

**ARTICLE 32
GRIEVANCE PROCEDURE**

A. GENERAL PROVISIONS

1. Definition of a Grievance

- a. A grievance is a formal written claim filed by an individual Unit 18 faculty member, a group of Unit 18 faculty, or the UC-AFT alleging certain article(s) of this Agreement has (have) been violated by the University during the term of this Agreement.
- b. Group grievances are defined as, and limited to, those grievances which cover more than one Unit 18 faculty, and which involve the same circumstances and facts for the grievance involved.
- c. Union grievances are grievances filed by UC-AFT on behalf of an individual Unit 18 faculty member, on behalf of a group of Unit 18 faculty, or on behalf of itself.
- d. Consolidated Grievances are grievances of two or more Unit 18 faculty, as well as multiple grievances by or related to the same Unit 18 faculty or which relate to the same incident, issue, or course of conduct, which have been consolidated for purposes of this article, by mutual agreement of the University and the UC-AFT.

2. Standing

- a. Except as otherwise provided in this Agreement, a grievance may be filed by a Unit 18 faculty member, group of Unit 18 faculty, or the Union. The University may not bring a grievance through this procedure.
- b. Unit 18 faculty who voluntarily terminate their employment, including, but not limited to, retirement from the University, shall have their pending grievances immediately withdrawn and will not benefit by any subsequent settlement or disposition of any individual or group grievance.

3. Non-Business Days

Deadlines which fall on days that are not business days at the campus at which the grievance or appeal is filed will be automatically extended to the next business day.

4. Filing Deadline

Any grievance which is filed out of compliance with the time limits provided in this Article is considered withdrawn by the grievant and/or the Union, as applicable.

5. No University Response

If a University official fails to meet a deadline, the grievant may move the grievance to the next step in the process.

6. Extensions of Time Limits

Time limits set forth in this Article may be extended only by written agreement between the grievant or the grievant's representative, if any, and the University, in advance of the expiration of the time limit.

7. Informal Meetings and Time Limits

Nothing in this Article or Agreement prohibits informal meetings at any step of the grievance procedure upon agreement of the parties. Except by mutual agreement pursuant to A.6. above, such meetings do not extend the timeframes outlined in this Article.

8. Consolidation

Grievances brought by, or related to, two (2) or more Unit 18 faculty, and/or multiple grievances by or related to the same Unit 18 faculty, which concern the same issue(s) may be consolidated for the purposes of this procedure. The time limits described in this Article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances. Consolidated grievances may be severed. A grievance shall be consolidated or severed only by agreement between the grievant or the grievant's representative and the University.

9. Representation

A Unit 18 faculty member shall have the right to be represented at all steps of the Grievance Procedure by the UC-AFT, another representative, or be self-represented, provided the representative is not designated as supervisory, managerial or confidential within the meaning of the Higher Education Employee-Employer Relations Act (HEERA). The grievant shall provide the University written notice of the name and address of their representative, if applicable. The University shall notify the Union of any formal grievances filed in which the Union is not chosen as the representative of the grievant. The grievant's representative may be assisted in grievance meetings by another Unit 18 faculty member or, if applicable, a union representative.

10. Release Time

As professional exempt employees, Unit 18 faculty shall be allowed reasonable flexibility with their time in order to investigate and pursue grievance handling. Reasonable efforts will be made by the University not to call meetings during scheduled class hours of the grievant or the grievant's representative. Time spent by grievants or their representatives outside their normal schedules in University-called meetings shall not be counted as time worked. Unit members will not lose salary as a result of attendance at meetings called by the University pursuant to this Article.

11. Settlement Offers

Settlement offers shall be confidential and inadmissible at subsequent steps. If the union is not involved in representation, the settlement shall become final so long as the adjustment is consistent with the terms of this Agreement and the Union, has been given ten (10) calendar days to file a response.

12. Documents

Except by agreement between the grievant or the grievant's representative and the University, documents and communications that are filed with the University and are related to the processing of a grievance shall be kept separate from the grievant's personnel and review files.

13. Authority of the Designated University Administrator

The Designated University Administrator at each step of the process has the authority to modify the decision of a Designated University Administrator provided at an earlier step of the grievance process.

B. LOCATION AND MANNER OF FILING

1. Location of Filing

Grievances and subsequent appeals shall be filed at the designated email addresses for each UC location at Step 1 and 2 as listed in Appendix A or for the Office of the President at Step 3.

2. Manner of Filing Grievances and Appeals

a. The grievant or the Union may file a written grievance and submit appeals to the designated email addresses for each UC location at

Step 1 and 2 or for the Office of the President at Step 3 at each step of the grievance process.

- b. Grievances and subsequent appeals must be submitted to the designated email address and must include PDFs of all documents, information and signatures necessary to be in compliance with the provisions of the Agreement. The date and time indicated on the University server shall constitute the official date of receipt by email submission. If the registered date on the University server falls outside campus business hours, the following business day shall constitute the official date of receipt.
- c. All subsequent University responses shall be sent via email to the email address designated by the Grievant/Representative on the grievance initiation form.

C. INFORMAL RESOLUTION (OPTIONAL)

1. Within fifteen (15) calendar days after the grievant becomes aware of the issue that may become the subject of a grievance, the Unit 18 faculty member may discuss the issue with their immediate supervisor. However, if a University representative outside the department initiated the incident or action that gave rise to the issue, the grievant may discuss the issue with the Dean, or individual who supervises the person who initiated the action, rather than the immediate supervisor. Informal resolutions, although final, shall not be precedential or inconsistent with this Agreement.
2. Within five (5) calendar days of the informal discussion, the individual with whom the grievant discussed the issue pursuant to C.1., above, shall provide the grievant with an oral response.
3. If the issue is not resolved through informal discussion, or if the grievant does not seek remedy through informal resolution, the Unit 18 faculty member may seek review as set forth in Section D., below.
4. Attempts at informal resolution do not extend time to file at Step 1 unless an extension of the time limit has been agreed to as set forth in Section A.6.

D. STEP 1 – FORMAL GRIEVANCE PROCEDURE

1. Consistent with the provisions of this Agreement, a grievant or the Union may file a written grievance as set forth below.
2. A written grievance must be filed with the campus designated Grievance Officer listed in Appendix A on the grievance form agreed to by the University and the Union.

3. Time limits for initial filing:
 - a. Unless otherwise specified elsewhere in this Agreement, grievances must be filed within thirty (30) calendar days from the date on which the Unit 18 faculty member or the Union knew or could have been expected to know of the event or action which gave rise to the grievance, or, in the case of separation, within thirty (30) calendar days after the date of the Unit 18 faculty member's separation from University employment, whichever occurs first.

4. A valid grievance must contain the following information:
 - a. The specific article or section of the Agreement alleged to have been violated;
 - b. The date(s) and nature of the action grieved and how it violated the above described provision of the Agreement;
 - c. The name(s) of the affected Unit 18 faculty;
 - d. The adverse effects of the alleged violation on the Unit 18 faculty and/or the Union; and
 - e. The remedy requested.

5. If the University determines a grievance is procedurally ineligible for processing as written, the University shall inform the Union of the procedural deficiencies and provide seven (7) calendar days to permit the Union to resubmit the grievance.
 - 1.

6. If the University determines such grievance ineligible for processing after it has been resubmitted, the Union may file a grievance over the University's decision, in accordance with the provisions of this Article.
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7. Within thirty (30) calendar days of receiving the written grievance, the University shall schedule and conduct a Step 1 meeting between the grievant and their representative, if any, and the designated campus representative.

8. The University shall provide a written response at the review or within fifteen (15) calendar days of the review. Resolution at this step, although final, shall not be precedential or inconsistent with this Agreement.

9. If the grievance is not resolved, the grievant may seek further review in the manner described below in Section E.

10. Step 1, except for the written filing of the grievance in accordance with Section D. 1. b) and c) may be waived by agreement of the parties.

E. STEP 2

1. If the grievance has not been resolved at Step 1, the grievant or the grievant's representative may submit a written request to the campus designated grievance officer for a Step 2 review. Such request must be made within fifteen (15) calendar days from the date of the University's written response at Step 1, or if no University answer was issued, within fifteen (15) calendar days from the date the Step 1 response was due.
2. If either the grievant or the grievant's representative or the grievance officer requests a meeting to discuss the merits of the grievance, one shall be conducted within fifteen (15) calendar days of the request for the Step 2 review. If a meeting occurs, the grievant and/or the grievant's representative shall be present. Also, the grievant or the grievant's representative shall be able to bring people to the meeting who have information to present about the grievance. With the agreement of the parties, each party may bring an observer(s) to the meeting. Such requests regarding an observer(s) shall not be unreasonably denied.
3. If the Union discovers information or the University produces information after the filing of the original grievance and that information gives rise to additional article(s) or section(s) alleged to have been violated, the Union may amend the pending grievance to allege violation of such specific article(s) and section(s) as soon as practicable, but in no case any later than at the time the parties hold the Step 2 meeting. If the Union submits an amendment to the Step 2 appeal, they must file the amended appeal in writing on the grievance form at the Step 2 meeting. Such amendment shall automatically extend the University's time to issue the Step 2 decision by an additional fifteen (15) calendar days. Contract violations not alleged in the Step 2 meeting are not subsequently admissible or arbitrable.
4. A campus administrator with the authority to modify the decision of the University representative at the previous step shall participate in the meetings and University response on appealed grievances.
5. Notice to the grievant of the University's Step 2 decision will be as set forth below.
 - a. For grievances where the Union represents the grievant:
 - 1) If no Step 2 meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within fifteen (15) calendar days following the

date of receipt of the request for a Step 2 review.

- 2) If a meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within fifteen (15) calendar days following the meeting or thirty (30) calendar days if the Union files an amended Step 2, in accordance with Section E.3. above.
- b. The University's decision shall become final within forty-five (45) calendar days following the issuance of the Step 2 decision, unless within that time, the Union has appealed the decision to Step 3.
- c. For grievances where the Union does not represent the grievant:
- 3) If no Step 2 meeting is requested, the University shall transmit a copy of the grievance and proposed resolution to the Union within fifteen (15) calendar days following the date of receipt of a request for a Step 2 review. The University decision shall address the issues raised in the written grievance, and shall present the facts known to the University related to the issues alleged in the grievance. If the Union requested a Step 2 meeting, the University shall transmit a copy of the grievance and proposed resolution to the Union within fifteen (15) calendar days following the meeting.
 - 4) The Union shall be given ten (10) calendar days from the date of issuance of such copy to comment in writing on the proposed resolution.
 - 5) The University shall not implement the proposed resolution of the grievance until timely receipt and review of the Union's written comments, if any.
 - 6) Following receipt of the Union's comments or ten (10) calendar days from date of issuance, whichever occurs first, the University will issue its decision to the grievant and/or the grievant's representative and will transmit a copy to the Union.
 - 7) The decision of the University shall become final, so long as the decision is not inconsistent with the terms of this Agreement, within forty-five (45) calendar days of the issuance of the decision to the grievant and/or the grievant's representative, unless within that time, the Union has appealed the decision to Step 3.

F. STEP 3 – APPEAL TO OFFICE OF THE PRESIDENT

1. Grievances that are not satisfactorily resolved at Step 2 may be appealed to Step 3. The appeal must be filed with the Executive Director of Labor Relations Operations in the Office of the President within fifteen (15) calendar days of the date the University's Step 2 written decision was issued or, if no University answer was issued, within fifteen (15) calendar days of the date the Step 2 decision was due.
 - a. The Step 3 appeal shall identify all unresolved issues, alleged violations, and remedies, and shall be signed and dated by the grievant or their representative.
 - b. The subject of the grievance as stated at Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
2. The Labor Relations office in the Office of the President shall issue the University's written decision to a Step 3 appeal within thirty (30) calendar days of the receipt of the appeal. Where a grievance has been filed by the Union, the Union shall review the University's Step 3 response and shall notify the University if it has determined that the University's step 3 response satisfactorily resolves the grievance.
3. The decision will be issued to the grievant when self-represented, or to their representative. A copy of the decision will be sent to the Union.

G. APPEALS TO ARBITRATION

The Union shall submit appeals to the Office of Labor Relations at the Office of the President within forty-five (45) calendar days of the issuance of the University's Step 3 answer, or when the Step 3 answer was due. If the Union fails to file a timely appeal, the grievance shall be considered resolved on the basis of the University's final response.