

## GRIEVANCE AND ARBITRATION

### Section 1.

- A. Grievants may consult with Union representatives at any time relative to a grievance. A grievant may have a union representative present at any step of the procedure.
- B. The Union and University may agree to modify the time limits in any step of the grievance procedure. At any step, agreements to modify time limits shall be in writing.
- C. Failure at any step of this procedure to communicate the decision on the grievance within the time limit, including any extension thereof, shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal to the next step within the time limit, including any extension thereof, shall be deemed to be acceptance of the decision.
- D. A grievant has the right at any step to self-representation or to appoint the Union as a representative. If the Union does not represent the grievant, the resolution of the grievance shall not be inconsistent with the terms of this Agreement. If there is a resolution without Union representation, the University shall communicate the decision to the Union.

### Section 2. Presentation of Grievance

- A. The grievant must present the grievance no later than sixty (60) days ~~from when the union or student worker knew or reasonably should have known about the incident or problem giving rise to the grievance following the earliest date on which the grievant had or could have been reasonably expected to have had knowledge of the act, event, or the commencement of the condition which is the basis of the grievance, except as stated in subsection (B).~~ It shall be optional for the grievant to utilize step 1 of the grievance procedure outlined below.
- B. Grievances alleging discriminatory harassment (including sexual harassment), as defined by published university policy on prohibited discrimination, discriminatory harassment, and sexual harassment must be filed within three hundred sixty-five (365) ~~calendar~~ days of the earliest date that the grievant had or could have been reasonably expected to have had knowledge of the act, event, or the commencement of the condition which is the basis of the grievance.
- C. Written grievances (at Step 2 and above) will include at least:
  - a. A statement containing the approximate date and the nature of the grievance and the names of identifiable persons directly involved and/or responsible for the act or omission alleged to be the cause of the grievance.
  - b. The provision(s) of this agreement which the grievant believes to have been violated, misinterpreted or improperly applied.
  - c. All relevant facts supporting the allegation.
  - d. The relief sought.

- e. The name of the ~~Union representative~~ ~~person~~ representing the grievant.

### Section 3. Processing of Grievances

#### Step 1. (Informal)

- A. ~~Before initiating formal steps of the grievance process, student workers are encouraged to make an attempt to resolve the issue informally, if possible.~~
- B. Except for grievances filed under Section 5 where appropriate, student workers may present grievances orally to their supervisor.
- C. The supervisor will report the decision in writing to the student worker within seven (7) days of its presentation.
- D. Any settlement, withdrawal or other disposition of a grievance through this informal step shall not constitute any precedent in the disposition of similar grievances.

#### Step 2. (Formal)

- A. If the grievant is not satisfied with the decision at Step 1 (or if Step 1 was not used), the grievant or a representative may present the grievance to the ~~department head~~ ~~head of the department~~ within ten (10) days of the decision at Step 1, if applicable.
- B. The grievance shall be in writing as provided in Section 2(C) above.
- C. If the grievance is not presented by a Union representative, the department head shall send a copy of the grievance to the Union immediately. If Step 1 is omitted, the grievance must be filed at this step within the time limits provided in Section 2(a) above.
- D. The department head shall arrange a meeting between the department head or designee(s) and the grievant and/or representative(s) within ten (10) days of receipt of the written grievance. The grievant ~~and/or representative(s) are~~ ~~is~~ encouraged, but not required to attend.
- E. If the grievant elects not to be represented by the Union, notice of the meeting shall be given to the Union and a Union representative shall be entitled to be present at the meeting.
- F. The department head will send a decision in writing to the grievant with a copy to the Union within ten (10) days of the presentation of the grievance.

#### Step 3. (President or Designee)

- A. In the event that the grievant is not satisfied with the decision at Step 2, the grievance may present the written grievance to the President of the University of Oregon or designee within fourteen (14) days of the decision at Step 2.

- B. The President or designee will convene and conduct a grievance hearing in which the grievant and/or representative(s) shall participate. If a grievant is not represented by the Union, notice of the meeting to hear the grievance shall be given to the Union and a Union representative shall be entitled to be present.
- C. The President or designee shall send a decision in writing to the grievant with a copy to the Union within ~~fourteen~~ (14) days of the presentation of the written grievance to the President.
- D. Any designee of the President shall have relevant experience with legal agreements related to employment contracts or dispute resolution related to employment contracts.

#### **Section 4. The Union or University as Grievant**

If the Union is the grievant, the grievance shall be filed at Step 3. Within seven (7) days of filing a Step 3 grievance under Section 3, a representative for the Union and the affected department(s) will agree to meet to discuss the grievance. The party filing the grievance will initiate the meeting. Both parties agree that informal discussions to resolve the grievance can continue during the Step 3 process.

#### **Section 5. Prohibited Discrimination**

~~If the grievance alleges prohibited discrimination or retaliation for filing a claim of prohibited discrimination, the grievance shall skip steps 1 and 2 and shall immediately go to step 3 in section 3 above.~~

If the grievance alleges prohibited discrimination or retaliation for filing a claim of prohibited discrimination, the grievance shall skip steps 1 and 2 and shall immediately go to step 3 in section 3 above.

- A. Grievances alleging prohibited discrimination, as defined by published university policy on prohibited discrimination, discriminatory harassment, and sexual harassment must be filed within three hundred sixty-five (365) calendar days of the earliest date that the grievant had or could have been reasonably expected to have had knowledge of the about the incident or problem giving rise to the grievance.
- B. When a grievance is filed for prohibited discrimination, discriminatory harassment, and sexual harassment, the University will implement interim measures as appropriate. Such measures shall be designed to allow the student worker to learn and work in an environment free from discrimination. The University shall implement appropriate remedies if a complaint and/or grievance is sustained. Such remedies/measures shall be designed to allow the student worker to continue learning and working in an environment free from discrimination.
- C. Student workers who feel they have been the subject of discrimination and/or harassment, including sexual harassment, are encouraged to address these issues and seek resolution. Student Workers are encouraged to address these issues, if they feel

comfortable doing so, by speaking to their supervisor or seeking assistance from the Office of Investigations and Civil Rights Compliance (“OICRC”). If the OICRC deems these issues inappropriate for OICRC investigation, it will inform the Student Worker and, if appropriate, refer the matter to another University office.

- D. In cases where the Union or a Student Worker files a grievance alleging discrimination or harassment, the University will forward the grievance to the OICRC. The Union and the University may, by mutual agreement, hold such a grievance in abeyance while the OICRC reviews the complaint.
- E. OICRC will send a letter acknowledging the grievance (acknowledgment letter) to the grievant and their representative within two (2) days of receipt of the grievance. The acknowledgement letter will only state that the grievance has been received. OICRC will assign an investigator to conduct an initial assessment of the grievance, which will include a meeting with the grievant and, if the grievant wants, their union representative, within ten (10) days of sending the acknowledgement letter. OICRC’s process shall conclude within sixty (60) days of the date that OICRC sends the Notice of Investigation. The Union and the grievant retain control of the grievance timeline and maintain the right to challenge the decision by continuing the process described in Section 3 at step 3 and can continue through the grievance process as described in this Article.
- F. The Student Worker (as a Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by an advocate of their choice, including a Union representative, in at any and all stages of OICRC’s investigation, and the grievant and Union maintain all of the rights described in this Article.

## **Section 6. Discipline**

Grievances related to termination or layoffs may be filed directly at step 3.

## **Section 76. Arbitration for Grievance Resolution**

- A. If a grievance brought under this article is not resolved at Step 3, the Union may submit the matter to arbitration.
- B. Notice of intent to arbitrate must be filed with the Provost within thirty (30) days of date of issuance of the Step 3 decision.
- C. Within ten (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 (5) 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 employment cases, none of whom shall be an employee of the University, the Union, the AFL-CIO, the UAW, or any other labor organization, unless both parties agree otherwise in writing.

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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.

At least ten (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.

- D. The arbitrator shall hold the hearing in Eugene, Oregon unless otherwise agreed to by the parties. The hearing shall be held without unreasonable delay upon the arbitrator's acceptance of the case.

If the arbitrator or either party requests that post-hearing briefs be submitted, the arbitrator shall establish a date for the submission of such briefs.

The arbitrator derives authority wholly and exclusively from this Agreement. The arbitrator shall not add to, subtract from, modify, or alter the terms or provisions of this Agreement.

The arbitrator shall have no authority: (a) to award monetary damages, fines or penalties, except for back pay or benefits; (b) to make a decision limiting or interfering in any way with the powers, duties, or responsibilities of the University which have not been expressly limited by this Agreement; or (c) to consider the discipline of members of another bargaining unit or other University employees who are not members of the bargaining unit represented by this Union in rendering a decision.

- E. The arbitrator shall issue a decision within thirty (30) days of the close of the hearing unless the parties have agreed to additional time. The decision of the arbitrator shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties as to the issues submitted, provided that either party may seek judicial review of the decision as provided by law.
- F. All fees and expenses of the arbitrator shall be paid by the party not prevailing in the matter.
- G. Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. The costs of any transcripts of the hearing required by the arbitrator shall be divided equally between the

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parties and each party will be provided a copy. If either party wishes a transcript of the hearing, it may have one made at its own expense and shall be under no obligation to provide the arbitrator or the other party with a copy.

- H. The compensation of any bargaining unit member called as a witness and/or serving as the Union representative in an arbitration hearing shall not be reduced for a reasonable period of time to prepare for and to give testimony at the hearing, or in the case of the Union representative, to represent the Union at the hearing. Every effort shall be made to avoid unduly disrupting the work of any bargaining unit member called to serve as a witness.