

ARTICLE 22. GRIEVANCE PROCEDURE

Section 1. The objective of this Article is to secure a fair and equitable resolution of grievances at the lowest possible step of the grievance procedure. The procedures below shall be the sole method for resolving grievances.

Section 2. Definitions:

"Grievance" means an allegation that there has been a violation of a specific term of this Agreement.

"Grievant" means the member of the bargaining unit who initiates a grievance or the Union when it is the party who initiates a grievance.

"Day" means a calendar day.

Section 3. Grievance Steps.

Step 1. (Informal)

- (a) A bargaining unit faculty member shall first discuss a grievance with his or her department or unit head.
- (b) If the department or unit head is the subject of the grievance, the bargaining unit faculty member may proceed directly to Step 2.
- (c) If the department or unit head and the bargaining unit faculty member do not resolve the grievance within 10 days of the initial discussion, the bargaining unit faculty member may proceed to Step 2.
- (d) Any disposition of a grievance Step 1 shall not constitute a past practice or any precedent in the disposition of other grievances.

Step 2 (Dean, Vice President, or Designee)

- (a) Whether or not Step 1 is implemented, a grievant shall present a grievance to the Dean, Vice President, or designee in writing within 45 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.
- (b) The grievance shall be in writing and provide the information described in Section 6 below.
- (c) Grievances alleging any violation of Article 14, Non-Discrimination, must 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.

- (d) The dean, vice president, or designee shall meet with the grievant and his or her Union representative (if desired by the grievant) within 21 days of receipt of receipt of the written grievance.
- (e) The dean, vice president, or designee will send a decision in writing to the grievant within 14 days of the meeting.
- (f) Any disposition of a grievance at Step 2 shall not constitute a past practice or any precedent for the disposition of other grievances.

Step 3 (Provost or designee)

- (a) If the grievant is not satisfied with the decision at Step 2, the grievant may present the written grievance to the Provost or designee within 14 days of the issuance of the decision at Step 2.
- (b) The Provost or designee, but not the persons who heard the grievance at Step 1 or Step 2, will meet with the grievant and his or her Union representative (if desired by the grievant) within 21 days of receipt of the written grievance.
- (c) The Provost or designee will send a decision in writing to the grievant within 30 days of the meeting. Grievances against the Provost may be filed with the President or designee in lieu of the Provost. If the grievant is not represented by the Union, a copy of the decision will be sent to the Union forthwith.

Section 4. If the Union is the grievant, the grievance shall be filed at Step 3 no later than 45 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, event, or condition which is the basis of the grievance.

Section 5. General Provisions.

- (a) A grievant may represent him or herself at any step in the grievance process or may elect to be accompanied or represented by a Union representative. If the Union does not represent the grievant, the resolution of the grievance shall not be inconsistent with the terms of this Agreement.
- (b) The grievant and the 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) The University's failure at any step of this procedure to communicate the decision on the grievance within the time limit, including any extension thereof, shall be deemed a denial of the grievance. The grievant's failure at any step of this procedure to appeal to the next step within the time limit, including any extension thereof, shall be considered acceptance by the grievant of the decision rendered at the previous step but will not constitute a past practice or any precedent in the disposition of other cases.

- (d) A grievant may withdraw a grievance at any time.
- (e) All facts relevant to a grievance shall be presented by the parties with the objective expressed in Section 1 of this Article.

Section 6. Written grievances must include at least:

- (a) A statement describing the nature of the grievance, the approximate date of the events giving rise to the grievance, and the names of identifiable persons involved;
- (b) The provision of this Agreement that the grievant believes to have been violated and a description of how it was violated; and
- (c) The relief sought.

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Section 7. A grievance may not be filed for an act, omission or condition which occurred prior to the effective date of this Agreement.

ARTICLE 23. ARBITRATION

Section 1. If the grievance brought under Article 22, Grievance Procedure, is not resolved at Step 3, the Union may submit the matter to arbitration.

Section 2. Notice of intent to arbitrate must be filed with the Provost within 21 days of date of issuance of the Step 3 decision.

Section 3. Within 10 days of receipt of the notice of intent to arbitrate, the parties shall meet to attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator within five days of the meeting, the party initiating arbitration shall request the Oregon Employment Relations Board to submit a list of five arbitrators with experience in higher education faculty employment cases, none of whom shall be an employee of the University, the Union, the AFL-CIO, the AFT, the AAUP, or any other labor organization, unless both parties agree otherwise in writing. The arbitrator shall be or shall have been a practicing attorney.

Each party shall alternately strike one name from the list of five. The parties will flip a coin to decide which party strikes first. The last remaining person on the list shall be selected as the arbitrator.

If the arbitrator selected cannot hold the hearing within 90 days and either party does not agree to an extension, a new list of five names shall be requested from the Oregon Employment Relations Board and the selection procedure shall be repeated.

Section 4. At least 10 days in advance of the scheduled hearing, the parties shall meet to draft a submission agreement. They shall attempt to agree on the precise issue to be submitted to arbitration, a stipulation of facts, joint exhibits, and any other matter designed to expedite the arbitration process.

If the parties are unable to agree on the precise issue to be submitted, each party shall submit its own version of the issue and the arbitrator shall decide the precise issue to be arbitrated.

Section 5. The arbitrator shall hold the hearing in Eugene, Oregon unless otherwise agreed in writing by the parties. The hearing shall be held without unreasonable delay upon the arbitrator's acceptance of the case, but in no case less than 30 days or more than 90 days from the arbitrator's acceptance of the case, unless the parties agree in writing otherwise.