

3359-22-04 Contract professional grievance committee.

(A) Membership.

(1) Composition and Eligibility.

- (a) ~~The contract professional grievance committee "CPGC" shall be comprised of seven members of the contract professionals at the university of Akron. Three of the members shall be elected by the contract professionals. Three of the members shall be appointed by the president. One shall be selected by the other six members. who have current membership on the contract professional advisory committee ("CPAC") ref: 3359-22-03. "CPGC" will retain the right to appoint one (1) additional member from all campus full-time contract professionals to hear the grievance. Such appointee will be given a vote on the findings and remove themselves from the committee once the findings have reached a decision. A minimum of five (5) members of the grievance committee (including additional appointees) is required to hear a grievance.~~
- (b) ~~No more than two members of the contract professionals reporting to the same vice president, or other chief administrative officer reporting directly to the president, may serve on the committee simultaneously, unless such would occur as the result of the administrative reassignment of a member during an elected or appointed term. Every attempt should be made by "CPAC" to make membership on "CPGC" a cross-representation of campus academic and administrative units, avoiding significant representation from any given unit.~~
- (c) No member may serve more than two consecutive full terms.

(2) Terms of Office.

- (a) ~~For the initial term of office, the president shall appoint three "CPGC" members, one for a two-year term, two for one-year terms; and the contract professionals shall elect~~

~~three members, one for a one year term, two for two year terms. Term of office shall be "CPAC" appointment for one year and run simultaneously with "CPAC" membership and the university of Akron fiscal year.~~

~~(b) — Thereafter, those members of the "CPGC" elected by the contract professionals, and those members of the "CPGC" appointed by the president shall serve two year terms. The member selected by the committee shall serve a one year term. Membership on the "CPGC" shall run concurrently with the fiscal year.~~

(3) Election/Appointment.

(a) ~~The "CPGC" shall establish election procedures and conduct an annual election by June 10 of each year. Such procedures shall provide for a call for nominations from the contract professionals, which shall be sent at least three weeks prior to the elections. Each contract professional may submit for nomination the name of one contract professional, providing that persons cannot submit their own names, and the nominees agree to serve if elected. "CPGC" members (7) are appointed from current "CPAC" membership at the annual meeting. The appointed members of "CPGC" shall meet following the annual meeting and elect a chair from its membership as soon as possible after the commencement of new terms. The chair shall serve for one year and may serve no more than two successive terms in this capacity.~~

~~(b) — Ballots shall carry the name of all eligible persons who have been proposed for nomination. The person or persons receiving the largest number of votes shall fill the open position(s) in decreasing order of those votes, provided those persons are otherwise eligible in accordance with composition and eligibility requirements for membership on the "CPGC". Only contract professionals are eligible to participate in the election. The election process shall be supervised by an impartial referee, who will count the ballots and turn them and the results over to the "CPGC".~~

- ~~(c) Immediately following the election, the "CPGC" will certify to the president the new composition of the elected members of the committee. They will indicate to the president the status of the appointed members and the number to be appointed by the president by July 1.~~
- ~~(d) Immediately following this, and no sooner than July 1, the six members of the "CPGC" shall meet and select a seventh member of their choice from among the contract professionals.~~
- ~~(e) The members of the "CPGC" shall meet and elect a chair and vice chair from among the seven members as soon as possible after the commencement of new terms. The chair and vice chair shall serve for one year and may serve no more than two successive terms in this capacity.~~

(4) Vacancies.

(a) Should a vacancy occur, the "CPGC" shall immediately use the appropriate course of action to ~~elect~~, appoint, or select a replacement from within the "CPAC" membership; ~~however~~, should the vacancy occur within two months prior to the normal ~~installation~~ appointment process, the "CPGC" may choose to leave the post vacant for that period. The person ~~installed~~ appointed will serve out the remaining term.

~~(5)~~ (b) Removal from membership/office. Any member of the "CPGC" may be removed from membership/office for cause, (i.e., nonattendance at "CPGC" meetings, failure to carry out an assigned role in a grievance procedure before the "CPGC," indiscretion in the conduct of "CPGC" duties, or violation of confidentiality. Removal from membership/office shall occur upon vote by the "CPGC." Five votes are required to carry a removal. In the event of a removal from membership/office, a new member/officer shall then be elected by the "CPGC" to complete the term of office.

(B) Duties and Responsibilities.

- (1) Membership on the "CPGC" is a ~~right~~, privilege, and responsibility of members of the contract professionals ("CPAC"). Every effort will be made in the members' organizational units to adjust schedules or otherwise flexibly accommodate any disruptions caused by that person's membership.
- (2) ~~Confidentiality shall be maintained at all times with regard to matters brought before the "CPGC"~~. No member of the "CPGC" shall discuss matters presently before the "CPGC", or matters which have been previously brought before the "CPGC", except as necessary in the discharge of the "CPGC" responsibilities and functions. No member of the "CPGC" shall speak for the committee nor release written material, except as provided by the grievance procedure.
- (3) Members of the "CPGC" should exclude themselves from ~~deliberation when conflicts of interest exist~~ any participation in which a conflict of interest may exist or where unforeseen circumstances exist that may cause a significant conflict. If they do not exclude themselves, the "CPGC" at its discretion may exclude such members from participating, or void any actions taken by such members, on the basis of its findings of conflicts of interest.
- (4) The chair shall preside over the "CPGC" and shall insure that it functions in accordance with the procedures and standards provided, ref: 3359-22-05. In the absence of the chair, ~~the~~ a vice chair shall may be appointed to serve. The chair shall cause records to be maintained ~~on the activities of the "CPGC"~~ Such records are to be stored in the university archives to insure confidentiality of the findings and recommendations of the "CPGC." Retention and administration of such records are subject to review by the Human Resources Department.
- (5) The "CPGC" shall prepare an annual report each year and ~~submit it to the office of~~ present it as a supplement along with CPAC's annual report to the president. This report shall be comprised of a digest of all grievances which came before the committee and any formal recommendations the "CPGC" wishes to make to the president with regard to the conduct of the committee.

- (6) Meetings of the "CPGC" shall be confidential and closed to the public, except for those persons requested by the "CPGC" to participate in proceedings before the committee.

(C) Operating Procedure.

- (1) The "CPGC" may amend by simple majority vote of the full committee the grievance procedure or any of the provisions of sections ~~a, b, and e~~ 3359-22-04, subject to the approval of the president and board of trustees. Any such amendments must be ~~published in the next release of the University of Akron "Faculty Handbook."~~ forwarded through legal and human resources departments.
- (2) Robert's "Rules of Order" shall be the final authority in determining the process of conducting the affairs of the committee, except as otherwise stated herein.
- (3) At all times, a simple majority of the full committee shall be required to carry a vote, except rules governing removal from membership/office.