

1 Oregon State University Package Proposal
2 August 13, 2019

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4 Grievance

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

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

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

15 16 Section 2B. Definitions.

17 **Grievance** – The term “grievance” means an allegation that there has been a violation, misinterpretation,
18 or improper application of the express terms of this written Agreement or a university rule, policy,
19 procedure or standard. It shall not include complaints related to matters of academic judgment.

20 Complaints of discrimination on the basis of Article XX. Non-Discrimination of religion, sex (including
21 sexual harassment), gender identity, sexual orientation, race, color, national origin, age, disability, marital
22 or veteran status are not considered grievances and should be filed with the University Office of Equal
23 Opportunity and Access for investigation are subject to alternative procedures specifically outlined in
24 Section 5 of this article.

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25 **Grievant** – means one or more members of the bargaining unit, the Union United Academics, or the
26 University Employer in the appropriate cases, alleging damage or injury by the act or omission being
27 grieved.

28 **Day** – means a calendar day regardless of the official academic calendar of the uUniversity. This definition
29 will be applied unless otherwise mandated by federal, state, or other regulatory requirements.

30 31 Section 3C. Procedures.

32 1. A grievant has the right of self-representation at any step in the grievance procedure and/or
33 may choose to be accompanied or represented by the Union United Academic's designated
34 official. If the Union United Academics does not represent the grievant, the resolution of the
35 grievance shall not be inconsistent with the terms of this Agreement.
36

2. If an employee chooses to self-represent, then United Academics will only participate in a silent participation role requested by the grievant, the Union has the right to be present at, and to participate in, any formal step in the grievance procedure, but shall not interfere with the right to self representation.

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~~Bargaining unit members who serve as a grievance officer and file a grievance on their own behalf shall not act in the role of grievance officer for the bargaining unit until their own dispute has been settled.~~

4.3 Time is of the essence in presenting grievances. Time limits for presenting grievances are measured: from the date of the act, omission, or commencement of the condition upon which the condition is based; or from the date that the grievant knew or should have known of the act, omission, or commencement of the condition if it is a later date. Failure to initiate a grievance or a review within the specified time limits shall constitute a waiver of the grievance and acceptance of the decision rendered. If the University fails to communicate the decision on the grievance within the time limits the grievant may proceed to the next step.

5.4 The University-Employer may refuse consideration of a grievance not filed in accordance with this Article.

6.5 The parties may agree to modify the time limits in any step of the grievance procedure. Any agreement to modify the time limits must be in writing.

7.6 A grievance may be withdrawn by the grievant or Union at any time.

8.7 A grievance may not be presented under this Article for an act or omission which occurred prior to the effective date of this Agreement.

9.8 All grievances must identify the dates filed and must be signed by the grievant.

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Section 4D. Presentation of Grievances

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

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Step 1. Direct Supervisor Level. The grievance shall set forth:

- a. the grievant's name;
- b. the act, omission, or condition on which the grievance is based;
- c. the date it occurred or commenced (as precisely as possible);

1 d. the specific provision of the Agreement which is alleged to have been violated, misinterpreted, or
2 improperly applied;
3 e. whether informal resolution was attempted; and
4 f. the remedy sought, and
5 g. the date the grievance is filed.

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6 Upon request of either party, the supervisor shall meet with the grievant within fourteen (14) days of
7 receipt of the grievance. The supervisor shall send a decision in writing to the grievant within fourteen
8 (14) days of the meeting, or within fourteen (14) days of receipt of the written grievance if no meeting is
9 held.

10 **Step 2. Dean/Director Level.** If the grievant is not satisfied at Step 1, a request for review may be filed
11 with the appropriate Dean/Director within thirty (30) days of the date of the decision in Step 1. The
12 request must be in writing. The appropriate Dean/Director may meet with the grievant within (14) days
13 of receipt of the grievance. The Dean/Director shall send a decision in writing to the grievant within
14 fourteen (14) days of the meeting, or within fourteen (14) days of receipt of the written grievance if no
15 meeting is held.

16 **Step 3. Provost Level.** If the grievant is not satisfied at Step 2, a request for review may be filed with the
17 Provost within thirty (30) days of the date of the decision in Step 2. The request must be in writing. Upon
18 request of either party, the Provost or a designee shall meet with the grievant within fourteen (14) days
19 of receipt of the request for review. The Provost shall send a decision in writing within fourteen (14) days
20 of the meeting or within fourteen (14) days of receipt of the request for review if no meeting is held.

21 ~~Step 3. President's Level. If the grievant is not satisfied with the decision at Step 3, a request for review~~
22 ~~may be filed with the President or President's designee within thirty (30) days of the date of the decision~~
23 ~~in Step 3. The request must be in writing. The President or designee may meet with the grievant within~~
24 ~~fourteen (14) days of receipt of the request for review. The President or designee shall send a written~~
25 ~~decision in writing to the grievant within fourteen (14) days of the meeting or within fourteen (14) days~~
26 ~~of receipt of the request for review if no meeting is held.~~

27 Section 5. Grievances Alleging Discrimination. Any grievance alleging a violation of the Non-
28 Discrimination article should be filed at Step 2 of the grievance process, with a copy being submitted to
29 the Assistant Provost of Employee and Labor Relations, and is not subject to arbitration. The matter will
30 be sent to the University Office of Equal Opportunity and Access for investigation.

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31 The Dean/Director at Step 2 will respond within 60 days after receipt of the grievance. If a grievance is
32 filed pursuant to this article, this shall serve as the exclusive remedy for claims under the Collective
33 Bargaining Agreement and the bargaining unit member may not seek a separate resolution of the similar
34 claims through the University Office of Equal Opportunity and Access.

35 This shall not prohibit an employee from filing an administrative complaint with a relevant outside agency,
36 such as the Bureau of Labor and Industries or the Equal Employment Opportunity Commission.

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