ARTICLE 22
GRIEVANCE PROCEDURE

1. A grievance is defined as a dispute involving the interpretation or application of an express written provision of this Agreement during the term of this Agreement.

2. The UNION shall have the right to use the Grievance Procedure. Grievances of two or more employees may be included in one review if agreed to by both parties. All grievances from use the Grievance Procedure. A Union representative may be present at all steps of all grievance procedure. For purposes of this Article, all days shall be calendar days.

   Any employee or group of employees may at any time, either individually or through a representative of their own choosing, other than a University of California employee who is supervisory, managerial or confidential, present grievances to the employer and have such grievances adjusted, without the intervention of the exclusive representative; provided, the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of a written memorandum then in effect. The employer shall not agree to resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

3. Step 1. Informal Review: As soon as practicable, the employee or UNION representative shall discuss the issue with the immediate supervisor. All parties shall informally attempt a final resolution of the issue. Informal resolutions, although final, shall not be precedent-setting under this Agreement. Settlement offers made in the informal process shall not be used against a party in subsequent steps and shall not be admissible as evidence at arbitration. If the issue is not resolved through informal discussion with the immediate supervisor the employee may proceed to the next step of the Grievance Procedure.

4. Step 2. Formal Review: The grievant or UNION representative who wishes to file a formal grievance must do so in writing on a grievance form provided by the UNIVERSITY. All grievances shall be filed with the University’s Labor Relations or Labor and Employee Relations office within thirty (30) days from the event or issue being grieved. The UNIVERSITY must receive the written grievance within thirty (30) days after the employee or the UNION knew, or could be expected to have known, of the event or issue which gave rise to the grievance. Time limits will be extended if agreed upon in writing by the CAMPUS or LABORATORY offices and the UNION. Attempts at informal resolution do not extend time limits unless a written exception is granted in advance by the designated CAMPUS or LABORATORY official.

   Grievances which involve discipline resulting in a loss of pay for the employee or dismissal may be introduced at Step 2 of this procedure.

   Formal grievances must set forth:

   a. the specific section and provision of the Agreement alleged to have been violated;

   b. the action grieved and how it violated the above-mentioned provision;
c. how the employee was adversely affected; and

d. the remedy requested.

5. **Step 3. CAMPUS or LABORATORY Review:** Within fifteen (15) days of the receipt of any written grievance, the CAMPUS or LABORATORY shall meet with the Union and the grievant. The grievant may have one spokesperson serving as the grievant's representative during the grievance process.

   Decision. The CAMPUS or LABORATORY shall render a written decision within fifteen (15) days following the Step 3 meeting. A copy of the decision will be mailed to the employee and the UNION. The decision of the CAMPUS or LABORATORY becomes final twenty-one (21) days after the mailing of the decision to the UNION, unless the designated CAMPUS or LABORATORY official receives a written request for arbitration or referral to the Joint Conference Board prior to that time. Proof of Service must accompany the two mailings. Such decisions shall not set any precedent under this Agreement.

6. Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits. Deadlines which fall on a non-CAMPUS or LABORATORY business day will automatically be extended to the next business day. If a grievance is not appealed to the subsequent step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered settled on the basis of the last CAMPUS or LABORATORY response. If the time limit is exceeded by the University, the Union may appeal the grievance to the next step of the grievance process.

7. If a meeting is convened by the CAMPUS or LABORATORY to resolve grievances during the scheduled work time of an employee who is a grievant or a representative, and if a request is made twenty-four (24) hours in advance for release time, reasonable release time shall be granted. When such meetings are held outside an employee's scheduled work time no employee release time shall be granted. CAMPUS or LABORATORY employees called as witnesses may be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings scheduled by the CAMPUS or LABORATORY to resolve grievances. Except as provided in Article 4, time spent in investigation and preparation of a grievance shall not be on pay status.