

GRIEVANCE AND ARBITRATION PROCESS

[This proposal is being offered as a package proposal intended to achieve agreement on all articles contained in the package. This package proposal is intended to be accepted or declined in its entirety. Rejection of any portion of the proposal should be understood to reject the entirety of this package proposal].

Section 1. Grievable Issues. An employee or the union may file a grievance for alleged violations of the terms or conditions of this Agreement relating to their employment and not otherwise prohibited by this Agreement.

Section 2. Informal Resolution. Before initiating the first step of the grievance process, employees are encouraged to make at least one attempt to resolve the issue informally, and at the lowest level, if possible.

Section 3. Formal Resolution. Formal grievances will be processed by the Grievance Administrator. The Grievance Administrator is a representative in Employee and Labor Relations within the Office of Human Resources. Formal grievances must be in writing and must include at least:

- (A) The specific provision(s) in the collective bargaining agreement that the grievant believes to have been violated;
- (B) A statement describing the nature of the grievance, the approximate date of the events giving rise to the grievance, the names of identifiable persons involved, and any other information the grievant believes should be considered;
- (C) Whether a meeting with the decision-maker is requested; and
- (D) A suggested resolution to the grievance;
- (E) The name of the Union representative who is representing the grievant.

Grievances that do not include the above will not be accepted or processed as a grievance.

Multiple grievances making the same claim are prohibited. Multiple grievances related to the same incident or underlying facts are prohibited.

Section 4. Submission Timeline.

- (A) Regardless of the step at which the grievance is filed, the initial grievance must be submitted no later than thirty (30) calendar days from when the union or employee knew or reasonably should have known about the incident or problem giving rise to the grievance.
- (B) Grievances seeking to challenge a previous decision-maker's decision at a lower step shall submit their grievance at the next step within ten (10) calendar days of the previous step's decision.
- (C) Grievances not submitted according to the above timeline will not be accepted or processed as a grievance.

5/7/25 TA  

(D) The Union and University may agree to modify the time limits in any step of the grievance procedure. Agreements to modify time limits shall be in writing.

Section 5. Grievance Procedure.

(A) All grievances shall be submitted at Step 1, except for the following:

(1) Grievances related to disciplinary actions that include an economic sanction, suspension, or are related to a layoff may be filed directly at Step 2.

(2) Grievances related to terminations and alleged violations of the Non-Discrimination and Anti-Harassment Article must be filed directly at Step 3.

(B) ~~Decisions, offers of resolution, or resolutions made during the grievance process are non-precedential and shall not be cited by either party in future grievances or proceedings related to a grievance. Additionally, d Offers of resolution and grievance settlements are non-precedential,~~ and shall not be considered a change in practice under this Agreement for the purpose of collective bargaining, related proceedings, or other obligations, unless the offer or settlement agreement specifically provides otherwise in writing. Decisions, offers of resolution, or resolutions made during the grievance process shall not be considered a change in practice under this Agreement notwithstanding COMPLETE AGREEMENT and ORS Chapter 243 and shall not be a basis for bargaining or other obligations.

(C) Grievances shall be filed and processed accordingly:

Step 1 Grievances. Immediate Supervisor. Step 1 grievances shall be submitted to the Office of Human Resources by emailing grievances@uoregon.edu and cc'ing the employee's immediate supervisor in the role the employee held at the time the basis of the grievance occurred.

If the grievant or supervisor believes that the supervisor has a conflict of interest in hearing a Step 1 grievance, either party may consult with the Grievance Administrator to determine if an alternative decision-maker is appropriate. The Grievance Administrator's decision whether to appoint an alternative decision-maker is final. A grievance related to discipline or an employment action taken by the immediate supervisor does not necessarily constitute a conflict of interest.

The grievant must indicate in the Step 1 grievance filing whether a meeting with the supervisor is requested. If a meeting is requested, the supervisor will meet with the grievant within ten (10) calendar days of submission of the written grievance.

Unless otherwise stated, the Step 1 decision-maker will send a decision in writing to the grievant within twenty-one (21) calendar days from the receipt of the written grievance or the conclusion of the meeting with the Step 1 decision-maker, if a meeting is held.

Step 2 Grievances. Dean, VP, or Designee. If the grievant is not satisfied with the decision at Step 1, or if the grievance is appropriately filed initially at Step 2, the Step 2 grievance shall be filed with the Grievance Administrator by emailing grievances@uoregon.edu.

The grievant must indicate in the Step 2 grievance whether a meeting with the decision-maker is requested. If a meeting is requested, the decision-maker shall meet with the grievant within twenty-one (21) calendar days of receipt of the written grievance.

Unless otherwise stated, the Step 2 decision-maker will send a decision in writing to the grievant within thirty (30) calendar days from the receipt of the written grievance or the conclusion of the meeting with the Step 2 decision-maker, if a meeting is held.

Step 3 Grievances. President or Designee. If the grievant is not satisfied with the decision at Step 2, or if the grievance is appropriately filed initially at Step 3, the Step 3 grievance shall be filed with the Grievance Administrator by emailing grievances@uoregon.edu.

Except for grievances filed directly at Step 3, there is no meeting during this stage of the process. If a grievance is filed directly at Step 3 and a meeting is requested, the decision-maker shall meet with the grievant within twenty-one (21) calendar days from the receipt of the written grievance.

The Step 3 decision-maker will send a decision in writing to the grievant within thirty (30) calendar days from the receipt of the written grievance or the conclusion of the meeting with the step 3 decision-maker, if a meeting is held.

Sections 5(D)(6) below expires upon the expiration of this collective bargaining agreement with no further affect or obligation on the parties beyond the expiration date.

(D) Non-Discrimination and Anti-Harassment. For any grievance that alleges prohibited discrimination or retaliation, including any grievance alleging violation of the NON-DISCRIMINATION AND ANTI-HARASSMENT article, the Grievance Administrator will send the grievance to the Office of Investigations and Civil Rights Compliance (OICRC). OICRC will send a letter acknowledging the grievance (acknowledgment letter) and assigning an investigator to conduct an initial assessment of the grievance, which will include a meeting with the grievant and, if the grievant wants, the grievant's union representative.

(1) If OICRC decides that the grievance is within its jurisdiction and should be formally investigated, the grievance will remain with OICRC and it will issue a Notice of Investigation to all parties (the grievant/complainant, Employee and Labor Relations, and the respondent). OICRC determines whether the grievance is in its jurisdiction by assessing whether if all the facts are true, there is a violation of the University's Prohibited Discrimination and Retaliation policy.

(2) If OICRC decides that the grievance is not within its jurisdiction or is otherwise insufficient for formal investigation, the grievance as it relates to discrimination will be denied.

(3) OICRC's process must provide the union and the grievant with at least the rights they would have otherwise received through the grievance process articulated in this Article.

(4) OICRC's investigation phase shall be concluded within 90 days of the date that OICRC sends the Notice of Investigations. For good cause, OICRC's investigation timeline can be extended by mutual agreement of the parties. Extensions will not be unreasonably denied.

(5) 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 above. The remaining grievance allegations will follow the normal informal resolution/hearing process. If a remedy offered through the normal grievance process would irreparably harm the grievant, the grievance process may be stayed pending the OICRC investigation. The parties can also stay the grievance process through mutual agreement.

(6) OICRC's decision may be appealed through Section 6 of this Article. Grievances involving prohibited discrimination or a decision by OICRC may only be submitted to arbitrators who have completed a Title IX Certification course provided by the Association of Title IX Administrators (ATIXA) or T9 Mastered or has comparable training that meets all state, federal, and University requirements. The university shall provide at least 3 arbitrators who meet the above criteria who are also member of the National Academy of Arbitrators (NAA), an arbitrator for Judicial Arbitration and Mediation Services (JAMS), a member of the American Arbitration Association (AAA), or on the Oregon Employment Relations Board list of arbitrators. None of the arbitrators selected may have been contracted with OICRC to conduct investigations or hearings of Title IX cases or be a current or former employee of the University. The University shall provide the list within ten (10) days of receiving the intent to arbitrate. The Union may then select its preferred arbitrator from the list. If the arbitrator the Union chooses is a member of NAA or JAMS, the Union shall not be responsible for paying more than \$3,000/day toward the fees and costs of the arbitrator. The University shall pay the remainder. These arbitrations are subject to Section 6 (E) through (I) and Section 7, and if the University is unable to find an arbitrator who meets these criteria, the parties shall follow the steps outlined in Section 6(C) below to select an arbitrator.

Section 6. Arbitration for Grievance Resolution.

- (A) If a grievance brought under this article is not resolved at Step 3, the union or University may submit the matter to arbitration.
- (B) Notice of the union's intent to arbitrate must be filed with the Grievance Administrator by emailing grievances@uoregon.edu within thirty (30) days of the date of issuance of the Step 3 decision.
- (C) Within ten (10) days of submitting the intent to arbitrate, the union must submit a list of five arbitrators to the university. The university will then have ten (10) days to submit a list of five arbitrators to the union. The parties shall then meet within five (5) days to attempt to agree upon an arbitrator. This selection process does not apply to grievances involving prohibited discrimination or a decision by OICRC unless the university is unable to provide a list of arbitrators who meet the training criteria in Section 5(D)(7).
- (D) 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 a current or employee or affiliate of the University, the union, the AFL-CIO, the UAW, or any other labor organization, unless both parties agree otherwise in writing. Each party shall

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

- (E) Except for grievances related to prohibited discrimination or a decision by OICRC, 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 to: (a) award monetary damages, fines, or penalties, except for back pay or benefits; (b) 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) 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.

- (F) 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.
- (G) All fees and expenses of the arbitrator shall be paid by the non-prevailing party in the arbitration proceeding. If the arbitrator requests transcripts, the expense shall be equally borne by the parties. Unless the parties mutually agree otherwise, the party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the arbitrator.
- (H) 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 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.
- (I) Every effort shall be made to avoid unduly disrupting the work of any bargaining unit member called to serve as a witness.

Section 7. Grievance Decisions. Grievance decisions are individualized determinations based on applicable facts and circumstances and do not constitute a past practice for the disposition of other grievances.

Each decision-maker shall determine whether a violation of the terms or conditions of this Agreement occurred by using a more-likely-than-not standard. With the exception of the arbitrator, subsequent decision-makers must rely on the findings from the prior step decisions and are primarily reviewing whether those findings are supported by a preponderance of the evidence, whether there were procedural irregularities that affected the outcome of the matter, and whether there is new information that was not previously available that would affect the determination. At the decision-maker's

discretion, information that was previously available but not submitted in the initial grievance may or may not be considered in subsequent steps in the grievance process.

If, at any step of the grievance procedure, the university fails to issue a response within the specified time limits, the grievance may be advanced to the next step of the grievance procedure. If the grievant or Union fails to meet the specified time limits, at any step of the grievance and procedure, the grievance will be considered withdrawn and it cannot be resubmitted.