

ARTICLE 18 – GRIEVANCE PROCEDURES

Section 1

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grievant fails to file the grievance at the subsequent step within the time specified, the grievance will be considered withdrawn and cannot be resubmitted.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

Section 2

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

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

Step 2: Should a grievance not be resolved at Step 1, the Graduate Eemployee or Union may file the grievance with the **appropriate head of the administrative unit in which the Graduate Employee works (Chair, School Head, Center Director, Dean)** ~~University President or their designee~~ within thirty (30) calendar days from receipt of the Step 1 response or if a response was not received within ~~fifteen (15)~~ thirty (30) **calendar** days from when the response was due. The University President or their designee shall respond in writing within ~~fifteen (15)~~ thirty (30) calendar days. ~~Should a grievance not be resolved at step2, the Union may request arbitration.~~

Step 3: Should the grievance not be resolved at Step 2; the Graduate Eemployee or Union may file the grievance with the **Provost** ~~USSE's Director of Labor Relations~~ or their designee within thirty (30) calendar days from the date on which the employee or Union receives the Step 2 response or if no response was received within thirty (30) days from the date the response was due. Grievances filed with the **Provost** ~~USSE's Director of Labor Relations~~ or their designee shall be responded to within fifteen (15) calendar days. Should a grievance not be resolved at Step 3, the Union may request arbitration.

Section 3

To advance a grievance to arbitration:

- (a) The Union must notify the University of its decision to arbitrate within twenty-one (21) calendar days of receipt of the Step 3 response or if no response was received within twenty-one (21) days from when the response was due.
- (b) Within fifteen (15) calendar days from the Union's notification of intent to arbitrate, the Union will notify the Federal Mediation and Conciliation Service (FMCS) of the dispute and request a list of arbitrators that shall be specifically limited to Oregon, Washington, and Idaho arbitrators. The parties shall attempt to reach agreement on a permanent panel of arbitrators and a process for using such arbitrators. In the absence of agreement on such a panel and process, the current selection process will be retained and the Union will request a list of five (5) arbitrators from the Employment Relations Board. The parties will then alternately strike names, one at a time. The party striking the first name will be determined by the flip of a coin. The last remaining name shall be the arbitrator selected to hear the current grievance.

- (c) The arbitrator shall have authority to hear and rule on issues which arise over arbitrability. Such issues if raised must be heard prior to hearing the merits of the grievance advanced to arbitration. The parties may mutually agree to allow the arbitrator to take procedural issues under advisement and to proceed with the hearing on the merits. If the arbitrator rules the grievance is non-arbitrable, they shall not issue a ruling on the merits.
- (d) If either party request that post-hearing briefs be filed, the arbitrator shall set the date for submission of those briefs.
- (e) The parties agree that the decision and award of the arbitrator shall be final and binding. The arbitrator shall have no authority to rule contrary to or change any of the terms of this Agreement.
- (f) The arbitrator shall have no authority to hear or decide any grievance relating to an academic decision or judgment concerning the employee as a student. The arbitrator shall have no authority to reinstate an employee who is no longer a student or otherwise does not meet the criteria to be a Graduate Employee.
- (g) All fees and expenses of the arbitrator shall be paid by the party not prevailing in the arbitration.

Section 4

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