

ARTICLE 27
GRIEVANCE PROCEDURE

A. GENERAL CONDITIONS

1. Definitions

- a. A grievance is a claim by an individual Nurse, a group of Nurses, or the Association that the University has violated, misapplied, or misinterpreted this Agreement during the term of this Agreement.
- b. All grievances must be initiated and filed at the location where the alleged violation occurred.
- c. A formal grievance must identify the specific Article(s) and Section(s) of this Agreement alleged to have been violated; describe the action(s) alleged to have violated the identified Article(s) and Section(s), the remedy requested, together with the following information that can be presented with the exercise of reasonable due diligence: the name(s) of the affected nurse(s), the location(s) in which the action(s) occurred, and the date(s) of the action(s).

2. Time Limits

- a. The labor relations representative at the location at which the alleged violation occurred must receive the formal grievance for an individual, group, or Association within thirty (30) calendar days after the date on which the Nurse or union knew or could be expected to know of the event or action which gave rise to the grievance. In the case of a nurse's separation from the University, the University must receive the grievance, within fifteen (15) calendar days after the date of the Nurse's separation from University employment. Grievances may be submitted via US mail, hand delivery, or electronic mail at the addresses listed in Appendix G. Grievances submitted by electronic mail after 5:00 PM will be considered to be filed on the following business day. The University shall notify CNA of the designated official, including title, mailing address, phone number and e-mail address, and whenever a change occurs.
- b. The time limits specified in this Article may be extended by written agreement between the University and the Nurse, the Association, or the Nurse's representative, in writing in advance of the expiration of the time limits. Deadlines that fall on a day that is not a campus/Laboratory business day will automatically be extended to the next business day.
- c. If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed

to in advance, the grievance will be considered resolved on the basis of the last University response to the grievance.

3. **Waiver** – Any formal grievance which is not received in accordance with the procedures specified in §A.1. and §A.2., above, is waived by the Nurse or by the Association.
4. **Association Grievances** – The Association shall have the right to present grievances under this procedure on behalf of an individual Nurse, on behalf of a group of Nurses, or on behalf of itself.
5. **Group Grievances** – The grievances of two (2) or more Nurses and multiple grievances by, or related to, the same Nurse which relate to the same incident, issue, or course of conduct may be consolidated for the purposes of the grievance procedure. Consolidated grievances may be severed. Consolidation or severance of grievances shall occur by mutual agreement of the Nurse and the University, in those cases where the Nurse is self-represented, or by agreement between the Nurse's representative and the University where the Nurse has chosen a representative.
6. **Offers of Settlement** – Settlement offers made at any step of the grievance procedure shall not be introduced as evidence in subsequent steps.
7. **No Reprisal** – No Nurse shall be subject to reprisal for using or participating in the grievance procedure of this Agreement.
8. The University shall not have the right to use the grievance procedure.

B. NURSE REPRESENTATION RIGHTS

A Nurse shall have the right to be represented at all steps of the grievance procedure by a Nurse Representative and/or an Association representative or one (1) person of the Nurse's choice other than a University employee who has been designated as supervisory, managerial, or confidential. In the event more than one (1) representative attends a meeting in the grievance process, only one person may be the primary spokesperson, and only one nurse representative shall be compensated unless it is a multi-department grievance.

C. SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE

The Association agrees that a Nurse may elect to substitute the University Sexual Harassment Complaint Resolution Procedure for the Informal Review described in this Article. With this sole exception, the procedures described in this Article and in Article 28 Arbitration, of this Agreement shall be the sole and exclusive means of resolving grievances submitted by Nurses in the bargaining unit.

D. INFORMAL REVIEW

1. The Nurse(s) and/or the Nurse's representative shall discuss the grievance with the immediate supervisor. When such discussion with the

immediate supervisor is not practicable, the Nurse(s) or the Nurse's representative shall discuss the grievance with the designated University official at the location where the alleged violation occurred. In the case of grievances which the Association wishes to present on its own behalf, the Association shall discuss the grievance with the designated University official.

2. Resolution of the grievance at Informal Review, although final, shall not be precedent setting. Attempts at resolution of the grievance at Informal Review do not extend the time limits for filing a formal grievance as described in §E., below, unless an exception is granted in advance and in writing by the designated University official.
3. If the grievance is not resolved at Informal Review, the formal grievance may be reduced to writing and advanced to Step 1.

E. STEP 1: FORMAL GRIEVANCE – DEPARTMENT REVIEW

1. Formal Grievance – A formal grievance shall be filed in writing on a mutually agreed to form and must be in accordance with the procedures specified in §A.1. and §A.2., above.
2. Department Review – The designated University official will forward the formal grievance to the appropriate office for review.
 - a. The University shall not agree to resolution of a formal grievance until the Association representative has received a copy of the proposed resolution and has been given the opportunity to file a response.
 - b. Unless the parties agree otherwise, the University shall convene a meeting with the grievant(s) and the grievant's representative, if any, to attempt to resolve the grievance. The meeting shall be convened no later than fifteen (15) calendar days following receipt of the formal grievance.
 - c. During the Step 1 meeting, the parties shall discuss information and contentions relative to the grievance and attempt to arrive at a mutually agreeable solution. In addition, the University shall, either orally or in writing, inform the Association of the known facts, issues, and allegations.
 - d. The University will issue its written response to the Nurse and the Nurse's representative, if any, within fifteen (15) calendar days after the formal grievance is filed or after the Step 1 meeting if such meeting is held. In cases where the Association is not directly involved, the University will issue its response within fifteen (15) calendar days of the Association's response or deadline for the opportunity to respond. If the University does not render its response within these time limits, or if the grievance is not resolved at Step 1, the grievance may proceed to Step 2.

- e. Resolution of the grievance at Step 1, although final, shall not be precedent setting.

F. STEP 2 – LOCAL GRIEVANCE REVIEW

1. If the grievance is not resolved at Step 1, the Nurse or the Association may proceed to Step 2 by filing an appeal, as follows:
 - a. The Nurse or the Nurse's representative shall submit the written appeal on the mutually agreed-upon form.
 - b. The written appeal must be postmarked, submitted via email, or hand delivered to the local labor relations office listed in Appendix G within fifteen (15) calendar days of the date on which the written response to Step 1 was given or due.
2. The University shall schedule a Step 2 meeting within ten (10) calendar days following receipt of the appeal to Step 2, to attempt to resolve the grievance. During the Step 2 meeting, the Nurse and the Nurse's representative, if any, shall present the known facts, issues and allegations relevant to the grievance.
3. Within fifteen (15) calendar days following the Step 2 meeting, or within fifteen (15) calendar days following receipt of the appeal to Step 2, if no Step 2 meeting is held, the University shall issue a written response. In cases where the Association is not directly involved, the University shall render the written response within fifteen (15) calendar days of the Association's response or the deadline for the opportunity to respond. Proof of service shall accompany the written decision.
4. Grievances alleging a dismissal or suspension in violation of Article 26, Corrective Action, Discipline and Discharge, only, that are not satisfactorily resolved at Step 2, may be appealed directly to arbitration in accordance with Article 28, Arbitration.
5. If the University does not render its response within these time limits, or if the grievance is not resolved at Step 2, the grievance may proceed to Step 3.

G. STEP 3 – UC OFFICE OF THE PRESIDENT REVIEW

1. CNA or a nurse may appeal a grievance to Step 3. To consider a grievance at Step 3, written notice of appeal of the Step 2 Local answer shall be served upon the Executive Director of Labor Relations of the University by the CNA Director-UC Division. The UCOP Executive Director must receive such notice within fifteen (15) calendar days of the date the Step 2 answer was given or due. Such notice shall identify the grievance being appealed and shall be signed and dated by CNA.
2. An appeal to Step 3 shall be accomplished by one of the following methods:
 - a. Delivery by U.S. Mail; or

- b. Personal presentation with mutual acknowledgment from the person delivering the document(s) and the person accepting delivery of document(s) by signing and dating the document(s) and each of them retaining one of the signed and dated documents; or
- c. Email to AppealAGrievance@ucop.edu.
 - 1) Appeals submitted by electronic mail after 5:00 PM will be considered to be filed on the following business day.
 - 2) The University shall acknowledge the Union's Appeal to Step 3 through a computer-generated, automatic email response.
3. A nurse or group of nurses using a representative other than CNA may appeal a Step 2 University answer to the UCOP Executive Director of Labor Relations. Such written appeal shall identify the grievance being appealed and shall be signed and dated by the nurse(s) and their representative.
4. The subject of the grievance as stated in Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
5. The UCOP Executive Director or her/his designee shall issue the University's Step 3 decision within thirty (30) calendar days of the receipt of the appeal. Proof of Service shall accompany the written decision. The Step 3 decision shall be served upon the employee's designated representative and a copy shall also be provided to the CNA Director – UC Division. Time limits for appealing a UC written answer are found in Article 28, Arbitration Procedure.
6. The UCOP Executive Director or her/his designee shall have the authority to settle grievances appealed to Step 3.
7. If the University's Step 3 decision is not properly appealed to arbitration as provided in Article 28, Arbitration Procedure, the grievance shall be considered settled on the basis of the Step 3 decision and shall not be eligible for further appeal. Pursuant to the provision of Article 28 – Arbitration, only CNA shall have the right to submit a grievance to arbitration.
8. If the Association does not appeal the grievance to arbitration within thirty (30) calendar days, as specified in §F.4., above, the written decision shall become final but shall not be precedent setting.

H. PAY STATUS

Upon advance request, a grievant, a grievant's representative, and witnesses called by the University who are University nurses, shall be granted leave with pay to attend meetings convened by the University to consider the grievance, if such meetings occur during their regularly scheduled hours of work. Such leave with pay will be considered time worked. Time spent in meetings convened by the University outside of a Nurse's regularly scheduled hours of work is without pay. In the event the University is unable to schedule during the Nurse

Representative's normal work schedule, the Nurse Representative will be compensated and such time will be considered as time worked.

I. OTHER REPRESENTATION

1. Whenever a Nurse has chosen a representative other than a Nurse Representative or other Association representative as defined in this Agreement, the Nurse shall provide written notice of such representation to the University. The University shall notify the Association of any formal grievance filed by a Nurse where an Association representative is not chosen by the Nurse.
2. In cases where the Association is not acting as the Nurse's representative, the University will send a copy of its proposed Step 1 or Step 2 or Step 3 written decision to the Association. The Association shall have fifteen (15) calendar days from the date of issuance of the University's proposed Step 1 or Step 2 or Step 3 written decision to respond to it. The University then has fifteen (15) calendar days to render the written decision to the Nurse or the Nurse's representative. The Association will be provided a copy of the University's written decision. Proof of service shall accompany the proposed University written decision.

J. GRIEVANCE FILE

Materials generated as a result of the filing of a grievance including the grievance form shall be maintained by the University in a file separate from the Nurse's personnel file.