

## **ARTICLE 24 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 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. Time Limits and General Procedures

- a. Failure to Adhere to Procedures and Requirements. Any grievance or appeal which is not received within the time limits established by this Article and/or which does not comply with the procedures and requirements of this Article shall be considered waived and withdrawn by the employee and/or union.
- b. Non-Business Days: Deadlines which fall on a day which is not a campus business day will automatically be extended to the next campus business day.
- c. Extension of Time Limits: The parties may mutually agree in writing to extend the time limits in any step of the Grievance Procedure. Such written extension by mutual agreement must be accomplished in advance of the expiration of the time limit being waived. The parties agree to extend a time limit accordingly in the event that untimely delivery at any step of this procedure prevents the addressee from responding in a timely manner or would result in a filing being considered untimely.
- d. Waiver of Time Limits and Grievance Steps: Each of the steps in the Grievance Procedure, as well as the time limits prescribed at each step of the Grievance Procedure, may be waived by mutual agreement of the

parties. Such waiver must be confirmed in writing by the representatives of the respective parties.

- e. Remand to Previous Step: Where appropriate, the parties at any step of the Grievance Procedure may, upon mutual agreement, remand the grievance to a previous step for resolution.
- f. Grievances Not Appealed: Grievances not appealed within the designated time limits in any step of the Grievance Procedure will be considered resolved on the basis of the last University response.
- g. Grievances Not Answered By University: Grievances not answered by the University within the designated time limits of any step of the Grievance Procedure may be appealed to the next step of the Grievance Procedure by giving written notice of the appeal within 15 calendar days of the expiration of the designated time limits to the official/office listed in Appendix B.

## 5. Method of Filing

- a. Generally: All grievances and appeals must be in writing and submitted to the appropriate official/office on the librarian grievance form. Grievances may be hand-delivered to the appropriate official/office or submitted via email – but will not be accepted by U.S. mail or fax, although such grievances will be accepted through fax at UC Berkeley.
- b. Hand-Delivered Grievances: Hand-delivered grievances must be received during the normal business hours of the appropriate office designated to receive the grievance or appeal and are considered filed on the date they are actually received.
- c. Acknowledgment of Hand-Delivered Grievances: Hand-delivered grievances must receive mutual acknowledgment from the person delivering the document(s) by either (1) affixing the date stamp of the receiving office, and each of them retaining one of the stamped document(s); or (2) the person accepting delivery of document(s) signing and dating the document(s), and each of them retaining one of the signed, dated document(s).
- d. Grievances Filed by Email: Emailed grievances must be received by the appropriate official/office designated to receive the grievance or appeal as listed in Appendix B. If the date and time on the electronic transmission falls outside the campus business hours, the following campus business day shall constitute the official date of receipt. If no automatic acknowledgement is received after electronic transmittal, the date of filing shall be the date of the transmission receipt.
- e. Acknowledgement of Grievances Filed by Email: Email addresses designated by the University, and listed in Appendix B, to receive grievance/appeal filings shall acknowledge the filing of a grievance or appeal with a computer-generated automatic email response.

## 6. 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.

## 7. 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) other person affiliated with the UC-AFT. The UC-AFT shall provide written notice of the name and address of the grievant's representative to the University.
- c. Where the UC-AFT is not chosen as the representative, the University shall notify the UC-AFT and send a copy of the written grievance within ten (10) calendar days of its filing.

## 8. 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.

#### 9. 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.

#### 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. INFORMAL RESOLUTION**

1. As soon as practicable, the librarian shall discuss the grievance with his or her supervisor or designated campus official, when appropriate subject to the waiver contained in Section B. 7. below.
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 subject to the waiver contained in Section B.7. below.
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 1.
6. Attempts at informal resolution do not extend the thirty (30) calendar day time limit to file a written grievance at Step 1 unless an extension of the time limit has been agreed to as set forth in Section A.4. above.

7. Informal Resolution 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 1. WRITTEN GRIEVANCE**

1. Consistent with the provisions of this MOU, a grievant or the UC-AFT may file a written grievance as set forth below:
  - a. A written grievance must be filed with the campus designated grievance official/office listed in Appendix B within thirty (30) 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 do not extend these time limits, unless an extension has been agreed to as set forth in Section A.4.c. above.
  - 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 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 Section A.8. above.
5. If the grievance is not resolved, the grievant may seek further review in the manner described below at Step 2.

6. 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 fifteen (15) calendar days. If the University does not respond within fifteen (15) calendar days the grievance shall be moved to Step 2.

#### **D. STEP 2. APPEAL**

1. If the grievance has not been resolved at Step 1, the grievant or the grievant's representative may file a written appeal to move the grievance to Step 2 with the official/office listed in Appendix B. The appeal must be filed within fifteen (15) calendar days from the date of electronic transmission of the Step 1 response.
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 2.
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 2. 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. A written decision shall be issued within fifteen (15) calendar days following the Step 2 meeting, or receipt of the Step 2 appeal if there has been no request for such a meeting.
5. Settlements shall be implemented in accordance with the provisions of Section A.8. above.

#### **E. STEP 3. APPEAL TO OFFICE OF THE PRESIDENT**

1. All grievances that are not satisfactorily resolved at Step 2 may be appealed to Step 3. The appeal must be filed with the Director of Labor Relations at the University of California at the Office of the President as listed in Appendix B within fifteen (15) calendar days of the date the Step 2 written answer was issued or, if no University answer was issued, within fifteen (15) calendar days of the date the University's answer was due.
2. The Step 3 appeal shall identify only unresolved issues, alleged violations and remedies that were raised at the Step 2 and shall be signed and dated by the grievant or their representative.
3. The Director of Labor Relations at the Office of the President shall issue the University's written answer to a Step 3 appeal within thirty (30) calendar days of

the receipt of the appeal. The Step 3 decision will be issued to the grievant when self-represented or to the grievant's representative. If the grievant is not represented by the UC-AFT, a copy of the Step 3 decision shall also be sent to the UC-AFT at the same time. If the Office of the President does not respond within thirty (30) calendar days the UC-AFT may appeal to arbitration.

4. The University's decision shall become final within forty-five (45) calendar days following electronic transmission of the decision, unless within that time the UC-AFT has appealed the decision to arbitration.

#### **F. 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 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.

#### **G. 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:

1. Sexual Harassment Complaint Resolution Procedure (see Section F. above)  
and
2. The appeal procedure in Article 18, Temporary Appointees.