

1 **Tentative Agreement between Portland State University (PSU) and**
2 **Graduate Employees Union (GEU)**
3 **June 25, 2022**

4 **Article 10 - Grievance and Arbitration**

5 **Section 10.1 - Process**

6 10.1.1 - For purposes of the Grievance and Arbitration article of this Agreement, the following
7 definitions shall apply:

8
9 10.1.1.a - A "grievance" is a complaint alleging a violation, misapplication, or
10 misinterpretation of a specific provision(s) of this Agreement.

11
12 10.1.1.b - "Filed" means personal delivery, delivery through the U.S. Mail, or email
13 delivery to official University email. "Respond" means personal delivery, delivery through
14 the U.S. Mail, or email delivery to the sending address. All correspondence about
15 grievance matters will be copied to the University contact as specified in the
16 Communications Article. Best efforts will be made to file grievances with the appropriate
17 Supervisor and with the Director of Academic Employee and Labor Relations (OAA). If a
18 grievance is not filed with the proper administrator, the Union will be permitted an
19 opportunity to cure the defect.

20
21 10.1.1.b.i - For personal delivery, the individual presenting the grievance may
22 request a written receipt from the University or GEU. Delivery of a grievance
23 filed by personal delivery will be considered delivered as of the date on the
24 written receipt or the date on which the grievance was actually received;

25 10.1.1.b.ii - For delivery through the U.S. Mail, the date on which the grievance
26 was postmarked will be considered the date of delivery;

27 10.1.1.b.iii - For Delivery through email, the date and time on which the grievance
28 was sent will be considered the date of delivery

29 10.1.1.b.iv - If the last day of a grievance filing timeline falls on a weekend or
30 other non-business day, such as a holiday, the timeline will be extended to the
31 following business day.

32
33 **Section 10.2 - General Provisions**

34 10.2.1 - A grievant has the right of self-representation at any step in the grievance procedure
35 and/or may be accompanied or represented by a GEU representative. Only the GEU may
36 advance a grievance to arbitration.

37
38 10.2.2 - All correspondence regarding the grievance will be in writing, excluding Section 3 -
39 Informal Step. All grievances will include the following information at the time of the filing of the
40 grievance:

41
42 10.2.2.a - Name of the grievant and GEU Representative, if applicable;

43 10.2.2.b - Contact information;

44 10.2.2.c - Department/Hiring Unit;

45 10.2.2.d - Position held by the grievant;

46 10.2.2.e - The grievant's supervisor's name;

- 1 10.2.2.f - The date of the violation;
- 2 10.2.2.g - The specific Article(s) and Section(s) of the Agreement which are alleged to
- 3 have been violated;
- 4 10.2.2.h - A description of the violation including pertinent facts;
- 5 10.2.2.i - The remedy requested; and
- 6 10.2.2.j - The signature of the grievant and/or the designated GEU Representative.

7
8 10.2.3 - Time limits for the Grievance and Arbitration procedure are understood as follows:

9
10 10.2.3.a - For GEU: Failure to elevate the grievance within the timelines allotted will

11 render the grievance constructively abandoned and not subject to further processing

12 under this procedure.

13 10.2.3.b - For the University: Failure to respond to a grievance at any step in the

14 procedure within the appropriate time period will render the grievance automatically

15 denied. The grievant may elevate the grievance to the next level.

16 10.2.3.c - Failure to file a written grievance within twenty-five (25) working days of the

17 date on which the grievant knew or should have known of the alleged violation, shall

18 constitute a waiver of the grievance.

19 10.2.3.d - The Parties can mutually agree to extend timelines. Agreements to extend

20 timelines must be in writing (email is acceptable).

21
22 10.2.4 - A grievant may have a GEU representative present at any step of the grievance

23 procedure.

24
25 10.2.5 - Grievance meetings will be conducted at mutually agreeable times and will be

26 considered work time for the grievant(s) and Union representative.

27
28 10.2.6 - No grievance documents shall reside in the employee's official personnel file.

29
30 10.2.7 - Grievance or references thereto shall not be included in the employee evaluation.

31
32 10.2.8 - A grievance may be filed by a GA or GEU representative.

33
34 10.2.9 - Grievances shall not include complaints related to matters of academic judgment.

35 **Section 10.3 - Informal Step - Attempt to Resolve**

36 The Parties agree that it is mutually desired that whenever possible grievances be resolved

37 informally at the lowest step. Prior to filing a formal grievance and within fifteen (15) working

38 days of the employee's knowledge of the dispute, the grievant and/or their Union representative

39 may discuss the matter with the GA's supervisor, or a different appropriate administrator. If no

40 resolution can be agreed upon, the grievant may begin the formal grievance process.

41
42 In the event, the parties (GEU or PSU) recommend utilizing the informal process, they

43 will notify the other party, in writing, of their intent to engage in the informal process. Timelines

44 will be held in abeyance during the informal resolution process (15 working days).

1 **Section 10.4 - Formal Steps**
2

3 **10.4.1 - Step One**

4 If the grievance has not been resolved at the informal step, the grievant will, within twenty-five
5 (25) working days of the employee's knowledge of the dispute, reduce the grievance to writing
6 and elevate to the relevant Department Chair or Chair equivalent and in the case of a non-
7 academic unit, the second-level supervisor. The relevant Department Chair, Chair equivalent, or
8 second-level supervisor may call a meeting to discuss the grievance and will respond within ten
9 (10) working days of the delivery of such grievance or five (5) working days of the scheduled
10 meeting should a meeting occur.
11

12 **10.4.2 - Step Two**

13 If the grievance cannot be resolved at Step 1, the grievant will, within ten (10) working days of
14 the Step 1 response, elevate the grievance to the relevant Dean/designee or in the case of a
15 non-academic unit, the relevant Director or Department Head. The relevant Dean/designee, or
16 in the case of a non-academic unit the relevant Director or Department Head, may call a
17 meeting to discuss the grievance. The relevant Dean/designee, or in the case of a non-
18 academic unit the relevant Director or Department Head, will respond within ten (10) working
19 days of the delivery of such grievance or five (5) working days of the scheduled meeting should
20 a meeting occur.
21

22 **10.4.3 - Step Three**

23 If the grievance cannot be resolved at Step 2, the grievant will, within ten (10) working days of
24 the Step 2 response, elevate the grievance to the relevant Vice President or designee. The
25 relevant Vice President or designee may call a meeting to discuss the grievance. The relevant
26 Vice President or designee will respond within ten (10) working days of the delivery of such
27 grievance or five (5) working days of the scheduled meeting should a meeting occur.
28

29 **NEW 10.4.4 - Resolution**

30 When a grievance is resolved at any step prior to arbitration, the resolution shall be reduced to
31 writing, and signed by all parties.
32

33 **NEW 10.4.5**

34 The parties may, by mutual agreement, initiate a grievance at a step above step one. In no case
35 shall the same administrator hear the grievance at more than one step.
36

37 **10.4.6 - Arbitration**

38 If the grievance remains unresolved after Step 3, the Union may notify the University, within
39 twenty (20) working days that the grievance will proceed to arbitration.
40

41 10.4.6a - The filing Party shall request a list of seven (7) potential arbitrators from the
42 Oregon Employment Relations Board. Within fifteen (15) working days of receipt of the
43 list of names, the Parties shall alternately strike names until one (1) name remains. The
44 final name shall be that of the arbitrator who shall hear the grievance. The Party making
45 the first strike will be determined by a coin toss. Decisions or awards rendered by the
46 arbitrator shall be final and binding upon the Parties. The arbitrator's fees and expenses
47 shall be equally shared between the Parties.
48

49 10.4.6.b - The arbitrator shall first decide the issue to be arbitrated. Second, the
50 arbitrator's jurisdiction shall be decided. If the arbitrator's jurisdiction/arbitrability of the
51 matter is in dispute between the Parties, the arbitrator shall hear the arguments from



1 Parties on the arbitrability question before deciding whether the arbitrator does or does
2 not have jurisdiction to hear the merits of the case. Once the arbitrator has made a
3 decision regarding the arbitrability of the case, that decision shall be announced. Should
4 the arbitrator determine that they have jurisdiction over the matter, the arbitrator may
5 normally proceed with a hearing on the merits of the case. Should the arbitrator
6 determine that they do not have jurisdiction over the matter, the arbitrator shall not hear
7 the matter or make any decision or recommendation regarding the merits of the issue
8 without the mutual agreement of the Parties.
9

10 10.4.6.c - Neither Party shall be obligated to cover the cost of a reporter or transcript.
11 However, if the arbitrator requests that a transcript be made of the hearing, then the
12 costs of the transcript shall be considered a cost of the arbitration.
13

14 10.4.6.d - The arbitrator shall have no authority to add to, subtract from, or modify the
15 terms of the contract. The arbitrator shall refrain from issuing any statement, opinion, or
16 conclusions not essential to the determination of the issue submitted. The arbitrator shall
17 have no authority to award monetary penalties or damages. The arbitrator shall have the
18 authority to make the bargaining unit member whole but does not have the authority to
19 direct that a bargaining unit member be reappointed, promoted, or awarded
20 employment. The arbitrator shall have no authority to make any decision limiting or
21 interfering in any way with the powers, duties, and responsibilities of the University and
22 the Board that have not been expressly limited by this Agreement.

23 This Tentative Agreement will replace Article 10 in the successor Collective Bargaining
24 Agreement and will become effective upon ratification of the parties' Successor Agreement.

25

<u>For the University</u>	<u>For the Association</u>
<p data-bbox="228 1249 418 1287"> <small>Shelly Chabon (Sep 5, 2022 14:50 PDT)</small></p> <hr data-bbox="228 1291 792 1293"/> <p data-bbox="228 1318 792 1381">Shelly Chabon, Vice Provost for Academic Personnel</p> <p data-bbox="378 1430 639 1432">_____</p> <p data-bbox="477 1451 540 1478">Date</p>	<p data-bbox="857 1249 1047 1287"> <small>Cassandra Croft (Sep 5, 2022 12:17 PDT)</small></p> <hr data-bbox="857 1291 1421 1293"/> <p data-bbox="857 1318 1421 1381">Cassandra Croft, Vice President of Collective Bargaining</p> <p data-bbox="1006 1430 1268 1432">_____</p> <p data-bbox="1105 1451 1169 1478">Date</p>

26


Debra May (Sep 2, 2022 15:46 PDT)











Article 10 - TA final for signature

Final Audit Report

2022-09-05

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-  Document created by Debra Mayo-Kelley (mayok@pdx.edu)
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