

6 **Document Key**

7 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored
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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.
14

15 **Section 2.** Definitions:

16
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

31 ~~"Day" means a business calendar day.~~
32

33 **Section 3. Process**

34 **Independent Conflict Resolution Efforts**

35 A bargaining unit faculty member may elect to initiate an independent conflict resolution with
36 the department or unit head, supervisor, dean, or Office of the Provost. Such efforts must be
37 initiated within 60 days of the act, omission, or condition that is the basis of the conflict.
38 Continued, good-faith independent conflict resolution efforts by a bargaining member shall
39 pause the grievance-initiation deadlines set forth in subsections 3.a. and 3.b.
40
41
42

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

44 a. Initiation of a Grievance

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

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~~ **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 waiting cooling-off**
90 **period.**
- 91 ii. At any point after the informal resolution dispute process has been initiated, the
92 grievant can send ELR an email at grievances@uoregon.edu stating that the
93

94 grievant no longer wishes to participate in the process. In response, ELR will send
95 out a letter to the parties stating the informal resolution process has concluded.
96

97 **Formal Resolution Process Hearing**

98

99 c. Hearing

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

131 **Grievances Alleging Prohibited Discrimination**

132

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

- 140 i. If OICRC decides that the grievance is within their jurisdiction and should be
141 formally investigated, the grievance will remain with OICRC and it will issue a
142 Notice of Investigation to all parties (the grievant, employee and labor relations,
143 and the ~~respondent alleged bad actor~~). OICRC determines whether the grievance
144 is in its jurisdiction by assessing whether if all the facts are true, there is a
145 violation of UO's prohibited discrimination policies.
- 146 ii. If OICRC decides that the grievance is not within their jurisdiction or is otherwise
147 insufficient for formal investigation, the grievance as it relates to discrimination
148 will be denied and the ~~remaining grievance will be returned to ELR to determine~~
149 ~~whether a violation of the CBA or University policies has occurred and the~~
150 ~~appropriate process for the grievance.~~
- 151 iii. The grievant and OICRC ~~can~~ may also mutually agree that the grievance will go
152 through the informal process set forth above. If the informal process is not
153 successful, the grievance will come to OICRC for final disposition.
- 154
- 155 e. OICRC's process must provide the union and the grievant with at least the rights they
156 would have otherwise received through the grievance process articulated in this Article,
157 which means that the grievant ~~can~~ may ask at least 15 questions that are relevant, ~~can~~ and
158 ~~may~~ meet with the OICRC investigator and during the initial meeting described above.;
159 †The union will be allowed to participate to the extent they could participate during a
160 grievance hearing.
- 161
- 162 f. OICRC's process shall be concluded within ~~90~~ 60 days of the date that OICRC sends the
163 Notice of Investigation. For good cause, OICRC's investigation timeline can be extended
164 by mutual agreement of the parties.
- 165
- 166 g. OICRC's decision may be appealed through Article 23.
- 167
- 168 h. If the grievance alleges prohibited discrimination as one of many grievance allegations,
169 the grievance will be bifurcated and the parts alleging prohibited discrimination will
170 follow the process set forth above. The remaining grievance allegations will follow the
171 normal informal resolution/hearing process. If a remedy offered through the normal
172 grievance process would irreparably harm the grievant, the grievance process may be
173 stayed pending the OICRC investigation. The parties can also stay the grievance process
174 through mutual agreement.
- 175

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

180

181 **Section 5.** General Provisions.

182

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

186 this Agreement.

187

188 b. The grievant and the University may agree to modify the time limits ~~in any step~~ of the
189 grievance procedure. ~~At formal steps~~ In a formal grievance process, agreements to
190 modify time limits shall be in writing. Requests for extensions of time will not be
191 unreasonably denied.

192

193 c. The University's failure ~~at any step of this procedure~~ to communicate the decision on the
194 grievance within the time limit, including any extension thereof, shall be deemed a denial
195 of the grievance. The grievant's failure at any step of this procedure to appeal to the next
196 step within the time limit, including any extension thereof, shall be considered acceptance
197 by the grievant of the decision rendered at the previous step but will not constitute a past
198 practice or any precedent in the disposition of other cases.

199

200 d. A grievant may withdraw a grievance at any time.

201

202 e. All facts relevant to a grievance shall be presented by the parties with the objective
203 expressed in Section 1 of this Article.

204

205 ~~f. Grievances alleging prohibited discrimination must be filed within 180-365 days~~
206 ~~following the date on which the grievant knew or reasonably should have known of the~~
207 ~~act, omission, or condition which is the basis of the grievance.~~

208

209 ~~g. Grievances alleging discriminatory harassment must be filed within 365 days following~~
210 ~~the date on which the grievant knew or reasonably should have known of the act,~~
211 ~~omission, or condition which is the basis of the grievance.~~

212

213 **Section 6.** Written grievances must include at least:

214

215 a. A statement describing the nature of the grievance, the approximate date of the events
216 giving rise to the grievance, and the names of identifiable persons involved;

217

218 b. The provision of this Agreement that the grievant believes to have been violated and a
219 description of how it was violated; and

220

221 c. The relief sought.

222

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