

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. It is the objective of this Article to outline a process that shall ensure the prompt and efficient investigation and resolution of grievances.

Section 2. Definitions.

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

“Grievant” shall be defined as 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.

Section 3. General Provisions

A grievant may represent herself or himself at any step in the grievance process or may decide to be accompanied or represented by an OT-AAUP representative at any point during the grievance process. Regardless of representation, the resolution of the grievance shall be consistent with all the terms of this Agreement.

Grievances alleging prohibited discrimination (see Article [x] on Non-Discrimination) shall be filed within 180 days following the date on which the grievant knew, or reasonably should have known of the act, omission, or condition which is the basis of the grievance.

A grievance alleging prohibited discrimination shall be filed directly at Step 3, of this article.

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

All other grievances (formal or informal) based on the terms of this Agreement shall be filed within sixty (60) days following the date on which the grievant knew, or reasonably should have known, of

47 shall be extended for those bargaining unit faculty members who are out of the country or are on
48 official leave of absence so that the member has reasonable time after returning to campus to
49 present a grievance.

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

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56 The failure of a grievant, at any step in this process, to appeal or request a review of a decision
57 within the specified time limits, including any extensions thereof, shall be considered acceptance by
58 the grievant of the decision rendered at the previous step.

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60 The failure of the Employer to communicate the decision on the grievance at any step within the
61 time limits, including any extension thereof, shall allow the grievant to continue to the next step.
62 A grievant may withdraw their grievance at any time.

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64 Regardless of the outcome of the grievance process, no action adverse to the grievant or the OT-
65 AAUP organization may be taken in retaliation for invoking the grievance process. Such retaliation

94 The grievant should apprise his or her department chair or dean that this matter being presented is a
95 grievance arising under the terms of this Agreement in contrast with a non-contractual complaint.
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97 A resolution at Step 1 shall be recognized in writing, with both Parties signing and dating the agreed
98 upon resolution. The agreed upon resolution shall be communicated by the Employer to the OT-
99 AAUP grievance officer within seven (7) days from both Parties' signing.

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101 Non-resolution includes the department chair or dean not addressing the matter being grieved.
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104 Any resolution reached at this step shall not constitute a past practice or any precedent in the
105 disposition of other grievances. In addition any resolution at this step may not be cited by either
106 party in arbitration as the basis for the resolution of a grievance which may arise thereafter.

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108 If the department chair or the dean is the subject of the grievance, the bargaining unit member may
109 proceed directly to Step 2.

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111 If the department chair or dean, and the grievant do not resolve the grievance within five (5) days of
112 the initial discussion, the bargaining faculty member may proceed to Step 2.
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115 If the grievant is not satisfied with the decision at Step 1 (during the informal presentation), the
116 grievant may present a written grievance to the Provost or designee within fourteen (14) days of the
117 issuance of the decision at Step 1.

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

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

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i. A statement describing the nature of the grievance, the approximate date of the events
126 giving rise to the grievance, and to the degree that the grievant knows, the names of the
127 persons involved in the event;

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ii. The specific provision of this Agreement which is alleged to have been violated; if multiple
129 provisions are violated in one event, all such provisions shall be included in the grievance;

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iii. The remedy sought.

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The Provost or designee shall meet with the grie

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If the grievant is not satisfied with the decision at Step 2, a request for review by the President of OIT or their designee may be submitted within fourteen (14) days of the date of the decision at Step 2.

If no decision is timely rendered at Step 2, then the grievant may file this request with the President or designee, within twenty-eight (28) days of the grievance submitted in writing at Step 2.

The President's designee may not be one of the people who heard or reviewed the grievance at Step 1 or Step 2.

The President or designee shall meet with the grievant and the OT-AAUP representative, if one is requested by the grievant, within fourteen (14) days of receipt of this request.

For all meetings, the parties shall inform each other at least 24 hours in advance of the meeting as to all those who will be participating in the meeting and as to the location of the meeting.

The President or designee shall send a decision in writing to the grievant within fourteen (14) days of this meeting. A copy of the decision shall also be sent, at the same time, to the grievance officer for OT-AAUP.

Grievances against the Provost may be filed with the President or designee in lieu of the Provost.

If the Association is the grievant, the grievance shall be filled at Step 3 within sixty (60) days following the date on which the bargaining unit faculty member whose rights under this Agreement were allegedly violated knew or reasonably should have known, of the act, omission or condition which is the basis of the grievance.

Section 5. Arbitration of Grievances

If a grievant is not satisfied with the decision provided in Step 3 described above, the Association

