

**THE COMMUNITY COLLEGE OF BALTIMORE COUNTY
GRIEVANCE PROCEDURE FOR FACULTY AND NON-CLASSIFIED
ADMINISTRATORS**

1. PURPOSE. The Professional Affairs Council of The Community College of Baltimore County is in the process of drafting a system wide faculty grievance procedure. Each CCBC campus, however, has had its own grievance procedure for faculty and non – classified administrators. The existence of three separate procedures creates an inequity for CCBC faculty and administrators, as well as exposes the College to greater liability. Therefore, the Chancellor has directed the Cabinet to adopt a temporary grievance procedure for faculty members and non - classified administrators, on all three campuses. This Procedure will remain in effect until the Permanent Procedure is formally adopted.

In the event of a conflict between the policies contained in the Policy Manual of The Board of Trustees of the Community College of Baltimore County (the “Policy Manual”) and this Procedure, the Policy Manual will control.

2. DEFINITIONS.

- 2.1 “Administrator” means an employee whose primary responsibilities are administrative in nature. "Administrator" does not include supervisors who are classified staff.
- 2.2 “Appointing Authority” means the individual or group of individuals who appoint or elect a Representative.
- 2.3 “Business Day” means any day the College is officially open for business.
- 2.4 “CCBC” or the “College” means The Community College of Baltimore County, including, but not limited to the Catonsville, Dundalk and Essex campuses; Continuing Education and all of its locations, all off-campus centers and the systems office.
- 2.5 “Equity Officer” means the Director of Institutional Equity and Organizational Development for the College.
- 2.6 “Faculty Member” means an individual who has, in effect, a full-time faculty contract with CCBC. "Faculty Member" does not include individuals with adjunct faculty contracts.
- 2.7 “Grievant” means a Faculty Member or an Administrator. A CLASSIFIED STAFF MEMBER IS NOT AN ELIGIBLE GRIEVANT UNDER THIS PROCEDURE. Classified staff is subject to the grievance procedure

contained in the CCBC Classified Manual AFSCME or CWA Agreements, whichever is appropriate.

- 2.8 “Grievance” means a written petition from a Grievant that:
- (a) - describes a violation, misinterpretation, or inequitable application of written rules, procedures, policies or orders that govern the work-related behavior of the Grievant; or
 - (b) relates to a recommendation involving processes of tenure, promotion, discharge for cause, non-renewal of contract, or the performance evaluation process.
 - (c) A decision unfavorable to an applicant is not, in itself, a basis for grievance.
 - (d) The process is applicable to grievable events filed under this procedure within a period not to exceed 12 months from the date of occurrence.
- 2.9 “Hearing” means a hearing in front of the Committee. This is an administrative procedure and thus, legal representation for the parties is not allowed.
- 2.10 “CCBC Grievance Committee” or the “Committee” means the grievance committee appointed in accordance with Section 3 of this Procedure.
- 2.11 “Permanent Procedure” means the grievance procedure for Faculty Members and Administrators submitted by the Professional Affairs Committee for adoption by the Cabinet.
- 2.12 “Procedure” means this faculty grievance procedure. This Procedure DOES NOT apply to allegations of discrimination and sexual harassment, which are to be directed to the Director of Human Relations on each campus.
- 2.13 “Professional Affairs Council” means the council created under the shared governance model to study employment related issues.
- 2.14 “Receipt Date” means the Business Day on which the Equity Officer receives the Grievance.
- 2.15 “Representative” means a member of the Committee selected in accordance with the procedure set forth in Section 3 of this Procedure.

3. SELECTION OF THE GRIEVANCE COMMITTEE.

3.1 The Committee shall be comprised of a total of eight (8) members, to be selected as follows:

3.1.1 One (1) representative from each CCBC campus, appointed by the President of each campus (the “Campus Representative(s)”).

3.1.2 One (1) representative from each CCBC campus elected by the Faculty Members on each campus (the “Faculty Representative(s)”).

3.1.3 One (1) member appointed by the Vice Chancellor for Learning and Student Development (the “LSD Representative”).

3.1.4 One (1) member appointed by the Executive Director of Human Resources (the “HR Representative”).

3.2 Term of Appointment.

3.2.1 Each Representative shall serve for: (a) one (1) year from the date of his/her appointment, or (b) the formal adoption of the Permanent Procedure, whichever occurs first.

3.2.2 Each Representative may be re-appointed for an additional term of: (a) one (1) year from the date of reappointment, or (b) the formal adoption of the Permanent Procedure, whichever occurs first.

3.2.3 No Representative may serve for more than two terms, including the term of any vacancy the Representative was selected to fill.

3.3 Chair of the Committee. By majority vote, the members of the Committee shall elect a chair. The Chair shall serve in that capacity until the end of his/her term unless removed as by (a) majority vote of the Representatives, or (b) the Chair’s Appointing Authority in accordance with Section 4, below. An individual removed as Chair may remain on the Committee as a Representative unless removed in accordance with Section 4, below.

4. RESIGNATION AND REMOVAL.

4.1 The Appointing Authority of a Representative may remove the Representative, upon thirty (30) Business Days prior written notice, if, in the reasonable discretion of the Appointing Authority, the continued service of that Representative would be detrimental to the operation of the Committee or the other responsibilities of the Representative make it difficult for the Representative to be an effective member of the Committee.

- 4.2 A Representative may request or the Representative's Appointing Authority may require that the Representative not participate in a hearing due to a conflict of interest related to the Grievant or the Grievance. In such case, the Appointing Authority shall select a temporary Representative – to participate in the Hearing. - The temporary Representative shall step down from the Committee, once the Hearing is concluded and the Committee has rendered its decision.
- 4.3 Any member of the Committee may resign upon thirty (30) Business Days prior written notice to the Chair of the Committee and to the Representative's Appointing Authority.
- 4.4 The Chancellor, exercising reasonable discretion, shall have the right to remove any member of the Committee immediately for immorality, dishonesty, misconduct, or willful neglect of duty.
- 5 VACANCY. In the event a vacancy arises on the Committee, the Appointing Authority for that Representative shall appoint or elect a new Representative to - complete the term of the vacant position.
- 6 OPERATING PROCEDURES.
- 6.1 Operation of the Committee.
- 6.1.1. A quorum shall consist of the Chair (or the temporary chair, as described below) and four (4) of the seven (7) Representatives. The Chair shall make a reasonable effort to attend all Hearings. In the event, however, the Chair is unable to attend a Hearing, the Chair may designate, in writing, a temporary chair. Hearings and other formal business of the Committee can be conducted only when a quorum is present.
- 6.1.2. The Chair, as well as each other Representative shall have one vote. A majority vote of a quorum is required to pass any measure, except with respect to the election of the Chair, which is set forth in subsection 3.3 above.
- 6.2 Filing a Grievance.
- 6.2.2 A Grievant shall submit his/her Grievance to the Equity Officer.
- 6.2.3 Within seven (7) Business Days of the Receipt Date, the Equity Officer shall send a copy of the Grievance to Chair of the Committee and the Grievant's immediate supervisor, or if the Grievance involves the immediate supervisor to the supervising Dean.

- 6.2.4 Within fourteen (14) Business Days of the Receipt Date, the Equity Officer shall schedule a mediation with the Grievant and the Grievant's immediate supervisor and the Grievant's second level supervisor to attempt to resolve the Grievance. The Director of Human Relations for the campus – at issue shall act as mediator unless another individual is agreed upon, in writing, by the Equity Officer and the Grievant. The Equity Officer shall send the Chair written notice of the meeting and its outcome within seven (7) Business Days of the meeting.
- 6.2.5 If the Grievance is not resolved under the process - set forth above, the Chair shall schedule a Hearing within twenty-one (21) Business Days of the Chair's receipt of the written notice from the Equity Officer. Electronic recording of the hearing is not permitted. Grievants can bring a representative from the CCBC community to take notes. Prior to the date of the Hearing, the Chair and the Grievant shall agree, in writing, on the grievant's witnesses who will be called and the duration of the Hearing. At the Hearing, the Grievant may bring any new documentation the Grievant may acquire. The Committee, in its reasonable discretion, may call additional witnesses.
- 6.2.6 The Committee, through the Chair, shall deliver its decision, in writing, to the grievant, within twenty-one (21) Business Days of the conclusion of the Hearing.
- 6.2.7 The Equity Officer, the Chair and the Grievant may agree - to reasonable extensions of the time periods set forth in this Procedure. In addition, the Chair, in the sole discretion of the Chair, may postpone the Hearing for a Grievance that occurs at the end of the fall or spring semester or at any time during the summer session to the beginning of the next semester.

FINAL APPEAL. The Grievant may submit a final written appeal to the President of the campus at issue or the Vice Chancellor of Learning and Student Development if the Grievant reports directly to the Campus President or is an administrator in the System Office. This written appeal must be filed within thirty (30) Business Days of the Grievant's receipt of the written decision of the Committee. The President or the Vice Chancellor (in the case of a System Office Administrator) shall have thirty (30) Business Days from their receipt of the written appeal to render a decision. The President or the Vice Chancellor may rely on the record at the Hearing as well as conduct any further inquiry the President or the Vice Chancellor deems appropriate. The appeal to the President or the Vice Chancellor represents the final appeal in the process.