



	<i>Effective Date:</i> 09-24-04	<i>Section:</i> 3
	<i>Policy Number:</i> 3.600	<i>Page:</i> 1
<i>Subject:</i> Resolution of Grievances and Disputes Procedures		<i>Responsible Department:</i> Academic Affairs

POLICY: In an effort to address and resolve faculty concerns, the University will maintain a formal grievance procedure for all contracted faculty members, regardless of rank or tenure (adjunct faculty are not entitled to grievance proceedings). Grievances will receive prompt consideration.

DEFINITIONS: Grievance: A grievance is defined as a complaint against a decision or action by the University (any administrative unit, office, standing committee, or individual) alleging violation, misapplication, misinterpretation of federal or state law, or provisions set forth in the *California Baptist University Employee Manual* with respect to contract, salary, benefits, workload, working conditions, academic freedom, promotion in rank, advancement within rank, tenure, merit pay, re-appointment, non-renewal, termination, discipline, or other employment-related matters.

Grievant: The term used to refer to the faculty member who alleges a violation, misapplication, misinterpretation of federal or state law, or provisions set forth in the *California Baptist University Employee Manual*.

Respondent: The term used to refer to the person, persons, or body to whom the grievant is directing the complaint.

PROCEDURE:

The following steps shall be taken in the order outlined. At any point in the process the grievance may be resolved by mutual agreement of the parties involved, and the process may be halted without completing additional steps. It is recommended that the University's legal counsel be consulted at each level.

Level 1: Department Chair or School Dean

It is the University's philosophy that grievances are best handled at the department or school level as this fosters better communication between the faculty member and the chair or dean. Accordingly, a faculty member must inform the department chair or dean (in writing) of the incident or matter giving rise to the grievance within fourteen (14) working days of the incident. The department chair or dean will work to resolve the grievance on this level. The department chair or dean will respond in writing to the faculty member within five (5) working days of receipt of the grievance.

Level 2: Provost

If the grievance is not resolved at the department or school level, the faculty member must submit the grievance in writing to the Provost. This must be done within five working days after receiving the written response from the department chair or dean. The Provost will make a ruling within five working days of the date the grievance is received. A copy of the written response will be sent to the department chair or dean, and a copy will be placed in the faculty member's personnel file, all by the Provost, who will do so within five (5) working days of the date the grievance is received.

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Level 3: Faculty Appeals Committee

If the faculty member is not satisfied with the decision of the Provost, he/she must submit the grievance to the Faculty Senate President within five (5) working days after receiving the Provost’s response. The President of the Faculty Senate will convene the Faculty Appeals Committee to hear the grievance within fourteen (14) working days. The Committee shall consist of five tenured faculty members and two alternates, also tenured (3.709). The Committee must reach a decision within thirty (30) working days and make a recommendation to the President. If additional time is required for purposes of fact-finding, the grievant, respondent, appropriate dean or department chair, and Provost will be notified in writing. A copy of the recommendation of the Faculty Appeals Committee will be sent to the faculty member, the President, the Provost, and the department chair or dean.

Level 4: President

The President will receive written notice of the recommendation of the Faculty Appeals Committee, and will indicate in writing his acceptance or rejection of the recommendation of the Faculty Appeals Committee within fourteen (14) working days of issuance by the Committee. If the President accepts the recommendation of the Faculty Appeals Committee, this will be the final and binding decision of the University on the matter. If the President rejects the recommendation of the Faculty Appeals Committee, the grievant or respondent may elect to proceed to Level 5.

Level 5: Board of Trustees

In the event that the President rejects the recommendation of the Faculty Appeals Committee, and the grievance is not resolved at the preceding levels, the grievant or respondent may appeal the decision to the chair of the Board of Trustees in writing within fourteen (14) working days of issuance of the President’s written notice of rejection of the recommendation of the Faculty Appeals Committee. The chair of the Board of Trustees will appoint a five-member review panel of Trustees who shall receive a full record of the case, and shall grant opportunity for oral and/or written argument by the principal parties. Both the grievant and respondent will have the option of being present during oral arguments, and copies of written arguments will be provided to principal parties. The panel will establish procedural guidelines and time limits. The review panel will submit a written decision to the chair of the Board of Trustees, the President, the grievant and the respondent within twenty-one (21) days of the hearing. The decision of the review panel will be reported to the full Board at the next regularly scheduled meeting. The decision of the Trustees’ review panel will be the final and binding ruling by the University on the matter.

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Level 6: Binding Arbitration

In the event that the grievant wishes to pursue further action after the decision of the Trustees has been made, or in the event there is a dispute between contracted faculty members regardless of rank or tenure and California Baptist University which is not, or which the faculty member argues is not, covered by this grievance procedure, such shall be resolved by way of binding arbitration. California Baptist University believes that in the event the grievance procedure does not result in what the grievant believes is a fair resolution of the matter, and/or in situations where California Baptist University faculty members feel that their issues are outside of the grievance procedure, that such disputes are best resolved informally in a fast, fair, and binding fashion without incurring costly and/or time-consuming litigation. To this extent, both California Baptist University and the faculty member agree to binding arbitration under the following terms and conditions in the event of a dispute as set forth above between California Baptist University and the faculty member.

- A. This matter will be submitted to binding arbitration. The arbitrator must be neutral and impartial and be selected by mutual agreement of the faculty member and California Baptist University. If the parties fail to reach an agreement within seven (7) working days after submission of the dispute to arbitration, the employee will request a list of seven (7) arbitrators from the American Arbitration Association. If the parties fail to reach an agreement on the arbitrator from that list, within three (3) working days, the faculty member and California Baptist University, or its designee, will alternatively take turns striking names from that list until there is only one name remaining and that remaining person will be the arbitrator authorized by the parties to hear and decide the grievance. The cost of arbitration, to the extent any such costs exceed the typical cost of litigation (e.g., filing fees, motion fees, etc.) shall be paid solely by California Baptist University.
- B. There shall be no limitation of remedies through this process, in that the faculty member will be entitled to all remedies available as if the faculty member had gone through a normal civil court proceeding.
- C. The parties agree that through this process they shall be permitted to conduct adequate discovery so as to make sure that the faculty member is not in any manner biased or prejudiced by way of utilizing this process. The discovery proceedings and policies established by the American Arbitration Association shall be utilized unless the arbitrator determines that to follow such procedures would be unfair or unreasonable towards the faculty member.
- D. The arbitrator's award shall be prepared in writing.
- E. Above all, the parties agree that the arbitrator shall have the authority and power to do whatever else is necessary so as to make the process fair to the employee.

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CONDITIONS:

1. The time limits in the grievance procedure will be strictly enforced. Failure of a University representative to meet a time limit will be viewed as denial of the grievance, and the faculty member may proceed to the next step. Failure of a faculty member to meet a time limit in the grievance procedure will result in waiver of the right to proceed further.
2. Only in exceptional circumstances will the time frames in handling grievances not be followed. If circumstances require additional time to investigate the situation and come to a resolution, all parties involved will be notified and agree upon an extension prior to the fifth working day.
3. A faculty member filing a grievance in good faith will not be discriminated or retaliated against for utilizing the grievance procedure.