

ARTICLE 9 – GRIEVANCE

A. Preamble

It is the intention of the University and AFSCME to encourage and facilitate the resolution of alleged violations of this Agreement in an expeditious manner and at the lowest possible level. The parties further agree that no employee shall be subject to reprisal for using or participating in the Grievance Procedure.

B. Definition

A grievance is defined as an alleged violation during the term of the Agreement of an express written provision of this Agreement.

C. Eligibility

A grievance may be filed by an individual employee, a group of employees or by AFSCME on its own behalf or on behalf of an individual employee or groups of employees. The University may not file a grievance under this Article. The University shall have no obligation to consider and an Arbitrator shall have no jurisdiction to hear or decide a formal grievance which is not received in accordance with these procedures and within the time limits.

D. Consolidation of Grievances

At the mutual agreement of the University and AFSCME, grievances may be consolidated for purposes of this Grievance Procedure.

E. Representation

1. An employee grievant shall have the right to be represented at all steps of the Grievance Procedure by not more than two representatives of the employee's choice, including AFSCME, except that such representative shall not be a University employee who has been designated by the University as supervisory, managerial or confidential.
2. Should an employee or a group of employees choose a representative other than an AFSCME representative, the University shall provide AFSCME with a copy of the written grievance, inform AFSCME of the designation of the non-AFSCME representative, and advise AFSCME of any proposed resolution. Proof of service shall accompany such notification. Any comment which AFSCME wishes to make on a proposed resolution must be received in writing by the University before the end of the tenth working day after the date of the notification of AFSCME of a proposed resolution. The University shall not implement the proposed resolution of the grievance until timely receipt and review of any AFSCME comments.

F. Procedure

1. Informal Review

Step 1. As soon as practicable, the grievant should discuss the grievance with his/her immediate supervisor who shall attempt to effect an informal resolution of the matter. If the grievance is not resolved through discussion with the immediate supervisor, the employee may seek additional discussion, as set forth below.

Step 2. The grievant may seek additional discussion with the Superintendent of Lick Observatory (Mount Hamilton), the Building and Utility Manager, the Academic Assistant Dean, or the UC designee, as appropriate, under the same conditions as are provided in Step 1, above.

Status of Informal Resolutions. Informal resolutions, although final, shall not be precedent-setting. Settlement offers proposed at any step by either party shall not be raised by a party in subsequent steps of the Grievance Procedure and shall not be admissible as evidence at arbitration.

Time Limits. Attempts at resolution of the grievance at Step 1 or 2 do not extend the time limits for filing a formal grievance as described below, unless an exception is granted in advance and in writing by the Labor Relations Manager.

2. Formal Review

Step 3. If the grievance is not resolved at an informal step, the grievant may file a formal grievance for a written response by the UC designee, as appropriate. The grievance must be filed in writing on a form mutually agreed upon by the University and AFSCME. The written grievance must be received by the campus Office of Labor Relations within twenty (20) working days of the date on which the grievant or AFSCME knew or could have been expected to have known of the event or circumstance giving rise to the grievance. If the grievance concerns dismissal, the grievance must be filed within ten (10) working days after the issuance of the notification of the dismissal. Grievances involving dismissal may be introduced at Step 3 of this Procedure.

The formal written grievance must include a clear and concise statement of the grievance by indicating: 1) the provision(s) of the Agreement allegedly violated; 2) the action being grieved and the way in which it violated these provisions; 3) the date on which the alleged violation took place; 4) the date on which the grievant and/or AFSCME became aware of the alleged violation; 5) the identification of the grievant(s) who were adversely affected by the alleged violation; and 6) the date as of which AFSCME or the grievant(s) seeks to make any remedy or award effective.

The UC designee, as appropriate, shall render a written decision within ten (10) working days of their receipt of the formal grievance. A copy of this decision will be mailed to the grievant(s) and AFSCME. Proof of Service indicating the date on which the decision was mailed must accompany the decision. Such date of mailing shall be the "date of issuance" of the decision. The decision of the UC designee becomes final on the tenth working day after its issuance unless the grievance is appealed to Step 4, as set forth below. Decisions at this level shall not set precedent.

Step 4. If the written decision does not resolve the grievance, a copy of the grievance shall be submitted by the grievant to the campus Office of Labor Relations within ten (10) working days of the date of issuance of the response by the U.C. designee, as appropriate.

Labor Relations Review. Within ten (10) working days from receipt of the appeal to Step 4 the campus Office of Labor Relations shall complete a review of the grievance. If either the grievant, AFSCME, or the designated management official requests a meeting, one shall be conducted as soon as reasonably possible to discuss the grievance. The grievant must, at this step, present all facts, allegations and evidence relevant to the grievance, which were reasonably known and available at the time.

Decision. The campus Office of Labor Relations shall render a written decision within ten (10) working days following the close of the review. Copies of the decision will be mailed to the grievant(s) and AFSCME. A Proof of Service indicating the date on which the decision was mailed must accompany the decision. Such date of mailing shall be the "date of issuance" of the decision. The decision of the campus Office of Labor Relations becomes final on the fifteenth working day after issuance of the decision unless the designated management official receives a written request for arbitration prior to that date.

G. Extension of Time Limits

The time limits specified in this Article may be extended by mutual agreement of the University and AFSCME, in writing, in advance of the expiration of the time limits. If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of the last University response to the

grievance. If the University does not respond to a grievance within the applicable time limits, the grievance may proceed to the next step in the Grievance Procedure.

H. Pay Status

So long as the request for release time is received in advance, an employee who is a grievant or a representative shall be granted reasonable release time with pay for meetings convened to resolve grievances during the regular work time of the grievant or representative. Such meetings may include: 1) one-on-one meetings between a grievant and a representative concerning a filed grievance, or an alleged violation of this Agreement which is at the informal review and resolution stage of this article; 2) meetings with the University representative to whom written grievances are presented or to whom documents related to filed grievances are presented/signed or with whom time limit agreements are achieved; 3) informal review and resolution meetings held pursuant to this Article. When such meetings are convened outside an employee's scheduled work time, no employee release time shall be granted. University employees called as witnesses shall be released from work with reasonable advance request and shall be granted release time with pay for reasonable time spent in meetings required by this grievance procedure.

It is understood that to the extent possible, the amount of time an employee spends away from his or her assigned duties and workplace in authorized meetings shall be kept to a minimum. Whenever possible, such meeting shall take place during the employee's break or meal period. In the event it is necessary for such meetings to occur during work time prior approval to meet must be obtained by the employee from his/her immediate supervisor who shall take into account operational needs, when considering such requests.