

ARTICLE ____
GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

1. Representation

A grievant shall have the right to be represented at all steps of the grievance procedures by a UAW representative, or any other one (1) person of the grievant's choice other than a University employee who has been designated as supervisory, managerial, or confidential. It is expressly understood there shall be only one Union spokesperson.

2. Settlements not precedential

Resolution of the grievance at any step of the grievance or arbitration procedures, although final, shall not be precedent-setting.

3. Settlement offers not admissible

Offers of settlement are inadmissible at any step of the grievance or arbitration procedures.

4. Grievance file separate from personnel 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 Academic Researcher's personnel file.

5. Effect of resignation or retirement

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who voluntarily resign or retire their employment with the University shall have their pending grievances immediately withdrawn and will not benefit by any subsequent settlement or disposition of any individual, union, or group grievance.

B. FILING GRIEVANCES

1. Filing Status

A grievance is a claim by an individual Academic Researcher, a group of Academic Researchers, or UAW, that the University has violated a specific provision of this Agreement during the term of this Agreement.

2. Individual grievance

An individual grievance is defined as a grievance the UAW files on behalf

of an individual employee. An individual grievance must be so designated on the grievance form at Step 4 2 and signed by the grievant.

3. Group grievance

A group grievance is defined as a grievance that covers more than one employee, and that involves like circumstances and facts. A group grievance must be so designated on the grievance form at Step 4 2, and all employees covered by the grievance must sign the grievance form (Appendix XX) at the time of filing of the Step 4 2 grievance. If an employee wishes to withdraw from a group grievance represented by UAW, the employee shall notify UAW. UAW shall in turn notify the University in writing if the employee is to be withdrawn.

4. Union grievance

A union grievance is defined as a grievance the UAW files on behalf of itself. A union grievance must be so designated on the grievance form at Step 4 2.

5. Consolidation of grievances

Grievances related to two (2) or more Academic Researchers may be consolidated by written agreement of the University and UAW.

6. Notification to employee

The Union is responsible for informing an employee (including an employee named in a group grievance) that it is bringing a grievance on the employee's behalf.

7. Proper filing of grievances and appeals

a. Method of filing used by UAW

All grievances and appeals must be in writing and submitted to the designated campus and/or medical center labor relations office at the location where the alleged violation occurred. All grievances and appeals must be filed on the Academic Researcher grievance form (Appendix ___). Grievances may be hand-delivered to the appropriate office or submitted via email.

1) Hand-delivery

Hand-delivered grievances must be received during the normal business hours of the appropriate office designated to

receive the grievance or appeal and are considered filed on the date they are actually received. Hand-delivered grievances must receive mutual acknowledgement from the person delivering the document(s) by either (1) affixing the date stamp of the receiving office, and each of them retaining one of the stamped document(s); or (2) the person accepting delivery of document(s) signing and dating the document(s), and each of them retaining one of the signed, dated document(s).

2) Email Filing

- a. Emailed grievances must be received by the appropriate office designated to receive the grievance or appeal. If the date and time on the electronic transmission falls outside the University business hours, the following business day shall constitute the official date of receipt. Any attachments must be in PDF format or similar electronic document format.
- b. Each campus/medical center labor relations office shall notify the Union of the email address where grievances and appeals may be electronically filed.
- c. Filing at the Office of the President may be sent by email to appealagrievance@ucop.edu. The Office of the President shall acknowledge the Union's grievance filing through a computer-generated, automatic email response.
- d. University responses may be sent to an email address designated by the UAW on the grievance form. The UAW's failure to designate an alternate email address on the email form indicates that email responses shall be sent to uaw5810@uaw5810.org
- e. The University may respond to grievances or any subsequent appeals via email. All University responses may be sent by email to uaw5810@uaw5810.org, which shall constitute service of any written response as outlined in this article.

C. TIME LIMITS

1. The date of **initial** filing shall be the date the grievance is received at the

designated campus/medical center labor relations office. Filings received after the close of business at that campus/medical center shall be deemed filed the next business day. The time limits and meetings for the processing of grievances shall be in accordance with the formal grievance review steps addressed below.

2. Extensions

The parties may mutually agree to extend the time limits in advance of the expiration of the time limit. Such agreements shall be documented in writing. Each party shall be entitled to one (1) seven (7) calendar-day extension upon request, with the exception of the initial filing of the grievance, which must be timely filed.

3. Failure to comply with the time limits

1. **By the UAW**

If the grievant or the grievant's representative does not comply with a timeline set forth in this Article, the grievance shall be ineligible for further processing and shall be considered waived and withdrawn by the employee and/or the Union.

2. **By the University**

Grievances not answered by the University within the designated time limits of any step of the grievance procedure may be appealed to the next step of the grievance procedure by giving written notice of the appeal within fifteen (15) calendar days of the expiration of the designated time limits. That notice of appeal should be filed with the campus official responsible for the next step of the grievance procedure.

D. GRIEVANCE PROCEDURE

1. Optional/informal resolution

Before commencing formal grievance processes, the grievant may discuss the grievance with the grievant's immediate supervisor in a timely manner. Informal resolutions, although final, shall be neither precedential nor inconsistent with this Agreement. If the grievance is not resolved through informal discussion, the grievant may seek review as set forth below. Attempts at informal resolution do not extend the thirty (30) calendar day time

limit to file an initial grievance at Step 4 **2**.

2. Formal grievance review steps

a. **Step 4 2 – initial grievance (campus)**

A written grievance must be filed as set forth below:

b. **Receipt of grievance**

A written grievance must be received by the designated campus/medical center labor relations office on the grievance form agreed to by the parties (Appendix XX) within thirty (30) calendar days from the date on which either the grievant or the grievant's representative knew or could have been expected to know of the event or action which gave rise to the grievance.

c. **Completeness of grievance**

- 1) The written grievance must contain the following information or it shall be ineligible for processing:
- 2) The specific section(s) and provision(s) of the Agreement alleged to have been violated;
- 3) A specific description of the action(s) grieved and how it violated the above-mentioned provision(s);
- 4) How the grieving employee was adversely affected;
- 5) The name of the grievant's representative(s) if any;
- 6) A list of the affected individual(s) known at the time of filing;
- 7) The specific date(s) of the alleged violation(s)
- 8) The date(s) the grievant discussed the alleged violation(s) with his/her supervisor and/or University representative(s), if applicable;
- 9) The specific remedy or remedies requested;
- 10) The signature(s) of the grievant(s)

3. **Step 2 Meeting**

a) A step 2 meeting shall be held within fifteen (15) calendar days from the date the step 2 grievance was filed.

b) Step 4 2 response deadline

The University shall issue a written response to the grievance within **thirty (30)** calendar days of the date on which the Step 4 **2** grievance was filed or the date of the Step 4 **2** meeting, whichever is later.

c. Waiving of grievance Step 2

1. **Where the grievance alleges a systemwide issue**, the University and Union may agree in writing to waive Step 2 of the grievance procedure. **Unless the parties mutually agree in writing to waive the Step 2 meeting, a Step 2 meeting** shall be held prior to the filing of any appeal to Step 3.
2. Starting on the date when the University and Union agree to waive Step 2, the Union will have 15 (fifteen) calendar **days** to file a Step 3 appeal.
4. **Step 3 – Review (Office of the President)**
 - a) If the grievance has not been resolved at Step 2, the grievant and/or the grievant's representative may file an appeal in writing to the Office of the President. Such appeal must be received by the Office of the President no later than fifteen (15) calendar days after the University's Step 2 response is issued or was due.
 - b) An appeal to Step 3 shall be accomplished as follows:
 1. Hand Delivery: When hand delivered, proof of service must accompany the appeal to step 3. The date of filing will be the date of receipt for hand-delivered appeals or
 2. Email to AppealAGrievance@ucop.edu.
 - (a) Email submissions must include PDFs of all documents, information and signatures necessary to be in compliance with the Grievance Procedure provisions of this Agreement.
 - (b) The 'date of filing' for emailed Appeals to Step 3 shall be the date received on the University server, provided that the appeal is received during business hours. If a Step 3 appeal is received outside of normal business hours, the first following business day will be deemed the filing date of the Appeal to Step 3.

- (c) The University shall acknowledge the Union's Appeal to Step 3 through a computer-generated, automatic email response.
2. The subject of the grievance as stated in Step 4 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
3. The UCOP official or the UCOP official's 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 grievant and/or the grievant's representative.
4. The UCOP official or the UCOP official's designee shall have the authority to settle grievances appealed to Step 3.