

**ARTICLE 26
GRIEVANCE PROCEDURE**

A. GENERAL PROVISIONS

1. Definition

A grievance is a claim that during the term of this Agreement the University has violated, misapplied, or misinterpreted a specific provision(s) of an article of this Agreement.

2. Scope

An allegation that the University has violated a contractual procedure in Article 4 regarding merit award, promotion, or the award of career status shall be subject to the contractual grievance procedure only to the degree that it identifies a violation that had a material, negative impact on the University's decision regarding merit, promotion or career status.

3. Standing

Except as otherwise provided in this Agreement, a grievance may be brought to the attention of the University by a librarian or by the UC-AFT. The University may not bring a grievance through this procedure.

4. Filing

a. A written grievance must be filed within forty-five (45) calendar days from the date on which the librarian or the UC-AFT knew or could be expected to know of the event or action which gave rise to the grievance, or, in the case of separation, within fifteen (15) calendar days from the date of the separation of the librarian from University employment. Written grievances shall be filed with the campus designated office/officer listed in Appendix B. Grievances that involve systemwide issues may be filed with the Executive Director of Labor Relations at the Office of the President.

b. A grievance or appeal is considered filed on the date it is received by the campus designated grievance office/officer if delivered in person or on the date it is postmarked if delivered by mail.

c. A grievant or the UC-AFT may file a written grievance by facsimile transmission to the campus designated grievance officer. However, for the University to accept the facsimile filing as timely, the University must receive an original signed hard copy of the grievance within five (5) business days of the facsimile transmittal. If the date and time on the facsimile transmission falls outside the campus' business hours, the following business day shall constitute the official date of receipt.

5. Consolidation

- a. Grievances brought by, or related to, two (2) or more librarians, and multiple grievances by or related to the same librarian, which concern the same 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.
- b. Consolidation shall occur only by agreement of all parties. Consolidated grievances may be severed. Severance of a grievance shall occur only by agreement between the grievant(s) or the grievant's representative(s) and the University.

6. Representation

- a. A librarian shall have the right to be represented at all steps of the Grievance Procedure by him/herself or by any one (1) person of the librarian's choice other than a University employee who has been designated as managerial, supervisory or confidential within the meaning of the Higher Education Employer-Employee Relations Act.
- b. When a librarian is represented by the UC-AFT, that representative may be assisted in meetings by one (1) other librarian and one (1) member of the UC-AFT staff. The grievant shall provide written notice of the name and address of his/her representative to the University.
- c. Where the UC-AFT is not chosen as the representative, the University shall notify the UC-AFT within ten (10) calendar days of its filing. With the consent of the grievant, the UC-AFT shall be sent a copy of the written grievance.

7. Settlements

- a. Settlement offers shall be confidential and inadmissible at subsequent steps.
- b. Settlement agreements shall be in writing and shall become effective in the following ways:
 - 1) If the grievant is represented by the UC-AFT, the settlement shall become final with the signatures of the parties.
 - 2) If a settlement is proposed for a written grievance and the UC-AFT is not representing the grievant, the UC-AFT shall be notified and have fifteen (15) calendar days from the date of mailing of the proposed settlement to comment. The settlement shall become final after consideration of the UC-AFT's comments, if any, with the signatures of the parties. The terms of the settlement shall not

be inconsistent with this Agreement.

8. 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 files.

9. Time Limits

- a. Deadlines which fall on days which are not business days at the campus at which the grievance is filed will be automatically extended to the next business day.
- b. If a University official fails to meet a deadline, the grievant may move the grievance to the next step in the process. If the grievant or the UC-AFT fails to meet a deadline, the grievance will be considered resolved on the basis of the last University response.
- c. Any time limit herein may be extended by mutual agreement of the parties in advance of the expiration of that time limit. Such extension shall be confirmed in writing.
- d. The parties agree to extend a time limit accordingly in the event that untimely mail delivery at any step of this procedure prevents the addressee from responding in a timely manner.
- e. Written communications from the University as required in this Article will be accompanied by a Proof of Service, which will be completed by the person mailing or personally delivering the document. The date of the Proof of Service will establish the beginning of the time limit as set forth in this Article.

10. Pay Status

- a. Whenever a grievant or a grievant's representative who is a librarian attends a meeting to consider a grievance, and that meeting takes place at the University's request during the scheduled worktime of the librarian(s), then reasonable release time shall be granted to the grievant and/or the grievant's representative, provided that each such librarian has arranged his/her absence in advance and the work needs of the library do not require the librarian's presence during the time in question.
- b. Professional, exempt librarians shall be allowed reasonable time to investigate and pursue grievances.
- c. Any other time spent by grievants or their representatives in meetings relating to grievances, and all other time spent in investigation and

preparation of a grievance, shall not be on pay status.

B. STEP 1. INFORMAL RESOLUTION

1. As soon as practicable, the librarian shall discuss the grievance with his or her supervisor or designated campus official, when appropriate.
2. A UC-AFT representative shall discuss with a designated campus official a matter which may become a union grievance in an attempt to resolve the matter.
3. Informal resolutions, although final, shall not be precedential under this Agreement.
4. An oral response shall be given in the course of the informal discussion or within ten (10) calendar days following the informal discussion.
5. If the complaint is not resolved through this informal discussion, the librarian or the UC-AFT may file a written grievance at Step 2.
6. Attempts at informal resolution do not extend the forty-five (45) calendar day time limit to file a written grievance at Step 2 unless an extension of the time limit has been agreed to as set forth in Section A.9.
7. Step 1 may be waived by written agreement between the grievant or the grievant's representative and the University. The University will respond to a request for a waiver within five (5) calendar days.

C. STEP 2. WRITTEN GRIEVANCE

1. A grievant who has completed or waived Step 1 of this procedure may file a written grievance as set forth below:
 - a. A written grievance must be filed with the campus designated grievance office/officer listed in Appendix B on the grievance form provided by the University within forty-five (45) calendar days from the date on which the librarian or the UC-AFT knew or could be expected to know of the event or action which gave rise to the grievance, or, in the case of separation, within fifteen (15) calendar days from the date of separation of the librarian from University employment. Any grievance which is filed out of compliance with these time limits is considered withdrawn by the grievant and/or the UC-AFT, as applicable. Attempts at informal resolution (Step 1) do not extend these time limits, unless an extension has been agreed to as set forth in Section A.9.
 - b. The written grievance must contain the following information:
 - 1) the specific Article(s) and Section(s) of the Agreement alleged to have been violated, misapplied, or misinterpreted;

- 2) the date(s) and nature of the action grieved and how it violated the above-described provision(s) of the Agreement;
 - 3) how the grievant was adversely affected; and
 - 4) the remedy requested.
2. Within thirty (30) calendar days of receipt of the written grievance, the University shall convene a meeting of the parties in an attempt to resolve the grievance.
3. The University shall respond in writing within fifteen (15) calendar days after the meeting. Resolutions at this step, although final, shall not be precedential under this Agreement.
4. Settlements shall be implemented in accordance with the provisions of A.7. above.
5. If the grievance is not resolved, the grievant may seek further review in the manner described below at Step 3.
6. Step 2, except for the filing of the written grievance in accordance with Section C.1.a. and b., may be waived by agreement of the parties.

D. STEP 3. APPEAL

1. If the grievance has not been resolved at Step 2, the grievant or the grievant's representative may file a written appeal to Step 3 with the campus designated grievance office/officer. The appeal must be filed within fifteen (15) calendar days from the date of mailing of the response at Step 2. If the University fails to convene a Step 2 meeting in accordance with C.2. above, the appeal must be filed within fifteen (15) calendar days of the expiration of the C.2. deadline. The appeal must state whether or not a meeting is requested.
2. The grievant and/or the grievant's representative and the University must present all known evidence and contentions relevant to the grievance at Step 3.
3. If the grievant or the grievant's representative or the campus designated grievance officer requests a meeting to discuss the merits of the grievance, one shall be conducted within fifteen (15) calendar days following receipt of the appeal to Step 3. The grievant or the grievant's representative shall be able to bring individuals to the meeting who have information to present about the grievance.
4. Settlements shall be implemented in accordance with the provisions of A.7. above.
5. Notification of the University's final decision will be as set forth below.
 - a. For grievances where the UC-AFT represents the grievant:

- 1) If no Step 3 meeting has been requested, the University shall mail the written decision to the grievant and the grievant's representative within fifteen (15) calendar days following the date of filing of the appeal to Step 3. If a meeting has been requested, the University shall mail the written decision to the grievant and the grievant's representative within fifteen (15) calendar days following the meeting.
 - 2) The University's decision shall become final within forty-five (45) calendar days following the mailing of the decision, unless within that time the UC-AFT has appealed the decision to arbitration.
- b. For grievances where the UC-AFT does not represent the grievant:
- 1) If no Step 3 meeting has been requested, the University shall mail a copy of the grievance and decision to the grievant, the grievant's representative, and the UC-AFT within fifteen (15) calendar days following the date of filing of the appeal to Step 3. If a meeting has been requested, the University shall mail a copy of the grievance and decision to the grievant, the grievant's representative, and the UC-AFT within fifteen (15) calendar days following the meeting.
 - 2) The University's decision shall become final within forty-five (45) calendar days following the mailing of the decision, unless within that time the UC-AFT has appealed the decision to arbitration.

E. SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE

The UC-AFT agrees that a librarian covered by this Agreement may elect to substitute a University Sexual Harassment Complaint Resolution Procedure for Step 1. Informal Resolution described in this Article, provided that at the grievant's request a UC-AFT representative may be present at the meeting on behalf of the grievant.

F. ACCESS TO GRIEVANCE PROCEDURE

The procedures described in this Article shall be the sole and exclusive means of resolving grievances related to this Agreement except as described below:

- a. Sexual Harassment Complaint Resolution Procedure (see Section E. above); and
 - b. The appeal procedure in Article 19, Temporary Appointees
 - c. For complaints alleging that an administrative act violates one or more section(s) of Article 5 (Appointment) and/or Article 6 (Definition), Librarians covered by this Agreement must use the Alternative Dispute Resolution Process in Article 28.
2. If a librarian alleges an administrative act violates one or more sections of Article

5 and/or Article 6, and files a grievance alleging violations of grievable contract provisions, the complaint(s) alleging violations of Articles 5 and/or 6 will only be processed under the Alternate Dispute Resolution Process in Article 28. The grievance alleging violation of grievable contract provisions will be processed in accordance with the provisions of this Article 26 (Grievance Procedure).