

ARTICLE 13. GRIEVANCES

GTFF Proposed Language | ~~GTFF-deletion~~ | UO Proposed Language | ~~UO-deletion~~ |
Agreed Upon Language | Status Quo

Section 1. Intent

The objective of the University and the Union is to secure, at the lowest possible step of the grievance procedure, a fair and equitable resolution of grievances. The orderly processes herein set forth shall be the sole method used for resolution of grievances as that term is herein defined.

Section 2. Definitions

- a) "Grievance" means an allegation that there has been a violation, including but not limited to misinterpretation or improper application, of the terms of this Agreement.
- b) "Grievant" means one or more members of the bargaining unit, or the Union or the University.

Section 3. General Provisions

- a) Grievants may consult with Union representatives at any time relative to a grievance, provided such consultation does not interfere with the scheduled working hours of the parties involved. 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 formal steps, agreements to modify time limits shall be in writing. Requests for extensions of time will not be unreasonably denied.
- 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.
- e) All facts relevant to a grievance or complaint shall be presented by the parties with the objective expressed in Section 1 of this Article.

- f) Grievance determinations must include a response to each charge made in the grievance, detailing justification for sustaining or denying each count, including reference to any relevant information, evidence, university policy, and/or law that the decision maker has used as justification for their decision.
- g) Grievance determinations must include a response to each remedy proposed in the grievance, detailing justification for acceptance or rejection of remedies.

Section 4. Presentation of Grievance

- a) The grievant must present the grievance not later than sixty (60) forty-five (45) working days 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.
- 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 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. To file an employment-related discrimination grievance, GEs are encouraged to contact the Graduate Teaching Fellows Federation. For discrimination grievances that pertain to a GE's role as a student, graduate students should refer to the student section of the Office of Equal Opportunity and Access (OEOA) Office of Investigations and Civil Rights Compliance (OIGRC) Formal Complaint procedures (<https://investigations.uoregon.edu/how-make-formal-complaint>). The OEOA OIGRC will encourage all GEs attempting to file an employment-related discrimination complaint to contact the GTFF.
- c) Written grievances (at Step 2 and above) will include at least:
 - i) 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.
 - ii) The provision(s) of this agreement which the grievant believes to have been violated, misinterpreted or improperly applied.
 - iii) All relevant facts supporting the allegation.
 - iv) The relief sought.
 - v) The name of the person representing the grievant.
 - vi) The date and signature of the member(s) of the bargaining unit included in the grievance or an officer of the Union if the Union is the grievant.
 - vii) For purposes of Section 6 a specific provision of this Agreement alleged to have been violated shall be identified.

Section 5. Processing of Grievances

At all steps of the grievance procedure, decisions on the basis of contract violation shall be made based on the facts at the time of filing unless i.) relevant investigatory actions have occurred prior to the scheduled grievance meeting or hearing or ii.) both parties agree to take other non-investigatory updates into consideration. Relevant investigatory actions include but are not limited to: information request processing, requisition of evidence, and relevant testimonies.

Step 1. (Informal)

- a) Except for grievances filed under Section 6, where appropriate, GEs may present grievances orally to the person to whom the GE is assigned.
- b) That person will report the decision orally to the GE within ~~five~~ ten (~~5~~10) working days of its presentation.
- 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.

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 head of the operating unit (department, institute, school, etc.) within ten (10) working days of the decision at Step 1 if applicable.
- b) The grievance shall be in writing as provided in Section 4b) above. The Division of Graduate Studies and the Employee Relations Manager shall be provided with copies.
- c) If the grievance is not presented by a Union representative, the unit head shall send a copy of the grievance to the Union forthwith. If Step 1 is omitted, the grievance must be filed at this step within the time limits provided in Section 4a) above.
- d) The unit head shall arrange a meeting between the unit head or designee(s) and the grievant or representative(s) within ~~fifteen~~ twenty (~~15~~20) working days of receipt of the written grievance. The grievant 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 unit head will send a decision in writing to the grievant with a copy to the Union within ~~fifteen~~ twenty (~~15~~20) working days of the meeting with the Union and/or grievant 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 grievant may present the written grievance to [ELR \(grievances@uoregon.edu\)](mailto:grievances@uoregon.edu) ~~the President of the University of Oregon or designee~~ within ten (10) working days of the decision at Step 2. The University must send an acknowledgement of receipt of the Step 3 grievance within five (5) working days. ELR will acknowledge receipt and assign the grievance to the President or President's designee.
- b) Within fifteen (15) working days of receipt of the Step 3 grievance, the President or designee(s), other than persons involved at Step 1 or Step 2, or the [Vice Provost for Division of Graduate Studies](#) ~~Dean~~, 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(s) shall send a decision in writing to the grievant with a copy to the Union within twentythree (2023) ~~thirty (2030)~~ working days of the ~~hearing 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 6. Union or University as Grievant

If the Union or the University is the grievant, the grievance shall be filed at Step 3. Within five (5) working days of filing a Step 3 grievance under Section 6, a representative for the Union and the Division of Graduate Studies 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 7. Prohibited Discrimination

Grievances Alleging Prohibited Discrimination

- a) If the grievance alleges prohibited discrimination or retaliation for filing a claim of prohibited discrimination, instead of following the process outlined in Section 5, the grievant and/or the union will send the grievance to the [Office of Equal Opportunity and Access \(OEQA\)](#) ~~Office of Investigations and Civil Rights Compliance (OIGRC)~~ and to ELR. [OEQA](#) ~~OIGRC~~ 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. [OEQA](#) ~~OIGRC~~ 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.

- i) If OEOA ~~QIGRC~~ decides that the grievance is within their jurisdiction and should be formally investigated, the grievance will remain with OEOA ~~QIGRC~~ and it will issue a Notice of Investigation to all parties (the grievant(s), the Union but only if the grievant has filed an advisor designation form, ELR and the alleged bad actor(s)). OEOA ~~QIGRC~~ determines whether the grievance is in its jurisdiction by assessing whether, if all the facts as stated in the grievance are true, there is a violation of UO's prohibited discrimination policies and/or, if there is a conflict, relevant articles of the GTFF Collective Bargaining Agreement pertaining to discrimination.
 - ii) If OEOA ~~QIGRC~~ decides that the grievance is not within their jurisdiction or is otherwise insufficient for formal investigation, the grievance as it relates to discrimination or retaliation will be denied. Elements of the grievance not related to discrimination shall follow the process described in Section 5.
- b) The grievant is entitled to union representation at any and all stages of OEOA's ~~QIGRC's~~ investigation, and the grievant and Union maintain all of the rights described in this Article.
- c) OEOA's ~~QIGRC's~~ process shall conclude within sixty (60) days of the date that OEOA ~~QIGRC~~ sends the Notice of Investigation.
- d) If the grievance alleges prohibited discrimination as one of many grievance allegations, the grievance will be bifurcated and the parts alleging prohibited discrimination will follow the process set forth in Section 7 of this Article. The remaining grievance allegations will follow the process set forth in Section 5. The parties can stay the grievance process through mutual agreement.