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**ARTICLE 13
GRIEVANCES**

Section 1. Intent

The objective of the University and the Union is to secure, at the lowest possible step of the grievance procedure, a fair and equitable resolution of grievances. The orderly processes herein set forth shall be the sole method used for resolution of grievances as that term is herein defined.

Section 2. Definitions

but not limited to, AC

- a) "Grievance" means an allegation that there has been a violation, including misinterpretation or improper application, of the terms of this Agreement.
- b) "Grievant" means one or more members of the bargaining unit, or for purposes of Section 6 of the Union or the University.
- c) "Working day" means a day when classes or examinations are scheduled in accordance with the official academic quarter calendar of the University.

Section 3. General Provisions

- a) Grievants may consult with Union representatives at any time relative to a grievance, provided such consultation does not interfere with the scheduled working hours of the parties involved. A grievant may have a union representative present at any step of the procedure.
- b) The parties-Union and University may agree to modify the time limits in any step of the grievance procedure. At formal steps, agreements to modify time limits shall be in writing. Requests for extensions of time will not be unreasonably denied.
- c) Failure at any step of this procedure to communicate the decision on the grievance within the time limit, including any extension thereof, shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal to the next step within the time limit, including any extension thereof, shall be deemed to be acceptance of the decision.
- d) A grievant has the right at any step to self-representation or to appoint the Union as a representative. If the Union does not represent the grievant, the resolution of the grievance shall not be inconsistent with the terms of this Agreement.
- e) All facts relevant to a grievance or complaint shall be presented by the parties with the objective expressed in Section 1 of this Article.

Section 4. Presentation of Grievance

- a) The grievant must present the grievance not later than ~~thirty (30)~~ forty-five (45) working days [~~seventy-five (75) working days for the purposes of Section 6~~] following the earliest date on which the grievant had or could have been reasonably expected to have had knowledge of the act, event, or the commencement of the condition which is the basis of the grievance.
- b) Grievances alleging discriminatory harassment (including sexual harassment), as defined in ~~OAR 571-003-0025(1)(d)~~, by published university policy on prohibited discrimination, discriminatory harassment, and sexual harassment must be filed within 365 days of the earliest date that the grievant had or could have been reasonably expected to have had knowledge of the act, event, or the commencement of the condition which is the basis of the grievance.
- c) Written grievances (at Step 2 and above) will include at least:
 1. A statement containing the approximate date and the nature of the grievance and the names of identifiable persons directly involved and/or responsible for the act or omission alleged to be the cause of the grievance.
 2. The provision(s) of this agreement which the grievant believes to have been violated, misinterpreted, or improperly applied.
 3. All relevant facts supporting the allegation.
 4. The relief sought.
 5. The name of the person representing the grievant.
 6. The date and signature of the member(s) of the bargaining unit included in the grievance or an officer of the Union ~~or the University for purposes of Section 6~~ if the Union is the grievant.

7. For purposes of Section 6 a specific provision of this Agreement alleged to have been violated shall be identified.

Section 5. Processing of Grievances

Step 1. (Informal)

- a) Except for grievances filed under Section 6, where appropriate, GTFs may present grievances orally to the person to whom the GTF is assigned.
- b) That person will report the decision orally to the GTF within five (5) working days of its presentation.
- c) Any settlement, withdrawal or other disposition of a grievance through this informal step shall not constitute any precedent in the disposition of similar grievances.

Step 2. (Formal)

- a) If the grievant is not satisfied with the decision at Step 1 (or if Step 1 was not used), the grievant or a representative may present the grievance to the head of the operating unit (department, institute, school, etc.) within ten (10) working days of the decision at Step 1 if applicable.
- b) The grievance shall be in writing as provided in Section 4b) above. The Graduate School and the Employee Relations Manager shall be provided with copies.
- c) If the grievance is not presented by a Union representative, the unit head shall send a copy of the grievance to the Union forthwith. If Step 1 is omitted, the grievance must be filed at this step within the time limits provided in Section 4a) above.
- d) The unit head shall arrange a meeting between the unit head or designee(s) and the grievant or representative(s) within ten (10) working days of receipt of the written grievance. The grievant is encouraged, but not required to attend.

e) If the grievant elects not to be represented by the Union, notice of the meeting shall be given to the Union and a Union representative shall be entitled to be present at the meeting.

f) The unit head will send a decision in writing to the grievant with a copy to the Union within fifteen (15) working days of the presentation of the grievance.

Step 3. (President or Designee)

a) In the event that the grievant is not satisfied with the decision at Step 2, the grievant may present the written grievance to the President of the University of Oregon or designee within ten (10) working days of the decision at Step 2.

b) The President or designee(s), other than persons involved at Step 1 or Step 2, or the Graduate School Dean, will convene and conduct a grievance hearing in which the grievant and/or representative(s) shall participate. If a grievant is not represented by the Union, notice of the meeting to hear the grievance shall be given to the Union and a Union representative shall be entitled to be present.

c) The President or designee(s) shall send a decision in writing to the grievant with a copy to the Union within twenty (20) working days of the presentation of the written grievance to the President.

d) Any designee of the President shall have relevant experience with legal agreements related to employment contracts or dispute resolution related to employment contracts.

Section 6. Union or University as Grievant

If the Union or the University is the grievant, the grievance shall be filed at Step 3. Within five (5) working days of filing a Step 3 grievance under Section 6, a representative for the Union and the Graduate School agree to meet to discuss the grievance. The party filing the grievance will initiate the meeting. Both parties agree that informal discussions to resolve the grievance can continue during the Step 3 process.