Thank you for consulting with the California Faculty Association concerning your workplace problem and the possibility of seeking a resolution pursuant to the collective bargaining agreement between CFA and CSU. It is our goal to provide you with the most comprehensive information and best advice possible to remedy your problem.

To get started, please make sure you have a copy of the current Collective Bargaining Agreement (available from CFA’s website) and have read Article 10 (or Article 19 for discipline). Additionally, there are a few basics which are critical to your success:

- **It is your responsibility to properly file your grievance (or discipline appeal) with the Administration** and to choose between the two filing tracks available; i.e., contractual or statutory (further discussed below). You will need to choose the track, sign the grievance, file it on time with the appropriate administrator, and provide the necessary information to pursue a resolution to your problem. Upon request, we will provide advice and assistance.

- **Timely filing of your grievance is critical: you must file your grievance within 42 days** of the occurrence giving rise to your grievance or the time when it can reasonably be assumed that you should have known of the problem.

- There are situations in which CFA may choose to assist you by filing a contractual grievance in its own name rather than recommending you act as an individual. Generally speaking, CFA grievances will be used when it appears that the problem in question is shared by a number of faculty, not just you. In such situations, however, you must be prepared to identify yourself as part of the grievance if you want to be assured of benefiting from any successful outcome that may be achieved.

- The collective bargaining agreement provides two basic tracks for the filing and processing of a grievance. Both tracks, the contractual grievance track and the statutory grievance track, can lead to binding arbitration by a neutral third party. (Bargaining Unit employees who have worked in the CSU for less than one semester or quarter are limited to the contractual grievance track.)
If your grievance does not involve a specific violation of the CFA contract, but you were wronged in other ways in the workplace, it is strongly recommended that you choose the **statutory track**. It is highly unlikely that CFA would elect to arbitrate such a case if filed as a contractual grievance, or that an arbitrator would sustain your grievance absent a clear contractual violation.

If your grievance does involve a specific violation of the contract, you should choose the track you believe will be most likely to produce the best outcome for your case.

You must choose the track for your grievance upon initial filing or the matter will automatically be processed as a contractual grievance.

In some ways the two tracks are similar. In other ways they are different.

<table>
<thead>
<tr>
<th>Similarities</th>
<th>Differences</th>
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<tr>
<td>Both grievance tracks:</td>
<td>Only the statutory track provides for a Faculty Hearing Committee to review the grievance.</td>
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<tr>
<td>✓ use the same definition of grievance: <em>an allegation that the employee was directly wronged in connection with the rights accruing to his or her job classification, benefits, working conditions, appointment, reappointment, tenure, promotion, reassignment, or the like.</em></td>
<td>✓ arbitration is allowed under the statutory track only when issues were resolved in favor of the grievant by a Faculty Hearing Committee, but were subsequently rejected by the campus President.</td>
</tr>
<tr>
<td>✓ use the same form (included here) for filing purposes.</td>
<td>✓ arbitration is allowed under the contractual track only when CFA agrees to arbitrate the grievance.</td>
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<tr>
<td>✓ provide for an initial meeting with Administration to seek resolution of the grievance.</td>
<td>✓ contractual track arbitration awards may be considered precedential in future cases.</td>
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<tr>
<td>✓ provide access under certain circumstances to final and binding arbitration by a third-party neutral.</td>
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An Additional Option at the Arbitration Stage for Temporary Faculty

- If (1) you have a "temporary" contract, and (2) your grievance qualifies for arbitration under either the statutory track or the contractual track, and (3) your grievance involves a violation of Article 12 (often) involving Lecturer cases, you will be able to elect to have the grievance heard before an umpire.

- The traditional arbitration process typically takes longer to complete, but allows for the fullest exploration and adjudication of the problem at hand. Under the Umpire process, your grievance may go to arbitration sooner. However, this process is limited in the amount of time of both the presentation of your case and the deliberation of your arbitrator (Umpire).

Factors to Consider in Choosing Your Grievance Track

**A Statutory Grievance:**

- utilizes a Faculty Hearing Committee composed of full-time faculty to make non-binding recommendations to the campus President.
- does *not* automatically guarantee a final and binding decision by a neutral arbitrator; only grievances sustained by the Hearing Committee and denied by the President are eligible for arbitration.
- may be utilized from start to finish (arbitration) without CFA involvement.
- may *not* be used by employees who have worked less than one semester or one quarter.
- may *not* be used for grievances wherein CFA is the named grievant.
- may involve claims that range far beyond direct contract violations.

**A Contractual Grievance:**

- allows for arbitration only if CFA agrees to arbitrate.
- must be used for grievances wherein CFA is the grievant.
- is available to all unit members.
- will likely focus on contract violations rather than more broadly stated claims.

**The Umpire Process:**

- is restricted to Article 12 appointment, reappointment, range elevation or work assignment grievances filed by temporary faculty.
- must be elected following completion of the Faculty Panel/Presidential decision or Level II step.
■ must be scheduled within 30 days.
■ requires mutual agreement for a hearing to exceed one day (time divided equally between grievant and CSU).
■ requires mutual agreement for post hearing briefs.
■ is not precedential.

Discipline Appeals

Discipline is an action by the administration against a faculty member for alleged improper conduct. Discipline is limited to suspension without pay, demotion, or termination. Discipline appeals are handled differently than the grievance procedure, and we recommend that members work in consultation with CFA advocates in handling discipline appeals.

The disciplinary action procedure in Article 19 of the CBA has accelerated timelines and strong procedural protections such as a Skelly Hearing (a pre-disciplinary hearing) as well as the right to have the proposed sanction held in abeyance for at least 135 days until the facts are adjudicated independently in a full evidentiary hearing. Full evidentiary hearings may take place before an arbitrator, a Faculty Hearing Committee (which may or may not lead to arbitration), or the State Personnel Board as provided in Section 89539 of the Education Code.

Appealing Discipline

When a faculty member receives a notice of disciplinary action from the administration, he or she should contact a CFA representative immediately. CFA will review the materials provided and advise whether or not the sanction is deserved, too severe, or appropriate under the circumstances.

Upon request, CFA represents members through the appeal process unless and until we determine that the sanction is justified under the given circumstances. If CFA decides not to represent the grievant, the faculty member has a right to appeal to CFA’s Representation Committee. Unlike grievances under the CBA, if CFA declines to represent a member, he or she can pursue appeal rights without CFA’s participation.

In discipline appeals the University bears the burden of proof to show "just cause" for the suggested sanctions. They must prove that the complained of conduct occurred and that the punishment is fair.
The Final Stage – Binding Arbitration

Unless withdrawn or resolved, the final stage in the grievance process and most discipline appeals is binding arbitration.

Although the standard of evidence is different in arbitration than in civil courtroom proceedings, the “burden of proof” is on CFA to show that the CSU administration violated, misinterpreted or misapplied the various provisions of the CBA cited to in the grievance.

In discipline appeals the University bears the burden of proof, which must show “just cause” for the suggested sanctions. Arbitrators have contractual authority to rescind or modify proposed sanctions.

Possible Remedies

Sometimes, CFA advocates and grievants are able to settle matters at the campus. More often than not, settlements at the campus level involve a compromise. For example, negative tenure decisions are sometimes settled at the campus level with the provision of an extra year of probation. Or, an inaccurate document will be taken out of the file and replaced with a new document absent the inaccuracies. In exchange for these remedies, CFA withdraws the grievance.

In our advocacy, we seek to make faculty members whole. Making a grievant whole may mean the university has to pay for lost salary and fringe benefits or correct appointments for temporary faculty. Arbitrators have the authority to overturn negative RTP decisions, to reinstate lecturers with back pay, or to reduce or rescind disciplinary sanctions.
CFA Representation Principles

- CFA will strive to provide the best and most accurate advice possible to CSU faculty considering the filing of a grievance, regardless of job classification, membership status, or personal attributes.

- CFA will carefully consider active participation in all statutory or contractual grievances on a case by case basis. CFA will normally participate in contract grievance processing upon request.

- As a matter of practice, CFA may not become part of statutory track grievances at the time of filing, but will, upon request, assist in the initial discussion of such grievances with the Administration at the first step of the process.

- Following the issuance of the first Administrative answer to the grievance, CFA will consider formal participation in the statutory track grievance upon timely, written request of the faculty grievant. If the Union agrees to participate, it will provide assistance and/or representation before the Faculty Hearing Committee as requested by the grievant. Following issuance of the Faculty Hearing Committee decision and that of the campus President, CFA will again consider (upon the grievant’s request) participation in a statutory arbitration hearing. CFA will evaluate such requests on a case by case basis and may not elect to participate in all cases.

- CFA will not bear the cost of providing representation (or associated costs such as expert witnesses, witness travel, transcript, etc.) in cases in which it has not voluntarily agreed to participate.

- In all grievances or arbitrations in which CFA participates, the Union will provide representation of its own choosing. Although in statutory track grievances the grievant is free to select a representative of his or her own choice, CFA will not be responsible for any portion of the costs associated with that choice.

- Should CFA be asked to arbitrate either a statutory track or contractual track grievance and declines such representation, the faculty grievant may appeal that decision to CFA's Statewide Representation Committee composed of CSU faculty. Decisions of the Committee shall be final.
THE CALIFORNIA STATE UNIVERSITY
GRIEVANCE FORM
UNIT 3

Name: _____________________________       Date of Submission to Campus: ____________
Classification: ______________________       Name of CFA Contact or other Representative:
Department or __________________________       Address of CFA Contact or other Representative:
Equivalent Unit: ________________________       _______________________________________
Campus: _________________________________       _______________________________________
Email address: __________________________       _______________________________________

Election: Pursuant to Article 10.6 of the CFA/CSU Agreement, the grievant(s) elect(s) that the procedure under which this grievance shall be processed will be:

A: the Contractual Procedure □
If no election made, the grievance shall automatically be processed under the contractual procedure.

B: the Statutory Procedure (Faculty Hearing Committee) □
Unless accompanied by Authorized CFA Signature, CFA has not agreed to representation.

Authorized CFA Signature: ___________________________; CFA agrees to representation.

Claimed Violation(s)
Term or terms of agreement alleged violated, misapplied or misinterpreted (provision number or numbers) for Contractual Procedure. Or any rights alleged violated in connection with his/her job classification, benefits, working conditions, appointment, reappointment, tenure, promotion, reassignment, or the like, including but not limited to rights arising under the agreement for Statutory Procedure.

Brief description of the grounds of the grievance including names, dates, places, times, etc., necessary for complete understanding):
Proposed remedy:

Grievant Signature: _______________________________ Date: _______________

IMPORTANT NOTE: The collective bargaining agreement requires that all grievances be filed by:

1. Personal Delivery,
2. Certified Mail, with Return Receipt, or
3. Electronically (email or fax) with scanned, signed copy.

CSU responses shall be provided to: (a) grievant(s); (b) CSU Campus Relations and Dispute Resolution, Office of the Chancellor, 401 Golden Shore, 4th Floor, Long Beach, California 90802-4210; and (c) CFA, 1110 K Street, Sacramento, CA 95814.

<table>
<thead>
<tr>
<th>LEVEL OF FILING</th>
<th>Date: _______________</th>
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<tbody>
<tr>
<td>25-day Informal Resolution Request □</td>
<td></td>
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<tr>
<td>Level II – (C.O. – Contractual Grievances only)</td>
<td>Date: _______________</td>
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Response:

Level I □  Level II □