place during an employee
74 contract period.

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

81 82 **Section 4. Grievance Process (Grievance Steps)**

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

84 A bargaining unit faculty member or a group of bargaining unit faculty members shall have the right
85 to discuss a grievance with his or her department chair or dean, informally within 60 days following
86 the date on which the grievant knew, or reasonably should have known, of the act, omission or
87 condition which is the basis of the grievance. At this step the grievant may opt to present an oral
88 grievance to his or her department chair or dean, with or without the presence of an OT-AAUP
89 representative.

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91 The grievant may also present a written informal grievance to the department chair or dean, either in
92 electronic form or in paper form.

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94 The grievant should apprise his or her department chair or dean that this matter being presented is a
95 grievance arising under the terms of this Agreement in contrast with a non-contractual complaint.
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97 A resolution at Step 1 shall be recognized in writing, with both Parties signing and dating the agreed
98 upon resolution. The agreed upon resolution shall be communicated by the Employer to the OT-
99 AAUP grievance officer within seven (7) days from both Parties' signing.

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101 Non-resolution includes the department chair or dean not addressing the matter being grieved.
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103 Any resolution reached at this step shall not constitute a past practice or any precedent in the
104 disposition of other grievances. In addition any resolution at this step may not be cited by either
105 party in arbitration as the basis for the resolution of a grievance which may arise thereafter.
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107 If the department chair or the dean is the subject of the grievance, the bargaining unit member may
108 proceed directly to Step 2.
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110 If the department chair or dean, and the grievant do not resolve the grievance within five (5) days of
111 the initial discussion, the bargaining faculty member may proceed to Step 2.
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113 **Step 2: Formal Presentation to the Provost or Designee**

114 If the grievant is not satisfied with the decision at Step 1 (during the informal presentation), the
115 grievant may present a written grievance to the Provost or designee within fourteen (14) days of the
116 issuance of the decision at Step 1.
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118 If the grievant did not use Step 1, she or he shall present a grievance to the Provost or designee, in
119 writing within sixty (60) days following the date on which the grievant knew, or reasonably should
120 have known, of the act, omission or condition which is the basis of the grievance.
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122 The grievance must provide the information below. A formal grievance form may also be used at
123 this step (Appendix A).

- 124 i. A statement describing the nature of the grievance, the approximate date of the events
125 giving rise to the grievance, and to the degree that the grievant knows, the names of the
126 persons involved in the event;
- 127 ii. The specific provision of this Agreement which is alleged to have been violated; if multiple
128 provisions are violated in one event, all such provisions shall be included in the grievance;
- 129 iii. The remedy sought.
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131 The Provost or designee shall meet with the grievant and the OT-AAUP representative, if requested
132 by the grievant, within fourteen (14) days of the receipt of the written grievance. A failure to do so
133 shall allow the grievant to continue to the next step, Step 3.
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135 For all meetings, the Parties shall inform each other at least 24 hours in advance of the meeting as to
136 all those who will be participating in the meeting. The location of the meeting shall be on the
137 campus where the grievant is employed at. Exceptions to the location of the meeting can be made
138 by mutual agreement.
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140 The Provost or designee shall send a decision in writing to the grievant, and to the OT-AAUP
141 representative, if one was requested by the grievant, within fourteen (14) days of this meeting.

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Step 3: Formal Presentation to the President of the University

If the grievant is not satisfied with the decision at Step 2, a request for review by the President of OIT or their designee may be submitted within fourteen (14) days of the date of the decision at Step 2.

If no decision is timely rendered at Step 2, 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 2.

The President’s designee may not be one of the people who heard or reviewed the grievance at Step 1 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 3 within sixty (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

If a grievant is not satisfied with the decision provided in Step 3 described above, the Association may opt to initiate arbitration proceedings on behalf of the grievant. The grievant, if not represented by OT-AAUP, shall formally request representation by OT-AAUP for the arbitration process. The process for arbitration is outlined in Article [x] on Arbitration.

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189 APPENDIX A: CONTRACTUAL GRIEVANCE

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191 Name of Grievant:

192 OT-AAUP Union Representative (if any):

193 Department:

194 Mailing Address:

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196 Date of event(s) leading to grievance:

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

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199 Provision(s) of the Agreement Allegedly Violated:

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201 Article(s):

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203 Section(s):

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

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210 Remedy sought:

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

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215 Signature _____ Date _____