

1 UNITED ACADEMICS COUNTERPROPOSAL (7/15/2024)
2 UNIVERSITY OF OREGON COUNTERPROPOSAL (7/2/2024)
3 UNITED ACADEMICS COUNTERPROPOSAL (6/13/2024)

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6 **Document Key**

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9 **ARTICLE 22. GRIEVANCE PROCEDURE**

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

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15 **Section 2.** Definitions:

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17 "Grievance" means an allegation that there has been a violation of a specific term of this
18 Agreement. Grievances include the information stated in Section 6.

19
20 "Informal Resolution" means a resolution process that is conducted by the employee and labor
21 relations team (ELR) or ELR's designee that is designed to resolve a grievance through informal
22 processes like facilitated conversations, mediations, or other informal processes that do not
23 include a formal hearing and a written decision issued by the university. Except information that
24 triggers a reporting obligation under UO policy or state or federal law, information shared during
25 an informal resolution process cannot be used by the University, the Union, or the grievant
26 during a formal hearing or at arbitration.

27
28 "Grievant" means the member of the bargaining unit who initiates a grievance or the Union when
29 it is the party who initiates a grievance.

30 ~~"Day" means a business calendar day.~~

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33 **Section 3. Process**

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35 **Independent Conflict Resolution Efforts**

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37 A bargaining unit faculty member may elect to initiate an independent conflict resolution with
38 the department or unit head, supervisor, dean, or Office of the Provost. Such efforts must be
39 initiated within 60 days of the act, omission, or condition that is the basis of the conflict.

40 Continued, good-faith independent conflict resolution efforts by a bargaining member shall
41 pause the grievance-initiation deadlines set forth in subsections 3.a. and 3.b.

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43 **Grievance Initiation ~~Informal Resolution Process~~**

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45 a. Initiation of a Grievance

- 46 i. Within ~~60~~ 45 days of the date the grievant knew, or reasonably should have
47 known, of the act, omission, or condition ~~which that~~ is the basis of the grievance,

48 ~~or within 60 days of concluding a documented effort at informal resolution of~~
49 ~~such act, omission, or condition that is the basis of the grievance, or within 60 a~~
50 ~~documented concluding an attempt at an informal resolution of the conflict,~~ the
51 grievant shall submit a grievance, as defined in Section 6, to the ELR grievance
52 email address, grievances@uoregon.edu. Grievances alleging discrimination,
53 including discriminatory harassment, should be filed within 365 days of the date
54 the grievant knew or reasonably should have known, of the act, omission, or
55 condition ~~which that~~ is the basis of the grievances.

- 56 ii. In addition to the grievance requirements provided for in Section 6, the grievance
57 should include a statement describing whether the grievant believes the informal
58 resolution process would be effective.

60 Informal Resolution Process

61 b. Review

- 62 i. Within ~~10~~ 14 days of receiving the grievance, ELR shall schedule separate
63 mandatory meetings with: (1) the grievant and the grievant's union representative
64 (if desired by the grievant); and (2) the grievant's supervisor and/or other parties
65 named in the grievance who have substantial information regarding the
66 underlying facts. At these meetings, ELR and the grievant and the relevant
67 administrator will discuss whether ~~and how~~ an informal resolution would be an
68 effective way to resolve the matter. ~~and~~ ELR will also make it clear to all parties
69 that retaliation for participation in the informal and formal grievance is prohibited.

70 Following these meetings, one of the following will happen:

71 *[List formatting inserted and rearranged for clarity.]*

- 72 (a) ~~ii.~~ If ELR and the grievant may agree that the dispute may be resolved
73 using an informal resolution process. In this case, ELR shall schedule and
74 conduct an informal resolution process. This process will be complete
75 within ~~60~~ 35 days of the filing of the grievance. ~~iv.~~ At the conclusion of an
76 informal resolution dispute process, ELR will send a letter to the grievant
77 stating the informal resolution process has concluded.

- 78 (b) ~~iii.~~ If ELR and the grievant may determine that an informal resolution will
79 not be successful or ~~if~~ the grievant may ~~does~~ not agree to participate in an
80 informal resolution process. In this case, a formal hearing, as described in
81 Section 3.c, will be scheduled. The formal hearing will be held within ~~15~~
82 21 days of the date that ELR sends out a statement to the parties
83 explaining that ~~the~~ informal resolution process will not be used in the
84 matter.

- 85 (c) ELR may determine the informal process will not be successful and will
86 provide an explanation of the situation to the faculty member and dismiss
87 the grievance, concluding the informal process. The grievant will be
88 informed of their right to submit the grievance for a formal hearing
89 (Section 3.c.), ~~which they may do after a 14-day cooling-off period.~~

- 90 ii. At any point after the informal resolution dispute process has been initiated, the
91 grievant can send ELR an email at grievances@uoregon.edu stating that the
92 grievant no longer wishes to participate in the process. In response, ELR will send
93

94 out a letter to the parties stating the informal resolution process has concluded.
95

96 **Formal Resolution Process Hearing** 97

98 c. Hearing

- 99 i. Grievance timeline: ~~If w~~Within 21 days of receiving the letter from ELR
100 explaining that the informal resolution process has concluded, and if the grievant
101 is not satisfied with the outcome ~~at the conclusion of the informal resolution~~
102 ~~process, or the informal process is bypassed by mutual agreement,~~ the grievant or
103 the Union may present the grievance to ELR in an email at
104 grievances@uoregon.edu to be heard by the Provost's Office ~~within 21~~14 days of
105 ~~receiving the letter from ELR explaining that the informal resolution process has~~
106 ~~concluded.~~
- 107 ii. Hearing timeline: A formal hearing with the Provost or Provost's Office
108 Designee, will be scheduled within ~~15~~ 21 days of receipt of the grievance
109 described in section c (i).
- 110 iii. At or before the grievance hearing, the grievant is allowed to submit a number of
111 relevant questions to the Provost or the Provost's Office Designee. The grievant
112 will limit these questions to those that do not place an undue hardship on the
113 university to respond to, and generally should be no more than 15 questions. The
114 Provost's Office will respond to the questions within ~~15~~ 21 days. This section
115 does not limit the Union's right to make information requests under PECBA, nor
116 the confidentiality rights afforded to employees and students under UO policy and
117 state and federal law.
- 118 iv. The Provost's Office will send a decision in writing to the grievant within ~~30~~ 21
119 days of the hearing. If the questions ~~under subsection iii. above~~ are presented at
120 the hearing by the union and responding ~~that requires subsequent information~~
121 ~~gathering are presented at the hearing by the union,~~ the decision deadline will be
122 extended to ~~60~~ 45 days from the date of the hearing. ~~If a decision of the Office of~~
123 ~~the Provost to deny a grievance is based in whole or in part on a policy provision~~
124 ~~that was not cited as justification for the act or omission being grieved prior to~~
125 ~~submission of the grievance, the grievance may be resubmitted within 30 days to~~
126 ~~be heard by a different designee.~~ Disputes against the Provost may be filed with
127 the President in lieu of the Provost. If the grievant is not represented ~~in the~~
128 ~~grievance~~ by the Union, a copy of the decision will be sent to the Union forthwith.
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130 **Grievances Alleging Prohibited Discrimination** 131

- 132 d. If the grievance alleges prohibited discrimination or retaliation for filing a claim of
133 prohibited discrimination, ELR will send the grievance to the Office of Investigations and
134 Civil Rights Compliance (OICRC). OICRC will send a letter acknowledging the
135 grievance (acknowledgment letter) and assigning an investigator to conduct an initial
136 assessment of the grievance, which will include a meeting with the grievant and, if the
137 grievant wants, their union representative.
138
- 139 i. If OICRC decides that the grievance is within their jurisdiction and should be

140 formally investigated, the grievance will remain with OICRC and it will issue a
141 Notice of Investigation to all parties (the grievant, employee and labor relations,
142 and the ~~respondent alleged bad actor~~). OICRC determines whether the grievance
143 is in its jurisdiction by assessing whether if all the facts are true, there is a
144 violation of UO's prohibited discrimination policies.

145 ii. If OICRC decides that the grievance is not within their jurisdiction or is otherwise
146 insufficient for formal investigation, the grievance as it relates to discrimination
147 will be denied and the ~~remaining grievance will be returned to ELR to determine~~
148 ~~whether a violation of the CBA or University policies has occurred and the~~
149 ~~appropriate process for the grievance.~~

150 iii. The grievant and OICRC ~~can~~ may also mutually agree that the grievance will go
151 through the informal process set forth above. If the informal process is not
152 successful, the grievance will come to OICRC for final disposition.

153
154 e. OICRC's process must provide the union and the grievant with at least the rights they
155 would have otherwise received through the grievance process articulated in this Article,
156 which means that the grievant ~~can~~ may ask at least 15 questions that are relevant, ~~can~~ and
157 may meet with the OICRC investigator and during the initial meeting described above.;
158 †The union will be allowed to participate to the extent they could participate during a
159 grievance hearing.

160
161 f. OICRC's process shall be concluded within ~~90~~ 60 days of the date that OICRC sends the
162 Notice of Investigation. For good cause, OICRC's investigation timeline can be extended
163 by mutual agreement of the parties.

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165 g. OICRC's decision may be appealed through Article 23.

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167 h. If the grievance alleges prohibited discrimination as one of many grievance allegations,
168 the grievance will be bifurcated and the parts alleging prohibited discrimination will
169 follow the process set forth above. The remaining grievance allegations will follow the
170 normal informal resolution/hearing process. If a remedy offered through the normal
171 grievance process would irreparably harm the grievant, the grievance process may be
172 stayed pending the OICRC investigation. The parties can also stay the grievance process
173 through mutual agreement.

174
175 **Section 4.** If the Union is the grievant, the grievance ~~shall can should~~ be filed no later than ~~45~~
176 ~~60~~ days following the date on which the bargaining unit faculty member whose rights under this
177 Agreement were allegedly violated knew or reasonably should have known of the act, event, or
178 condition which is the basis of the grievance.

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180 **Section 5. General Provisions.**

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182 a. A grievant may represent themselves ~~at any step~~ in the grievance process or may elect to
183 be accompanied or represented by a Union representative. If the Union does not represent
184 the grievant, the resolution of the grievance shall not be inconsistent with the terms of
185 this Agreement.

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- b. The grievant and the University may agree to modify the time limits ~~in any step~~ of the grievance procedure. ~~At formal steps~~ In a formal grievance process, 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.
- ~~f. Grievances alleging prohibited discrimination must be filed within 180 365 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.~~
- ~~g. Grievances alleging discriminatory harassment must be filed within 365 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.~~

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.

Section 7. A grievance may not be filed for an act, omission or condition ~~related to provisions newly defined in this Agreement that which~~ occurred prior to the effective date of this Agreement.