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~~The~~ OT-AAUP and Oregon Tech~~the Employer~~ affirm their commitment to the fair and equitable treatment of all faculty under the provisions of this Agreement. In cases where a bargaining unit faculty member or the Association~~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. It is the objective of this Article to outline a process that shall ensure the prompt and efficient investigation and resolution of grievances.

The parties encourage informal resolution of grievances whenever possible and encourage open communication between bargaining unit members and administrators to avoid resort to formal procedures.

“Grievance” shall be defined as an allegation of a violation, misinterpretation, or improper application of a specific provision~~term~~ of this Agreement

“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.~~

“Day” means a calendar day.

*OT-AAUP reserves the right to add to, modify, or amend proposals during the course of negotiations.

47 Grievances alleging discriminatory harassment, including sexual harassment, shall be filed within five
48 years following the date on which the grievant knew, or reasonably should have known of the act,
49 omission, or condition which is the basis of the grievance.

50
51 A grievance alleging discriminatory harassment shall be filed directly at Step ~~43~~ of this article.

52
53 Grievances alleging discrimination under Article [x] on Non-Discrimination shall also be submitted
54 and investigated by the university's Affirmative Action Officer, or similar. A bargaining unit
55 member alleging discrimination may also file an administrative complaint with a relevant outside
56 agency, such as the Bureau of Labor and Industries or the Equal Employment Opportunity
57 Commission.

58
59 All other grievances (formal or informal) based on the terms of this Agreement shall be filed within
60 ~~forty-fivesixty (4560)~~ days following the date on which the grievant knew, or reasonably should have
61 known, of the alleged act or omission or condition which is the basis of the grievance. The ~~forty-~~
62 ~~fivesixty (4560)~~ day limit shall be extended for those bargaining unit faculty members who are
63 ~~subject to Article [X] on Leaves out of the country or are on official leave of absence~~ so that the
64 member has reasonable time after returning to campus to present a grievance.

65
66 At any step in this grievance process, the grievant and the Employer may agree to modify time
67 limits. If so, their agreement to new time limits shall be in writing, signed and dated by both parties.
68 The parties may not unilaterally modify time limits in any of the steps of the grievance process
69 outlined in this article.

70
The failure of a grievant, at any step in this pr

95 ~~allowed. Failure to comply with time limits on the part of the Employer shall permit the grievance to~~
96 ~~proceed to the next step.~~

97
98 A grievance may not be presented under this Article which occurred prior to the effective date of
99 this Agreement.

100
101 ~~If the matter being grieved relates to an act or omission by the Provost or the President, the~~
102 ~~grievance may be presented at Step Three or Step Four, utilizing the Grievance Form.~~

104 105 **Step 1: Informal Presentation of a Grievance**

106 A bargaining unit faculty member or a group of bargaining unit faculty members shall have the right
107 to discuss a grievance with ~~the his or her department chair or~~ Dean or Dean's designee, informally,
108 without filing a Grievance Form, within ~~45~~60 days following the date on which the grievant knew,
109 or reasonably should have known, of the act, omission or condition which is the basis of the
110 grievance.

111
112 At this step the grievant may opt to present an oral grievance to ~~the his or her department chair or~~
113 Dean or Dean's designee, with or without the presence of an OT-AAUP representative.

114
115 The grievant may also present a written informal grievance to the ~~department chair or~~ Dean or
116 Dean's designee, either in electronic form or in paper form.

117
118 The grievant should apprise ~~the his or her department chair or~~ Dean or Dean's designee that this
119 matter being presented is a grievance arising under the terms of this Agreement in contrast with a
120 non-contractual complaint.

121
122 A resolution at Step 1 shall be recognized in writing, with both Parties signing and dating the agreed
123 upon resolution. The agreed upon resolution shall be communicated by the Employer to the OT-
124 AAUP grievance officer within ~~fourteen~~seven (7) days from both Parties' signing.

125
126 Non-resolution includes the ~~department chair or~~ Dean or Dean's designee not addressing the
127 matter being grieved.

128
129 Any resolution reached at this step shall not constitute a past practice or any precedent in the
130 disposition of other grievances. In addition any resolution at this step may not be cited by either
131 party in arbitration as the basis for the resolution of a grievance which may arise thereafter.

132
133 If the ~~department chair or~~ the Dean is the subject of the grievance, the bargaining unit member
134 may proceed directly to Step ~~3~~2.

135
136 If the ~~parties department chair or dean, and the grievant~~ do not resolve the grievance within five (5)
137 days of the initial discussion, the bargaining unit faculty member may proceed to Step 2.

138
139 –Step 2: Formal Presentation to the Dean

140 If the grievant is not satisfied with the decision at Step 1 (during the informal presentation), the
141 grievant may present a written grievance to the Dean or designee within fourteen (14) days of the
142 issuance of the decision at Step 1.

143
144 If the grievant did not use Step 1, she or he shall present a grievance to the Dean or designee, in
145 writing within forty-five (45) days following the date on which the grievant knew, or reasonably
146 should have known, of the act, omission or condition which is the basis of the grievance.

147
148 The grievant must provide the information below. A formal grievance form must be used at this
149 step (Appendix A).

- 150 i. A statement describing the nature of the grievance, the approximate date of the events
151 giving rise to the grievance, and to the degree that the grievant knows, the names of the
152 persons involved in the event;
153 ii. The specific provision of this Agreement which is alleged to have been violated; if multiple
154 provisions are violated in one event, all such provisions shall be included in the grievance;
155 iii. The remedy sought.

156
157 The Dean or designee shall meet with the grievant and the OT-AAUP representative, if requested by
158 the grievant, within fourteen (14) days of the receipt of the written grievance. A failure to do so
159 shall allow the grievant to continue to Step 3.

160
161 For all meetings, the Parties shall inform each other at least 24 hours in advance of the meeting as to
162 all those who will be participating in the meeting. The location of the meeting shall be on the
163 campus where the grievant is employed at. Exceptions to the location of the meeting can be made
164 by mutual agreement.

165
166 The Dean or designee shall send a decision in writing to the grievant, and to the OT-AAUP
167 representative, if one was requested by the grievant, within fourteen (14) days of this meeting.

168
169 **Step 3~~2~~: Formal Presentation to the Provost or Designee**

170 If the grievant is not satisfied with the decision at Step ~~2~~1 (during the informal presentation), a
171 request for review may be filed on the Grievance Review Form with the Provost or Provost's
172 designee within fourteen (14) calendar days of the date of the decision at Step Two, the grievant may
173 present a written grievance to the Provost or designee within fourteen (14) days of the issuance of
174 the decision at Step ~~1~~2.

175
176 If the grievant did not use Step 1, she or he shall present a grievance to the Provost or designee, in
177 writing within sixty (60) days following the date on which the grievant knew, or reasonably should
178 have known, of the act, omission or condition which is the basis of the grievance.

179
180 The grievance must provide the information below. A formal grievance form may also be used at
181 this step (Appendix A).

- 182 i. A statement describing the nature of the grievance, the approximate date of the events
183 giving rise to the grievance, and to the degree that the grievant knows, the names of the
184 persons involved in the event;
185 ii. The specific provision of this Agreement which is alleged to have been violated; if multiple
186 provisions are violated in one event, all such provisions shall be included in the grievance;
187 iii. The remedy sought.

188

189 The Provost or designee shall meet with the grievant and the OT-AAUP representative, if requested
190 by the grievant, within fourteen (14) days of the receipt of the written grievance review form. A
191 failure to do so shall allow the grievant to continue to the next step, Step 3.

192

193 For all meetings, the Parties shall inform each other at least 24 hours in advance of the meeting as to
194 all those who will be participating in the meeting. The location of the meeting shall be on the
195 campus where the grievant is employed at. Exceptions to the location of the meeting can be made
196 by mutual agreement.

197

198 The Provost or designee shall send a decision in writing to the grievant, and to the OT-AAUP
199 representative, if one was requested by the grievant, within fourteen (14) days of this meeting.

200

201 **Step ~~43~~: Formal Presentation to the President of the University**

202 If the grievant is not satisfied with the decision at Step ~~23~~, a request for review by the President of
203 Oregon Tech~~OT~~ or their designee may be submitted within fourteen (14) days of the date of the
204 decision at Step ~~23~~.

205

206 If no decision is timely rendered at Step ~~23~~, then the grievant may file this request with the President
207 or designee, within twenty-eight (28) days of the grievance submitted in writing at Step ~~32~~.

208

209 The President's designee may not be one of the people who heard or reviewed the grievance at Step

1

235 APPENDIX A: CONTRACTUAL GRIEVANCE

236

237 Name of Grievant:

238 OT-AAUP Union Representative (if any):

239 Department:

240 Mailing Address:

241

242 Date of event(s) leading to grievance:

243 Name(s) of Person involved in event (if known):

244

Provision(s) of the Agreem

