



TO: Senate Agenda Committee  
FROM: Faculty Handbook Committee  
DATE: February 25, 2026, updated March 12, 2026  
SUBJECT: Final report for AY 2025-2026 Faculty Handbook Committee

The Faculty Handbook Committee (FHC) held 12 meetings during the 2025-2026 academic year (as of 2/25/2026) to address the specific charges assigned by the Senate Agenda Committee (SAC). Below is a summary of how each charge was addressed, along with corresponding recommendations and/or resolutions, along with a summary of further FHC collaboration and activities.

**CHARGE 1: Work from the 2024-25 Faculty Handbook Committee Final Report recommendations on 2024-25 Charge 3 to update the grievance process sections of the Faculty Handbook to present to the Senate in January 2026. The committee and SAC liaison will work with the Office of the Provost and the Office of General Counsel to turn prior recommendations into granular resolutions that can be implemented. The committee shall also consult with the Senate Agenda Committee on complex grievance situations. Draft resolution language is provided in the 2024-25 FHBC final report. The following grievance process matters are top priorities for revision:**

- **Grievance timeline and faculty member contract status at time of filing (1A)**
- **The role of the grievance committee (1B)**
- **The role, if any, of HR in the grievance process (1C)**
- **The role of the SAC liaison (1D)**
- **Clarify the process for grievances filed against the Provost or a member of the Provost's Office to address conflicts of interest (1E)**

Process: Review of FH, discussion, available information on the grievance procedure at other universities, feedback from the Ombuds Office, feedback from and discussion with SAC liaison.

The current FH section on Full-time faculty Grievance Procedure page:

<https://faculty.northeastern.edu/handbook/governance/full-time-faculty-grievance-procedure/>

**Subcharge 1A (Grievance timeline 1Ai and faculty member contract status at time of filing 1Aii)**

- i. Current Status/Rationale: The Faculty Handbook (FH) timeline for the Full-time Faculty Grievance Procedure is cumbersome, and the section is in need of improved flow and clarity.

Related FH passages:

Full-time Faculty Grievance Procedure (the whole section).

**FHC Recommendation:** The Full-time Faculty Grievance Procedure section of the Faculty Handbook should be split into four distinct subsections with content updated and/or reorganized to improve clarity and flow. The proposed four distinct subsections are as follows:

1. Definitions and Eligibility
2. Grievance Process and Details
3. Typical Grievance Process Timeline

#### 4. Grievance Process Timeline Exceptions

- ii. Current Status/Rationale: The Faculty Handbook does not specifically address how to manage grievances that are submitted when faculty are not on contract (or they are on an approved leave) except for related language that filing a grievance (*Step One*) must still occur within three months after the grievant became aware of the grievable event(s) (2.a.1.) AND that the time limit for filing a grievance may be extended beyond three months with written agreement of the Provost, the grievant, and SAC grievance officer (2.e.1.a.) AND that the time limits for subsequent steps may be extended by mutual agreement if it is difficult to form an ad hoc mediation committee due to time of year (2.e.1.b.) AND that due to the potential difficulty in forming an ad hoc Mediation Committee during summer months, *Step Two and Three* of the Grievance Procedure will normally be suspended during summer terms (2.e.1.c.). A duration of one semester (15 weeks) seems to provide a good faith pause that balances the grievant's need for accommodation when they are unable to participate while keeping the importance of resolving grievance in a timely manner in mind.

##### Related FH passages:

2.a.1. "A grievance must be filed within three months after the faculty member became aware of the grievable event. During this period, the grievant must attempt to resolve the matter informally."

2.e.1.a. "The time limit for filing a grievance as specified in section 2.a may be extended beyond three months with written agreement of the Provost, the grievant and the Senate Agenda Committee grievance officer."

2.e.1.b. "It is important that grievances be processed as rapidly as possible. The number of days indicated at each step shall be considered a maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended by mutual agreement if it is difficult to form an ad hoc mediation committee due to time of year."

2.e.1.c. "Because it is difficult to form an ad hoc Mediation Committee during the summer months, the clock for Steps Two and Three will normally be suspended during summer terms. However, the filing of a grievance under Step One must still occur within three months after the grievant became aware of the grievable event(s)."

**Faculty Handbook Committee Recommendation:** FH should be more explicit about how a faculty grievant's off-contract status or being on an approved leave at the time of filing the grievance affects the timeline. The timeline should proceed as written in the Grievance Procedure unless the faculty grievant is unable to fulfill such a commitment. In such a case, the faculty grievant shall provide a written statement to the Senate Agenda Committee, and the Grievance Procedure should be paused (except for the formation of the *ad hoc* Mediation Committee) and resumed when the faculty grievant is back, but no longer than 15 weeks.

##### **Subcharge 1B (The role of the grievance committee)**

Current Status/Rationale: The *ad hoc* Mediation Committee determines if the grievance falls within the definition of a grievance and/or whether it is insubstantial or frivolous. Throughout the grievance process, the *ad hoc* Mediation Committee serves a neutral, mediation purpose. The committee can suggest ways to resolve the dispute and invite input from all parties that could aid in resolving the conflict; however, it cannot make formal findings with respect to the grievance itself. As such, the role of the *ad hoc* Mediation Committee appears clear. However, there is an opportunity to improve contextual wording for better clarity and flow.

##### Related FH passages:

2.b.2. "The ad hoc Mediation Committee shall be neutral and impartial as it attempts to mediate the dispute. During this phase of the procedure the committee may suggest ways to resolve the dispute, but shall make no formal findings with respect to the grievance other than to determine whether the grievance falls within the definition of a grievance,

and/or whether it is insubstantial or frivolous. The ad hoc Mediation Committee shall conduct the meetings in steps two and three.”

Full-time Faculty Grievance Procedure (the whole section).

**FHC Recommendation:** The role of the *ad hoc* Mediation Committee appears clear. The Grievance Procedure section and its wording associated with the *ad hoc* Mediation Committee should be updated for improved clarity and flow only.

### **Subcharge 1C (The role, if any, of HR in the grievance process)**

Current Status/Rationale: Human Resources Department (HR) involvement in the grievance process is not explicitly mentioned in the FH, but its possibility can be inferred from wording allowing the grievant to “be accompanied by a member of the Northeastern University community” (2.b.3. and 2b.5.) AND the ad hoc grievance committee “may require the attendance of ... and any other persons who might be of aid in resolving the grievance” (2b.3.b and 2.b5.) .... At any meeting where the grievant is present, the grievant may be accompanied by a member of the Northeastern University community (2.b.3.). As such, FH does not exclude the involvement of HR in the grievance proceedings.

#### Related FH passages:

2.b.3. “At any meeting where the grievant is present, the grievant may be accompanied by a member of the Northeastern University community.”

2.b.3.b “As the mediation process continues, if the Committee deems it advisable, it may require the attendance of the person whose action occasioned the grievance and any other persons who might be of aid in resolving the grievance such as the Director of the Office of University Equity and Compliance, or the Director of the Disability Resource Center.”

2.b.5. “If no resolution has been formalized within ten working days of the last Step Two meeting, or if the ad hoc Mediation Committee feels that no resolution is forthcoming, and if the grievant wishes to pursue the grievance, the Chair of the *ad hoc Mediation Committee* shall arrange a meeting with the Provost (or his or her designee), the grievant, and the ad hoc Mediation Committee for the purpose of resolving the grievance. If the ad hoc Mediation Committee considers it advisable, it may request the attendance of the party whose action occasioned the grievance and/or other involved individuals. The grievant may be accompanied by a member of the Northeastern University community.”

**FHC Recommendation:** FH should be inclusive but not limiting in who should be included in the grievance proceedings. The grievant should not be limited to only having one member of the Northeastern University community accompany them. Similarly, the *ad hoc* Mediation Committee should be able to request attendance and/or input by the party whose action occasioned the grievance and/or other involved individuals, who may help resolve the grievance.

### **Subcharge 1D (The role of the SAC liaison)**

Current Status/Rationale: The Senate Agenda Committee liaison is not specifically mentioned in the Full-time Faculty Grievance Procedure of the FH. For clarity purposes, the “grievance coordinator” should be removed to minimize confusion about yet another inherent role for the grievance process vs. suggesting a process at discretion of the Senate Agenda Committee.

#### Related FH passages:

2.a.2. "A formal grievance is filed in writing with the Senate Agenda Committee. The Senate's grievance coordinator will send to the Department Chair (or equivalent), Dean, Provost, and (if not one of these) the person whose action occasioned the grievance."

**Faculty Handbook Committee Recommendation:** FH should include the role of the Senate Agenda Committee Liaison for transparency and clarity purposes. It may be helpful to include it under *Step One: Filing a Grievance*.

### **Subcharge 1E (Clarify the process for grievances filed against the Provost or a member of the Provost's Office to address conflicts of interest)**

Current Status/Rationale: The Faculty Handbook does not specify how to handle grievances against upper administration. When a grievance is filed against the Chancellor, an administrator within the Chancellor's office, the President, or an administrator within the President's office, the existing grievance involving the Provost's role, see below, should be adequate. However, when a grievance is filed against the Provost or an administrator within the Provost's office, the existing procedure is problematic, as the Provost's office is an active participant in the currently stated grievance procedure.

#### Related FH passages:

2.a.2. A formal grievance is filed in writing with the Senate Agenda Committee. The Senate's grievance coordinator will send copies to the Department Chair (or equivalent), Dean, Provost, and (if not one of these) the person whose action occasioned the grievance.

2.a.3. In the formal grievance, the grievant will state the exact nature of the grievance, against whom it is filed, and the remedy sought. At this point they may request resolution through the Early Provostial Review Option.

2.b.5. If no resolution has been formalized within ten working days of the last Step Two meeting, or if the *ad hoc* Mediation Committee feels that no resolution is forthcoming, and if the grievant wishes to pursue the grievance, the Chair of the *ad hoc* Mediation Committee shall arrange a meeting with the Provost (or his or her designee), the grievant, and the *ad hoc* Mediation Committee for the purpose of resolving the grievance.

2.c.1. If the grievant is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within ten working days after the meeting with the Provost (Step Two) or within ten working days of receipt of a proposed resolution formally submitted by the *ad hoc* Mediation Committee to the parties, the grievant may request, in writing, to the Chair of the *ad hoc* Mediation Committee that the grievance be submitted to arbitration.

2.c.2. The Committee shall determine if (a) the claim falls within the definition of a grievance, b) the remaining issues beyond any settlement currently offered by the Provost are neither clearly insubstantial nor frivolous and (c) the remedy sought is within the power of an arbitrator. If these conditions are met, the Committee shall decide in favor of arbitration.

2.d.1. If the grievance is to be arbitrated, the *ad hoc* Mediation Committee will so notify the Provost and the grievant.

2.d.2. Within fifteen calendar days after the notification of the Provost, the Provost (or their designee) shall meet with the grievant for the purpose of explaining the process of filing a demand for arbitration with the American Arbitration Association. At the request of the grievant or the Provost, the *ad hoc* Mediation Committee's Chair may also be present at this meeting.

### And 3. Early Provostial Review Option for Use in Case of Alleged Procedural Violations

***FHC Recommendation:*** When a grievance is filed specifically against the Provost, an administrator within the Provost's Office, or the Office of the Provost, another party must replace the role of the Provost's Office within the typical grievance procedure. If a matter rises to the level of a grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost, then it is the responsibility of the Elected Senators as the representatives of the whole faculty body to officiate the grievance process. The Senate Agenda Committee (SAC) shall serve as the Mediation Committee. A three-member Elected Senator Grievance Subcommittee shall be appointed after a nomination and vote by the Elected Senators. Each Elected Senator Grievance Subcommittee member shall be from a different College, and none shall be from the grievant's College(s). SAC members are not eligible to serve on the Elected Senator Grievance Subcommittee, but they retain voting rights in the nomination process.

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**Resolution: Faculty Handbook Grievance Procedure Process, Timeline, and Exceptions to Timeline and related updates**

WHEREAS The Faculty Handbook's timeline for the Full-time Faculty Grievance Procedure is cumbersome, and the section is in need of improved flow and clarity.

WHEREAS The Faculty Handbook does not specifically address how to manage grievances that are submitted when faculty are not on contract or they are on an approved leave.

WHEREAS The role of the *ad hoc* Mediation Committee appears clear; however, there is an opportunity to improve contextual wording for better clarity and flow.

WHEREAS Human Resources (HR) Department involvement in the grievance process is not explicitly mentioned in the FH, but its possibility can be inferred. FH should be inclusive but not limiting in who should be included in the grievance proceedings, and such an opportunity and support should be offered fairly to both sides.

WHEREAS The Senate Agenda Committee liaison is not specifically mentioned in the Full-time Faculty Grievance Procedure of the FH.

WHEREAS Faculty-related grievances filed specifically against the Provost, an administrator within the Provost's Office, or the Office of the Provost, are infrequent; they may happen, and as such, the FH should have a process in place for such instances, ensuring accountability at all levels of the University.

BE IT RESOLVED THAT The Full-time Faculty Grievance Procedure in the Faculty Handbook should have four distinct subsections: (1) Definitions and Eligibility, (2) Grievance Process and Details, (3) Typical Grievance Process Timeline, and (4) Grievance Process Timeline Exceptions, and shall be updated and amended as follows:

[clean version]

## Full-time<sup>1</sup> Faculty Grievance Procedure<sup>2</sup>

From time to time within the University community, disputes may arise between a faculty member and a department chair (or equivalent), Dean, Provost, or other administrator in which there are allegations of inequitable treatment, violation of academic freedom, or violation of University policy or procedures in some action that affects the faculty member. Administrators should work carefully to avoid such situations and, should they occur, make every effort to resolve them before they become formal grievances. Similarly, faculty should understand that mediating a formal grievance will involve a major investment of their colleagues' time, and should use the procedure only to resolve important issues. When such a dispute arises, it is important that the parties work in good faith to resolve the situation informally, as quickly as possible. The aggrieved faculty member should attempt to meet with the person whose action is the focus of the dispute in order to discuss and resolve the situation. If resolution is not achieved, they should attempt to meet first with the Dean and, if the Dean is unable to resolve the dispute, then with the Provost (or Provost's representative) to make them aware of the situation and discuss paths to resolution. If, after making these attempts at informal resolution, the faculty member is not satisfied, they may proceed formally within the regular grievance procedure, including the option for Early Provostial Review.<sup>3</sup>

### 1. Definitions and Eligibility

#### a. Definition of "Grievance"

A grievance is defined as a complaint by a faculty member that they:

1. had been subject to a violation, misinterpretation or inequitable application of the provisions of the Faculty Handbook or other published University or unit policies or procedures; or
2. had otherwise been treated unfairly or inequitably.

#### b. Eligibility and Applicability

This procedure is available to all full-time faculty. This grievance procedure does not apply with respect to tenure or early tenure decisions, nor does it apply to a Dismissal Proceeding or any final action pursuant to it. If a grievant makes a claim of discriminatory acts prohibited by law or by University policy, the grievance shall first be pursued through the Office of University Equity and Compliance and its procedures. When this has been completed, any aspects of the grievance which remain unresolved may then be brought to the grievance procedure.

### 2. Grievance Process and Details

#### a. *Step One: Filing a Grievance*

1. A formal grievance is filed in writing with the Senate Agenda Committee (SAC). Copies of the grievance will be sent to the Department Chair (or equivalent), Dean, Provost, and (if not one of these) the person whose action occasioned the grievance. SAC may appoint a Senate Agenda Committee member to serve as a Liaison for each grievance. Normally, the SAC Secretary shall serve as the liaison to the grievance committee. Another SAC member shall be appointed as the liaison to the grievance committee when the SAC Secretary is unable to serve in this role, for example, due to a conflict of interest.
2. In a formal grievance, the grievant will state the exact nature of the grievance, against whom it is filed, and the remedy sought. At this point, they may request resolution through the Early Provostial Review Option (see 4.e).
3. When a grievance is filed specifically against the Provost, an administrator within the Provost's Office, or the Office of the Provost, another party must replace the role of the Provost's Office within the typical grievance procedure (see 2.e for the process).

#### b. *Step Two: Mediation by an ad hoc Faculty Committee*

1. The Senate Agenda Committee shall appoint an *ad hoc* Mediation Committee composed of three faculty members, with at least one member from the same faculty category.<sup>4</sup> In appointing this Committee, the Senate Agenda Committee will normally appoint faculty members not involved with the grievant or their department.

2. The *ad hoc* Mediation Committee shall be neutral and impartial as it attempts to mediate the dispute. During this phase of the procedure, the committee may suggest ways to resolve the dispute, but the Committee shall make no formal findings with respect to the grievance other than to determine whether the grievance falls within the definition of a grievance, and/or whether it is insubstantial or frivolous. The *ad hoc* Mediation Committee shall conduct the meetings in *Steps Two and Three*.
  3. At any meeting where the grievant is present, the grievant may be accompanied by a member or members of the Northeastern University community.
  4. After an initial meeting with the grievant, the *ad hoc* Mediation Committee may at any point, by majority vote, determine whether the grievance meets a threshold for mediation: that it is neither insubstantial nor frivolous and falls within the definition of a grievance.
    - i. If the Committee rules that the entire grievance does not meet this threshold, it shall so inform the grievant, the other relevant parties, the Provost (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), and the Senate Agenda Committee.
    - ii. If the Committee rules that only some of the issues raised in the grievance do not meet this threshold, it shall so inform the grievant, the other relevant parties, the Provost (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), and the Senate Agenda Committee, also stipulating the issues which remain to be mediated. In this circumstance, mediation will proceed with respect to the remaining issues. Neither mediation nor arbitration will remain available for the issues deemed non-grievable.
  5. As the mediation process continues, if the Committee deems it advisable, it may require the attendance of the person whose action occasioned the grievance and any other persons who might be of aid in resolving the grievance, including but not limited to the Director of the Office for University Equity and Compliance, or the Director of the Disability Resource Center.
  6. If mediation is unsuccessful without the participation of the Dean, the Committee may require the attendance of the Dean for at least one meeting to attempt to reach a resolution.
  7. If the grievant wishes to pursue the grievance at the end of *Step Two*, the Chair of the *ad hoc* Mediation Committee shall arrange a meeting with the Provost or their designee (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), the grievant, and the *ad hoc* Mediation Committee for the purpose of resolving the grievance. If the *ad hoc* Mediation Committee considers it advisable, it may request the attendance of and/or input by the party whose action occasioned the grievance and/or other involved individuals, who may help resolve the grievance. The grievant may be accompanied by a member or members of the Northeastern University community.
  8. If, after this meeting, no resolution has yet been reached, the *ad hoc* Mediation Committee may submit to the parties a proposed resolution to the grievance.
  9. Unless the grievance has been resolved, withdrawn or otherwise terminated, the *ad hoc* Mediation Committee shall make no formal findings or report before the end of *Step Two*.
- c. *Step Three: Request for Arbitration*
1. When determining, by a majority vote, if the grievance shall be arbitrated, the *ad hoc* Mediation Committee will not determine whether or not the grievance shall be upheld, but only whether the grievance shall be arbitrated. The *ad hoc* Mediation Committee shall determine if (a) the claim falls within the definition of a grievance, b) the remaining issues beyond any settlement currently offered by the Provost (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), are neither clearly insubstantial nor frivolous, and (c) the remedy sought is within the power of an arbitrator. If these conditions are met, the *ad hoc* Mediation Committee shall decide in favor of arbitration.
  2. If the *ad hoc* Mediation Committee decides that the grievance does not meet the criteria for arbitration, the grievance is closed.
  3. If the *ad hoc* Mediation Committee believes that the grievance has revealed needed improvements in policies, practices, or procedures in the University, it shall recommend such changes to the Senate by forwarding such recommendations to the Senate Agenda Committee or to the appropriate supervisory unit.

4. If the *ad hoc* Mediation Committee decides that the grievance shall be arbitrated, the Committee will instruct the Provost's Office to institute arbitration proceedings.

d. *Step Four: Arbitration*

1. If the grievance is to be arbitrated, the arbitrator shall be chosen from a list of arbitrators maintained by the American Arbitration Association, or a comparable arbitration agency acceptable to the grievant and the University. The arbitrator must be qualified for academic arbitration by virtue of current or previous service as a faculty member or academic administrator of a college or a university. The conduct of the proceedings shall be governed by the rules of the American Arbitration Association.
2. The decision of the arbitrator, within the scope of their jurisdiction, shall be final and binding on the parties to the dispute and the University; however, the arbitrator shall be without power to:
  - i. make a decision which requires the commission of an act prohibited by law,
  - ii. substitute their judgment on the professional qualifications of a faculty member for the judgment of the relevant academic committee, or
  - iii. add to, subtract from, or modify provisions of the Faculty Handbook or other relevant University policies and procedures.
3. The costs of the services of the arbitrator or arbitrator's associate shall be borne as follows:
  - i. If the arbitrator upholds the grievance (whether or not the remedy sought by the grievant is granted), these costs will be borne by the University.
  - ii. If the arbitrator denies the grievance, the grievant will pay 1/3 of the fees of the American Arbitration Association (or comparable arbitration agency acceptable to the grievant and the University) and its arbitrator, and the University shall bear the remainder of such costs.
  - iii. Each party will pay for its own expenses, services, and fees other than the costs of the American Arbitration Association (or comparable arbitration agency acceptable to the grievant and the University) and the arbitrator.
  - iv. To assure that the conditions of section (b) can be met, the grievant will place into a non-interest bearing escrow account in the Northeastern University Federal Credit Union, a sum equal to one-half of the American Arbitration Association (or comparable arbitration agency acceptable to the grievant and the University) processing fee plus one-half of one day's arbitrator's fee. Specific instructions for establishment of the escrow account are set by the Senate Agenda Committee and are available in the Faculty Senate office. The escrow account will be controlled by the Chair of the Senate Agenda Committee. Upon completion of the arbitration, with the signature of the Agenda Committee Chair and a copy of the arbitrator's decision, the deposited funds will be returned to the grievant if the grievance is upheld or transferred to the University if the grievance is denied. If the arbitrator reaches a split decision on a multi-element grievance, the arbitrator will determine the proportional distribution of the AAA/Arbitrator costs and the distribution of the deposited funds.
4. Copies of the arbitration decision shall be sent to the grievant, the Provost (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), and the Chair of the Senate Agenda Committee.

e. *Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost*

1. If a matter rises to the level of a grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost, then it is the responsibility of the Elected Senators as the representatives of the whole faculty body to officiate the grievance process (to decrease the possibility of appointing biased parties).
2. The Senate Agenda Committee (SAC) shall serve as the Mediation Committee.
3. A three-member Elected Senator Grievance Subcommittee shall be appointed after a nomination and vote by the Elected Senators.
4. Each Elected Senator Grievance Subcommittee member shall be from a different College, and none shall be from the grievant's College(s).
5. SAC members are not eligible to serve on the Elected Senator Grievance Subcommittee, but they retain voting rights in the nomination process.
6. The remainder of the process is the same as for 2.a-d.

f. *General Provisions*

1. No outside counsel (for the grievant or any other party to the grievance) may be present in any of the *Step Two* mediation meetings. However, all parties may be represented by counsel in arbitration proceedings.
2. The University shall make available to the grievant relevant materials pertaining to the case. However, documents developed in tenure and promotion proceedings with the understanding that they are confidential do not have to be made available to the grievant.<sup>5</sup>
3. The Senate Agenda Committee will, upon request, provide the grievant and/or the person whose action occasioned the grievance with the names of faculty members or others who may be of assistance in preparation and presentation of their case in the grievance procedure.
4. It is important that testimony and deliberations, which take place under this procedure, shall be kept confidential by the parties and by those involved in the resolution of the grievance.
5. If at any point the grievant determines to withdraw the grievance, they shall do so in writing to the Senate Agenda Committee.
6. If, during the course of a grievance, the grievant's University employment terminates for any reason, the grievance shall be discontinued, except that when the grievance involves non-renewal of contract, the grievant may request, in writing to the Senate Agenda Committee, that the grievance be continued.

3. Typical Grievance Process Timeline

a. *Step One: Filing a Grievance*

1. A grievance is filed within 3 months after the faculty member became aware of the grievable event. During this period, the grievant attempts to resolve the matter informally.

b. *Step Two: Mediation by an ad hoc Faculty Committee*

1. As soon as possible after *Step One* has completed, the Senate Agenda Committee shall appoint an *ad hoc* Mediation Committee, which shall conduct the meetings in *Steps Two* and *Three*.
2. As soon as reasonably possible after the establishment of the *ad hoc* Mediation Committee, its Chair shall arrange for one or more meetings with the relevant parties in an effort to resolve the grievance.
3. The *ad hoc* Mediation Committee may at any point during *Step Two*, by majority vote, determine whether the grievance meets a threshold for mediation. Unless the grievance has been resolved, withdrawn or otherwise terminated, the Committee shall make no other formal findings or report before the end of *Step Two* (see 2.b.9).
4. If no resolution has been formalized within 10 working days of the last *Step Two* meeting, or if the *ad hoc* Mediation Committee feels that no resolution is forthcoming, and if the grievant wishes to pursue the grievance, the Chair of the *ad hoc* Mediation Committee shall arrange a meeting with the Provost or their designee (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), the grievant, and the *ad hoc* Mediation Committee for the purpose of resolving the grievance.

c. *Step Three: Request for Arbitration*

1. If the grievance is not resolved in *Step Two*, the grievant may file a written request for arbitration to the Chair of the *ad hoc* Mediation Committee by the end of 30 working days after the *Step Two* disposition and/or meeting, or the transmittal of the Committee's proposed resolution.
2. The *ad hoc* Mediation Committee will, within 10 working days after receipt of the request for arbitration, decide by a majority vote if the grievance shall be arbitrated.

d. *Step Four: Arbitration*

1. If the grievance is to be arbitrated, the *ad hoc* Mediation Committee will notify the Provost and the grievant, as per section 3.c.2.
2. Within 15 calendar days after the notification of the Provost, the Provost (or their designee) shall meet with the grievant for the purpose of explaining the process of filing a demand for arbitration with the American Arbitration Association.

3. The University must file such a demand within 15 calendar days after this meeting, as long as the escrow requirement has been met, or within 5 days after University Counsel receives notice that the grievant has met the escrow requirement, whichever comes later.

#### 4. Grievance Process Timeline Exceptions

The time limits specified may be extended by mutual agreement if it is difficult to form an *ad hoc* Mediation Committee. Consent to the agreement shall not be unreasonably withheld.

If a grievance is submitted when the faculty grievant is not on contract, or they are on an approved leave, the timeframe for *Step Two and subsequent steps* should proceed as written in the Grievance Procedure unless the faculty grievant is unable to fulfill such a commitment. In such a case, the faculty grievant shall provide a written statement to the Senate Agenda Committee, and the Grievance Procedure should be paused (except for the formation of the *ad hoc* Mediation Committee) and resumed when the faculty grievant is back, but no longer than 15 weeks.

A grievant shall have 2 weeks to respond after each grievance step. If they fail to respond by the end of 2 weeks, the grievance will be considered waived. An involuntary delay such as illness shall not be construed as waiving the grievance.

If, in the course of processing the grievance, there is a dispute over whether a grievance has been waived, the parties will continue to follow the procedure, and if the grievant proceeds to arbitration, the arbitrator will decide whether or not the grievance has been waived.

##### a. *Step One Timeline Exceptions*

1. The grievant may request resolution through the Early Provostial Review Option at the time that they submit their grievance to the Senate Agenda Committee (see 4.e).
2. The time limit for filing a grievance, as specified, may be extended beyond 3 months with a written agreement of the Provost (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), the grievant, and the Senate Agenda Committee grievance officer.

##### b. *Step Two Timeline Exceptions*

1. In the event that informal steps to resolve the situation are ongoing, the grievant may request, in writing, that the Senate Agenda Committee automatically grant a postponement-for initiating *Step Two* for an additional 2 months. At any time that the grievant is dissatisfied with the progress of informal steps, they may, in writing, rescind this request and resume the normal grievance process.
2. Because it is difficult to form an *ad hoc* Mediation Committee during the summer months, the clock for *Steps Two and Three* will normally be suspended during summer terms.
3. The inability of a member of the *ad hoc* Mediation Committee to attend meetings during *Steps Two and Three* shall in no way change any prescribed time limits.

##### c. *Step Three Timeline Exceptions*

1. If the grievant does not file a request for arbitration within 30 working days after the *Step Two* disposition and/or meeting, or the transmittal of the Committee's proposed resolution, then the grievance is closed.
2. If the grievant files a request for arbitration and the *ad hoc* Mediation Committee decides that the grievance does not meet the criteria for arbitration, the grievance is closed.

##### d. *Step Four Timeline Exceptions*

1. If the grievant has not met the escrow requirement within 90 calendar days of the demand for arbitration, the grievance will be deemed to have been withdrawn.

##### e. *Early Provostial Review Option*

1. At the time a grievance is filed as defined above, the grievant may request this option of early review by the Provost. In this event, the timeliness provisions for further steps of the Regular Grievance Procedure are suspended until the grievant receives written notice of the results of this optional procedure.
2. The grievant and a representative of the Senate Agenda Committee will confer with a representative of the Provost within 10 working days. If the Provost's representative recognizes merit in the grievance, they shall so notify the Provost. Otherwise, they shall inform the grievant in writing that the request for Early Provostial Review is denied.
3. If the Provost recognizes merit in the grievance, the Provost shall delegate a representative to work with the appropriate Dean or Chair toward correcting the defective procedures. This process, which may involve any steps up to and including a full reconsideration of the original decision upon which the grievance is based, utilizing corrected procedures, should be completed within 2 weeks. At that time, the grievant will be informed of their status by the Dean or Chair.
4. Whatever the outcome of this Early Provostial Review procedure, the grievant shall still have access to the standard faculty grievance procedure.

For other circumstances under which a grievance may be terminated or continued outside the normal timeline, see Section 2.f, including written withdrawal of a grievance (2.f.5) and the effect of employment termination on a pending grievance (2.f.6).

- 
1. Full-time faculty includes the two categories – Tenured/Tenure-track faculty and Non-Tenure-track faculty. For a description of the positions covered in each category, see the General University Faculty and Bylaws.
  2. Passed by the Faculty Senate 2/15/17; passed by the Board of Trustees 4/14/17. Approved by the Faculty Senate on 11/2/1992 and by the Board of Trustees on 6/11/1993. Amended by the Faculty Senate on 6/7/1994 and approved by the Board of Trustees on 6/10/1994. The original Faculty Grievance Procedure on which this is based was adopted by the Board of Trustees in 1973. Current language approved by the Faculty Senate on 2/15/2017 and approved by the Board of Trustees on 4/14/2017.
  3. See section 4.e below for Early Provostial Review.
  4. See footnote 1 for the two faculty categories.
  5. In an arbitration decision dated November 11, 1974, the following guideline relating to confidentiality was established:  
 "Documents developed in the tenure procedure involving ... the understanding and expectation that they were confidential do not have to be made available to [the grievant] by the University. Included in such documents are letters of recommendation, evaluation forms, and the minutes of the Promotion and Tenure Committee ..."

*[track-change version; some moved sections appear as deletions/additions d/t some revisions within]*

## Full-time<sup>1</sup> Faculty Grievance Procedure<sup>2</sup>

From time to time within the University community, disputes may arise between a faculty member and a department chair (or equivalent), Dean, Provost, or other administrator in which there are allegations of inequitable treatment, violation of academic freedom, or violation of University policy or procedures in some action ~~which~~that affects the faculty member. Administrators should work carefully to avoid such situations and, should they occur, make every effort to resolve them before they become formal grievances. Similarly, faculty should understand that mediating a formal grievance will involve a major investment of their colleagues' time, and should use the procedure only to resolve important issues. When such a dispute arises, it is important that the parties work in good faith to resolve the situation informally, as quickly as possible. The aggrieved faculty member should attempt to meet with the person whose action is the focus of the dispute in order to discuss and resolve the situation. If resolution is not achieved, they should attempt to meet first with the Dean and, if the Dean is unable to resolve the dispute, then with the Provost (or Provost's representative) to make them aware of the situation and discuss paths to resolution. If, after making these attempts at informal resolution, the faculty member is not satisfied, they may proceed formally within the regular grievance procedure, including the option for Early Provostial Review.<sup>3</sup>

a.c. Definition of "Grievance"

A grievance is defined as a complaint by a faculty member that they:

- i.3. had been subject to a violation, misinterpretation or inequitable application of the provisions of the Faculty Handbook or other published University or unit policies or procedures; or
- ii.4. had otherwise been treated unfairly or inequitably.

b.d. Eligibility and Applicability

This procedure is available to all full-time faculty. This grievance procedure does not apply with respect to tenure or early tenure decisions, nor does it apply to a Dismissal Proceeding or any final action pursuant to it. If a grievant makes a claim of discriminatory acts prohibited by law or by University policy, the grievance shall first be pursued through the Office of University Equity and Compliance and its procedures. When this has been completed, any aspects of the grievance which remain unresolved may then be brought to the grievance procedure.

9. Regular 2. Grievance Procedure Process and Details

a.b. Step One: Filing a Grievance

~~1.—A grievance must be filed within three months after the faculty member became aware of the grievable event. During this period, the grievant must attempt to resolve the matter informally.~~

i.2. A formal grievance is filed in writing with the Senate Agenda Committee. ~~The Senate's (SAC). Copies of the grievance coordinator will send copies~~ be sent to the Department Chair (or equivalent), Dean, Provost, and (if not one of these) the person whose action occasioned the grievance. SAC may appoint a Senate Agenda Committee member to serve as a Liaison for each grievance. Normally, the SAC Secretary shall serve as the liaison to the grievance committee. Another SAC member shall be appointed as the liaison to the grievance committee when the SAC Secretary is unable to serve in this role, for example, due to a conflict of interest.

ii.4. In ~~the~~ a formal grievance, the grievant will state the exact nature of the grievance, against whom it is filed, and the remedy sought. At this point, they may request resolution through the Early Provostial Review Option. (see 4.e).

~~2.—In the event that informal steps to resolve the situation are ongoing, the grievant may request, in writing, that the Senate Agenda Committee automatically grant postponement of the Step Two for an additional two months. At any time that the grievant is dissatisfied with the progress of informal steps, they may, in writing, rescind this request and resume the normal grievance process~~

5. When a grievance is filed specifically against the Provost, an administrator within the Provost's Office, or the Office of the Provost, another party must replace the role of the Provost's Office within the typical grievance procedure (see 2.e for the process).

b. b. Step Two: Mediation by an ad hoc Faculty Committee

~~i.2. As soon as possible after the~~ The Senate Agenda Committee ~~has received notice of a grievance, or notice that Early Provostial Review has not resolved the grievance, it~~ shall appoint an ad hoc Mediation Committee composed of three faculty members, with at least one member from the same faculty category.<sup>4</sup> In appointing this Committee, the Senate Agenda Committee will normally appoint faculty members not involved with the grievant or their department.

ii.3. The ad hoc Mediation Committee shall be neutral and impartial as it attempts to mediate the dispute. During this phase of the procedure, the committee may suggest ways to resolve the dispute, but the Committee shall make no formal findings with respect to the grievance other than to determine whether the grievance falls within the definition of a grievance, and/or whether it is insubstantial or frivolous. The ad hoc Mediation Committee shall conduct the meetings in ~~steps two~~ Steps Two and three. However, the inability of one Committee member to attend such meetings shall in no way change any prescribed time limits. Three.

~~iii.4. As soon as reasonably possible after the establishment of the *ad hoc* Mediation Committee, its chair shall arrange for one or more meetings with the relevant parties in an effort to resolve the grievance.~~ At any meeting where the grievant is present, the grievant may be accompanied by a member or members of the Northeastern University community.

~~1.5.~~ After an initial meeting with the grievant, the *ad hoc* Mediation Committee may at any point, by majority vote, determine whether the grievance meets a threshold for mediation: that it is neither insubstantial nor frivolous and falls within the definition of a grievance.

~~a.ii.~~ If the Committee rules that the entire grievance does not meet this threshold, it shall so inform the grievant, the other relevant parties, the Provost (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), and the Senate Agenda Committee.

~~b.iii.~~ If the Committee rules that only some of the issues raised in the grievance do not meet this threshold, it shall so inform the grievant, the other relevant parties, the Provost (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), and the Senate Agenda Committee, also stipulating the issues which remain to be mediated. In this circumstance, mediation will proceed with respect to the remaining issues. Neither mediation nor arbitration will remain available for the issues deemed non-grievable.

~~2.6.~~ As the mediation process continues, if the Committee deems it advisable, it may require the attendance of the person whose action occasioned the grievance and any other persons who might be of aid in resolving the grievance, ~~such as~~ including but not limited to the Director of the Office ~~of~~ for University Equity and Compliance, or the Director of the Disability Resource Center.

~~iv.7.~~ If mediation is unsuccessful without the participation of the Dean, the Committee ~~shall~~ may require the attendance of the Dean for at least one meeting to attempt to reach a resolution.

~~v.8. If no resolution has been formalized within ten working days of the last Step Two meeting, or if the *ad hoc* Mediation Committee feels that no resolution is forthcoming, and if~~ if the grievant wishes to pursue the grievance at the end of Step Two, the Chair of the *ad hoc* Mediation Committee shall arrange a meeting with the Provost (~~or his or her~~ their designee (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), the grievant, and the *ad hoc* Mediation Committee for the purpose of resolving the grievance. If the *ad hoc* Mediation Committee considers it advisable, it may request the attendance of and/or input by the party whose action occasioned the grievance and/or other involved individuals, who may help resolve the grievance. The grievant may be accompanied by a member or members of the Northeastern University community.

~~vi.10.~~ If, after this meeting, no resolution has yet been reached, the *ad hoc* Mediation Committee may submit to the parties a proposed resolution to the grievance.

11. Unless the grievance has been resolved, withdrawn or otherwise terminated, the *ad hoc* Mediation Committee shall make no formal findings or report before the end of Step Two.

~~e.ci.~~ Step Three: Request for Arbitration

~~3.—If the grievant is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within ten working days after the meeting with the Provost (Step Two) or within ten working days of receipt of a proposed resolution formally submitted by the *ad hoc* Mediation Committee to the parties, the grievant may request, in writing, to the Chair of the *ad hoc* Mediation Committee that the grievance be submitted to arbitration. If the grievant does not file a request for arbitration by the end of 30 working days after the Step Two disposition and/or meeting, or the transmittal of the Committee's proposed resolution, the grievance is closed.~~

~~i.2. The *ad hoc* Mediation Committee will, within ten working days after receipt of the request for arbitration, decide~~ When determining, by a majority vote, if the grievance shall be arbitrated. ~~In doing so,~~ the *ad hoc* Mediation Committee will not determine whether or not the grievance shall be upheld, but only whether the grievance shall be arbitrated. The *ad hoc* Mediation Committee shall determine if (a) the claim falls within the definition of a grievance, b) the remaining issues beyond any settlement currently offered by the Provost (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or

the Office of the Provost), are neither clearly insubstantial nor frivolous, and (c) the remedy sought is within the power of an arbitrator. If these conditions are met, the ad hoc Mediation Committee shall decide in favor of arbitration.

- ~~ii.3.~~ If the ad hoc Mediation Committee decides that the grievance does not meet the criteria for arbitration, the grievance is closed.
- ~~iii.4.~~ If the ad hoc Mediation Committee believes that the grievance has revealed needed improvements in policies, practices, or procedures in the University, it shall recommend such changes to the Senate by forwarding such recommendations to the Senate Agenda Committee, or to the appropriate supervisory unit.
- ~~iv.5.~~ If the ad hoc Mediation Committee decides that the grievance shall be arbitrated, the Committee will instruct the Provost's Office to institute arbitration proceedings.

~~d.~~di. Step Four: Arbitration

- ~~4.~~ If the grievance is to be arbitrated, the ~~ad hoc Mediation Committee will so notify the Provost and the grievant.~~
  - ~~5.~~ ~~Within fifteen calendar days after the notification of the Provost, the Provost (or their designee) shall meet with the grievant for the purpose of explaining the process of filing a demand for arbitration with the American Arbitration Association. At the request of the grievant or the Provost, the ad hoc Mediation Committee's Chair may also be present at this meeting. The University must file such demand within 15 calendar days after this meeting, as long as the escrow requirement of subsection 5(d) has been met, or within 5 days after University Counsel receives notice that the grievant has met the escrow requirement, whichever comes later. If the grievant has not met the escrow requirement within 90 calendar days of the demand for arbitration, the grievance will be deemed to have been withdrawn.~~
- ~~i.2.~~ The arbitrator shall be chosen from a list of arbitrators maintained by the American Arbitration Association, or a comparable arbitration agency acceptable to the grievant and the University. The arbitrator must be qualified for academic arbitration by virtue of current or previous service as a faculty member or academic administrator of a college or a university. The conduct of the proceedings shall be governed by the rules of the American Arbitration Association.
  - ~~ii.3.~~ The decision of the arbitrator, within the scope of their jurisdiction, shall be final and binding on the parties to the dispute and the University; however, the arbitrator shall be without power to:
    - ~~1-iv.~~ make a decision which requires the commission of an act prohibited by law,
    - ~~2-v.~~ substitute their judgment on the professional qualifications of a faculty member for the judgment of the relevant academic committee, or
    - ~~3-vi.~~ add to, subtract from, or modify provisions of the Faculty Handbook or other relevant University policies and procedures.
  - ~~iii.5.~~ The costs of the services of the arbitrator or arbitrator's associate shall be borne as follows:
    - ~~1-v.~~ If the arbitrator upholds the grievance (whether or not the remedy sought by the grievant is granted), these costs will be borne by the University.
    - ~~2-vi.~~ If the arbitrator denies the grievance, the grievant will pay 1/3 of the fees of the American Arbitration Association (or comparable arbitration agency acceptable to the grievant and the University) and its arbitrator, and the University shall bear the remainder of such costs.
    - ~~3-vii.~~ Each party will pay for its own expenses, services, and fees other than the costs of the American Arbitration Association (or comparable arbitration agency acceptable to the grievant and the University) and the arbitrator.
    - ~~4-viii.~~ To assure that the conditions of section (b) can be met, the grievant will place into a non-interest bearing escrow account in the Northeastern University Federal Credit Union, a sum equal to one-half of the American Arbitration Association (or comparable arbitration agency acceptable to the grievant and the University) processing fee plus one-half of one day's arbitrator's fee. Specific instructions for establishment of the escrow account are set by the Senate Agenda Committee and are available in the Faculty Senate office. The escrow account will be controlled by the Chair of the Senate Agenda Committee. Upon completion of the arbitration, with the signature of the Agenda Committee Chair

and a copy of the arbitrator's decision, the deposited funds will be returned to the grievant if the grievance is upheld, or transferred to the University if the grievance is denied. If the arbitrator reaches a split decision on a multi-element grievance, the arbitrator will determine the proportional distribution of the AAA/Arbitrator costs and the distribution of the deposited funds.

**b. Miscellaneous**

**1. Timeliness**

- a. ~~The time limit for filing a grievance as specified in section 2.a may be extended beyond three months with written agreement of the Provost, the grievant and the Senate Agenda Committee grievance officer.~~
  - b. ~~It is important that grievances be processed as rapidly as possible. The number of days indicated at each step shall be considered a maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended by mutual agreement if it is difficult to form an *ad hoc* mediation committee due to time of year.~~
  - c. ~~Because it is difficult to form an *ad hoc* Mediation Committee during the summer months, the clock for Steps Two and Three will normally be suspended during summer terms. However, the filing of a grievance under Step One must still occur within three months after the grievant became aware of the grievable event(s).~~
  - d. ~~A grievant shall have two weeks to respond after each step. If they fail to respond by the end of two weeks the grievance will be considered as waived. An involuntary delay such as illness or failure of the mails to deliver shall not be construed as waiving the grievance.~~
2. ~~If in the course of processing the grievance there is a dispute over whether a grievance has been waived, the parties will continue to follow the procedure and, if the grievant proceeds to arbitration, the arbitrator will decide whether or not the grievance has been waived.~~

~~iv.8. Unless the grievance has been resolved, withdrawn or otherwise terminated, the *ad hoc* Mediation Committee shall make no formal findings or report before the end of Step Two.~~

~~v.6. Copies of the arbitration decision shall be sent to the grievant, the Provost (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), and the Chair of the Senate Agenda Committee.~~

e. Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost

7. If a matter rises to the level of a grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost, then it is the responsibility of the Elected Senators as the representatives of the whole faculty body to officiate the grievance process (to decrease the possibility of appointing biased parties).
8. The Senate Agenda Committee (SAC) shall serve as the Mediation Committee.
9. A three-member Elected Senator Grievance Subcommittee shall be appointed after a nomination and vote by the Elected Senators.
10. Each Elected Senator Grievance Subcommittee member shall be from a different College, and none shall be from the grievant's College(s).
11. SAC members are not eligible to serve on the Elected Senator Grievance Subcommittee, but they retain voting rights in the nomination process.
12. The remainder of the process is the same as for 2.a-d.

f. General Provisions

- ~~vi.7. No outside counsel (for the grievant or any other party to the grievance) may be present in any of the Step Two mediation meetings. However, all parties may be represented by counsel in arbitration proceedings.~~
- ~~vii.8. The University shall make available to the grievant relevant materials pertaining to the case. However, documents developed in tenure and promotion proceedings with the understanding that they are confidential do not have to be made available to the grievant.<sup>5</sup>~~

- ~~viii~~.9. The Senate Agenda Committee will, upon request, provide the grievant and/or the person whose action occasioned the grievance with the names of faculty members or others who may be of assistance in preparation and presentation of their case in the grievance procedure.
- ~~ix~~.10. It is important that testimony and deliberations, which take place under this procedure, shall be kept confidential by the parties and by those involved in the resolution of the grievance.
- ~~x~~.11. If at any point the grievant determines to withdraw the grievance, they shall do so in writing to the Senate Agenda Committee.
- ~~xi~~.12. If, during the course of a grievance, the grievant's University employment terminates for any reason, the grievance shall be discontinued, except that when the grievance involves non-renewal of contract, the grievant may request, in writing to the Senate Agenda Committee, that the grievance be continued.

### 3. Typical Grievance Process Timeline

#### b. Step One: Filing a Grievance

- 2. A grievance is filed within 3 months after the faculty member became aware of the grievable event. During this period, the grievant attempts to resolve the matter informally.

#### c. Step Two: Mediation by an ad hoc Faculty Committee

- 2. As soon as possible after Step One has completed, the Senate Agenda Committee shall appoint an ad hoc Mediation Committee, which shall conduct the meetings in Steps Two and Three.
- 3. As soon as reasonably possible after the establishment of the ad hoc Mediation Committee, its Chair shall arrange for one or more meetings with the relevant parties in an effort to resolve the grievance.
- 4. The ad hoc Mediation Committee may at any point during Step Two, by majority vote, determine whether the grievance meets a threshold for mediation. Unless the grievance has been resolved, withdrawn or otherwise terminated, the Committee shall make no other formal findings or report before the end of Step Two (see 2.b.9).
- 5. If no resolution has been formalized within 10 working days of the last Step Two meeting, or if the ad hoc Mediation Committee feels that no resolution is forthcoming, and if the grievant wishes to pursue the grievance, the Chair of the ad hoc Mediation Committee shall arrange a meeting with the Provost or their designee (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), the grievant, and the ad hoc Mediation Committee for the purpose of resolving the grievance.

#### ci. Step Three: Request for Arbitration

- 2. If the grievance is not resolved in Step Two, the grievant may file a written request for arbitration to the Chair of the ad hoc Mediation Committee by the end of 30 working days after the Step Two disposition and/or meeting, or the transmittal of the Committee's proposed resolution.
- 3. The ad hoc Mediation Committee will, within 10 working days after receipt of the request for arbitration, decide by a majority vote if the grievance shall be arbitrated.

#### di. Step Four: Arbitration

- 2. If the grievance is to be arbitrated, the ad hoc Mediation Committee will notify the Provost and the grievant, as per section 3.c.2.
- 3. Within 15 calendar days after the notification of the Provost, the Provost (or their designee) shall meet with the grievant for the purpose of explaining the process of filing a demand for arbitration with the American Arbitration Association.
- 4. The University must file such a demand within 15 calendar days after this meeting, as long as the escrow requirement has been met, or within 5 days after University Counsel receives notice that the grievant has met the escrow requirement, whichever comes later.

### 4. Grievance Process Timeline Exceptions

The time limits specified may be extended by mutual agreement if it is difficult to form an ad hoc Mediation Committee. Consent to the agreement shall not be unreasonably withheld.

If a grievance is submitted when the faculty grievant is not on contract, or they are on an approved leave, the timeframe for Step Two and subsequent steps should proceed as written in the Grievance Procedure unless the faculty grievant is

unable to fulfill such a commitment. In such a case, the faculty grievant shall provide a written statement to the Senate Agenda Committee, and the Grievance Procedure should be paused (except for the formation of the *ad hoc* Mediation Committee) and resumed when the faculty grievant is back, but no longer than 15 weeks.

A grievant shall have 2 weeks to respond after each grievance step. If they fail to respond by the end of 2 weeks, the grievance will be considered waived. An involuntary delay such as illness shall not be construed as waiving the grievance.

If, in the course of processing the grievance, there is a dispute over whether a grievance has been waived, the parties will continue to follow the procedure, and if the grievant proceeds to arbitration, the arbitrator will decide whether or not the grievance has been waived.

b. Step One Timeline Exceptions

- 10-2. The grievant may request resolution through the Early Provostial Review Option ~~for Use in Case of Alleged Procedural Violations~~ at the time that they submit their grievance to the Senate Agenda Committee (see 4.e).
3. The time limit for filing a grievance, as specified, may be extended beyond 3 months with a written agreement of the Provost (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), the grievant, and the Senate Agenda Committee grievance officer.

f. Step Two Timeline Exceptions

3. In the event that informal steps to resolve the situation are ongoing, the grievant may request, in writing, that the Senate Agenda Committee automatically grant a postponement-for initiating Step Two for an additional 2 months. At any time that the grievant is dissatisfied with the progress of informal steps, they may, in writing, rescind this request and resume the normal grievance process.
4. Because it is difficult to form an *ad hoc* Mediation Committee during the summer months, the clock for Steps Two and Three will normally be suspended during summer terms.
4. The inability of a member of the *ad hoc* Mediation Committee to attend meetings during Steps Two and Three shall in no way change any prescribed time limits.

g. Step Three Timeline Exceptions

2. If the grievant does not file a request for arbitration within 30 working days after the Step Two disposition and/or meeting, or the transmittal of the Committee's proposed resolution, then the grievance is closed.
3. If the grievant files a request for arbitration and the *ad hoc* Mediation Committee decides that the grievance does not meet the criteria for arbitration, the grievance is closed.

h. Step Four Timeline Exceptions

2. If the grievant has not met the escrow requirement within 90 calendar days of the demand for arbitration, the grievance will be deemed to have been withdrawn.

i. Early Provostial Review Option

- a-5. At the time a grievance is filed as defined above, the grievant may request this option of early review by the Provost. In this event, the timeliness provisions for further steps of the Regular Grievance Procedure are suspended until the grievant receives written notice of the results of this optional procedure.
- b-6. The grievant and a representative of the Senate Agenda Committee will confer with a representative of the Provost within ~~ten workdays~~ 10 working days. If the Provost's representative recognizes merit in the grievance, they shall so notify the Provost. Otherwise, they shall inform the grievant, in writing, that the grievance request for Early Provostial Review is denied.
- e-7. If the Provost recognizes merit in the grievance, the Provost shall delegate a representative to work with the appropriate Dean or Chair toward correcting the defective procedures. This process, which may involve any steps up to and including a full reconsideration of the original decision upon which the grievance is based, utilizing corrected procedures, should be completed within ~~two~~ 2 weeks. At that time, the grievant will be informed of their status by the Dean or Chair.

d.8. Whatever the outcome of this ~~provostial review~~ Early Provostial Review procedure, the grievant shall still have access to the standard faculty grievance procedure.

For other circumstances under which a grievance may be terminated or continued outside the normal timeline, see Section 2.f, including written withdrawal of a grievance (2.f.5) and the effect of employment termination on a pending grievance (2.f.6).

1. Full-time faculty includes the two categories – Tenured/Tenure-track faculty and Non-Tenure-track faculty. For a description of the positions covered in each category, see the General University Faculty and Bylaws.
2. Passed by the Faculty Senate 2/15/17; passed by the Board of Trustees 4/14/17. Approved by the Faculty Senate on 11/2/1992 and by the Board of Trustees on 6/11/1993. Amended by the Faculty Senate on 6/7/1994 and approved by the Board of Trustees on 6/10/1994. The original Faculty Grievance Procedure on which this is based was adopted by the Board of Trustees in 1973. Current language approved by the Faculty Senate on 2/15/2017 and approved by the Board of Trustees on 4/14/2017.
3. See section ~~3~~4.e below for Early Provostial Review.
4. See footnote 1 for the two faculty categories.
5. In an arbitration decision dated November 11, 1974, the following guideline relating to confidentiality was established:  
"Documents developed in the tenure procedure involving ... the understanding and expectation that they were confidential do not have to be made available to [the grievant] by the University. Included in such documents are letters of recommendation, evaluation forms, and the minutes of the Promotion and Tenure Committee ..."

## **CHARGE 2: Draft a sustainable, regular Faculty Handbook update process and create a resolution/set of resolutions to bring to the Faculty Senate**

Process: Review of FH, discussion, feedback from and discussion with SAC liaison

Current Status/Rationale: FHC carefully considered if FH should be reflective of a "birds-eye-view" guidance vs. be reflective of all granular changes to practice/process. FHC discussed the impact on workload for FHC and other committees, which should be considered in rolling out such reviews. FHC also considered a question if FHC has the expertise/know-how for knowing what is wrong with each section of the FH vs. if the FHC member representation from multiple colleges is a sufficient sample for "screening" of FH modules for clarity and aligning with recently passed FS resolutions. FHC members agreed that there should be some boundaries for the scope and roll out. Still, FHC members recognize the need for a routine "screening" review (each section of the FH q5 years: Governance; Appointment, Promotion, and Tenure (APT); Rights in Teaching, Research and Scholarship; Personnel Policies; and Academic Organization) and a priority-based review (coming from the prior year's screening review, survey results, and/or SAC) while considering the workload of FHC and other committees and potentially not enforce it through a resolution yet but rather suggest a pilot as a recommendation.

Related FH Sections/Passages: The whole FH.

### **FHC Recommendation:**

FHC proposes a pilot "screening" review of each of the five FH sections (Governance, APT, Rights in Teaching, Research and Scholarship, Personnel Policies, and Academic Organization) on a 5-year review cycle with a primary purpose to address the section clarity, readability, and alignment with recently passed FS resolutions AND suggest the need for formal FH updates that should be charged to SAC-appointed committees (as relevant) for the following academic year. FHC proposes to start with the review of the first section of the FH on Governance during the academic year 2026-2027 (first section in the FH with a plan for review of other FH sections following sequentially). In addition, the priority-based FH updates still need to happen and should be driven by specific FH concerns brought to SAC or FHC (e.g. FHC would suggest joint appointments to be reviewed/addressed in FH next year with SAC deciding to what committee(s) the charge would go to).

**Resolution:** None yet

## COLLABORATION WITH OTHER COMMITTEES:

### a) Academic Policy Committee

- Review of proposed language for the FH for the implementation of an approved APC Resolution #13 (approved by Office of the Provost, 5/3/2024) on active participation of faculty in their workload determination and collaborative process for workload adjustments
- FHC received drafted language to be incorporated into FH on December 9, 2025. The draft was discussed thoroughly and approved by FHC with minor modifications and sent back to APC on December 18, 2025. These changes were accepted by SAC, confirmed in an email by APC on January 7, 2026.
- The recommended language is **bolded** below, in the (unbolded) context of the original language on the faculty handbook work policy page (<https://faculty.northeastern.edu/handbook/personnel-policies/faculty-workloads>): The All full-time faculty members participate in some combination of instructional; research; scholarship; and creative and service activities that have been established to encourage the general development of Northeastern University students. Given that academic units vary in their contributions to the University mission, components of the workload policy will vary from one department or unit to another. However, each academic unit must have a comprehensive workload policy in accordance with criteria jointly approved by the University's provost and the Faculty Senate.<sup>2</sup> **Further, all full-time faculty will have the opportunity to discuss and negotiate their workload assignments with their department chair or unit head, where initial determinations and subsequent modifications are to be discussed and agreed upon to the mutual agreement and understanding of both parties, before implementation.** Each unit's workload policy must be approved by a vote of the full-time faculty of the academic unit and be approved by the College dean and the provost. Faculty workloads are administered by the appropriate academic unit head and/or college deans.

### b) Global Education Committee

- Review of proposed language on Faculty-Led Programs (FLP) as a module for consideration for implementation into the FH.
- Request for review received on November 24, 2025. FHC reviewed the proposal thoroughly during a meeting on December 4, 2025, and a FHC member representative was able to attend GEC meeting on December 12, 2025. Further review and discussion was held during FHC meeting on December 18, 2025, with the following summary of recommendations sent back to GEC.
- The proposal as presented is too granular and more of a policy/procedure language. A brief concise section on FLP may be considered as an amendment to a specific FH section, as justified. Some questions to consider with the revision are: Are faculty-led-programs faculty represented in the FH, or are there exceptions needed (to wording in FH)? Does any language in FLP handbook violate the FH in any way (consider that FH is the overarching faculty governing bylaws/policy handbook, from which policies/procedures affecting/including faculty etc. flow)? It looks like the FLP Handbook could be shared as is with faculty it pertains to (or those it could potentially pertain to), though some language may need to be more general (may be helpful in guiding that). Could that be considered instead (or in addition to)?

## FACULTY SURVEY: Priority-based FH issues

FHC reviewed responses from the Faculty Survey and specifically questions 25-1 and 25-2 posed by FHC. Question 25-1 had 97/591 substantive responses (16.4% substantive response rate). Question 25-2 received 424/591 responses (71.7% response rate).

Question 25-1 focused on Priority Issues related to FH that should be addressed in the next academic year with the following being most frequently mentioned: Promotion & Tenure clarity, NTT Faculty protections, Leave policies affecting sabbatical; Administrative accountability; Academic freedom. Note: some responses related more to specific policy issues vs. FH. (see Appendix for full theme analysis)

Question 25-2 focused specifically on joint appointments: "How important is it for the Faculty Senate to update procedures specified in the Faculty Handbook related to hiring, tenuring, and promoting faculty with joint appointments at the University?" From the faculty who responded to this question, 75.4% (320/424) consider updating FH in relation to joint appointments moderately (95/424), very (115/424), or extremely (110/424) important. (see Appendix for survey response summary)

**FHC Recommendation:** FHC would suggest to SAC to have faculty joint appointments as a priority-based item to be reviewed/addressed in FH next year and deciding to what committee(s) the charge would go to.

Respectfully submitted,

*Professor Peter Desnoyers*

*Professor Oyinda Oyelaran*

*Professor Costas Panagopoulos*

*Professor Marketa Rejtar (Chair)*

*Professor Kristin Stankard*

*Professor Laney Strange*

## Appendix A

# Full-time Faculty Grievance Procedure

## Comparison: Original vs. Proposed Revision (March 2026) (Claude-assisted)

### Legend

~~Green double strikethrough~~ = Text moved FROM this location | Green double underline = Text moved TO this location ~~Red strikethrough~~ = Genuinely deleted | Blue underline = Genuinely new text | Yellow highlight = In-place edit (word-level change)

Contents: [Part 1: Summary Comparison Table](#) | [Part 2: Marked-Up Original](#)

## Part 1: Summary Comparison Table

Every provision from the original is categorized below. "Moved (no substantive edit)" means the text relocated with only formatting/style changes. "Moved & revised" means the text relocated and was substantively edited during the move.

### A. Moved — No Substantive Edit

Original Location	Proposed Location	Description
2.e.3	2.b.9	No formal findings before end of Step Two
2.e.4	2.d.4	Distribution of arbitration decision
2.e.5	2.f.1	No outside counsel in mediation; counsel in arbitration
2.e.6	2.f.2	University obligation to produce relevant materials
2.e.7	2.f.3	SAC assistance with case preparation
2.e.8	2.f.4	Confidentiality of testimony and deliberations
2.e.9	2.f.5	Written withdrawal procedure
2.e.10	2.f.6	Employment termination / non-renewal exception
2.e.2	4 (general para.)	Waiver disputes resolved by arbitrator
2.e.1.c	4.b.2	Summer suspension of Steps Two and Three clock

## B. Moved & Revised

Original Location	Proposed Location	Description & Nature of Revision
2.a.1	3.a.1	Three-month filing deadline. "must be filed" → "is filed"; "must attempt" → "attempts"; moved from process section to timeline section.
2.a.4	4.b.1	Postponement for ongoing informal resolution. "of the Step Two" → "for initiating <i>Step Two</i> "; "an additional two months" → "an additional 2 months"; moved to timeline exceptions.
2.b.1 (trigger clause)	3.b.1	SAC appointment of Mediation Committee. Removed "has received notice of a grievance, or notice that Early Provostial Review has not resolved the grievance" — simplified to "after <i>Step One</i> has completed."
2.b.2 (last sentence)	4.b.3	Inability of committee member to attend. "one Committee member" → "a member of the <i>ad hoc</i> Mediation Committee"; moved to timeline exceptions.
2.b.3 (first sentence)	3.b.2	Chair arranges meetings. "chair" → "Chair"; moved to timeline section.
2.b.5 (10-day deadline)	3.b.4	10-day deadline and Provost meeting. "ten" → "10"; "his or her" → "their"; Provost-alternative language added; moved to timeline.
2.c.1	3.c.1 + 4.c.1	Request for arbitration. Process content stayed in 2.c; 30-day deadline moved to 3.c.1; closure for failure to file moved to 4.c.1.
2.c.2	2.c.1 + 3.c.2	Committee vote on arbitration. "ten" → "10"; "In doing so" restructured; Provost-alternative language added; 10-day deadline moved to 3.c.2.
2.d.1	3.d.1	Notification of Provost and grievant. Moved to timeline; cross-reference added.
2.d.2	3.d.2 + 3.d.3 + 4.d.1	Arbitration filing process. Split across three provisions: 15-day meeting (3.d.2), filing demand (3.d.3), escrow 90-day withdrawal (4.d.1). "fifteen" → "15"; "their" for pronouns.
2.e.1.a	4.a.2	Filing extension beyond 3 months. Provost-alternative language added; moved to Step One timeline exceptions.
2.e.1.b (partial)	4 (general para.)	Extension by mutual agreement. "due to time of year" removed; "Consent to the agreement shall not be unreasonably withheld" added.
2.e.1.d	4 (general para.)	Two-week waiver. "two weeks" → "2 weeks"; "as" deleted before "waived"; "or failure of the mails to deliver" deleted.
3.a–d (EPR)	4.e.1–4	Early Provostial Review. "ten workdays" → "10 working days"; "two weeks" → "2 weeks"; "the grievance is denied" → "the request for Early Provostial Review is denied"; title qualifier "for Use in Case of Alleged Procedural Violations" removed.

## C. Genuinely Deleted (no equivalent in proposed)

Original Location	Deleted Content
2.e.1.b (partial)	"It is important that grievances be processed as rapidly as possible. The number of days indicated at each step shall be considered a maximum, and every effort will be made to expedite the process."
2.e.1.c (2nd sentence)	"However, the filing of a grievance under Step One must still occur within three months after the grievant became aware of the grievable event(s)."
2.e.1.d (partial)	"or failure of the mails to deliver" (from waiver provision)
2.d.2 (partial)	"At the request of the grievant or the Provost, the <i>ad hoc</i> Mediation Committee's Chair may also be present at this meeting."
Section 3 title	"for Use in Case of Alleged Procedural Violations" (qualifier removed from EPR title)

## D. Genuinely New (not in original)

Proposed Location	New Content
2.a.1	SAC acronym; SAC Liaison provisions; SAC Secretary default liaison role and conflict-of-interest alternate.
2.a.2	Cross-reference "(see 4.e)"
2.a.3	Entire provision: grievance against the Provost triggers alternate process (see 2.e).
2.b.4.i-ii, 2.b.7, 2.c.1, 3.b.4, etc.	Provost-alternative language throughout: "(or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost)"
2.e (entire section)	Grievance against the Provost: Elected Senators officiate; SAC serves as Mediation Committee; three-member Elected Senator Grievance Subcommittee; college diversity requirement; SAC ineligibility for subcommittee.
2.f (section label)	"General Provisions" as a named subsection (content moved from 2.e Miscellaneous).
3.b.3 (2nd sentence)	Cross-reference: "the Committee shall make no other formal findings or report before the end of <i>Step Two</i> (see 2.b.9)"
Section 4 (general para.)	"Consent to the agreement shall not be unreasonably withheld."
Section 4 (para. 2)	"or they are on an approved leave"; "15 weeks" replacing "one full semester"
4.a.1	Cross-reference "(see 4.e)" for Early Provostial Review
End of Section 4	Cross-reference paragraph directing reader to 2.f.5 (withdrawal) and 2.f.6 (employment termination).

## E. In-Place Substantive Edits (text retained in same location but changed)

Location	Change
2.b.5 → 2.b.5	"such as" → "including but not limited to" (broadens scope of who Committee can summon)
2.b.5 → 2.b.5	"Office of University Equity and Compliance" → "Office for University Equity and Compliance"
2.b.4 → 2.b.6	"shall require" → "may require" (Dean attendance changed from mandatory to discretionary)
2.b.3, 2.b.5 → 2.b.3, 2.b.7	"a member" → "a member or members" (allows multiple companions)
Throughout	"his or her" → "their" (gender-neutral pronouns)
Throughout	Spelled-out numbers → numerals (ten → 10, fifteen → 15, two weeks → 2 weeks, etc.)
Section 2 title	"Regular Grievance Procedure" → "Grievance Process and Details"

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## Part 2: Marked-Up Original Document

Below is the **original** document with markup showing where each provision went. Text that stayed in place (with or without edits) is shown in black. Moved text, deleted text, and edit annotations follow the legend above.

### Preamble

*No changes.* The introductory paragraph is identical in both versions (minor punctuation normalization only).

#### 1. Definitions and Eligibility

*No substantive changes.* Section 1.a and 1.b are carried forward with minor punctuation edits only (added comma: "decisions , nor does it apply").

#### 2. ~~Regular Grievance Procedure~~ Grievance Process and Details

##### 2.a. Step One: Filing a Grievance

**Original 2.a.1:** ~~A grievance must be filed within three months after the faculty member became aware of the grievable event. During this period, the grievant must attempt to resolve the matter informally.~~  
→ *Moved to 3.a.1 (with edits: "must be filed" → "is filed"; "must attempt" → "attempts")*

**Original 2.a.2:** A formal grievance is filed in writing with the Senate Agenda Committee (SAC). ~~The Senate's grievance coordinator will send copies~~ Copies of the grievance will be sent to the Department Chair (or equivalent), Dean, Provost, and (if not one of these) the person whose action occasioned the grievance. SAC may appoint a Senate Agenda Committee member to serve as a Liaison for each grievance. Normally, the SAC Secretary shall serve as the liaison to the grievance committee. Another SAC member shall be appointed as the liaison to the grievance committee when the SAC Secretary is unable to serve in this role, for example, due to a conflict of interest.

*Retained at 2.a.1 with edits and new SAC Liaison provisions.*

**Original 2.a.3:** In ~~the~~ a formal grievance, the grievant will state the exact nature of the grievance, against whom it is filed, and the remedy sought. At this point, they may request resolution through the Early Provostial Review Option (see 4.e).

*Retained at 2.a.2 with cross-reference added.*

**New 2.a.3:** When a grievance is filed specifically against the Provost, an administrator within the Provost's Office, or the Office of the Provost, another party must replace the role of the Provost's Office within the typical grievance procedure (see 2.e for the process).

**Original 2.a.4:** ~~In the event that informal steps to resolve the situation are ongoing, the grievant may request, in writing, that the Senate Agenda Committee automatically grant postponement of the Step Two for an additional two months. At any time that the grievant is dissatisfied with the progress of informal steps, they may, in writing, rescind this request and resume the normal grievance process~~

→ *Moved to 4.b.1 (with edits: "of the Step Two" → "for initiating Step Two"; "two months" → "2 months")*

##### 2.b. Step Two: Mediation by an ad hoc Faculty Committee

**Original 2.b.1:** ~~As soon as possible after the Senate Agenda Committee has received notice of a grievance, or notice that Early Provostial Review has not resolved the grievance, it~~ The Senate Agenda Committee shall appoint an *ad hoc* Mediation Committee composed of three faculty members, with at least one member from the same faculty category. In appointing this Committee, the Senate Agenda Committee will normally appoint faculty members not involved with the grievant or their department.

*Trigger clause moved to 3.b.1 (simplified to "As soon as possible after Step One has completed"). Process content retained at 2.b.1.*

**Original 2.b.2:** The *ad hoc* Mediation Committee shall be neutral and impartial as it attempts to mediate the dispute. During this phase of the procedure, the committee may suggest ways to resolve the dispute, but the Committee shall make no formal findings

with respect to the grievance other than to determine whether the grievance falls within the definition of a grievance, and/or whether it is insubstantial or frivolous. The *ad hoc* Mediation Committee shall conduct the meetings in *Steps Two and Three*. ~~However, the inability of one Committee member to attend such meetings shall in no way change any prescribed time limits.~~

**Last sentence** → **Moved to 4.b.3. Remainder retained at 2.b.2.**

**Original 2.b.3:** ~~As soon as reasonably possible after the establishment of the *ad hoc* Mediation Committee, its chair shall arrange for one or more meetings with the relevant parties in an effort to resolve the grievance.~~ At any meeting where the grievant is present, the grievant may be accompanied by a member or members of the Northeastern University community.

**First sentence** → **Moved to 3.b.2 (with "chair" → "Chair"). Second sentence retained at 2.b.3.**

**Original 2.b.3.a (threshold determination):** Retained at 2.b.4 with Provost-alternative language added to sub-items i and ii. Provost-alternative parenthetical added throughout.

**Original 2.b.3.b (summoning attendance):** Retained at 2.b.5. "such as" → "including but not limited to"; "Office of" → "Office for".

**Original 2.b.4 (Dean attendance):** Retained at 2.b.6. "shall require" → "may require" (mandatory → discretionary).

**Original 2.b.5 (Provost meeting if no resolution):** Process content retained at 2.b.7. "his or her designee" → "their designee"; Provost-alternative language added; "of and/or input by" replaces "of"; "who may help resolve the grievance" added; "a member" → "a member or members".

**The 10-working-day deadline and "no resolution forthcoming" trigger** → **Moved to 3.b.4.**

**Original 2.b.6 (proposed resolution):** Retained at 2.b.8. No changes.

**New 2.b.9 (from original 2.e.3): Unless the grievance has been resolved, withdrawn or otherwise terminated, the *ad hoc* Mediation Committee shall make no formal findings or report before the end of *Step Two*.**

## 2.c. Step Three: Request for Arbitration

**Original 2.c.1:** ~~If the grievant is not satisfied with the disposition of the grievance at *Step Two*, or if no decision has been rendered within ten working days after the meeting with the Provost (*Step Two*) or within ten working days of receipt of a proposed resolution formally submitted by the *ad hoc* Mediation Committee to the parties, the grievant may request, in writing, to the Chair of the *ad hoc* Mediation Committee that the grievance be submitted to arbitration. If the grievant does not file a request for arbitration by the end of 30 working days after the *Step Two* disposition and/or meeting, or the transmittal of the Committee's proposed resolution, the grievance is closed.~~

→ **Timeline content moved to 3.c.1 (30-day deadline) and 4.c.1 (closure provision). Process trigger removed from Section 2.**

**Original 2.c.2:** The *ad hoc* Mediation Committee will, ~~within ten working days after receipt of the request for arbitration, decide by a majority vote if the grievance shall be arbitrated. In doing so, the~~ When determining, by a majority vote, if the grievance shall be arbitrated, the *ad hoc* Mediation Committee will not determine whether or not the grievance shall be upheld, but only whether the grievance shall be arbitrated. The *ad hoc* Mediation Committee shall determine if (a) the claim falls within the definition of a grievance,

b) the remaining issues beyond any settlement currently offered by the Provost (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), are neither clearly insubstantial nor frivolous, and (c) the remedy sought is within the power of an arbitrator. If these conditions are met, the *ad hoc* Mediation Committee shall decide in favor of arbitration.

**10-day deadline** → **Moved to 3.c.2. Process content restructured and retained at 2.c.1.**

**Original 2.c.3–5:** Retained at 2.c.2–4. Minor edits: "to the" added before "appropriate supervisory unit".

## 2.d. Step Four: Arbitration

**Original 2.d.1:** ~~If the grievance is to be arbitrated, the *ad hoc* Mediation Committee will so notify the Provost and the grievant.~~  
→ **Moved to 3.d.1 (with cross-reference to 3.c.2 added).**

**Original 2.d.2:** ~~Within fifteen calendar days after the notification of the Provost, the Provost (or their designee) shall meet with the grievant for the purpose of explaining the process of filing a demand for arbitration with the American Arbitration Association. At the request of the grievant or the Provost, the ad hoc Mediation Committee's Chair may also be present at this meeting. The University must file such demand within 15 calendar days after this meeting, as long as the escrow requirement of subsection 5(d) has been met, or within 5 days after University Counsel receives notice that the grievant has met the escrow requirement, whichever comes later. If the grievant has not met the escrow requirement within 90 calendar days of the demand for arbitration, the grievance will be deemed to have been withdrawn.~~

→ *Split: 15-day meeting* → 3.d.2; *filing demand* → 3.d.3; *90-day escrow* → 4.d.1. *Committee Chair attendance provision deleted.*

**Original 2.d.3 (arbitrator selection):** Retained at 2.d.1. No changes.

**Original 2.d.4 (arbitrator powers):** Retained at 2.d.2. No changes.

**Original 2.d.5 (costs/escrow):** Retained at 2.d.3. Minor edits: "services and fees" → "services, and fees"; comma removed before "or transferred."

**New 2.d.4 (from original 2.e.4):** Copies of the arbitration decision shall be sent to the grievant, the Provost (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), and the Chair of the Senate Agenda Committee.

## 2.e. Miscellaneous → Reorganized

**Original 2.e.1.a (filing extension):** ~~The time limit for filing a grievance as specified in section 2.a may be extended beyond three months with written agreement of the Provost, the grievant and the Senate Agenda Committee grievance officer.~~

→ *Moved to 4.a.2 (with Provost-alternative language added; "three" → "3").*

**Original 2.e.1.b (expedite/extend):** ~~"It is important that grievances be processed as rapidly as possible. The number of days indicated at each step shall be considered a maximum, and every effort will be made to expedite the process." However, the time limits specified may be extended by mutual agreement if it is difficult to form an ad hoc mediation committee due to time of year.~~

*Extension provision* → *Moved to Section 4 general paragraph (with "Consent to the agreement shall not be unreasonably withheld" added). Exhortation to expedite deleted.*

**Original 2.e.1.c (summer suspension):** ~~Because it is difficult to form an ad hoc Mediation Committee during the summer months, the clock for Steps Two and Three will normally be suspended during summer terms. However, the filing of a grievance under Step One must still occur within three months after the grievant became aware of the grievable event(s).~~

*First sentence* → *Moved to 4.b.2. Second sentence (Step One reminder) deleted.*

**Original 2.e.1.d (waiver):** ~~A grievant shall have two weeks to respond after each step. If they fail to respond by the end of two weeks the grievance will be considered as waived. An involuntary delay such as illness or failure of the mails to deliver shall not be construed as waiving the grievance.~~

→ *Moved to Section 4 general paragraph (with "two" → "2"; "as" before "waived" removed; mail delivery reference deleted).*

**Original 2.e.2 (waiver disputes):** ~~If in the course of processing the grievance there is a dispute over whether a grievance has been waived, the parties will continue to follow the procedure and, if the grievant proceeds to arbitration, the arbitrator will decide whether or not the grievance has been waived.~~

→ *Moved to Section 4 general paragraph (minor punctuation edits).*

**Original 2.e.3 (no findings before Step Two):** ~~Unless the grievance has been resolved, withdrawn or otherwise terminated, the ad hoc Mediation Committee shall make no formal findings or report before the end of Step Two.~~

→ *Moved to 2.b.9 (cross-referenced in 3.b.3).*

**Original 2.e.4 (arbitration decision copies):** ~~Copies of the arbitration decision shall be sent to the grievant, the Provost and the Chair of the Senate Agenda Committee.~~

→ *Moved to 2.d.4 (with Provost-alternative language added).*

**Original 2.e.5 (outside counsel):** ~~No outside counsel (for the grievant or any other party to the grievance) may be present in any of the Step Two mediation meetings. However, all parties may be represented by counsel in arbitration proceedings.~~  
→ **Moved to 2.f.1.**

**Original 2.e.6 (document production):** ~~The University shall make available to the grievant relevant materials pertaining to the case. However, documents developed in tenure and promotion proceedings with the understanding that they are confidential do not have to be made available to the grievant.~~  
→ **Moved to 2.f.2.**

**Original 2.e.7 (SAC case assistance):** ~~The Senate Agenda Committee will, upon request, provide the grievant and/or the person whose action occasioned the grievance with the names of faculty members or others who may be of assistance in preparation and presentation of their case in the grievance procedure.~~  
→ **Moved to 2.f.3.**

**Original 2.e.8 (confidentiality):** ~~It is important that testimony and deliberations which take place under this procedure shall be kept confidential by the parties and by those involved in the resolution of the grievance.~~  
→ **Moved to 2.f.4 (minor comma added).**

**Original 2.e.9 (written withdrawal):** ~~If at any point the grievant determines to withdraw the grievance, they shall do so in writing to the Senate Agenda Committee.~~  
→ **Moved to 2.f.5.**

**Original 2.e.10 (employment termination):** ~~If, during the course of a grievance, the grievant's University employment terminates for any reason, the grievance shall be discontinued, except that when the grievance involves non-renewal of contract the grievant may request, in writing to the Senate Agenda Committee, that the grievance be continued.~~  
→ **Moved to 2.f.6 (minor comma added).**

#### New Sections in Proposed (no original equivalent)

**New 2.e:** Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost — entire section (6 provisions) is new.

**New 2.f:** General Provisions — section label is new; content moved from 2.e Miscellaneous (see above).

**New Section 3:** Typical Grievance Process Timeline — entire section structure is new; content drawn from various locations in original Section 2 (as detailed above).

**New Section 4:** Grievance Process Timeline Exceptions — section structure is new; content drawn from original 2.e.1 (Timeliness) and original 2.a.4/2.c.1. Includes new provisions for approved leave, 15-week cap, and consent language.

### 3. Early Provostial Review Option ~~for Use in Case of Alleged Procedural Violations~~

**Original 3.a–d (entire section):** ~~All four provisions moved to proposed 4.e.1–4.~~  
**With edits:** "ten workdays" → "10 working days"; "two weeks" → "2 weeks"; "the grievance is denied" → "the request for Early Provostial Review is denied"; "this provostial review procedure" → "this Early Provostial Review procedure"; title qualifier deleted.

**Appendix B**  
**Faculty Survey Question 25-1 Priorities for FH Theme Analysis (Claude-derived)**

**Survey Statistics (Q25\_1)**

**Response Summary:**

- Total survey respondents: 591
- Responses to this question: ~97 substantive responses
- Response rate for this question: ~16.4%
- Blank/no response: ~494 (83.6%)

**Major Themes & Frequency**

**1. Promotion & Tenure (35 responses, 36%)**

**Sub-themes:**

- Clarity of criteria and expectations (12)
- Timeline and process issues (8)
- Mid-career/3rd year review needs clarification (3)
- Impact of factors outside faculty control (funding, budget cuts) (4)
- Department chair letter timing (2)
- Requirements by years of service (2)
- Collaborator letters (1)
- Teaching observations (1)
- General confusion about process (2)

**2. Non-Tenure Track Faculty Issues (28 responses, 29%)**

**Sub-themes:**

- Employment protections and job security (9)
- One Faculty Model implementation (5)
- Co-op faculty designation/distinction (4)
- Promotion procedures for NTT (4)
- Contract issues and workload (3)
- Administrative opportunities for FTNTT (2)
- Post-retirement benefits (1)

**3. Academic Freedom & Free Speech (15 responses, 15%)**

- Explicit mentions of academic freedom (8)
- Freedom of expression (3)
- Government/regulatory pressure concerns (2)

- Faculty safety and university support (2)

#### 4. Administrative Accountability & Oversight (22 responses, 23%)

##### Sub-themes:

- Performance evaluations of administrators (7)
- Shared governance concerns (6)
- Faculty votes of no confidence mechanisms (3)
- Hiring and evaluation of leadership (3)
- Dean search committees (2)
- Chair search process (1)

#### 5. Compensation & Equity (18 responses, 19%)

##### Sub-themes:

- Pay transparency (2)
- Equity review process and timing (3)
- Merit review inconsistencies (6)
- Cost-of-living adjustments (1)
- Salary raises with seniority (2)
- Summer pay (1)
- Resources for contract renewal raises (2)
- Overload pay policies (1)

#### 6. Workload Policies (17 responses, 18%)

##### Sub-themes:

- Inconsistency across colleges/departments (6)
- Teaching load calculations (4)
- Joint/dual-appointed faculty workload (4)
- Part-time vs. 8-month vs. 12-month contracts (2)
- Service workload metrics (1)

#### 7. Leave Policies (12 responses, 12%)

##### Sub-themes:

- Parental/bonding leave (4)
- Medical leave (3)
- Family leave policy outdated (3)
- Sabbatical eligibility after leaves (5)
  - **Critical issue: Medical/parental leave causing loss of sabbatical eligibility**

## 8. Artificial Intelligence Policies (11 responses, 11%)

- AI in teaching and research (8)
- Enforcement of AI restrictions (2)
- Faculty use of AI (1)

## 9. Grievance & Support Systems (12 responses, 12%)

### Sub-themes:

- Grievance procedures inadequate/toothless (5)
- Support mechanisms for faculty facing retaliation (2)
- Peer-based support structures needed (2)
- Non-retaliation policy enforcement (2)
- Grievance committee composition (1)

## 10. TRACE/Teaching Evaluations (8 responses, 8%)

- TRACE concerns (reliability, misuse) (5)
- Alternative evaluation methods needed (2)
- TRACE results shared with students (1)

## 11. Network Campus Issues (6 responses, 6%)

- Boston-centric policies don't apply elsewhere (2)
- Faculty governance across campuses (2)
- Merger/acquisition faculty protections (2)

## 12. Clarity & Communication (11 responses, 11%)

- Vague language ("may" vs. "shall") (3)
- Typos and ambiguous language (2)
- Handbook too complex/long (2)
- Due dates unclear (1)
- Faculty unaware of handbook content (3)

## 13. Specific Policy Areas (smaller clusters):

- **Joint/Dual appointments** (6 responses)
- **Chair procedures & term limits** (5 responses)
- **Outside activities/conflicts** (3 responses)
- **Bylaws and procedures updates** (4 responses)
- **Immigration policy** (1 response)
- **IP ownership** (1 response)
- **Legal liability** (1 response)

- **Remote teaching options** (1 response)
- **Wellness days** (1 response)
- **Inappropriate workplace behavior** (2 responses)
- **Technology use policy** (1 response)
- **Identity politics** (1 response - critical)

#### 14. Systemic Concerns (8 responses, 8%)

- Handbook lacks enforcement power (3)
- Rules not followed by colleges (2)
- Faculty unity needed over rules (2)
- Handbook is a "figleaf" (1)

### Key Findings

**Highest Priority Issues** (based on frequency + intensity):

1. **Promotion & Tenure clarity** - Most frequently mentioned
2. **NTT faculty protections** - Urgent equity concern
3. **Leave policies affecting sabbatical** - Discriminatory impact
4. **Administrative accountability** - Governance crisis
5. **Academic freedom** - Political climate concern

**Critical Equity Issues:**

- Sabbatical penalty for medical/parental leave (potentially discriminatory)
- NTT faculty vulnerability and wage disparities
- Compensation equity process inadequate
- Network campus faculty exclusion

**Emerging Issues:**

- AI policies urgently needed
- Network campus integration problems
- Post-merger faculty protections absent

**Tone Analysis:**

- **Frustrated/Urgent:** 40% of responses
- **Constructive/Specific:** 45% of responses
- **Resigned/Cynical:** 15% of responses

**Appendix B**  
**Faculty Survey Question 25-2 Importance to Update FH related to Joint Appointments Survey Response Summary**  
**(Claude-derived)**

**Survey Statistics - Joint Appointments Question**

**Question:**

"How important is it for the Faculty Senate to update procedures specified in the Faculty Handbook related to hiring, tenuring, and promoting faculty with joint appointments at the University?"

**Response Summary**

**Out of 591 total respondents:**

Category	Count	% of Respondents	% of Total Survey
Extremely important	110	26.0%	18.6%
Very important	115	27.1%	19.5%
Moderately important	95	22.4%	16.1%
Slightly important	22	5.2%	3.7%
Not at all important	17	4.0%	2.9%
No Opinion	65	15.3%	11.0%
No response/Blank	167	—	28.3%
<b>TOTAL RESPONSES</b>	<b>424</b>	<b>100%</b>	<b>71.7%</b>

**Key Findings**

**1. Strong Support for Updates (53.1% high importance)**

- **Combined "Very important" + "Extremely important":** 225 responses (53.1% of respondents, 38.1% of total survey)
- This represents majority support among those with an opinion

**2. Low Opposition (4.0%)**

- Only **17 respondents (4%)** said this was "Not at all important"
- **39 respondents (9.2%)** rated it as slightly or not at all important
- Opposition is minimal

**3. Moderate Support Group (22.4%)**

- **95 respondents** found this "Moderately important"
- This middle group represents nearly a quarter of responses

#### 4. Significant "No Opinion" Rate (15.3%)

- **65 respondents** selected "No Opinion"
- This may indicate:
  - Faculty without joint appointments
  - Lack of familiarity with joint appointment issues
  - Uncertainty about current procedures

#### 5. Response Rate (71.7%)

- **424 responses out of 591** possible
- **167 people skipped** this question (28.3%)
- Higher engagement than the open-ended question (71.7% vs 16.4%)

#### Importance Score Analysis

If we assign numerical values to calculate a mean importance score:

- Extremely important = 5
- Very important = 4
- Moderately important = 3
- Slightly important = 2
- Not at all important = 1

#### Weighted Average (excluding "No Opinion"):

- $(110 \times 5 + 115 \times 4 + 95 \times 3 + 22 \times 2 + 17 \times 1) / 359 = \mathbf{3.83 \text{ out of } 5}$

This indicates **above-moderate to high importance** among faculty with an opinion.

#### Statistical Insights

##### Support Levels:

- **Strong support** (Very/Extremely important): 53.1%
- **Moderate to strong support** (Moderately/Very/Extremely): 75.5%
- **Any level of importance** (Slightly through Extremely): 80.7%
- **Opposition or disinterest** (Not at all/Slightly): 9.2%

##### Sentiment Breakdown:

- **Positive sentiment** (important): 80.7%
- **Neutral** (No Opinion): 15.3%

- **Negative sentiment** (not important): 4.0%

## Comparative Context

This issue ranks relatively high compared to typical governance questions because:

1. **Large majority see it as at least moderately important** (75.5%)
2. **Over half consider it highly important** (53.1%)
3. **Very low opposition** (4%)
4. **High response rate** (72%) suggests relevance to many faculty

The "No Opinion" rate (15.3%) is notable and likely reflects:

- Faculty at single appointments who see this as not relevant to them
- Newer faculty unfamiliar with joint appointment complexities
- Faculty who haven't encountered joint appointment issues

## Conclusions

### Clear Mandate for Action:

The data shows **strong faculty support** for updating joint appointment procedures:

- More than **3 in 4 faculty** (75.5%) rate this as moderately to extremely important
- More than **1 in 2 faculty** (53.1%) rate this as very to extremely important
- Only **1 in 25 faculty** (4%) oppose updates

### Priority Level:

This should be considered a **HIGH PRIORITY** item for the Faculty Handbook Committee based on:

- Strong majority support
- Low opposition
- Consistent with open-ended responses mentioning joint appointments as a concern
- High engagement/response rate

### Recommendation:

The Faculty Senate has clear mandate from faculty to prioritize updates to joint appointment procedures in the Faculty Handbook.

