

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resign their employment with the University, unless they retire, shall have their pending grievances immediately withdrawn and will not benefit by subsequent settlement or disposition of any individual, union, or group grievances.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 Teamsters Local 2010. Said representative(s) shall not be a University employee who has been designated by the University as supervisory, managerial or confidential. One (1) Teamsters Local 2010 representative employed at UCLA may participate on paid release time. The parties may mutually agree to release additional employees on reimbursable union business leave.

B. Procedure

1.

a. **Informal Review - Step 1.** As soon as practicable, the employee may discuss the grievance with his/her immediate supervisor and/or University representative(s). All parties may 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 and/or University representative(s), 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 appropriate Campus or UCLA Health System Labor Relation's Director or designee and the employee or his/her representative.

2. **Department Review – Step 2.** A formal grievance must be filed in writing on a grievance form mutually agreed to by the parties. The appropriate Campus or UCLA Health System Labor Relation's 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 twenty (20) calendar days after the date of the employee's last day on pay status, whichever occurs first. Formal grievances may be filed by U.S. mail, **hand delivery**, or email **with** in the appropriate Campus or UCLA Health System Labor Relation's 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 appropriate Campus or UCLA Health System Labor Relation's Office within seven (7) calendar days after the filing by email.~~ The appropriate Campus or UCLA Health System Labor Relation's

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Office will acknowledge receipt of the grievance **and propose dates to hold the Step 2 meeting** the grievance within five (5) **University business** calendar days. 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 (hereafter “grievant”) was adversely affected;
- d. Name of the grievant’s representative(s), if any;
- e. The date(s) of the occurrence of the alleged violation(s);
- f. The date(s) the grievant discussed the alleged violation(s) with his/her supervisor and/or University representative(s), if applicable; and,
- g. The remedy or remedies requested.

Within fourteen (14) calendar days following receipt by the Campus or UCLA Health System Labor Relation’s Office of the grievance, the department head or official designee shall review the grievance and shall meet with the employee(s) and his/her representative(s) to discuss the grievance. The department’s written response will be issued to the employee(s), with a copy to his/her representative(s), within fourteen (14) calendar days after the Step 2 meeting. 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.

The parties may mutually agree to waive Step 1 and/or Step 2.

1. **Campus or UCLA Health System Labor Relation’s Office Review – Step 3.** If the grievance is not resolved at Step 2, an appeal may be submitted in writing by the grievant(s) or his/her representative(s) to the appropriate Campus or UCLA Health System Labor Relation’s Office. The written appeal must be sent by mail with a proof of service or email and received by the appropriate Campus or UCLA Health System Labor Relation’s Office within thirty (30) 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 or UCLA Health System Labor Relation’s Director or designee shall schedule and convene a meeting to discuss the grievance. During the meeting, the employee(s) and/or his/her representative(s) 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 or UCLA Health System Labor Relation’s Director or designee shall issue a written decision within twenty (20) calendar days following the date of the Step 3 meeting, 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 grievant(s) and his/her representative(s). 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.
2. **Mediation.** 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:

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- d. Either party may request mediation within thirty (30) calendar days of the date on which the Step 3 decision was received by the Union. If the parties mutually agree to proceed with mediation it shall take place no later than forty (40) days from the date of the parties' agreement to elect mediation.
- e. The parties agree to establish a panel of three mediators to serve in alphabetical rotation. Alternatively, the parties may mutually agree to select a mediator not on the panel. Any mediator selected pursuant to this section shall not serve as arbitrator on the same grievance.
- f. All costs of mediation shall be borne equally by both parties.
- g. 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 no later than seven (7) calendar days prior to the date of the mediation.
- h. The parties may make opening statements during the mediation; the mediator will then assist the parties to achieve resolution.
- i. If the parties are unable to reach agreement and/or resolution, the mediation shall terminate and the grievance may proceed to arbitration within thirty (30) calendar days of the last date the parties met with the mediator.

3. **Waiver.** The Campus or UCLA Health System Labor Relation's 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.

4. **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 above. Deadlines which fall on a University non-business day will automatically be extended to the next University 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 the University 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.

5. **Pay Status.**

- j. Time spent by bargaining unit employees in preparation and investigation of grievances shall be on pay status as follows:
 - 1. a maximum of ten (10) non-cumulative hours per month will be granted for such activities; and,
 - 2. a request for the release time described in subsection 7(a) above must be made to the appropriate Campus or UCLA Health System Labor Relation's Office at least twenty-four (24) hours in advance of the activity.
- k. Whenever the University and the Union convene a meeting between the parties to mutually resolve grievance(s) during the scheduled work time of an employee who is a grievant or a representative, upon reasonable advance request to the appropriate Campus or UCLA Health System Labor Relation's Office, reasonable release time shall be granted to the employee(s) involved. Employee time spent at these meetings shall be considered as time worked.
- l. 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 to the appropriate Campus or UCLA Health System Labor Relation's Office and granted leave with pay for reasonable time spent in meetings. The University will make a good faith effort to alter

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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.

- m. In determining the amount of reasonable paid release time factors such as preparation for and travel to attend the meetings referenced in Subsections 7.a. and 7.b. above will be considered. Employees shall not be granted paid release time for travel time before or after the employees' regularly scheduled hours of work.

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.

D. Settlement Offers

Settlement discussions, including settlement offers made at any stage of this procedure, including informal resolution, shall not be introduced as evidence in subsequent steps, and shall not be precedent setting.