

1 UNITED ACADEMICS PROPOSAL
2 GRIEVANCES
3

4 **Section A 1. Intent.** The purpose of this Article is to provide a procedure that will promote
5 prompt and efficient investigation and resolution of grievances **at the lowest possible grievance**
6 **step.** The ~~p~~Parties recognize and encourage informal resolution of grievances whenever possible
7 and encourage open communication between ~~employees~~ **faculty members** and supervisors.
8

9 ~~Employees seeking to assert allegations through the Faculty Grievance Policy and pursue a~~
10 ~~remedy through the Faculty Grievance Procedure and Faculty Senate may not seek resolution of~~
11 ~~the similar claims through this Article. This Article is the exclusive remedy for claims under the~~
12 ~~Collective Bargaining Agreement.~~
13

14 The procedures set forth shall be the sole method for resolving grievances under this Article.
15

16 **Section B 2. Definitions.**
17

- 18 a. **Grievance** – the term “grievance” means an allegation that there has been a violation,
19 misinterpretation, or improper application of the express terms of this written Agreement
20 **or a university rule, policy, procedure or standard.** ~~It shall not include complaints on~~
21 ~~matters of academic judgment. Complaints of discrimination on the basis of religion, sex~~
22 ~~(including sexual harassment), gender identity, sexual orientation, race, color, national~~
23 ~~origin, age, disability, marital or veteran status, are not considered grievances and should~~
24 ~~be filed with the University Office of Equal Opportunity and Access for investigation.~~
25
- 26 b. **Grievant** – means one or more members of the bargaining unit; ~~or the Union~~ **United**
27 **Academics,** ~~or the University in the appropriate cases,~~ alleging damage or injury by the
28 act or omission being grieved.
29
- 30 c. **Day** – means a calendar day regardless of the official academic calendar of the
31 ~~U~~niversity. The definition will be applied unless otherwise mandated by federal, state,
32 or other regulatory requirement.
33

34 **Section C 3. Procedures.**

- 35 a. A grievant has the right of self-representation at any step in the grievance procedure
36 and/or may choose to be accompanied ~~the Union’s designated official~~ **or represented by**
37 **any other person at a meeting.** If United Academics does not represent the grievant, the
38 resolution of the grievance shall not be inconsistent with the terms of this Agreement.
39
- 40 ~~b. If requested by the grievant, the Union has the right to be present at, and to participate in,~~
41 ~~any formal step in the grievance procedure, but shall not interfere with the right to self-~~
42 ~~representation.~~
43
- 44 ~~c. Bargaining unit members who serve as a grievance officer and file a grievance on their~~
45 ~~own behalf shall not act in the role of grievance officer for the bargaining unit until their~~
46 ~~own dispute has been settled.~~

- 1
2 **d.** Time is of the essence in presenting grievances. Time limits for presenting grievances are
3 measured from the date of the act, omission, or commencement of the condition upon
4 which the condition is based; or from the date that the grievant knew or should have
5 known of the act, omission, or commencement of the condition if it is a later date. Failure
6 to initiate a grievance within the specified time limits shall constitute a waiver of the
7 grievance and acceptance of the decision rendered. ~~If the University fails to communicate~~
8 ~~the decision on the grievance within the time limits, the grievant may proceed to the next~~
9 ~~step.~~
- 10
11 **e.** The ~~University~~ **Employer** may refuse consideration of a grievance not filed in accordance
12 with this Article.
- 13
14 **f.** The ~~p~~**Parties** may agree to modify the time limits in any step of the grievance procedure.
15 Any agreement to modify the time limits must be in writing.
- 16
17 **g.** A grievance may be withdrawn by the grievant or United Academics at any time.
- 18
19 **h.** A grievance may not be presented under this Article for an act or omission which
20 occurred prior to the effective date of this Agreement.
- 21
22 **i.** ~~All grievances must identify the date filed and must be signed by the grievant.~~

23 ~~Section D. Presentation of Grievances~~

24 ~~Grievances that cannot be resolved informally shall be filed at Step 1, except if the matter being~~
25 ~~grieved relates to an act or omission by the Dean (or persons in positions at a similar level) or the~~
26 ~~Provost, in which case the grievance may be filed at Step 3 or 4 in the manner provided. In no~~
27 ~~event will a grievance be presented more than thirty (30) days after the act, omission or~~
28 ~~commencement of the condition.~~

29
30
31 ~~**Step 1. Direct Supervisor Level.** The grievance shall set forth the act, omission, or condition on~~
32 ~~which the grievance is based; the date it occurred or commenced (as precisely as possible); the~~
33 ~~specific provision of the Agreement which is alleged to have been violated, misinterpreted, or~~
34 ~~improperly applied; whether informal resolution was attempted; and the remedy sought. Upon~~
35 ~~request of either party, the supervisor shall meet with the grievant within fourteen (14) days of~~
36 ~~receipt of the grievance. The supervisor shall send a decision in writing to the grievant within~~
37 ~~fourteen (14) days of the meeting, or within fourteen (14) days of receipt of the written grievance~~
38 ~~if no meeting is held.~~

39
40 ~~**Step 2. Dean/Director Level.** If the grievant is not satisfied at Step 1, a request for review may~~
41 ~~be filed with the appropriate Dean/Director within thirty (30) days of the date of the decision in~~
42 ~~Step 1. The request must be in writing.~~

43
44 ~~The appropriate Dean/Director may meet with the grievant within fourteen (14) days of receipt~~
45 ~~of the grievance. The Dean/Director shall send a decision in writing to the grievant within~~

1 fourteen (14) days of the meeting, or within fourteen (14) days of receipt of the written grievance
2 if no meeting is held.

3
4 ~~**Step 3. Provost Level.** If the grievant is not satisfied at Step 2, a request for review may be filed
5 with the Provost within thirty (30) days of the date of the decision in Step 2. The request must be
6 in writing. The Provost or a designee may meet with the grievant within fourteen (14) days of
7 receipt of the request for review. The Provost shall send a decision in writing within fourteen
8 (14) days of the meeting or within fourteen (14) days of receipt of the request for review if no
9 meeting is held.~~

10
11 ~~**Step 4. President's Level.** If the grievant is not satisfied with the decision at Step 3, a request
12 for review may be filed with the President or President's designee within thirty (30) days of the
13 date of the decision in Step 3. The request must be in writing. The President or designee may
14 meet with the grievant within fourteen (14) days of receipt of the request for review. The
15 President or designee shall send a written decision in writing to the grievant within fourteen (14)
16 days of the meeting or within fourteen (14) days of receipt of the request for review if no
17 meeting is held.~~

18 **GRIEVANCES NOT RELATED TO DISCRIMINATION FILED BY A FACULTY** 19 **MEMBER**

20
21 **Section 4. Informal.** Prior to filing a formal grievance a faculty member is encouraged to
22 discuss the grievance with their supervisor(s) or academic unit head. The supervisor(s) or
23 academic unit head shall respond to the grievant verbally or in writing within fourteen days.

24
25 **Section 5. Step 1 – Dean or Equivalent Level.** If a grievance is not resolved to the satisfaction
26 of the grievant at the informal stage, or if the grievant chooses to bypass the informal stage, the
27 grievant may file a formal written grievance. A Step 1 grievance shall be filed with the dean,
28 director, or executive officer in charge of the college-level unit.

29
30 **The formal grievance must be filed within forty-five days of** the date of the act, omission, or
31 commencement of the condition upon which the condition is based; or from the date that the
32 grievant knew or should have known of the act, omission, or commencement of the condition if
33 it is a later date. **The Employer shall extend the filing requirement if the grievant attempted to**
34 **resolve the grievance informally within forty-five days limit described above.**

35
36 **The written grievance must contain:**

- 37 a. the grievant's name;
- 38 b. the approximate date and nature of the act or omission which gave rise to the grievance;
- 39 c. the rule, policy, standards, procedure, and/or Agreement provision alleged to have been
40 violated or misapplied;
- 41 d. the remedy requested by the grievant;
- 42 e. the date the grievance is filed.

43
44 **The dean or equivalent, or their respective designee, shall meet with the grievant and/or their**
45 **representative (if desired by the grievant) within fourteen days of receipt of the written**
46 **grievance. The grievance meeting will be scheduled at a mutually agreeable time and location.**

1 Grievants who are assigned to work at locations more than thirty miles from the Corvallis
2 campus shall be able to participate in the meeting via teleconference.

3
4 The dean or equivalent, or their respective designee, shall send a written decision to the grievant
5 within fourteen days of the meeting.

6
7 If the University Employer fails to communicate the decision on the grievance within the time
8 limits, the grievant may proceed to the next step.

9
10 **Section 6. Step 2 – Provost Level.** If the decision of the dean or equivalent is not satisfactory to
11 the grievant, the grievant may file a written appeal with the Provost within thirty days of receipt
12 of the written decision, stating why the response at Step 1 was not satisfactory.

13
14 The Provost shall meet with the grievant and/or their representative (if desired by the grievant)
15 within fourteen days of receipt of the written grievance. The grievance meeting will be scheduled
16 at a mutually agreeable time and location. Grievants who are assigned to work at locations more
17 than thirty miles from the Corvallis campus shall be able to participate in the meeting via
18 teleconference.

19
20 The Provost shall send a written decision to the grievant within fourteen days of the meeting.

21
22 If the University Employer fails to communicate the decision on the grievance within the time
23 limits, the grievant may proceed to the next step.

24
25 **Section 7. Step 3 – Faculty Senate Committee Level.** If the decision of the Provost is not
26 satisfactory to the grievant, the grievant may file a written appeal with the Faculty Grievance
27 Committee within thirty days of receipt of the written decision, stating why the response at the
28 previous level is not satisfactory.

29
30 This step is optional to the grievant. The grievant may bypass the Committee and file a Step 4
31 grievance directly with the President within thirty days of receiving the decision at Step 2.

32
33 The Faculty Grievance Committee shall meet with the grievant and/or their representative (if
34 desired by the grievant) within thirty days of receipt of the written grievance. The Faculty
35 Grievance Committee hearing will be scheduled at a mutually agreeable time and location.
36 Grievants who are assigned to work at locations more than thirty miles from the Corvallis
37 campus shall be able to participate in the hearing via teleconference.

38
39 At the Faculty Grievance Committee hearing, the faculty member shall present their case first,
40 followed by the person or persons who are the object of the grievance. Thereafter, the faculty
41 member shall have an opportunity to respond.

42
43 Each party shall have a right to call and examine witnesses and to introduce exhibits or other
44 documents. The members of the Faculty Grievance Committee may question any witness and
45 may call additional witnesses.

1 If the grievant so chooses, they may be accompanied or represented by any other person at the
2 hearing.

3
4 Either party may provide for and obtain a sound recording of the hearing.

5
6 The hearing shall be open to the public at the option of the grievant to the extent allowed by law.
7 Deliberations of the Faculty Grievance Committee, however, shall not be open to the public or
8 the parties.

9
10 The Faculty Grievance Committee's report shall be made in the form of a written
11 recommendation to the President. It shall be based only upon evidence presented at the hearing.
12 The recommendation shall include a description of the complaint, the evidence the Faculty
13 Grievance Committee collected, and its conclusions and recommendations for disposition of the
14 case.

15
16 The recommendations shall be sent to the grievant, to the President, and to the dean, director, or
17 executive officer in charge of the academic unit out of which the grievance arose within sixty
18 days of receipt of the appeal to the Committee.

19
20 The President shall review the decision of the Committee and shall deliver a written decision to
21 the grievant, the Faculty Grievance Committee, and to the dean, director, or executive officer in
22 charge of the unit out of which the grievance arose within fourteen days of receipt of the
23 Committee's recommendation.

24
25 If the President rejects or modifies the recommendations of the Committee, the reasons shall be
26 stated in the decision.

27 28 **GRIEVANCES FILED BY UNITED ACADEMICS OR APPEALS FILED BY FACULTY** 29 **MEMBERS**

30 **Section 8. Step 4 – President Level.** If the decision of the Provost at Step 2 is not satisfactory to
31 the grievant, or the President rejects the report of the Faculty Senate Committee, or United
32 Academics is the grievant, the grievant may file a written appeal or grievance with the President.

- 33
34 a. Faculty members must appeal a Step 2 or Step 3 decision within thirty days of receipt of
35 the written decision, stating why the response at the previous level is not satisfactory.
36
37 b. United Academics must file a grievance within forty-five days of the time it knew or by
38 reasonable diligence should have known of the acts that gave rise to the grievance. The
39 Employer shall extend the forty-five day filing requirement if the United Academics
40 attempted to resolve the grievance informally within the forty-five day timeline.

41
42 The President shall meet with the grievant and/or their representative (if desired by the grievant)
43 within fourteen days of receipt of the written grievance. The grievance meeting will be scheduled
44 at a mutually agreeable time and location. Grievants who are assigned to work at locations more
45 than thirty miles from the Corvallis campus shall be able to participate in the meeting via
46 teleconference.

1
2 The President will consider all information submitted and discussed during the grievance
3 meeting. Prior to issuing a decision, the President may interview any person or review any
4 document concerning the grievance to supplement the record. The President's decision should
5 list any person interviewed or document reviewed that was not presented during the grievance
6 meeting.

7
8 The President shall send a written decision to the grievant within fourteen days of the grievance
9 meeting.

10
11 If the Employer fails to respond within the time limits at any step in this grievance process, the
12 grievance will be deemed to be upheld and the remedy requested shall be granted to the extent
13 possible under law and/or the provisions of this Agreement.

14
15 **GRIEVANCES FILED BY FACULTY MEMBERS OR UNITED ACADEMICS**
16 **ALLEGING DISCRIMINATION**

17 **Section 9. The University Office of Equal Opportunity and Access.** Complaints of
18 discrimination on the ~~basis of religion, sex (including sexual harassment), gender identity, sexual~~
19 ~~orientation, race, color, national origin, age, disability, marital or veteran status, are not~~
20 ~~considered grievances and bases listed in Article XX, Non-Discrimination~~ should be filed with
21 the University Office of Equal Opportunity and Access for investigation. **Grievances alleging**
22 **discrimination shall be considered Step 4 grievances.**

23
24 Grievances alleging prohibited discrimination must be filed within 180 calendar days following
25 the date the grievant knew or by reasonable diligence should have known of the acts that gave
26 rise to the grievance.

27
28 Grievances alleging discriminatory harassment must be filed within 365 calendar days following
29 the date the grievant knew or by reasonable diligence should have known of the acts that gave
30 rise to the grievance.

31
32 The University Office of Equal Opportunity and Access shall meet with the grievant and/or their
33 representative (if desired by the grievant) within fourteen days of receipt of the written
34 grievance. The grievance meeting will be scheduled at a mutually agreeable time and location.
35 Grievants who are assigned to work at locations more than thirty miles from the Corvallis
36 campus shall be able to participate in the hearing via teleconference.

37
38 The University Office of Equal Opportunity and Access will consider all information submitted
39 and discussed during the grievance meeting. Prior to issuing a decision, the University Office of
40 Equal Opportunity and Access may interview any person or review any document concerning the
41 grievance to supplement the record. The University Office of Equal Opportunity and Access's
42 decision should list any person interviewed or document reviewed that was not presented during
43 the grievance meeting.

44
45 The University Office of Equal Opportunity and Access shall send a written recommendation to
46 the grievant and the President within sixty days of the grievance filing.

1
2 The President shall review the recommendation of the University Office of Equal Opportunity
3 and Access and shall deliver a written decision to the grievant within fourteen days of receipt of
4 the Committee's recommendation.

5
6 **Section 10. No Retaliation.** An individual filing a grievance in good faith or otherwise
7 participating in any of the actions authorized under these grievance rules shall not be subject to
8 retaliatory action of any kind by any employee of Oregon State University.

9
10 **Section 11. Arbitration.** Grievances denied at Step 4 may be taken to arbitration using the
11 procedures described in Article XX, Arbitration.