

1 UNITED ACADEMICS PROPOSAL

2
3 GRIEVANCE PROCEDURE

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

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

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

17
18 **Section 2. Definitions.**

- 19 **a. Grievance** – ~~The term “grievance”~~ means an allegation that there has been a
20 violation, misinterpretation, or improper application of the express terms of this
21 written Agreement **or a university rule, policy, procedure, or standard.** ~~It shall not~~
22 ~~include complaints related to matters of academic judgment.~~ Complaints of
23 discrimination on the basis of Article XX- Non-Discrimination are subject to
24 alternative procedures specifically outlined in Section 5 of this Article.
- 25
26 **b. Grievant** – means one or more bargaining unit members or ~~the~~ United Academics
27 alleging damage or injury by the act or omission being grieved.
- 28
29 **c. Day** – means a calendar day regardless of the official academic calendar of the
30 university. This definition will be applied unless otherwise mandated by federal, state,
31 or other regulatory requirements.

32
33 **Section 3. Procedures.**

- 34 a. A grievant has the right of self-representation at any step in the grievance procedure
35 and/or may choose to be accompanied or represented by a union representative. If
36 United Academics does not represent the grievant, the resolution of the grievance
37 shall not be inconsistent with the terms of this Agreement.
- 38
39 b. A bargaining unit member may choose to self-represent, but request that a union
40 representative be present. In that case, the union representative will only observe the
41 process.
- 42
43 c. Time is of the essence in presenting grievances. Grievances must be filed within
44 thirty days of the date of the act, omission, or commencement of the condition upon
45 which the condition is based; or from the date that the grievant knew or should have

1 known of the act, omission, or commencement of the condition if it is a later date,
2 except as noted in d. and e. of this section.

- 3
- 4 d. Grievances alleging a violation of Article XX. Non-Discrimination must be filed
5 within 180 days of the alleged harmful act at Step 3.
- 6
- 7 e. If a grievant can demonstrate an earnest attempt to resolve a potential grievance
8 informally within thirty days of the date of the act, omission, or commencement of
9 the condition upon which the condition is based, or from the date that the grievant
10 knew or should have known of the act, omission or commencement of the condition,
11 the grievance time limits will automatically be extended to forty-five days.
- 12
- 13 f. Grievances filed by United Academics, on its own behalf, will be filed at Step 3.
- 14
- 15 g. Once a grievance is filed, neither the grievant nor ~~the union~~ **United Academics** shall
16 ~~expand upon the original written grievance~~ **alter the written grievance to amend the**
17 **provisions of the Agreement or university policy alleged to have been violated,**
18 **misinterpreted, or improperly applied.**
- 19
- 20 h. Failure to initiate a grievance or an appeal within the specified time limits shall
21 constitute a waiver of the grievance and acceptance of the decision rendered. If the
22 Employer fails to communicate the decision on the grievance within the time limits,
23 the grievant may proceed to the next step.
- 24
- 25 i. The Employer may refuse consideration of a grievance not filed in accordance with
26 this Article.
- 27
- 28 j. The Parties may agree to modify the time limits in any step of the grievance
29 procedure. **Reasonable requests to modify the time limits will be granted.** Any
30 agreement to modify the time limits must be in writing.
- 31
- 32 k. A grievance may be withdrawn by the grievant at any time.
- 33
- 34 l. A grievance may not be presented under this Article for an act or omission which
35 occurred prior to the effective date of this Agreement.
- 36

37 **Section 4. Presentation of Grievances.** Grievances that cannot be resolved informally shall be
38 filed at Step 1, except if the matter being grieved relates to an act or omission by the Dean (or
39 persons in positions at a similar level), in which case the grievance may be filed at Step 3 in the
40 manner provided.

41

42 **Step 1. Direct Supervisor Academic Unit Head.** The grievance shall set forth:

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

- d. the specific provision of the Agreement **or university policy** which is alleged to have been violated, misinterpreted, or improperly applied;
- e. the remedy sought; and
- f. the date the grievance is filed.

Upon request of either Party, the ~~supervisor~~ **academic unit head** shall meet with the grievant within fourteen days of receipt of the grievance. The ~~supervisor~~ **academic unit head** shall send a decision in writing to the grievant within fourteen (~~14~~) days of the meeting, or within fourteen days of receipt of the written grievance if no meeting is held.

Step 2. Dean or Equivalent. If the grievant is not satisfied at Step 1, an appeal may be filed with the appropriate Dean or Equivalent within thirty days of the date of the decision in Step 1. The request must be in writing. Upon request of either Party, the appropriate Dean or Equivalent shall meet with the grievant within fourteen days of receipt of the grievance, ~~or as soon as practicable~~. The Dean or Equivalent shall send a decision in writing to the grievant within fourteen days of the meeting, or within fourteen days of receipt of the written grievance if no meeting is held.

Step 3. Provost. If the grievant is not satisfied at Step 2, an appeal may be filed with the Provost within thirty days of the date of the decision in Step 2. The ~~request~~ **appeal** must be in writing. Upon request of either Party, the Provost, or their designee, shall meet with the grievant within fourteen days of receipt of the ~~request for review~~, ~~or as soon as practicable~~ **appeal**. The Provost shall send a decision in writing within fourteen days of the meeting or within fourteen days of receipt of the ~~request for review~~ **appeal** if no meeting is held.

Section 5. Grievances Alleging Discrimination. Any grievance alleging a violation of Article XX, Non-Discrimination should be filed at Step 3 of the grievance process, with a copy being submitted to the Assistant Provost of Academic Employee and Labor Relations, ~~and is not subject to arbitration~~. The matter will be sent to the University Office of Equal Opportunity and Access for investigation.

In the interest of resolving grievances informally whenever possible, a bargaining unit member may attempt to resolve allegations of discrimination through the informal University Office of Equal Opportunity and Access process before filing the grievance at Step 3 alleging a violation of the Non-Discrimination ~~a~~Article.

The Provost at Step 3 will respond within sixty days after receipt of the grievance. If a grievance is filed pursuant to this Article, this shall serve as the exclusive remedy for claims under the Agreement and the bargaining unit member may not seek a separate resolution of similar claims through the University Office of Equal Opportunity and Access.

Use of the grievance process shall not prohibit a bargaining unit member from filing an administrative complaint with a relevant outside agency, such as the Bureau of Labor and Industries or the Equal Employment Opportunity Commission.

1 UNITED ACADEMICS PROPOSAL

2
3 NON-DISCRIMINATION

4
5 **Preamble.** The Employer is committed to creating an equitable and inclusive campus free of all
6 violence, harassment, **bullying**, and discrimination. **Bargaining unit members and A**all
7 individuals who are **working for or** participating in university programs and activities have the
8 right to do so fully, free from sexual discrimination, misconduct, and retaliation. When the
9 Employers learns of such misconduct, the Employer will take steps to stop, prevent recurrence,
10 and remedy the impacts of such behavior.

11
12 The Parties recognize that protecting bargaining unit members from job-related sexual
13 harassment, bullying and discrimination, and protecting those who have experienced such acts, is
14 an obligation of both Parties. The Parties agree that this will be a shared and ongoing
15 responsibility.

16
17 **Section 1.** Neither the Employer, nor United Academics, will discriminate in the terms and
18 conditions of employment on the basis of race, national origin, color, religion, sex (including
19 pregnancy-related conditions), sexual orientation, gender identity or expression, disability,
20 marital status, genetic information, age, familial status, veteran status, or any other basis
21 protected by law.

22
23 **Section 2.** The Employer will offer all bargaining unit members training regarding unlawful
24 discrimination. A bargaining unit member shall complete any training regarding unlawful
25 discrimination that is required by the Employer.

26
27 **Section 3.** Neither the Employer, nor United Academics, shall unlawfully discriminate against,
28 intimidate, restrain, coerce, or interfere with any bargaining unit member because of, or with
29 respect to, their lawful union activities, including participation in a grievance, membership, or
30 the right to refrain from such activities or membership. There will be no discrimination or
31 harassment against any bargaining unit member in the application of the terms of this Agreement
32 because of membership or non-membership in United Academics.

33
34 **Section 4.** The Employer and United Academics shall continue to abide by federal and state laws
35 as well as all university policies regarding complaints of discrimination, harassment, and
36 bullying.

1 **UNITED ACADEMICS PROPOSAL**

2
3 **RELEASE TIME**

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5 **Section 1:** The Employer shall provide United Academics with an annual release time
6 pool equivalent to three 12-month full-time positions for the purposes of conducting
7 union business, including, but not limited to, contract administration, grievances, and
8 participation in United Academics’ governance, including its state and national affiliates.
9

10 **Section 2:** For each of the two terms prior to the expiration of this Agreement, the
11 Employer shall provide an additional pool of two 12-month full-time positions for
12 distribution to the United Academics negotiating team for the purposes of preparation and
13 attendance of negotiating sessions.
14

15 **Section 3:** United Academics may purchase the equivalent of up to two 12-month full-
16 time positions each academic year. United Academics will reimburse the Administration
17 at the appropriate buyout rate.
18

19 **Section 4.** United Academics will notify the Employer, as far in advance as possible, of
20 the particular bargaining unit members who shall receive release time in order to permit
21 adequate coverage of work assignments. In situations where a bargaining unit member
22 receives less than full release for a given term, they will work with their immediate
23 supervisor to determine which portions of their work will be released.
24

25 **Section 5.** Service for United Academics will count as university service for the purposes
26 of annual review, promotion, and tenure decisions.

1 UNITED ACADEMICS PROPOSAL

2
3 UNION RIGHTS

4
5 **Section 1.** United Academics may use university facilities according to current applicable
6 building use policies. United Academics is responsible for ensuring availability, making all
7 necessary arrangements, and paying all necessary fees.
8

9 **Section 2.** United Academics will advise the Employer, in writing, of all elected officers and
10 alternates who have been designated by the Union. This list shall be updated and sent to the
11 Employer within a reasonable time following any changes. **The Employer will advise United**
12 **Academics, in writing, of all supervisors, Deans or Equivalents, and Senior Administrators in the**
13 **Provost’s Office. This list shall be updated and sent to United Academics within a reasonable**
14 **time following any changes.**
15

16 **Section 3.** United Academics shall have the right to communicate with its members and the
17 members of the bargaining unit, including use of university email, provided such communication
18 does not unduly interfere with the work duties of a bargaining unit member. Communications
19 between bargaining unit members about union matters should not unduly interfere with
20 university operations, students, other employees, or members of the public.
21

22 **Section 4.** United Academics shall have the right to make a presentation and distribute
23 information at ~~the Human Resources~~ orientations that include new bargaining unit members. The
24 presentation shall be for the purpose of introducing attendees to the union and its role in
25 representing bargaining unit members. The presentation will not be used for discussion of
26 labor/management issues or disputes.
27

28 **Section 5:** ~~In addition to the release time described in Article XX, D~~ designated United
29 Academics ~~elected officers~~ **representatives**, ~~with prior approval from a supervisor,~~ shall be
30 granted ~~flexibility in scheduling work to allow~~ reasonable time **during their regularly scheduled**
31 **work hours** for:

- 32 a. investigating and processing grievances **and other workplace complaints** on behalf of
33 United Academics;
- 34 b. attending investigatory meetings and/or due process hearings involving represented
35 employees; ~~and~~
- 36 c. **participating in or preparing for proceedings under the Public Employee Collective**
37 **Bargaining Act (ORS 243.650 to 243.782), or that arise from a dispute involving a**
38 **collective bargaining agreement, including arbitration proceedings, administrative**
39 **hearings, and procedures before the Employment Relations Board;**
- 40 d. acting as a representative of United Academics in the act of collective bargaining;
- 41 e. **attending labor-management meetings;**
- 42 f. **providing information regarding a collective bargaining agreement to newly hired**
43 **employees at employee orientations or at any other meetings that may be arranged for**
44 **new employees; and**
- 45 g. **testifying in a legal proceeding in which they have been subpoenaed as a witness.**
46

- 1 **Section 6.** The Employer shall provide information for all members of the bargaining unit
2 delivered on the ~~following dates: October 16, January 16, April 16, and July 16.~~ **first day of**
3 **every month.** This information will be provided ~~within ten (10) days, or as soon as practicable,~~ at
4 no cost to the Union and in a mutually agreeable format. The list shall include the following
5 information:
- 6 a. First name **in use by the bargaining unit member**
 - 7 b. Last name **in use by the bargaining unit member**
 - 8 c. Middle name or initial **in use by the bargaining unit member**
 - 9 d. University ID number
 - 10 e. Job title
 - 11 f. Name of the faculty member's supervisor
 - 12 g. Home department or unit
 - 13 h. Pay department or unit
 - 14 i. Work location
 - 15 j. Office phone number
 - 16 k. Email address
 - 17 **l. Classification**
 - 18 **m. Rank**
 - 19 n. ~~Title~~ **Rank** effective date
 - 20 o. Length of service
 - 21 p. Job start and end date
 - 22 q. Appointment basis (9- or 12- month)
 - 23 r. Annual salary rate
 - 24 s. Appointment percentage
 - 25 t. Job status (Leave or Active)
 - 26 u. Job type (Primary, Secondary)