

Salaried staff are expected, by their attitude, behavior, beliefs, interpersonal relationships, and fulfillment of campus responsibilities, to enhance the academic, religious, and social atmosphere of the university.

When an employee's personal or professional life is contrary to the philosophy, objectives, and policies of the university as stated in university publications (including this *Employee Handbook*) as voted by the Board, the department director/supervisor or vice president (a) will direct corrective measures by the employee, (b) document the process and the corrective measures, and (c) will generally utilize the following suggestions:

- a. The problem(s) should be clearly identified based on documentation and/or ongoing evaluations.
- b. The employee should be given a reasonable time to comply with the corrective measures.
- c. Southern will make available to the employee resources that may assist with corrective measures.
- d. Appropriate supervision and/or evaluation during the designated time frame for correction of problem(s) should be documented.

If these corrective measures are not successful, then the department director/ supervisor will make recommendations to the vice president regarding further discipline or termination of employment with the university (see Disciplinary Policy, 2180).

The following grievance procedure is available to salaried staff members who believe that their treatment at Southern Adventist University has not been in accordance with the written policies of the University or its representatives. This procedure is also one of the methods by which concerns of harassment on account of race, color, sex, age, ethnicity or disability or sexual misconduct may be presented to the university.

Membership of the Grievance Committee: The membership of the grievance committee shall consist of the following members whose terms shall last two years. Committee members may serve two consecutive terms maximum. Members shall be elected on a staggered terms basis to provide some continuity of understanding and approach.

1. Chair, elected by the University Senate from faculty or salaried staff to 5-year renewable terms.
2. Three faculty members, elected by the University Senate
3. One alternate faculty member, elected by the University Senate
4. Three staff members, elected by the University Senate.
5. One alternate staff member, elected by the University Senate

The Human Resources director of the university shall be, ex officio, the non-voting secretary of the Grievance Committee.

The Grievance Committee shall be empowered to replace such members as may excuse themselves from involvement in a particular grievance due to any conflict of interest, up to a maximum of two from each category (faculty, salaried staff). In selecting replacement members, the committee shall avoid choosing individuals with any known reason for bias regarding the case at hand. In no case shall the committee

function with fewer than five members, specifically including the chair. In the event that the chair shall not be able to serve due to conflict of interest, he/she will be replaced for the purposes of the particular case in hand by an individual appointed by the Executive Committee of the University Senate.

Upon appointment or election, each committee member must sign a confidentiality statement. The signing of such a statement shall be understood to preclude discussion of the case outside of committee meetings, except as individual members of the committee may be directed to conduct necessary investigations. As a precaution, all personal notes taken during the meetings are to be left in the custody of the secretary of the committee between meetings.

At the end of the grievance process, all pertinent materials, including the written grievance, written responses to the Grievance Committee members' personal notes, and records of committee procedures and actions shall be kept in the grievant's personnel file in the Office of Human Resources for no less than three years after the conclusion of the grievance process or for the duration of employment. The file containing these materials shall be sealed, and shall have the name of the grievant and of the individual who chaired the committee through the process on the outside.

Jurisdiction: The Grievance Committee shall have jurisdiction over matters including, but not limited to age, race, gender discrimination, color, national origin, handicap/disability, harassment, sexual misconduct, termination of employment, and non-renewal of employment agreement.

In no case shall a grievance petition be entertained by the committee, until appropriate lesser forms of redress have been thoroughly explored, as follows:

1. The grievant may discuss directly with the respondent the allegations of the grievance and work with the respondent to resolve any concerns.
2. If the action suggested in paragraph 1 is unsuccessful, ill-advised, or otherwise inappropriate, the grievant is encouraged to first discuss his/her concerns with the supervisor or department chair or school dean who is responsible for taking appropriate action. If the grievance directly involves the supervisor, the grievant may go to the vice president having jurisdiction, at which point, if possible, the matter may be concluded by mutual consent. If a grievance directly involves an individual at the level of vice president, the grievant should bring the matter to the attention of the president.
3. If there is no mutually satisfactory resolution at an earlier stage, or if the grievant does not wish to bring the matter directly to the chair, dean, or supervisor, the grievant may contact the chair of the university Grievance Committee to seek resolution, as in paragraph 4 below.

If the matter is informally resolved at any point after the Grievance Committee has become involved, the grievant shall send written notice to the Grievance Committee that no further university action is needed or desired. In such event, the chair of the Grievance Committee shall place records pertaining to the grievance and its informal resolution in the Office of Human Resources, to be kept unsealed for a minimum of three years.

4. If the grievance is not resolved by any of the means described above, the grievant shall file a written grievance with the Grievance Committee after termination of the informal process. Should the chair be temporarily unavailable, the grievance shall be presented to the Human Resources director of the university. The written grievance should include a clear description of the problem, a description of efforts at reconciliation already undertaken, supporting evidence and documentation, and a statement of the remedy, or remedies, sought by the grievant.

The Grievance Committee chair shall, within 5 working days of receiving the written grievance, schedule a meeting of the Grievance Committee. The Grievance Committee shall meet within 20 days from the time the grievance was delivered to the chair. At the first session of the Grievance Committee, the committee shall make an initial determination concerning the following:

Whether a prima facie grievance, in fact, exists.

- a. Whether all lesser avenues of remedy have been appropriately explored.
- b. Whether additional written documentation or information is needed.
- c. Whether any persons not on the committee will be requested to attend future meetings.

If the Grievance Committee determines that a prima facie grievance does not exist, it shall notify the president, in writing, of that determination. The written letter shall also specify the reasons that the committee reached that determination. The president will notify the grievant of that decision.

If the committee's determination favors the president, he shall be free to implement his original intent and he shall so notify the grievant in writing within 5 working days of receiving the committee's report. If the committee's determination favors the grievant, the president shall meet in a timely manner with the entire Grievance Committee in an effort to reach consensus regarding the situation. If consensus can be reached, the president shall abide by it. If consensus cannot be reached, the president shall thereafter be free to proceed according to his/her best judgment within 5 working days of the consensus-seeking meeting, the president shall present to the grievant, in writing, the vote of the committee and his/her own final determination. This act shall mark the conclusion of the grievance procedure, at which point all university avenues of appeal shall be deemed to have been exhausted.

MOVING

4050

All moving and travel expense in which the university participates must be arranged with the Office of the Vice President for Financial Administration. Choice of mover and arrangements for moving will be made by that office in consultation with the employee to be moved.

Travel Expense

1. **Mileage:** If traveling by private car, an allowance will be paid for one car at the published mileage allowance for SDA church employees by the shortest route. Allowance for up to two cars will be made for employee and spouse. No allowance will be made for additional cars.
2. **Motel expense:** It is urged that modest priced motels be used. Motel and per diem expenses are reportable based on traveling approximately 500 miles per day.
3. **Per diem:** At the published rates for SDA church employees based on a minimum of 500 miles per day.

Packing and Moving

Incoming employees are to pack their household items in good containers or cartons. These will be accepted by the mover only if properly packed, taped and tagged.

The university will use commercial or conference moving vans. If a commercial carrier is used, the employee may wish to purchase extra moving insurance since the insurance from commercial carriers is minimal and would not replace all items in case of loss. The university will pay the cost of one moving van of personal and household effects with some exceptions as noted below.