ARTICLE 32
GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

1. Definition. A grievance is a claim that a certain article(s) of this MOU has (have) been violated by the University during the term of this MOU.

2. Standing. Except as otherwise provided in this MOU, a grievance may be filed by an NSF or the UC-AFT. The University may not bring a grievance through this procedure.

3. Filing Deadline. A formal grievance must be filed in writing within forty-five (45) calendar days from the date on which the NSF or the UC-AFT knew or could be expected to know of the event or action which gave rise to the grievance, or within fifteen (15) calendar days from the date of the separation of the NSF from University employment, whichever occurs first. Formal grievances shall be filed with the campus office and/or officer designated in Appendix A.

4. Consolidation. Grievances brought by, or related to, two (2) or more NSF, and multiple grievances by or related to the same NSF, 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. A grievance shall be consolidated or severed only by agreement between the grievant or the grievant's representative and the University.

5. Representation. An NSF shall have the right to be represented at all steps of the Grievance Procedure by her/himself or by any person of her or his choice other than a University employee who has been designated as supervisorial, managerial or confidential within the meaning of the Higher Education Employee-Employer Relations Act (HEERA). The grievant shall provide the University written notice of the name and address of her/his representative. The University shall notify the UC-AFT of any formal grievances filed where the UC-AFT is not chosen as the representative of the grievant. The grievant's representative may be assisted in grievance meetings by another NSF or, if applicable, a UC-AFT representative.

6. Settlement Offers. Settlement offers shall be confidential and inadmissible at subsequent steps. The settlement shall become final so long as the adjustment is not inconsistent with the terms of this MOU and provided that the UC-AFT, if not involved in representation, has been given ten (10) calendar days to file a response.

7. Documents. Except by agreement between the grievant or the grievant's representative and the University, documents and communications that are filed with the University and are related to the processing of a grievance shall be kept separate from the grievant's personnel files.

8. Time Limits and Extension of Time Limits.

   a. Deadlines which fall on days that are not business days at the campus at which the grievance is filed will be automatically extended to the next business day. If a University official fails to meet a deadline, the grievant may move the grievance to the next step in the process.

   b. Time limits set forth in this Article may be extended only by written agreement between the grievant or the grievant's representative, if any, and the University.

9. Release Time. As professional exempt employees, NSF shall be allowed reasonable flexibility with their time in order to investigate and pursue grievance handling. Reasonable efforts will be made by the University not to call meetings during scheduled class hours of the grievant or the grievant's representative. Time spent by grievants or their representatives outside their normal schedules in University-called meetings shall not be counted as time worked. Unit members will not lose salary as a result of attendance at meetings called by the University pursuant to this Article.

10. Authority of the Designated University Administrator. The Designated University Administrator at each step of the process has the authority to modify the decision of a Designated University Administrator provided at an earlier step of the grievance process.

B. INFORMAL RESOLUTION

1. Within thirty (30) calendar days after the grievant became aware of the event that is the subject of the grievance, the NSF may discuss the grievance with her or his immediate supervisor. However, if a University representative outside the department initiated the incident or action that gave rise to the grievance, the grievant may discuss the grievance with the Dean, or individual who supervises the person who initiated the action, rather than the immediate supervisor. Informal resolutions, although final, shall not be precedential or inconsistent with this MOU.

2. Within ten (10) calendar days of the informal discussion, the individual with whom the grievant discussed the grievance pursuant to B.1., above, shall provide the grievant with an oral response.

3. If the grievance is not resolved through informal discussion, or if the grievant does not seek remedy through informal resolution, the NSF may seek review as set forth in Section C., below.

4. Attempts at informal resolution do not extend the forty-five (45) calendar day time limit to file at Step 1 unless an extension of the time limit has been agreed to as set forth in Section A.8.

C. STEP 1 – FORMAL GRIEVANCE PROCEDURE

1. Consistent with the provisions of this MOU, a grievant or the UC-AFT may file a written grievance as set forth below.

   a. A written grievance must be filed with the campus designated Grievance Officer listed in Appendix A on the grievance form agreed to by the University and UC-AFT.

   b. Time limits for initial filing:

1) Grievances must be filed within forty-five (45) calendar days from the date on which the NSF or the UC-AFT knew or could have been expected to know of the event or action which gave rise to the grievance, or within fifteen (15) calendar days after the date of the NSF's separation from University employment, whichever occurs first. Any grievance which is filed out of compliance with the time limits provided in this Section, is considered withdrawn by the grievant and/or UC-AFT, as applicable.

2) The grievant or the UC-AFT may file a written grievance by facsimile transmission to the campus designated grievance officer. However, for the University to accept the facsimile filing as timely, the University must receive an original signed hard copy of the grievance within five (5) business days of the facsimile transmission date. The date and time registered by the University's facsimile machine shall constitute the official date of receipt by facsimile transmittal. If the registered date on the facsimile falls outside the campus' business hours, the following business day shall constitute the official date of receipt.

3) Attempts at informal resolution do not extend the time limits for initial filing, unless the grievant, or the grievant's representative if any, and the University have agreed to such extension in writing.

c. A valid written grievance must contain the following information:

1) the specific Article or section of the MOU alleged to have been violated;

2) the date(s) and nature of the action grieved and how it violated the above described provision of the MOU;

3) how the NSF was adversely affected; and

4) the remedy requested.

If the University determines such grievance ineligible for processing, the UC-AFT may file a grievance over the University's decision, in accordance with the provisions of this Article.

2. Within ten (10) calendar days of receiving the written grievance, the University shall schedule a review between the grievant and her/his representative if any, and the designated campus representative.

a. The University shall provide a written response at the review or within ten (10) calendar days of the review. Resolution at this step, although final, shall not be precedential or inconsistent with this MOU.

b. If the grievance is not resolved, the grievant may seek further review in the manner described below in Section D.

3. Step 1, except for the written filing of the grievance in accordance with Section C.1. b) and c), may be waived by agreement of the parties.

D. STEP 2

1. If the grievance has not been resolved at Step 1, the grievant or the grievant's representative may submit a written request to the campus designated grievance officer for a Step 2 review. Such request must be made within fifteen (15) calendar days from the date of the University's written response at Step 1, or if no University answer was issued, within fifteen (15) calendar days from the date the Step 1 response was due.

2. If either the grievant or the grievant's representative or the grievance officer requests a meeting to discuss the merits of the grievance, one shall be conducted within fifteen (15) calendar days of the request for the Step 2 review. If a meeting occurs, the grievant and/or the grievant's representative may be present. Also, the grievant or the grievant's representative shall be able to bring people to the meeting who have information to present about the grievance. With the agreement of the parties, each party may bring one observer to the meeting.

3. The grievant and/or the grievant's representative must present all known evidence and contentions relevant to the grievance at this Step 2 review. Contentions not made known by the parties at this time are not subsequently admissible.

4. A campus administrator with the authority to modify the decision of the University representative at the previous step shall participate in the meetings and University response on appealed grievances.

5. Notice to the grievant of the University's Step 2 decision will be as set forth below.

   a. For grievances where the UC-AFT represents the grievant:

      1) If no Step 2 meeting is requested, the University shall mail the written decision to the grievant and/or the grievant's representative within fifteen (15) calendar days following the date of receipt of the request for a Step 2 review.

      2) If a meeting is requested, the University shall mail the written decision to the grievant and/or the grievant's representative within fifteen (15) calendar days following the meeting.

      The University's decision shall become final within forty-five (45) calendar days following the mailing, unless within that time, the UC-AFT has appealed the decision to Step 3.

   b. For grievances where the UC-AFT does not represent the grievant:

      1) If no Step 2 meeting is requested, the University shall mail a copy of the grievance and proposed resolution to the UC-AFT within fifteen (15) calendar days following the date of receipt of a request for a Step 2 review. The University decision shall address the issues raised in the written grievance, and shall present the facts known to the University related to the issues alleged in the grievance. If the UC-AFT requested a Step 2 meeting, the University shall mail a copy of the grievance and proposed resolution to the UC-AFT within fifteen (15) calendar days following the meeting.

      2) The UC-AFT shall be given ten (10) calendar days from the date of issuance of such copy to comment in writing on the proposed resolution.

3) The University shall not implement the proposed resolution of the grievance until timely receipt and review of the UC-AFT's written comments, if any.

4) Following receipt of the UC-AFT's comments or ten (10) calendar days from date of issuance, whichever occurs first, the University will mail its decision to the grievant and/or the grievant's representative and will mail a copy to the UC-AFT.

5) The decision of the University shall become final, so long as the decision is not inconsistent with the terms of this Agreement, within forty-five (45) calendar days of the mailing of the decision to the grievant and/or the grievant's representative, unless within that time, the UC-AFT has appealed the decision to Step 3.

E. STEP 3 – APPEAL TO OFFICE OF THE PRESIDENT

1. Grievances that are not satisfactorily resolved at Step 2 may be appealed to Step 3. The appeal must be filed with the Executive Director of Labor Relations Operations in the Office of the President within fifteen (15) calendar days of the date the University's Step 2 written decision was issued or, if no University answer was issued, within fifteen (15) calendar days of the date the Step 2 decision was due.

   a. The Step 3 appeal shall identify all unresolved issues, alleged violations, and remedies, and shall be signed and dated by the grievant or her/his representative.

   b. The subject of the grievance as stated at Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.

2. The Labor Relations office in the Office of the President shall issue the University's written decision to a Step 3 appeal within thirty (30) calendar days of the receipt of the appeal. The decision will be issued to the grievant when self-represented, or to her/his representative.

F. APPEALS TO ARBITRATION

If an Appeal to Arbitration is not received by the Office of Labor Relations at the Office of the President within forty-five (45) calendar days of the issuance of the University's Step 2 answer, or the University's Step 3 answer if the grievance is appealed to Step 3, the grievance shall be considered resolved on the basis of the University's final response.

G. Nothing in this Article or MOU prohibits informal meetings at any step of the grievance procedure upon agreement of the parties. Except by mutual agreement pursuant to A.8., such meetings do not extend the timeframes outlined in this Article.