

1 **ARTICLE 18 – GRIEVANCE PROCEDURES**

2
3 **Section 1**

- 4 (a) Grievances are defined as acts, omissions, applications, or interpretations
5 alleged to be violations of the terms or conditions of this Agreement.
- 6 (b) All grievances shall be processed in accordance with this Article which shall be
7 the sole and exclusive method of resolving grievances. Grievances may be filed
8 with ~~u~~Union representation or, consistent with statute, ~~employees~~ **Graduate**
9 **Employees** may present grievances to the employer and have such grievances
10 adjusted without Union intervention, provided: 1) The adjustment is not
11 inconsistent with the terms of this Agreement; and 2) The Union has been given
12 an opportunity to be present at meetings which may result in adjustment to the
13 grievance.
- 14 (c) Grievances shall be filed within ~~thirty (30)~~ **sixty (60)** calendar days of the date the
15 grievant or Union knew or should have known of the facts giving rise to the
16 alleged grievance. In the event that the deadline for filing a grievance, submitting
17 a grievance response, or appealing a grievance response falls on a Saturday,
18 Sunday, or University holiday, such action will be considered timely if it is taken
19 by 5:00 p.m. on the following business day (Monday – Friday).
- 20 (d) Grievances shall be reduced to writing, stating the specific Article(s) alleged to
21 have been violated, a clear explanation of the alleged violation, a statement that
22 it is a grievance being filed under Article 18, the remedy sought and to whom the
23 response should be directed. Once filed, neither the grievant nor ~~u~~Union shall
24 expand upon the original written grievance.
- 25 (e) Time limits specified in this Article shall be strictly observed, unless the parties
26 mutually agree to extend them. If agreed to, extensions of time limits shall be
27 stipulated in writing.
- 28 (f) “Filed” for purposes of all grievances shall mean postmarked (dated by meter or
29 U.S. Post Office), or the actual date of receipt. Grievances received after close of
30 regular business hours shall be considered received on the following business
31 day.
- 32 (g) If at any step of the grievance procedure the University fails to issue a response
33 within the times specified, ~~the grievance will be considered withdrawn and cannot~~
34 ~~be resubmitted~~ **the grievant or Union may file the grievance at the next step.**
- 35 (h) If the Union or grievant fails to file the grievance at the subsequent step within
36 the time specified, the grievance will be considered withdrawn and cannot be
37 resubmitted.
- 38 (i) Grievances involving multiple ~~employees~~ **Graduate Employees** from multiple
39 departments shall be filed initially at Step 2.
- 40 (j) At the request of either party, a meeting between the Union and the University’s
41 representative will take place at any step of the grievance procedure. If a meeting
42 is held at the request of the grievant and/or the Union, any time limit for the
43 Employer’s response set forth below shall begin with the date of the meeting.

44
45 **Section 2**

46 The parties acknowledge the benefit of resolving grievances at the lowest possible step.
47 Prior to filing a grievance under this Article, ~~employees~~ Graduate Employees are
48 encouraged to address issues informally with their supervisor or other University
49 representative with authority to resolve the specific issue. Use of this informal process
50 will not alter timelines required to file a formal grievance.

51
52 Step 1: Should a grievance not be resolved informally, or should a grievant decide not
53 to use an informal process, a formal grievance shall be filed with head of the
54 administrative unit in which the ~~employee~~ Graduate Employee works (Chair,
55 Director, Dean, Superintendent). The head of the administrative unit shall
56 respond in writing within ~~thirty (30)~~ fifteen (15) calendar days. Should the head of
57 the administrative unit also be the grievant's academic advisor, the grievance
58 shall be filed at Step 2. The parties agree that all Step 1 grievance settlements
59 shall not violate this agreement as non-precedential and shall not be cited by
60 either party or their agents or members in any arbitration or fact-finding
61 proceedings now or in the future. Step 1 grievance settlements shall be reduced
62 to writing and signed by the grievant and the head of the Administrative Unit.
63 Actions taken pursuant to Step 1 settlement agreements shall not be deemed to
64 establish or change practices under the Collective Bargaining agreement.

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66 Step 2: Should a grievance not be resolved at Step 1, the ~~employee~~ Graduate
67 Employee or Union may file the grievance with the University President or their
68 designee within thirty (30) calendar days from receipt of the Step 1 response or if
69 a response was not received within ~~thirty (30)~~ fifteen (15) days from when the
70 response was due. The University President or their designee shall respond in
71 writing within ~~thirty (30)~~ fifteen (15) calendar days. Should a grievance not be
72 resolved at Step 2, the Union may request arbitration.

73
74 Step 3: Should the grievance not be resolved at Step 2; the Graduate Employee or
75 Union may file the grievance with the USSE's Director of Labor Relations or their
76 designee within thirty (30) calendar days from the date on which the employee or
77 Union receives the Step 2 response. Grievances filed with the USSE's Director of
78 Labor Relations or their designee shall be responded to within fifteen (15)
79 calendar days. The Union or grievant may elect to bypass Step 3 if arbitration is
80 requested after Step 2.

81 Section 3

82 To advance a grievance to arbitration:

- 83
84 (a) The Union must notify the University of its decision to arbitrate within twenty-one
85 (21) calendar days of receipt of the Step 3 response or if no response was
86 received within twenty-one (21) days from when the response was due.
87 (b) Within fifteen (15) calendar days from the Union's notification of intent to
88 arbitrate, the Union will notify the Federal Mediation and Conciliation Service
89 (FMCS) of the dispute and request a list of arbitrators that shall be specifically
90 limited to Oregon, Washington, and Idaho arbitrators. The parties shall attempt to
91 reach agreement on a permanent panel of arbitrators and a process for using

92 such arbitrators. In the absence of agreement on such a panel and process, the
93 current selection process will be retained, and the Union will request a list of five
94 (5) arbitrators from the Employment Relations Board. The parties will then
95 alternately strike names, one at a time. The party striking the first name will be
96 determined by the flip of a coin. The last remaining name shall be the arbitrator
97 selected to hear the current grievance.

98 (c) The arbitrator shall have authority to hear and rule on issues which arise over
99 arbitrability. Such issues if raised must be heard prior to hearing the merits of the
100 grievance advanced to arbitration. The parties may mutually agree to allow the
101 arbitrator to take procedural issues under advisement and to proceed with the
102 hearing on the merits. If the arbitrator rules the grievance is non-arbitrable, they
103 shall not issue a ruling on the merits.

104 (d) If either party request that post-hearing briefs be filed, the arbitrator shall set the
105 date for submission of those briefs.

106 (e) The parties agree that the decision and award of the arbitrator shall be final and
107 binding. The arbitrator shall have no authority to rule contrary to or change any of
108 the terms of this Agreement.

109 (f) The arbitrator shall have no authority to hear or decide any grievance relating to
110 an academic decision or judgment concerning the employee as a student. The
111 arbitrator shall have no authority to reinstate an employee who is no longer a
112 student or otherwise does not meet the criteria to be a Graduate Employee.

113 (g) All fees and expenses of the arbitrator shall be paid by the party not prevailing in
114 the arbitration.

115
116 Section 4

117 ~~This article does not apply to issues of: academic standing, academic standards,~~
118 ~~policies, and procedures or their implementation or application; or academic degree,~~
119 ~~program, and course offerings and requirements. Such grievances are covered by the~~
120 ~~Graduate School Academic Grievance Policy.~~

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