

Article XVI: Grievances

Section 1. Purpose. The purpose of this Article is to provide a procedure that promotes the prompt and efficient resolution of grievances. The parties encourage informal resolution of grievances, whenever possible, and encourage open communication between bargaining unit members and administrators to avoid resorting to formal grievance procedures, except when unavoidable.

Oregon Tech is not obligated to observe any other procedure for the resolution of grievances, as that term is defined herein, other than those procedures outlined in this Article.

Section 2. Definitions.

- a.) “Grievance” is an allegation that there has been a violation, misinterpretation, or improper application of the provisions of this Agreement that had a direct adverse effect on the Grievant. The term “grievance” shall not include complaints related to matters of academic judgment.
- b.) “Grievant” means the Association or bargaining unit member(s) bringing forth a grievance as defined above.
- c.) “Academic judgment” shall mean, except as explicitly limited by this Agreement, the judgment by administrators concerning: (1) academic standards, competence, and performance as these relate to appointment, reappointment, promotion, tenure, or merit salary increases; or (b) curricula and educational policy.
- d.) “Day” means business day.

Section 3. General Provisions.

- a.) A Grievant has the right of self-representation at any step in the grievance procedure and/or may choose to be accompanied by the Association’s designated official. Oregon Tech will notify the Association’s grievance officer of the filing of a self-representation grievance, but not the substance of the grievance, within ten (10) days of receipt of the grievance. Any resolution of a self-representation grievance shall be consistent with all the terms of this Agreement. In cases of self-representation, resolution at any step of the grievance, but not the substance of the resolution, shall be communicated to the Association’s grievance officer, within ten (10) days of such resolution.
- b.) If requested by Grievant, the Association has the right to be present at, and to participate in, any formal Step in the grievance procedure outlined below, but shall not interfere with the right of self-representation.
- c.) A bargaining unit member who is serving as the Association’s grievance officer and files a grievance on their own behalf shall relinquish the role of grievance officer for the bargaining unit until their dispute is resolved.

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- d.) Time is of the essence in the presentation of grievances. The time limits provided below for the initial presentation of a grievance are measured from the date of the act, omission, or commencement of condition upon which the grievance is based; or from such later date that the Grievant knew or reasonably should have known of the act, omission, or commencement of the condition upon which a grievance is based.
 - i. In the event the time limit expires on a Saturday, Sunday, or holiday recognized by Oregon Tech, the time limit is automatically extended to the next business day.
 - ii. Time limits shall be extended for bargaining unit members who are on approved protected leave, other than sabbatical leave under Article XII, and resume the business day after returning from the leave.
 - iii. When mutually agreed upon by the parties, the time limits in any step of the grievance procedure may be modified. Any agreement to modify the time limits must be in writing.
 - iv. If the grievant or Association fails to meet the specified time limits, including any written modifications thereof, at any step of the grievance procedure, the grievance shall be considered withdrawn, and it cannot be resubmitted or refiled. If Oregon Tech fails to issue a response within the specified time limits, including any written modifications thereof, at any step of the grievance procedure, the grievance may be advanced to the next step of the grievance procedure.
- e.) Grievances and Notices of Intent to Arbitrate shall only be submitted on the forms attached in Appendix A of this Agreement (i.e., Grievance Form, Grievance Review Forms, and Notice of Intent to Arbitrate). All sections of the appropriate form being submitted must be completed and signed by the Grievant.
- f.) Once a grievance is filed, neither the Grievant nor the Association shall expand upon the original elements and substance of the written Grievance Form.
- g.) Oregon Tech may deny, with leave to refile within the time limits set forth in this Article, a grievance that is not filed in accordance with this Article.
- h.) A grievance may not be presented under this Article which occurred prior to the effective date of this Agreement.
- i.) A grievant, or the Association as the case may be, may withdraw a grievance at any time.
- j.) For all meetings under this Article, the parties shall inform each other at least one (1) day in advance of the meeting as to who will participate in the meeting. A failure to comply with

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this provision shall not act to cancel the meeting but will act to bar attendance by those not disclosed.

- k.) If the matter being grieved relates to an act or omission by the College Dean or Provost, the grievance may be presented at Step Two or Step Three, utilizing the Grievance Form.
- l.) If the matter being grieved relates to an act or omission by the President, the grievance may be presented at Step Three, utilizing the Grievance Form.

Section 4. Presentation of Grievances. *Informal Procedure.* Within fifteen (15) days, the Grievant, or the Association on behalf of the Grievant, shall file the grievance on the Grievance Form, consistent with the requirements of this Article, with the administrator most directly concerned in an attempt to resolve the grievance informally. Upon request of either party, the parties shall meet within ten (10) days of receipt of the Grievance Form. The administrator shall provide a written response to the party filing the grievance within ten (10) days of receiving the Grievance Form or conclusion of the meeting if one occurs.

Formal Procedure. If the grievant chooses not to initiate the informal procedure, above, or the matter is not satisfactorily resolved by the informal procedure, the following formal grievance procedure may be invoked. In no event, however, will a grievance be presented more than forty (40) days after the act, omission, or commencement of the condition on which the grievance is based.

Step 1: College Dean or University Librarian Level. Within forty (40) days, the Grievant, or the Association on behalf of the Grievant, shall file the grievance on the Grievance Form consistent with the requirements of this Article with, as appropriate, the College Dean or University Librarian, or their respective designee.

Upon request of either party, the parties shall meet within ten (10) days of receipt of the Grievance Form. As appropriate, the College Dean or University Librarian, or their respective designee, shall send a decision in writing to the party filing the Grievance Form within ten (10) days of receiving the Grievance Form or conclusion of the meeting if one occurs.

Step 2: Provost's Level. If the Grievant is not satisfied with the decision at Step 1, a request for review may be filed on the Grievance Review Form with the Provost or Provost's designee within ten (10) days of the date of the decision at Step 1.

Upon request of either party, the parties shall meet within ten (10) days of receipt of the Grievance Review Form. The Provost or Provost's designee not hearing the grievance at Step One, shall send a decision in writing to the party filing the Grievance Review Form within ten (10) days of receiving the Grievance Review Form or conclusion of the meeting if one occurs.

Step 3: President's Level. If the Grievant is not satisfied with the decision at Step Two, a request for review may be filed on the Grievance Review Form with the President or President's designee within ten (10) days of the date of the decision at Step Two.

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Upon request of either party, the parties shall meet within ten (10) days of receipt of the Grievance Review Form. The President or President's designee not hearing the grievance at Step One or Two, shall send a decision in writing to the party filing the Grievance Review Form within ten (10) days of receiving the Grievance Review Form or conclusion of the meeting if one occurs.

Section 5. Notice of Intent to Arbitrate. If the Grievant is not satisfied with the decision provided in Step 3, the Association may file a Notice of Intent to Arbitrate form, in Appendix A, with the President or the President's designee and General Counsel within twenty (20) days of the date of the decision at Step 3. The process for arbitration is outlined in Article XVII: Arbitration.

No Grievant may advance a grievance to arbitration unless it is with the approval and participation of the Association.

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