

TENTATIVE AGREEMENT

UC/AFT IX Successor Negotiations
Article 32 - Grievance Procedure
UC Proposal #4
June 15, 2021
Page 1 of 9

For UC-AFT



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11/23/2021

For the University



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ARTICLE 32 GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

1. Definition of a Grievance

- a. A grievance is a formal written claim **filed by an individual NSF, a group of Unit 18 Faculty, or the UC-AFT** ~~submitted at Step 1 of this grievance procedure~~ 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, 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 an NSF, **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including, but not limited to, retirement from the University, shall have their pending grievances immediately withdrawn and will not benefit by any subsequent settlement or disposition of any individual or group grievance.**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Any grievance which is filed out of compliance with the time limits provided in this Article is considered withdrawn by the grievant and/or the Union, as applicable.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 ~~NSF Unit 18 Faculty,~~ and/or multiple grievances by or related to the same ~~NSF Unit 18 Faculty,~~ which concern the same issue(s) ~~incident, issue or course of conduct,~~ may be consolidated for the purposes of this procedure, ~~provided that~~ 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

An ~~NSF~~ **Unit 18 Faculty** 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.** ~~by her/himself or by any person of her or his choice other than a University employee who has been 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 her/his~~ **their representative, if applicable.** The University shall notify the Union of any formal grievances filed ~~where~~ **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 ~~NSF~~ **Unit 18 Faculty** or, if applicable, a union representative.

10. Release Time
As professional exempt employees, ~~NSF~~ **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** ~~with the University office and/or officer designated in Appendix A.~~

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** ~~office~~ at each step of the grievance process. ~~using any one of the following methods:~~

~~EMAIL:~~
 - b. ~~When emailed,~~ **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 the 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.**

~~US MAIL:~~

~~When mailed, the initial filing and subsequent appeals must arrive in an envelope with a U.S. Postal Service Postmark. The U.S. Postal Service Postmark will be used to determine the initial filing and subsequent appeals.~~
 - d. ~~HAND DELIVERY:~~
~~The date of hand delivery shall be the date of the stamp or handwritten acknowledgement of receipt as noted by the Labor Relations office. The University shall acknowledge receipt by dating the form, and providing a copy of the dated form to the grievant or his/her representative.~~

C. INFORMAL RESOLUTION (OPTIONAL)

1. Within fifteen (15) calendar days after the grievant becomes aware of the

~~event~~ **issue** that ~~is~~ **may become** the subject of ~~the a~~ grievance, the ~~NSF~~ **Unit 18 Faculty** may discuss the ~~grievance~~ **issue** with ~~her or his~~ **their** immediate supervisor. However, if a University representative outside the department initiated the incident or action that gave rise to the ~~grievance~~ **issue**, the grievant may discuss the ~~grievance~~ **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-grievance~~ **issue** pursuant to C.1., above, shall provide the grievant with an oral response.
3. If the ~~grievance~~ **issue** is not resolved through informal discussion, or if the grievant does not seek remedy through informal resolution, the ~~NSF~~ **Unit 18 Faculty** 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.
 - a. 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.
 - b. Time limits for initial filing:
 - 1) Unless otherwise specified elsewhere in this **Agreement**, grievances must be filed within thirty (30) calendar days from the date on which the ~~NSF~~ **Unit 18 Faculty** 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 ~~NSF~~ **Unit 18 Faculty's** separation from University employment, whichever occurs first.
 - c. A valid grievance must contain the following information:
 - 1) the specific article or section of the **Agreement** alleged to

- have been violated;
- 2) the date(s) and nature of the action grieved and how it violated the above described provision of the **Agreement**;
 - 3) **the name(s) of the affected Unit 18 Faculty**;
 - 4) **the adverse effects of the alleged violation on** how the ~~NSF~~ **Unit 18 Faculty and/or the Union** was adversely affected; and
 - 5) the remedy requested.
- d. 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.
 - e. 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.
2. Within ~~ten (10)~~ **thirty (30)** calendar days of receiving the written grievance, the University shall schedule **and conduct a review Step 1 meeting** between the grievant and ~~her/his~~ **their** representative if any, and the designated campus representative.
 - a. The University shall provide a written response at the review or within ~~ten (10)~~ **fifteen (15)** calendar days of the review. Resolution at this step, although final, shall not be precedential or inconsistent with this **Agreement**.
 - b. If the grievance is not resolved, the grievant may seek further review in the manner described below in Section **E D**.
 3. Step 1, except for the written filing of the grievance in accordance with **Section C.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 ~~may~~ **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 ~~mail~~ 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 D.3. above.

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.

- b. For grievances where the Union does not represent the grievant:
- 1) 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.
 - 2) 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.
 - 3) The University shall not implement the proposed resolution of the grievance until timely receipt and review of the Union's written comments, if any.
 - 4) 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.
 - 5) 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.

E. 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 ~~her/his~~ **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 ~~her/his~~ **their** representative. A copy of the decision will be sent to the Union.

F. **G. APPEALS TO ARBITRATION**

~~If an~~ **The Union shall submit Appeals to Arbitration is not received** by 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.