

GRIEVANCE AND ARBITRATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

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 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 person representing the grievant.

45 **Section 3. Processing of Grievances**

46 Step 1. (Informal)

- 47 A. Except for grievances filed under Section 5 where appropriate, student workers may
48 present grievances orally to their supervisor.
49
- 50 B. The supervisor will report the decision in writing to the student worker within seven (7)
51 days of its presentation.
52
- 53 C. Any settlement, withdrawal or other disposition of a grievance through this informal step
54 shall not constitute any precedent in the disposition of similar grievances.
55

56 Step 2. (Formal)

- 57 A. If the grievant is not satisfied with the decision at Step 1 (or if Step 1 was not used), the
58 grievant or a representative may present the grievance to the head of the department
59 within ten (10) days of the decision at Step 1, if applicable.
60
- 61 B. The grievance shall be in writing as provided in Section 2(C) above.
62
- 63 C. If the grievance is not presented by a Union representative, the department head shall
64 send a copy of the grievance to the Union immediately. If Step 1 is omitted, the
65 grievance must be filed at this step within the time limits provided in Section 2(a) above.
66
- 67 D. The department head shall arrange a meeting between the department head or
68 designee(s) and the grievant and/ or representative(s) within ten (10) days of receipt of
69 the written grievance. The grievant is encouraged, but not required to attend.
70
- 71 E. If the grievant elects not to be represented by the Union, notice of the meeting shall be
72 given to the Union and a Union representative shall be entitled to be present at the
73 meeting.
74
- 75 F. The department head will send a decision in writing to the grievant with a copy to the
76 Union within ten (10) days of the presentation of the grievance.
77

78 Step 3. (President or Designee)

- 79 A. In the event that the grievant is not satisfied with the decision at Step 2, the grievance
80 may present the written grievance to the President of the University of Oregon or
81 designee within fourteen (14) days of the decision at Step 2.
82
- 83 B. The President or designee will convene and conduct a grievance hearing in which the
84 grievant and/or representative(s) shall participate. If a grievant is not represented by the
85 Union, notice of the meeting to hear the grievance shall be given to the Union and a
86 Union representative shall be entitled to be present.
87

88 C. The President or designee shall send a decision in writing to the grievant with a copy to
89 the Union within ten (10) days of the presentation of the written grievance to the
90 President.

91

92 D. Any designee of the President shall have relevant experience with legal agreements
93 related to employment contracts or dispute resolution related to employment contracts.

94

95 **Section 4. The Union as Grievant**

96 If the Union is the grievant, the grievance shall be filed at Step 3.

97

98 **Section 5. Prohibited Discrimination**

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

102

103 **Section 6. Arbitration for Grievance Resolution**

104 A. If a grievance brought under this article is not resolved at Step 3, the Union may submit
105 the matter to arbitration.

106

107 B. Notice of intent to arbitrate must be filed with the Provost within thirty (30) days of date of
108 issuance of the Step 3 decision.

109

110 C. Within ten (10) days of receipt of the notice of intent to arbitrate, the parties shall meet to
111 attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator
112 within five (5) days of the meeting, the party initiating arbitration shall request the Oregon
113 Employment Relations Board to submit a list of five arbitrators with experience in higher
114 education employment cases, none of whom shall be an employee of the University, the
115 Union, the AFL-CIO, the UAW, or any other labor organization, unless both parties agree
116 otherwise in writing.

117

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

121

122 At least ten (10) days in advance of the scheduled hearing, the parties shall meet to draft
123 a submission agreement. They shall attempt to agree on the precise issue to be
124 submitted to arbitration, a stipulation of facts, joint exhibits, and any other matter
125 designed to expedite the arbitration process.

126

127 If the parties are unable to agree on the precise issue to be submitted, each party shall
128 submit its own version of the issue and the arbitrator shall decide the precise issue to be
129 arbitrated.

130

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

134

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

137

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

141

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

148

149 E. The arbitrator shall issue a decision within thirty (30) days of the close of the hearing
150 unless the parties have agreed to additional time. The decision of the arbitrator shall be
151 in writing and shall set forth findings of fact, reasoning, and conclusions on the issues
152 submitted. The decision of the arbitrator shall be final and binding upon the parties as to
153 the issues submitted, provided that either party may seek judicial review of the decision
154 as provided by law.

155

156 F. All fees and expenses of the arbitrator shall be paid by the party not prevailing in the
157 matter.

158

159 G. Each party shall bear the cost of preparing and presenting its own case. Expenses of
160 witnesses, if any, shall be borne by the party calling the witness. The costs of any
161 transcripts of the hearing required by the arbitrator shall be divided equally between the
162 parties and each party will be provided a copy. If either party wishes a transcript of the
163 hearing, it may have one made at its own expense and shall be under no obligation to
164 provide the arbitrator or the other party with a copy.

165

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