

## 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

OT-AAUP Grievances Proposal\* – 02/27/2020, 06/08/2020, 07/14/2020, 09/17/2020.

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.~~

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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.

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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.

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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.

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

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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.~~

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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.

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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 ~~ThreeTwo or Step FourThree, utilizing the Grievance Form.~~



182 ~~Regardless of the outcome of the grievance process, no action adverse to the grievant or the OT-~~  
183 ~~AAUP organization may be taken in retaliation for invoking the grievance process. Such retaliation~~  
shall be considered discriminatory, as

228 ~~Grievance Form within ten (10) days of receiving the Grievance Form or conclusion of the meeting~~  
229 ~~if one occurs. A bargaining unit faculty member or a group of bargaining unit faculty members shall~~  
230 ~~have the right to discuss a grievance with the his or her department chair or Ddean or Dean's~~  
231 ~~designee, informally, without filing a Grievance Form, within 4560 days following the date on which~~  
232 ~~the grievant knew, or reasonably should have known, of the act, omission or condition which is the~~  
233 ~~basis of the grievance.~~  
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At this step the grievant may opt to present an or

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~~—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;~~

320 The Provost or designee shall meet with the grievant and the OT AAUP representative, if requested  
321 by the grievant, within fourteen (14) days of the receipt of the written grievance review form. A  
322 failure to do so shall allow the grievant to continue to the next step, Step 3.  
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324 For all meetings, the Parties shall inform each other at least 24 hours in advance of the meeting as to  
325 all those who will be participating in the meeting. The location of the meeting shall be on the  
326 campus where the grievant is employed at. Exceptions to the location of the meeting can be made  
327 by mutual agreement.  
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329 The Provost or designee shall send a decision in writing to the grievant, and to the OT AAUP  
330 representative, if one was requested by the grievant, within fourteen (14) days of this meeting.  
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332 **Step 3: Formal Presentation to the President of the University President's Level.**  
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334 If the Grievant is not satisfied with the decision at Step Two, a request for review may be filed on  
335 the Grievance Review Form with the President or President's designee who has not issued a  
336 decision on the grievance at Step One or Two below within ~~fourteen~~ ten (10) calendar-business  
337 days of the date of the decision at Step Two. If the Grievant is not satisfied with the decision at Step  
338 2, a request for review may be filed on the Grievance Review Form with the President or President's  
339 designee within ten (10) days of the date of the decision at Step Two.  
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341 The President's designee may not be one of the people who heard or reviewed the grievance at Step  
342 1 or Step 2.  
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344 Upon request of either party, the parties shall meet with within ten (10) days of receipt of the  
345 Grievance Review Form. The President or President's designee shall send a decision in writing to  
346 the party filing the Grievance Review Form within ten (10) days of receiving the Grievance Review  
347 Form or conclusion of the meeting if one occurs.  
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349 If the grievant is not satisfied with the decision at Step 2, a request for review by the President of  
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10/08/2020

\*OT-AAUP reserves the right to add to, modify, or

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10/08/2020



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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 written response to this matter within fourteen (14) calendar business days from today's date [Print date].

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 moved the grievance to Step Three for review  
by the President or President's designee.

I do not request a meeting. Please issue written response to this matter within  
~~fourteen (14) calendar business days~~ from today's date,  
\_\_\_\_\_ [Print date].

I request a meeting. Please schedule 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 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: \_\_\_\_\_