

## ARTICLE 26 - GRIEVANCE PROCEDURE

### A. Definition, Eligibility, Consolidation, and Representation

1. **Definition.** A grievance is a claim during the term of this Agreement that the University has violated a written provision(s) of this Agreement.
2. **Eligibility.** Except as otherwise provided in this Agreement, a grievance may be brought to the attention of the University through this procedure by an individual employee, a group of employees, or by the Union. A grievance may not be brought through this procedure by the University.

#### 3. Grievants Who Have Resigned

Grievants who voluntarily resign their employment with the University, unless they retire, shall have their pending grievances immediately withdrawn and will not benefit by subsequent settlement or disposition of any individual, union, or group grievances. However, if the grievance is related to compensation negotiated in this Agreement, the grievance may be continued if it has been appealed to Step 2 before the date of resignation.

4. **Consolidation.** Grievances brought by, or related to, two (2) or more bargaining unit employees, and multiple grievances by or related to the same employee, which concern the same incident, issue, or course of conduct, may upon mutual agreement of the University and the Union 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.
5. **Representation.** An employee shall have the right to be represented at all steps of the Grievance Procedure by a person or persons designated by SETC. Said representative shall not be a University employee who has been designated by the University as supervisory, managerial or confidential. If an employee is represented by the Union, only one SETC representative (i.e., a UCLA employee) and one SETC Officer shall participate in the Grievance Procedure.

### B. Procedure

1. **a. Informal Review - Step 1.** As soon as practicable, the employee shall discuss the grievance with his/her immediate supervisor. All parties shall informally attempt a resolution of the matter before a formal grievance is filed. Informal resolutions, although final, shall not be precedent setting. If the grievance is not resolved through informal discussion with the immediate supervisor, the employee may file a formal grievance as set forth below.
- b.** Attempts at informal resolution do not extend time limits unless an extension is mutually agreed to in writing by the Campus Labor Relations Director or designee and the employee or his/her representative. The Union may file a formal grievance before the informal step is completed in order to meet the timelines set forth in Section B(2) below and said grievance shall be held in abeyance until the informal review is completed. The informal review must be completed within fifteen (15) days of the filing of the grievance.

2. **Department Review - Step 2.** A formal grievance must be filed in writing on a grievance form mutually agreed to by the parties. The Campus Labor Relations Office must receive the written grievance within thirty (30) calendar days after the date on which either the employee or the Union knew or could be expected to know of the event or action which gave rise to the grievance or within fifteen (15) calendar days after the date of the employee's last day on pay status, whichever occurs first. Formal grievances may be filed by facsimile, certified mail, U.S. mail or email in the Campus Labor Relations Office and must be received by that office within the time periods referenced herein. Formal grievances filed by email must also be filed as a "hard", signed copy with the Campus Labor Relations Office within five (5) calendar days after the filing by email. Formal grievances must set forth:
- a. The specific section(s) and provision(s) of the Agreement alleged to have been violated;
  - b. The action grieved and how it violated the above-mentioned provision(s);
  - c. How the grieving employee was adversely affected;
  - d. Name of the employee's representative, if any;
  - e. The date(s) of the occurrence of the alleged violation(s);
  - f. The date(s) the employee discussed the alleged violation(s) with his/her supervisor; and,
  - g. The remedy requested.

The department head or official designee shall review the grievance and shall meet with the employee(s) and his/her representative, to discuss the grievance when the grievance alleges violations of this Agreement which are not subject to arbitration. Within fourteen (14) calendar days after receipt of the grievance, a written response will be issued to the employee(s) with a copy to his/her representative. If the department's response is not issued within the established time limits or if the grievance is not resolved, the grievance may be appealed to Step 3.

When the grievance alleges violations of this Agreement which are subject to arbitration, the parties may mutually agree to waive Step 2 and proceed to Step 3 if the grievance is not resolved at Step 1.

3. **Campus Review - Step 3.** If the grievance is not resolved at Step 2, an appeal may be submitted in writing by the employee(s) or his/her representative to the Campus Labor Relations Office. The written appeal must be sent by certified mail and received by the Campus Labor Relations Office within (twenty (20) calendar days of the date on which the written response to Step 2 was issued or due.
- a. Within twenty (20) calendar days of the receipt of the Step 3 appeal, the Campus Labor Relations Director or designee shall schedule a meeting to discuss the grievance. During the meeting the employee(s) and/or his/her representative shall present all evidence and contentions relevant to the grievance. If the University

provides information to the Union during Step 1 or Step 2 above which was not previously known, or that could not have been ascertained by the Union with due diligence, at the time of the Step 3 meeting, the Union may amend the grievance to allege additional violations or include additional bargaining unit employees.

- b. The Campus Labor Relations Director or designee shall issue a written decision within twenty (20) calendar days following the last date of the Step 3 Review, unless the Union amends the grievance as described in Section 3(a) above, in which case, a written decision shall be issued within thirty (30) calendar days. The decision shall be sent to the employee(s) and his/her representative. A copy of the decision also shall be sent to the Union with a proof of service attached.
  - c. The Union may appeal the grievance to arbitration pursuant to the Arbitration Article within thirty (30) calendar days of the date on which the decision was received by the Union. The parties may agree, on a case-by-case basis, to attempt resolution of the grievance through mediation.
4. **Mediation.** In lieu of Step 3, the parties may mutually agree to proceed to mediation of the grievance for the purpose of compromising, settling or otherwise resolving the grievance as follows:
- a. Either party may request mediation at any time following Step 2 above but before Step 3 referenced above. If mediation is elected in lieu of Step 3, it shall take place no later than forty (40) days from the date of the filing of the grievance.
  - b. The parties agree to establish a panel of three mediators to serve in alphabetical rotation. Any mediator selected pursuant to this section shall not serve as arbitrator on the same grievance.
  - c. All costs of mediation shall be borne by both parties equally.
  - d. The parties may submit any joint stipulations or exhibits they agree upon to the mediator. Each party may also submit its own exhibits to the mediator and, if electing to do so, must submit those exhibits to the other party.
  - e. The parties may make opening statements during the mediation; the mediator will then assist the parties to achieve resolution.
  - f. If the parties are unable to reach agreement and/or resolution, the mediation shall terminate and the grievance may proceed to arbitration within thirty calendar days of the last date the parties met with the mediator.
  - g. a maximum of ten (10) non-cumulative hours paid release time per month will be granted for mediation-related activities.
5. **Waiver.** The Campus Labor Relations Director or designee and the Union Representative may mutually agree in writing to waive any and all steps of the Grievance Procedure. Such written agreement must be executed in advance of the expiration of the specific applicable time limits, i.e., no later than the last day of the applicable time limit.

6. **Time Limits.** Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits as set forth in Section B.4 above. Deadlines which fall on a University non-business day will automatically be extended to the next business day. If a grievance is not appealed to the subsequent step of the procedure within applicable time limits, and an extension has not been agreed to, the grievance will be considered settled on the basis of the last University written response. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

7. **Pay Status.**

- a. Time spent by bargaining unit employees in preparation and investigation of grievances shall be on pay status as follows:
  1. a maximum of twenty (20) non-cumulative hours per month will be granted for such activities; and,
  2. a request for the release time described in subsection 6(a) above must be made to the employee's immediate supervisor at least twenty-four (24) hours in advance of the activity.
- b. Whenever the University and the Union convene a meeting to mutually resolve grievance(s) during the scheduled work time of an employee who is a grievant or a representative, upon advance request, reasonable release time shall be granted to the employee(s) involved. Employee time spent at these meetings shall be considered as time worked.
- c. When such meetings are convened outside an employee's scheduled work time, no employee release time shall be granted. University employees called as witnesses at such meetings shall be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings. The University will make a good faith effort to alter the work hours for grievants and/or stewards who do not work the day shift. Said grievants and/or stewards shall not suffer a loss of regularly assigned shift pay when participating in the Grievance Procedure.

**C. Resolution**

Resolution may be agreed upon at any stage of the grievance process. Prior to the resolution of any formal grievance in the Skilled Crafts Bargaining Unit, the Union shall be notified. The University and the Union agree that any resolution of a grievance at Step 2 or thereafter shall be reduced to writing.