## ARTICLE XXII

GRIEVANCE AND ARBITRATION PROCEDURE

1. Purpose

The purpose of the Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances as defined herein.

1. Definition

A grievance is an allegation by the AAUP that there has been a breach, misinterpretation, or improper application of the terms of this Agreement. Except as set forth in Section E, the grievance procedure provided for herein shall not include any complaints relating to appointments, reappointment (except as specifically set forth in Article XVI), annual evaluations, academic governance (except as specifically set forth in Article XIII), promotion and tenure, provided, however, that the AAUP may file a complaint in the areas mentioned previously, solely on the basis that due process under the procedures set forth elsewhere herein with regard to appointment, reappointment, annual evaluations, academic governance, promotion and tenure, has not been followed. Such procedural complaint shall not be filed until the grievant has exhausted such appeals procedures as are provided for herein. In such cases, the arbitrator's jurisdiction shall be limited to a determination, including appropriate remedies, as to whether the procedures called for herein have been adhered to so that due process as required under this Agreement shall not be violated. In the case of academic governance, questions as to whether a matter is within the scope of jurisdiction of an Academic Policy Committee are arbitral hereunder.

1. Grievance Procedure

Where special procedures relating to arbitration have been provided for elsewhere in this Agreement, they shall apply. Otherwise, the following procedure shall apply. Grievances may be filed by the AAUP on behalf of any member or group of members of the bargaining unit. A written grievance by the AAUP must be filed in duplicate with the dean or the associate dean of the respective college, the Provost or the Associate Provost, or, in the case of the libraries and Athletic Department, with the Dean of University Libraries or the Director of Athletics, within thirty (30) calendar days after the event or state of facts giving rise to the grievance becomes known to the grieving party. However, in all cases, including adjunct faculty out of contract, the initiation of a grievance must be filed within ninety (90) calendar days after the occurrence of the facts upon which it is based.

* 1. Step One

The grievance must be stated, in writing, setting forth the basis therefor and the relief requested. A meeting regarding the grievance will be held within fourteen (14) calendar days from the date of filing of the grievance, between the bargaining unit member or members involved and a representative of the AAUP, and a representative designated by the University from the affected college, library, or athletic staff. A decision shall be rendered in seven (7) days and the AAUP shall have seven (7) days thereafter to appeal to Step 2.

* 1. Step Two

If the response to Step 1 does not resolve the grievance, it may be appealed at the second step to the Provost, or his/her designee, by the AAUP within seven (7) calendar days after the Step 1 decision has been rendered, and the Step 2 meeting shall be held within seven (7) calendar days after written notice of appeal from Step 1 has been delivered. The meeting at the second step of the grievance procedure shall include the Provost of the University, the dean or his/her designee, and such other representatives for the University as the Provost may designate, and representatives of the AAUP. It may include the bargaining unit member(s) involved. A decision shall be rendered within fourteen (14) calendar days after the Step 2 meeting.

* 1. Step Three

If the grievance is not resolved at Step 2, then within thirty (30) calendar days after the determination reached at Step 2, the AAUP may request arbitration. The parties shall bear equally the costs of such arbitration; however, each party shall bear its own costs for counsel fees, witness fees, and transcripts, if any. There shall be no outside arbitration with regard to issues arising in connection with appointment, reappointment, annual evaluation, academic governance, promotion and tenure, except as provided in Section B alleging violation of the procedural requirements assuring due process as set forth under the appropriate sections of this Agreement or as provided in Section D or as provided in Articles XIII and XV.

By mutual consent of the AAUP and the University, in writing, any one or all of the steps provided for herein (except Step 3) may be waived, and the grievance may be submitted directly to arbitration in accordance with Step 3.

The decision of the arbitrator shall be final and binding on the parties. However, the arbitrator may not alter, modify, add to, or change the terms of this Agreement.

Arbitration hearings may be held on the Rider University campus or another mutually agreed-upon site and shall be administered under the Labor Arbitration Rules of the American Arbitration Association.

Arbitrators shall be chosen from the following list, which has been agreed upon by the parties:

Margaret Brogan

Scott Buchheit

James Mastriani

Gerard Restaino

Alan Symonette

Jeffrey Tenner

Bonnie Siber Weinstock

Joel Weisblatt

Grievances processed to arbitration shall be assigned to the listed arbitrators sequentially for each successive arbitration during this Agreement and successor Agreements. However, in the event the arbitrator who is next in line to hear a case cannot provide a hearing date within sixty (60) days of the request, the next named individual shall be contracted for a hearing date, unless this time limitation is waived by the parties. In the event that both parties agree that a grievance is of such a nature that time is of the essence, the arbitrator from the list who can provide the earliest hearing date shall be selected.

The calendar day limitations in Steps 1 through 3 shall be suspended during scheduled University vacations and holidays and during the summer session or upon mutual agreement by both parties. The time limitations during these periods shall be agreed upon in writing by the Chief Grievance Officer of the AAUP or his/her designee and the Provost or his/her designee within ten (10) days of the filing of the grievance by the AAUP.

1. Expedited Arbitration

In the event the AAUP alleges in good faith a violation of Article XXIII (No Strike; No Lockout) or if in good faith the AAUP alleges immediate irreparable injury to its interests, the AAUP may unilaterally waive Steps 1 and 2 and proceed immediately to expedited arbitration. The parties shall cooperate in scheduling a hearing date for such expedited arbitration as soon as may be practicable. Under such circumstances, the arbitrator shall have the same powers and constraints as otherwise specified in the Agreement, but shall issue an oral decision before the written award.

In the event a matter is submitted for expedited arbitration, the University agrees not to implement the intended action or to cease and desist any ongoing action that is under challenge for forty-five (45) days. Notwithstanding the foregoing, the University may proceed immediately to implement actions concerning dismissal or suspension of a bargaining unit member if the University has compelling concerns about his/her ability to maintain minimal order in the classroom or there is reason to believe that the bargaining unit member poses a substantial danger to the University or the community. In such cases, the AAUP shall be notified as soon as the University initiates dismissal or suspension procedures so as to meet and discuss the matter.

1. Application of Grievance Procedure

It is understood and agreed that the AAUP may utilize the full grievance procedure provided for herein with respect to action by the Board of Trustees that the AAUP claims is violative of the requirement that the Board of Trustees not, without written substantive basis, substitute its judgment on the professional expertise of the candidate for properly documented judgments submitted to the Board of Trustees in connection with Promotion and Tenure pursuant to Article VIII. However, no such grievance may be filed on the basis that any recommending body has substituted its judgment on the professional expertise of the candidate on the grounds of inadequate departmental documentation for the judgment of another body. No such grievance may be filed in the event of denial of promotion and/or tenure unless the bargaining unit member in question has completed an appeal to the Trustees Appeals Committee.

In the event of such a grievance, the arbitrator's authority shall, in all events, be limited with respect to a remedy to remanding the matter to the Board of Trustees for redetermination. In no event may an arbitrator direct the granting of tenure or the awarding of a promotion. In the case of a grievance to the effect that a dean has failed to meet a deadline set by Article VII(A), the arbitrator shall not have the power to include in her/his award either the creation or approval of a new line or approval or initiation of a search.