

Article 24

GRIEVANCE PROCEDURE

A. TERMS

1. A grievance is defined as an alleged violation of an express written provision of this Agreement during the term of this Agreement.
2. An individual employee or the Union shall have the right to use the Grievance Procedure. A grievance must be submitted in accordance with the procedure set forth below, except that Union grievances, and grievances filed as a result of a suspension without pay or a discharge, are filed directly at Step 3.
3. The University shall not have the right to file a grievance.
4. Grievances of two (2) or more employees, or grievances from one (1) employee which relate to the same incident, facts, issue or course of conduct, may be joined by mutual consent for purposes of review at any step of this procedure.

B. PROCEDURE

1. Step 1: Informal Review

- a. Employee Responsibility - As soon as practicable, the aggrieved employee shall discuss the grievance with his/her immediate supervisor. All parties shall informally attempt a resolution of the matter. If the grievance is not resolved through informal discussion with the immediate supervisor, the aggrieved employee may file a formal grievance as set forth below.
- b. Informal resolutions, although final, shall not be precedent setting. Settlement offers made in the informal process shall not be introduced against a party in subsequent steps. Attempts at informal resolution do not extend time limits unless a written request for exception is granted by the Personnel Department in writing in advance.

2. Step 2: Formal Review

- a. Employee Responsibility - If the grievance is not resolved at Step 1 of this procedure, the grievance shall be reduced to writing on a form agreed to by parties (See Step 3) and shall be submitted to the Berkeley Campus Personnel Office promptly, but in no event later than fifteen (15) work days after the employee knew or should have known of the event or action which gave rise to the grievance.
- b. The grievance shall be dated and signed by the grievant and shall set forth:
 1. the specific articles, sections, and provisions of the Agreement alleged to have been violated;
 2. the action grieved and how it violated the above-mentioned provisions;

3. how the employee was adversely affected;
4. the remedy requested;
5. the name of the employee's designated representative, if any;
6. the date of the occurrence of the alleged violation, and the date the employee had knowledge of the alleged violations; and,
7. the date the aggrieved employee discussed the alleged violation with his/her supervisor.

The University shall have no obligation to process a grievance which omits the information in b.1), 2), 6), or 7) above.

- c. At the time a properly filed grievance is received it shall be dated and a copy returned to the grievant. The employee's representative, if any, shall also be provided with a copy. The Union shall also be provided a copy.
- d. Upon receipt of the written grievance by the University, the parties shall within ten(10) work days set a place and time for a discussion of the grievance between the grievant and the University designee at the employee's location. The intent of this meeting is to attempt to resolve the grievance, and to provide the University with facts and contentions of the grievance so that the University can respond to the formal grievance in writing. Within ten (10) work days after the meeting is held, the employee will be sent notification in writing, of the University's decision.

3. Step 3: University Review

- a. Grievances may be submitted to Step 3 when:
 1. an employee grievance is not resolved, or written answer is not sent, within ten (10) work days after the Step 2 meeting;
 2. the Union is filing a grievance; or
 3. the grievance is the result of a suspension without pay or a discharge.
- b. All such grievances must be received by the Berkeley Campus Personnel Office within ten (10) work days after the grievant knew or should have known of the facts qualifying for a Step 3 grievance.
- c. Grievances which are initiated at Step 3 shall be reduced to writing on a form agreed to by the parties. The grievance shall be dated and signed by the grievant and shall set forth the information listed in Step 2, Article 24.B.2.b.
- d. Upon receipt of the written grievance by the University, a University Review Committee shall be convened to meet with the grievant and his or her representative, if any, to review the grievance, and to attempt to reach a resolution of the grievance. Within ten (10) work days after receipt of the step 3 grievance, the parties shall set a time and place for the University Review Committee Meeting. This is the last step for the grievant or his/her representative to present known facts or information which supports the grievant's contentions.

- e. The University Review Committee shall consider all information presented in the meeting, and must respond to the grievant in writing within ten (10) work days of the conclusion of the meeting. The decision becomes final on the twenty-first (21st) work day after the date of issuance, unless a timely request for arbitration is received from the Union on or before the twentieth (20th) work day. A copy of the decision will be mailed to the employee's representative and to the Union.

C. EMPLOYEE REPRESENTATION

An employee shall have the right to be represented at all steps of the Grievance Procedure by the Union, or any other one (1) person of the employee's choice other than a University of California employee who is supervisory, managerial, or confidential. No resolution of a formal grievance shall be final without providing the Union an opportunity for input.

D. TIME LIMITS

1. Time limits may be extended by mutual agreement of the parties to the grievance, in writing in advance of the expiration of the time limits. Deadlines which fall on a University non-business day will automatically be extended to the next business day.
2. If a grievance is not appealed to the subsequent step of the procedure within applicable time limits, and a written request for extension has not been agreed to in advance, the grievance will be considered settled on the basis of the last University written response.

E. PAY STATUS

Upon advance request, a grievant, a grievant's representative and witnesses who are University employees, shall be granted release time to attend meetings convened by the University to consider the grievance if such meetings occur during their regularly scheduled hours of work. Such release time will be considered time worked. Time spent in investigation and preparation for the Grievance Procedure shall not be on pay status.

F. PRECEDENT

1. A grievance which has been submitted may be withdrawn at any step of the Grievance Procedure without prejudice to the position the Union may take in other grievances, unless the parties otherwise agree.
2. Neither settlements, nor withdrawals, set precedent for future grievances and facts concerning withdrawals or settlements cannot be used as evidence in future grievances, unless the parties otherwise agree.