



UNITED ACADEMICS PROPOSAL

**ARTICLE 15
GRIEVANCE PROCEDURE**

Section 1. The objective of the Administration and the Union is to secure, at the lowest possible step of the grievance procedure, a fair and equitable resolution of grievances.

"Grievance" means any allegation that there has been a violation, misinterpretation or improper application of the terms of this Agreement. "Grievant" means one or more members of the bargaining unit, or for purposes of Step 3, the Union.

Grievance Steps

Section 2. Step 1. (Informal)

- a) If a faculty member feels it is appropriate, he or she may discuss a grievance with his or her immediate supervisor and/or department head. If the faculty member believes that such a discussion would be inappropriate or unproductive, then he or she may proceed to Step 2.
- b) The immediate supervisor and/or department head will communicate a decision orally to the grievant within five (5) working days of the initial discussion.
- 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.

Section 3. Step 2 (Dean or Vice President)

- a) If the grievant is not satisfied with the decision at Step 1 (or if Step 1 was not used), the grievant or a Union representative may present the grievance to the appropriate dean or Vice President. If Step 1 was used, this grievance must be filed within ten (10) working days of the decision at Step 1 being communicated to the grievant.
- b) If Step 1 is omitted, the grievance must be filed not later than thirty (30) working days following the date on which the grievant had or could have been reasonably expected to have had knowledge of the act, event, or condition which is the basis of the grievance.
- c) The grievance shall be in writing as provided in Section 4 below.

- 1 d) If the grievance is not presented by a Union representative, the dean shall send a
2 copy of the grievance to the Union forthwith.
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- 4 e) Grievances alleging discrimination (including sexual harassment), as defined in
5 OAR 571-003-0025(1)(d), must be filed within 365 days following the date on
6 which the grievant had or could have been reasonably expected to have had
7 knowledge of the act, event, or condition which is the basis of the grievance.
- 8
- 9 f) The dean shall arrange a meeting between the dean or designee(s) and the
10 grievant or representative(s) within ten (10) working days of receipt of the written
11 grievance. The grievant is encouraged, but not required to attend.
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- 13 g) If the grievant elects not to be represented by the Union, notice of the meeting
14 shall be given to the Union, and a Union representative shall be entitled to be
15 present at the meeting.
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- 17 h) The dean will send a decision in writing to the grievant with a copy to the Union
18 within fifteen (15) working days of the presentation of the grievance.
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20 **Section 4. Step 3 (President)**

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- 22 a) In the event that the grievant is not satisfied with the decision at Step 2, the
23 grievant may present the written grievance to the President of the University of
24 Oregon within ten (10) working days of the decision at Step 2.
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- 26 b) The President or designee(s), other than persons involved at Step 1 or Step 2, will
27 convene and conduct a grievance meeting in which the grievant and/or
28 representative(s) shall participate.
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- 30 c) If a grievant is not represented by the Union, notice of the meeting to hear the
31 grievance shall be given to the Union, and a Union representative shall be entitled
32 to be present.
- 33
- 34 d) The President or designee(s) shall send a decision in writing to the grievant with a
35 copy to the Union within twenty (20) working days of the presentation of the
36 written grievance to the President.
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38 **Section 5.** If the Union is the grievant, the grievance shall be filed at Step 3 not later than
39 seventy-five (75) working days following the date on which the Union had or could have
40 been reasonably expected to have had knowledge of the act, event, or condition which is
41 the basis of the grievance.

1 Within five (5) working days of filing a Step 3 grievance under this section, a
2 representative for the Union and the President will meet to discuss the grievance.

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4 **Section 6.** Written grievances will include at least:

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6 1. A statement describing the nature of the grievance.
7
8 2. The relief sought.
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10 **Section 7.** A grievant has the right, at any Step, to self-representation or to appoint the
11 Union as a representative. A grievant may have a Union representative present at any
12 Step of the procedure. If the Union does not represent the grievant, the resolution of the
13 grievance shall not be inconsistent with the terms of this Agreement.

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15 Grievants may consult with Union representatives at any time relative to a grievance,
16 provided such consultation does not interfere with the scheduled working hours of the
17 parties involved.

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19 **Section 8.** The parties may agree to modify the time limits in any step of the grievance
20 procedure. At formal steps, agreements to modify time limits shall be in writing.
21 Requests for extensions of time will not be unreasonably denied.

22
23 **Section 9.** Failure at any step of this procedure to communicate the decision on the
24 grievance within the time limit, including any extension thereof, shall be deemed to
25 constitute a granting of the grievance. Failure at any step of this procedure to appeal to
26 the next step within the time limit, including any extension thereof, shall be deemed to
27 close the case file.

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29 **Section 10.** All facts relevant to a grievance shall be presented by the parties with the
30 objective expressed in Section 1 of this Article.
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