


For the Union:   
Date: May 1, 2020

For the University:   
Date: May 1, 2020 *ARO*


**Article \_\_\_\_\_: GRIEVANCE PROCEDURE**

**A. Definitions**

1. **Grievance:** A grievance is a claim by a Resident or the Union, that the University has violated a specific provision of this Agreement during the term of this Agreement. Grievances regarding Disciplinary Actions shall be filed in accordance with the procedure referenced in the Side Letter on Academic Due Process.
2. **Process:** All grievances must be filed with UCLA Health Employee and Labor Relations.
3. **Eligibility:** A grievance may be brought to the attention of the University through this procedure by a Resident or Residents or by the Union. The University is not eligible to use the grievance procedure.
4. **Consolidation:** Grievances brought by or related to two (2) or more Residents, or multiple grievances by or related to the same Resident, which concern the same incident, issue or course of conduct, may be consolidated for the purposes of this procedure upon mutual agreement of the University and the Union, provided that the time limits described in this article shall not be shortened for any grievance as a result of consolidation. Notwithstanding the forgoing, the Union can on its own bring a “class” grievance on behalf of two (2) or more bargaining unit members.
5. **Representation:** A Resident or Residents shall have the right to be represented by one person of the Resident’s choice, other than a University employee who is designated as supervisory, managerial or confidential. A Union representative shall have the right to be present at all steps of the grievance and arbitration procedure. In the event that more than one (1) representative attends a meeting in the grievance procedure, only one (1) person may be the spokesperson.
6. The content of Disciplinary Actions related to academic and clinical matters, including clinical competence and standards of patient care, is not subject to review under the Grievance and Arbitration Procedure set forth in this Proposal.

**B. Procedure**

1. **Step 1: Informal Review.** As soon as practicable, the Resident and/or the Union shall discuss the grievance with the Resident’s immediate supervisor to informally attempt a resolution of the matter before a formal written grievance is filed. If the grievance is not resolved through informal discussions with the immediate supervisor, the Resident may file a formal grievance as set forth below.

For the Union:   
Date: May 1, 2020

For the University: \_\_\_\_\_  
Date: May 1, 2020

Step 2: A formal grievance must be filed in writing on a grievance form mutually agreed to by UCLA Health Employee and Labor Relations Office. The UCLA Health Employee and Labor Relations Office

must receive the written grievance within thirty (30) calendar days after the date on which the Resident or the Union knew or could have reasonably been expected to know of the event or action which gave rise to the grievance. Attempts at informal resolution do not extend the thirty (30) calendar day to file a formal grievance at Step 2. Formal grievances must set forth:


- a. The specific article or section of the Agreement alleged to have been violated;
- b. The action grieved and how it violated the above mentioned article or section;
- c. The date of the occurrence of the alleged violation(s);
- d. How the grieving Resident(s) was adversely affected;
- e. The name of the person or entity providing representation to the Resident(s);
- f. The date the Resident discussed the alleged violation with the supervisor and/or attempted informal review; and
- g. The remedy requested.

A designee from UCLA Health Employee and Labor Relations shall review the grievance and may meet with the Resident(s) and representative(s) to discuss the grievance within twenty (20) calendar days following receipt of the grievance. Within twenty (20) calendar days after receipt of the grievance, or within twenty (20) calendar days after the meeting is held, a written response from the University will be issued to the Resident and the Resident's representative. If the response is not issued within the established time limits or the grievance is not resolved, the grievance may be appealed to Step 3.

3. Step 3: If the grievance is not resolved at Step 2, it may be appealed in writing by the Resident or the Union to the Director of UCLA Health Employee and Labor Relations. The written appeal must be received within twenty (20) calendar days of the date on which the written response at Step 2 was issued, if such a response was issued or due.

Within twenty (20) calendar days of the receipt of the Step 3 appeal, the the UCLA Health Employee and Labor Relations designee shall schedule and convene a meeting to discuss the grievance. During the meeting, the Resident(s) and/or Union shall present all evidence relevant to the grievance.

Decision: The ULCA Health Employee and Labor Relations designee shall render a written decision within twenty (20) calendar days following the date of completion of the Step 3 meeting. The decision will be mailed to the Resident, the Resident's

For the Union:   
Date: May 1, 2020

For the University: \_\_\_\_\_  
Date: May 1, 2020

representative and the Union with a proof of service. Such decision shall not set any precedent. The Union may appeal the grievance to arbitration as outlined in Article 2 within thirty (30) calendar days of the date on which the decision was sent to the Union.

C. Time Limits

Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits, except for the Step 2 deadline for filing a formal grievance. Deadlines which fall on a University non-business day will be automatically be extended to the next business day. If the grievance is not appealed to the subsequent step of the procedure within applicable time limits, and/or an extension has not been agreed to in advance, the grievance will be considered settled on the basis of the University's written response. Failure by the University to reply to the grievance within the time limits specified automatically grants to the Union the right to process the grievance to the next step of the grievance procedure.

D. Release Time

Whenever the University and the Union convene a meeting to mutually resolve a grievance during the scheduled work time of a Resident who is a grievant or a representative, reasonable release time shall be granted to the Resident(s) involved. Bargaining unit members called to participate at such meetings may be released from work with reasonable advance request.

E. Resolution

Informal resolution may be agreed upon at any stage of the grievance process. Prior to the resolution of any formal grievance brought forth by a Resident, the Union shall be notified. Any offers of settlement are not admissible at any step in the grievance process.