

ARTICLE 34
GRIEVANCE PROCEDURE

A. General Conditions

1. A grievance is a claim by an individual employee, a group of employees, or the UAPD that the University has violated, misapplied, or misinterpreted a specific provision(s) of this Agreement.
2. **UAPD Grievances** – The UAPD shall have the right to file grievances pursuant to this Article on behalf of an individual employee, a group of employees, or on behalf of itself. It shall be the Union’s responsibility to inform an employee that it is filing a grievance.
3. **Consolidation** – Grievances of two or more doctors as well as multiple grievances by or related to the same doctor, 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. Consolidated grievances may be severed. Consolidation or severance of grievances shall only occur with the written agreement of the employee and the University in those cases where the employee is self-represented, or with the written agreement between the employee’s representative and the University when the employee(s) has/have chosen a representative.
4. **Group Grievance** – A group grievance is defined as a grievance that covers more than one employee, and that involves like circumstances and facts.
 - a. A group grievance must be identified as such on the grievance form at Step 1 of the procedure.
 - b. To the extent known at the time of filing the Group Grievance, all individual grievants will be identified on the form.
 - c. If an employee wishes to withdraw from a group grievance represented by the UAPD, the employee shall notify the UAPD. The UAPD shall in turn notify the University in writing if the employee is to be withdrawn.
5. **Offers of Settlement** – Settlement offers made at any step of the grievance procedure shall not be introduced as evidence in subsequent steps, nor shall they have the effect of extending any timelines contained in this Article.
6. The University shall not agree to settle a formal grievance with an employee grievant(s) without the UAPD being party to the Settlement Agreement.
7. **No Reprisal** – No employee shall be subject to reprisal for using or participating in the grievance procedure.

8. The University shall not have the right to use the grievance procedure.
9. A resolution of the grievance at any step of the procedure, although final, shall not be precedent setting.
10. **Filing**
 - a. All grievances must be filed at the campus Labor Relations office where the alleged violation occurred, using the official grievance form found in Appendix 2.
 - b. An initial filing and subsequent appeals within the grievance procedure may be made in the following ways:
 - 1) **Hand Delivery:** When hand-delivered, the date of receipt will be used to determine the date of the initial filing and subsequent appeals.
 - 2) **United States Mail:** When mailed, the initial filing and subsequent appeals must arrive in an envelope with a U.S. Postal Service Postmark. The U.S. Postal Service Postmark will be used to determine the date of the initial filing and subsequent appeals.
 - 3) **Email:** Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the provisions of the Agreement. The date of filing for an emailed grievance and subsequent appeals shall be the date received on the University server, provided that the initial filing or appeal is received during business hours. If an initial filing or appeal is received outside of normal business hours, the following business day will be deemed the filing date.
 - c. The grievance form must be signed and dated by the employee(s) or the employee's representative. Union grievances must be signed by a UAPD staff representative.
 - d. Only one (1) subject matter shall be covered in any one (1) grievance.
 - e. A formal grievance must identify the specific Article(s) and Section(s) of this Agreement alleged to have been violated, misapplied, or misinterpreted; describe the action(s) or omission(s) alleged to have violated the Agreement; identify the date(s) of the action(s) or approximate date(s) when the date is unknown or unclear; list the affected individual(s) known at the time of filing; and specify the remedy requested.

- f. No remedy shall exceed restoring to the grievant the pay, benefits or rights lost as a result of the violation of the Agreement, including any Step increase(s) and/or salary increase(s) the employee(s) would have received if not for the violation, less any income earned from any other source that the grievant(s) did not have at the time of the violation, including, but not limited to, Workers' Compensation, Unemployment Insurance Benefits, or any other employment.

11. Time Limits

- a. The time limits specified in this Article may be extended by written agreement between the University and the employee, the UAPD, or the employee's representative, in advance of the expiration of the time limits.
- b. Deadlines that fall on a day that is not a University 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 the applicable time limit, and an extension has not been agreed to in advance, the grievance will be deemed waived and will be ineligible for further appeal.
- d. If the University does not issue a response within the time limit specified for a given step, and an extension has not been agreed to in advance, or the grievance is not resolved to the satisfaction of the grievant, the grievant shall have the right to advance the grievance to the next step in the procedure.

12. **Waiver** – Any grievance which is not received in accordance with the procedures set forth in §§A.10. and A.11., above, is waived by the grievant and the UAPD.

B. Employee Representation Rights

An employee shall have the right to be represented at all steps of the grievance procedure by a UAPD steward and/or staff representative, or one (1) person of the employee's choice other than: a University employee who has been designated as supervisory, managerial, or confidential; or a paid staff member of another employee organization. If a paid staff member of another employee organization has been chosen, it shall be UAPD's responsibility to notify the University. In the event more than one (1) representative attends a meeting in the grievance procedure, only one (1) person may be the spokesperson.

C. Sexual Harassment Complaint Resolution Procedure

1. Consistent with the University of California's Sexual Harassment and Sexual Violence Policy (the *Policy*), a doctor who believes he or she has been subjected to sexual harassment or sexual violence may file a grievance pursuant to this Article. Such complaint or grievance may be filed either instead of or in addition

to making a report of sexual harassment to the Title IX Officer (Sexual Harassment Officer) or other appropriate official designated to review and investigate sexual harassment and sexual violence complaints under the *Policy*. A complaint or grievance alleging sexual harassment or sexual violence must meet all the requirements under this Article, including time limits for filing.

2. If a grievance alleging sexual harassment or sexual violence is filed in addition to a report made to the Title IX Officer (Sexual Harassment Officer) or other appropriate official designated to review and investigate sexual harassment complaints under the *Policy*, the grievance shall be held in abeyance pending the outcome of the Early Resolution or Formal Investigation procedures. If the individual wishes to proceed with the complaint or grievance, the Early Resolution or Formal Investigation shall constitute Step 1 of the grievance procedure in this Article.
3. With this sole exception, the procedures described in this Article and in Article 35 – Arbitration Procedure of this Agreement shall be the only and exclusive means of resolving grievances submitted by employees in the bargaining unit.

D. Informal Review

1. Before commencing the formal grievance procedure, an individual employee, or group of employees, with or without their representative, may first attempt to informally resolve the grievance with the immediate supervisor.
2. If the grievance is not resolved to the satisfaction of the grievant at the informal level, the grievance may be reduced to writing and advanced to Step 1. Attempts at informal resolution do not extend the time limit for filing a grievance at Step 1, unless otherwise agreed to in advance and in writing.

E. Step 1

1. A formal grievance shall be filed in accordance with the procedures specified in §A.10., above, within thirty (30) calendar days after the date on which the employee or the UAPD knew, or reasonably should have known, of the action(s) or omission(s) which gave rise to the grievance.
2. Department Review – The designated University official will forward the formal grievance to the appropriate department for review.
3. The department will issue its written response, along with the original grievance form with relevant sections completed, to the employee and the employee's representative, if any, within fifteen (15) calendar days after the formal grievance is filed.

A copy of the Step 1 response shall be sent to the UAPD staff representative if the employee is either self-represented or using a representative other than UAPD.

F. Step 2

1. If the grievance is not resolved to the satisfaction of the grievant or UAPD, the employee or UAPD may proceed to Step 2 by filing, with the local labor relations office, a written appeal along with the original grievance form with relevant sections completed, within fifteen (15) calendar days of the date on which the written response to Step 1 was issued or, if no written response was issued, within fifteen (15) calendar days of the date the University's response was due.
2. Unless otherwise agreed, the parties shall schedule a Step 2 meeting within fifteen (15) calendar days following receipt of the appeal to Step 2 to attempt to resolve the grievance. During the Step 2 meeting, the employee and the employee'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.

A copy of the Step 2 response shall be sent to the local UAPD staff representative if the employee is either self-represented or using a representative other than UAPD.

4. Grievances alleging a dismissal or suspension in violation of Article 33 – Corrective Action, Discipline and Discharge that are not resolved to the satisfaction of the grievant at Step 2, may be appealed directly to arbitration in accordance with Article 35 – Arbitration Procedure.

G. Step 3

1. If the grievance is not resolved to the satisfaction of the grievant or UAPD, the employee or UAPD may proceed to Step 3 by filing, with the Director of Labor Relations in the Office of the President, a written appeal along with the original grievance form with relevant sections completed, within fifteen (15) calendar days of the date on which the written response to Step 2 was issued or, if no written response was issued, within fifteen (15) calendar days of the date the University's response was due.
2. The subject of the grievance as stated in Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
3. The UCOP Director or her/his designee shall issue the University's Step 3 response within thirty (30) calendar days of the receipt of the appeal.
 - a. Proof of Service shall accompany the written Step 3 decision.
 - b. A copy of the Step 3 response shall be sent to UAPD's Oakland headquarters if the employee is either self-represented or using a representative other than UAPD.

- c. Time limits for appealing a Step 3 response are found in Article 35 – Arbitration Procedure.
4. If the University’s Step 3 response is not properly appealed to arbitration as provided in Article 35 – Arbitration Procedure, the grievance shall be considered settled on the basis of the Step 3 response and shall not be eligible for further appeal. Pursuant to the provisions of Article 35 – Arbitration Procedure, only the UAPD shall have the right to submit a grievance to arbitration.

H. Retroactivity

Where it is determined that the remedy or settlement of a grievance shall be applied retroactively, the maximum period of retroactivity shall not in any case be more than thirty (30) calendar days prior to the filing of the written grievance at Step 1, except for cases involving the correction of mathematical calculation, recording or accounting errors relating to the payment of wages (such as vacation and sick leave accruals and the employee’s share of payroll deductions), where the maximum period of retroactivity shall not be more than three (3) years prior to the filing of the written grievance at Step 1. Disputes concerning UCRP service credit are subject to plan rules and regulations and are not subject to the grievance and arbitration procedures of this Agreement.

I. Grievants Who Have Resigned

Grievants who voluntarily resign or retire their employment with the University shall have their pending grievances immediately withdrawn and will not benefit by any subsequent settlement or disposition of any individual, union, or group grievance.

However, if a group or union grievance is related to compensation, such resigned or retired grievant will remain a party to the grievance.

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 employee's official personnel file.