

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.~~

~~The purpose of this Article is to provide a procedure that promotes the prompt and efficient resolution of grievances. The parties encourage informal resolution of grievances, whenever possible, and encourage open communication between bargaining unit members and administrators to avoid resorting to formal grievance procedures, except when unavoidable. It is the objective of this Article to outline a process that shall ensure the prompt and efficient investigation and resolution of grievances. , 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 a direct adverse effect on the Grievant. The term "grievance" shall not include challenges to the merit of an academic judgment. 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.~~

Section 3. General Provisions

45 A. A Grievant has the right of self-representation at any step in the grievance procedure and/or
46 may choose to be accompanied by the Association's designated official. A grievant may
47 represent herself or himself at any step in the grievance process or may decide to be
48 accompanied or represented by an OT-AAUP representative at any point during the
49 grievance process. Regardless of representation, the resolution of the grievance shall be
50 consistent with all the terms of this Agreement.

51
52 B. If requested by Grievant, the Association has the right to be present at, and to participate in,
53 any formal Step in the grievance procedure outlined below, but shall not interfere with the
54 right of self-representation.

55
56 C. The Employer Regardless of whether or not the Grievant seeks the Association's
57 representation in this process, Oregon Tech shall notify the OT-AAUP grievance officer of
58 a grievance, either formal or informal, within fourteen (10) days of receipt of the
59 grievance regardless of whether the grievant seeks the Association's representation in this
60 process or not.

61
62 D. The Employer Oregon Tech shall communicate all decisions regarding a grievance (at each
63 step of the process) to the grievance officer, within ten (10) days of the decision, following
64 the procedures laid out in Article [x]: Notices and Communications. In cases where the
65 Grievant is self-representing Oregon Tech shall notify the Association whether the
66 Grievance was resolved at that step or proceeded to the next step.

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

71
72 F. Time is of the essence in the presentation of grievances. The time limits provided below for
73 the initial presentation of a grievance are measured from the date of the act, omission, or
74 commencement of condition upon which the grievance is based; or from such later date that
75 the Grievant knew or reasonably should have known of the act, omission, or
76 commencement of the condition upon which a grievance is based.

77
78 1. In the event the time limit expires on a Saturday, Sunday, or holiday recognized by
79 Oregon Tech, the time limit is automatically extended to the next business day.

80
81 2. Time limits shall be extended for bargaining unit members who are on approved
82 protected leave, other than sabbatical leave under Article [x], and resume the business
83 day after returning from the leave. The time limits provided below shall be extended for
84 those bargaining unit members subject to Article [x] on Leaves, so that the member has
85 reasonable time after returning to campus to present a grievance.

86
87 3. When mutually agreed upon by the parties, the time limits in any step of the grievance
88 procedure may be modified. Any agreement to modify the time limits must be in writing.
89

90 4. If the grievant or Association fails to meet the specified time limits, including any written
91 modifications thereof, at any step of the grievance procedure, the grievance shall be
92 considered withdrawn and it cannot be resubmitted or refiled. If Oregon Tech fails to
93 issue a response within the specified time limits, including any written modifications
94 thereof, at any step of the grievance procedure, the grievance may be advanced to the
95 next step of the grievance procedure.

96 ~~Failure by the Grievant or the Association to meet the specified time limits, including~~
97 ~~any written modifications thereof, at any step of the grievance procedure, shall constitute~~
98 ~~acceptance of any decisions rendered, and the grievance shall be considered withdrawn~~
99 ~~and cannot be resubmitted or refiled. If Oregon Tech fails to issue a response within the~~
100 ~~specified time limits, including any written modifications thereof, at any step of the~~
101 ~~grievance procedure, the grievance may be advanced to the next step of the grievance~~
102 ~~procedure.~~

103
104 G. Grievances shall only be submitted on the forms attached in Appendix [x] of this Agreement
105 (i.e., Grievance Form, Grievance Review Forms, and Notice of Intent to Arbitrate). All
106 sections of the appropriate form being submitted must be completed and signed by the
107 Grievant.

108
109 H. Once a grievance is filed, neither the Grievant nor the Association shall expand upon the
110 original elements and substance of the written Grievance Form.

111
112 I. Oregon Tech may deny/refuse consideration of a grievance that is not filed in accordance
113 with this Article.

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

117
118 K. A grievant may withdraw their grievance at any time.

119
120 ~~Regardless of the outcome of the grievance process, no action adverse to the grievant or the~~
121 ~~OT-AAUP organization/Association may be taken in retaliation for invoking the grievance~~
122 ~~process. Such retaliation shall be considered discriminatory, as noted in Article [x] on Non-~~
123 ~~discrimination.~~

124
125 L. For all meetings under this Article, the parties shall inform each other at least one (1) day in
126 advance of the meeting as to who will participate in the meeting. A failure to comply with
127 this provision shall not act to cancel the meeting, but will act to bar attendance by those not
128 disclosed.

129
130 ~~If the matter being grieved relates to an act or omission by a Dean, the grievance may be~~
131 ~~presented at Step Three, utilizing the Grievance Form. If the matter being grieved relates to~~
132 ~~an act or omission by the Provost or the President, the grievance may be presented at Step~~
133 ~~Three Two or Step Four Three, utilizing the Grievance Form.~~

~~—Grievances filed by OT-AAUP, on its own behalf, shall be filed at Step 3.~~

N. 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 of the alleged harmful act at Step 3.

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

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

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

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

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

~~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) Presentation of Grievances.

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

Formal Procedure. If the grievant chooses not to initiate the informal procedure, above, or the matter is not satisfactorily resolved by the informal procedure, the following formal grievance procedure may be invoked. In no event, however, will a grievance be presented more than forty (40) business days after the act, omission, or commencement of the condition on which the grievance is based. **Except as noted in Section 3, Item N.**

Step 1: Informal Presentation of a Grievance Dean's Level.

~~Within thirtyfourty (3040) days, the Grievant, or the Association on behalf of the Grievant, shall file the grievance on the Grievance Form consistent with the requirements of this Article with the Dean or Dean's designee.~~

~~Upon request of either party, the parties shall meet within ten (10) days of receipt of the Grievance Form. The Dean or Dean's designee shall send a decision in writing to the party filing the~~

~~Grievance Form within ten (10) days of receiving the Grievance Form or conclusion of the meeting if one occurs. 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 DDean or Dean's designee, informally, without filing a Grievance Form, within ~~45~~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 DDean 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 dDean or Dean's designee, either in electronic form or in paper form.~~

~~The grievant should apprise the his or her department chair or DDean 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 ~~fourteen~~seven (7/14) days from both Parties' signing.~~

~~Non-resolution includes the department chair or dDean 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 DDean is the subject of the grievance, the bargaining unit member may proceed directly to Step ~~2~~.~~

~~If the ~~parties~~ department 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 ~~forty-five~~ (45) 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 must be used at this step (Appendix A).~~

- ~~— 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;~~
- ~~— 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;~~
- ~~— 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 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 2.~~

~~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.~~

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

~~If the Grievant is not satisfied with the decision at Step Two, a request for review may be filed on the Grievance Review Form with the President or President's designee who has not issued a decision on the grievance at Step One or Two below within fourteen- ten (10) calendar-business days of the date of the decision at Step Two. 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 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 43 within ~~forty-fivesixty (4560)~~ days following the date on which the bargaining unit faculty member whose rights under this Agreement were allegedly violated knew or reasonably should have known, of the act, omission or condition which is the basis of the grievance.~~

Section 5. ~~Arbitration of Grievances~~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 President's designee and General Counsel within twenty (20) days of the date of the decision at Step 3. ~~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.

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

389 ~~APPENDIX A: CONTRACTUAL GRIEVANCE~~

390
391 ~~Name of Grievant:~~

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

393 ~~Department:~~

394 ~~Mailing Address:~~

395
396 ~~Date of event(s) leading to grievance:~~

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

398
399 ~~Provision(s) of the Agreement Allegedly Violated:~~

400
401 ~~Article(s):~~

402
403 ~~Section(s):~~

404
405 ~~Statement of grievance (include date of act or omission being grieved):~~

406
407
408
409
410 ~~Remedy sought:~~

411
412
413 ~~The Grievant (did) _____ (did not) _____ seek an informal resolution of this grievance.~~

414
415 ~~Signature _____ Date _____~~

416

GRIEVANCE FORM

Informal Procedure Formal Procedure

Name of Grievant(s): _____

Filed With: _____

Date Grievance Occurred or Discovered: _____

Article(s) Violated: _____

Statement of Grievance (identify the violation, misinterpretation, or improper application of the provisions of this Agreement): _____

Continued on separate page(s).

Remedy Requested: _____

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: _____

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: _____