



February 15, 2021

**ADMINISTRATIVE PROFESSIONAL  
PERSONNEL POLICY MANUAL**

**OAKLAND UNIVERSITY  
ROCHESTER, MICHIGAN**

Oakland University prohibits unlawful discrimination against any person on the basis of race, sex, gender identity, gender expression, sexual orientation, age, height, weight, disability, color, religion, creed, national origin or ancestry, marital status, familial status, or veteran status.

## **BOARD APPROVAL**

The Board of Trustees approved this Personnel Policy Manual for Administrative Professional Employees ("Manual") effective February 15, 2021.

Upon Board of Trustees approval, updated provisions within this Manual and their effective date will replace outdated provisions. Updated provisions will be incorporated into the Manual as it appears on the University's website.

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## **INTRODUCTION**

### **Administrative Professional Employees**

Administrative Professional staff members ("AP") fill positions performing duties of an administrative and/or professional nature associated with the supervision and management of the affairs of Oakland University and are employed in accordance with the policies and administrative practices contained in this Manual. Intercollegiate Athletics management and coaches, Residence Directors, and persons whose employment is defined by the specific terms and conditions of an individual employment contract ("IC") are not APs and not subject to this Manual.

APs in salary bands S and above and APs in positions in the following departments are "At-Will" APs whose employment is terminable under Section II.1. of this Manual:

- Human Resources ("HR")
- The Office of Legal Affairs and Secretary to the Board of Trustees ("OLA")
- The Office of Diversity, Equity and Inclusion
- The Golf and Learning Center ("GLC")
- The Lowry Center

All APs in salary bands R and below, except those in the above-noted departments, are "Just Cause APs" whose employment is terminable under Section II.2 of this Manual.

If, as of December 31, 2003, an employee was a non-probationary AP in the former continuing contract system, that employee will be a Just Cause AP, even if they hold an At-Will AP position. Any such employee who subsequently moves to an At-Will AP position on or after January 1, 2009 will become an At-Will employee. An employee with an IC as of December 31, 2003, assumes the employment status of the position they hold and does not retain just cause status if they subsequently move to an At-Will AP position.

At-Will APs and Just Cause APs are collectively referred to as "APs" in this Manual, except when one or the other group is specifically identified as being subject to a particular employment policy or administrative practice.

### **Professional Organizations**

Two professional organizations are active at the University. Their purposes as set forth in the AP Association Bylaws and in the Constitution of the Administrative-Professional Assembly are quoted as follows:

1. AP Association:

"Purpose: The purpose of the Oakland University Administrative-Professional Association shall be to serve as a voluntary organization dedicated to the professional and financial interest of Administrative-Professional employees at Oakland University. The Association provides a means of communication between all Administrative-Professional employees and the university as employer in matters concerning wages, hours, and working conditions. The Association strives to promote a climate wherein the University can best fulfill its role and mission and still offer opportunities for professional contribution, professional development, and job security for its Administrative-

Professional employees.”  
This is a voluntary organization open to all APs.

2. AP Assembly:

“Purpose: The Assembly shall take an active role in the governance of the University by providing representatives to the University Senate and its committees as prescribed by the Senate and to other appropriate committees and shall serve as an advisory group to the President of the University. The Assembly shall also facilitate the personal and professional development of its Members, and provide service benefiting the University and the external community. The Assembly shall not represent its Members with regard to wages, hours, or working conditions, and shall not act as the collective bargaining representative of its Members.”

APs are members of the Administrative Professional Assembly (“Assembly”) and are invited to participate in University shared-governance through participation in the Assembly or as appointed by the Assembly.

Applicability of this Manual

This Manual is not an employment contract, collectively bargained agreement or contract of any kind, nature or description, but rather sets forth Oakland University (“University”) policies and administrative practices that apply to APs. The University reserves the right to modify, delete, or add to any of the policies and administrative practices set forth in this Manual at any time, with or without prior notice. After any such changes are approved by action of the University’s Board of Trustees, APs will be given written or electronic notice of the changes.

This version of the Manual, which has an effective date of February 15, 2021, as amended by any future changes approved by action of the University’s Board of Trustees, shall at any time be the complete statement of personnel policies and administrative practices regarding matters addressed, and shall supersede any conflicting policies and administrative practices and statements, oral or written, express or implied, past or present. No one at or affiliated with the University, including but not limited to employees, agents, or representatives, has the authority at any time, past, present, or future, to make oral promises or representations which in any way modify or conflict with the policies and administrative practices contained in this Manual, or which are binding on the University. APs cannot rely on any such promises or representations. The only future revisions to this Manual which can be relied upon by APs are those approved in writing by the University’s Board of Trustees.

Only the President or designee may in writing authorize and approve terms and conditions, in addition to policies and administrative practices contained elsewhere in this Manual that will govern an AP’s separation from employment.

Further information relative to the implementation of these policies and administrative practices may be obtained by contacting HR.

Categories of Employees

**Regular Full-Time Employees** work at least forty (40) hours per week and are employed in a position for an on-going or extended employment period. Regular Full-Time employees are eligible for specified benefits and paid time off, as set forth in this Manual. Please refer to the specific policy for eligibility information.

**Regular Part-Time Employees** work between twenty and thirty-nine hours (20-39) hours per week and are employed in a position for an on-going or extended employment period. Regular part-time employees are eligible for varying levels of benefits and paid time off, as set forth in this Manual. Please refer to the specific policy for eligibility information.

## **SECTION I - POSITION RESPONSIBILITIES**

APs are expected to perform the duties and carry out the responsibilities assigned to the position held. All positions are subject to changes in duties and responsibilities to meet University needs. APs with questions about their position responsibilities should discuss with their supervisors and contact compensation and benefits with questions.

## **SECTION II - EMPLOYMENT AND PROBATION**

Employment for At-Will APs. An At-Will AP serves at the pleasure of the University and is an employee-at-will, meaning that employment may be terminated at any time, with or without cause, with or without prior notice, by the University without recourse to the Complaint Resolution Procedure or any appeal process. There is no requirement that the notice of termination specify any reason for termination.

1. Employment for Just Cause APs. A Just Cause AP who has successfully completed the probationary period described in paragraph II.2., below, shall have employment security, without tenure in position, subject to termination only for just cause (see Section XIII), or in accordance with the Layoff and Recall policy (see Section IV), or because of the AP's inability to perform their job (see Section XV). The phrase "employment security, without tenure in position," means that the AP has no entitlement or security in any particular position or job assignment, and that the University retains its right to at any time transfer an AP to a different position or change an AP's job assignments. The AP will normally be given prior written or electronic notice of a transfer to a different position or a major change in job assignments.
2. Probation – Just Cause APs Only. Persons who are hired into a position classified as a Just Cause AP position will be on probation for a period of twelve (12) consecutive months beginning with the first date of active employment. If a probationary AP takes leave longer than ten (10) cumulative working days, that same period of absence shall be added to the probationary period. If the AP successfully completes the probationary period, they will become a Just Cause AP. Notwithstanding any policy or administrative practice in this Manual to the contrary, during the probationary period the employee serves at the pleasure of the University and is an employee At-Will, meaning that employment may be terminated at any time, with or without cause, with or without prior notice, and without recourse to the Complaint Resolution Procedure or any appeal process. Because of this probationary



status, there is no requirement that the notice of termination specify any reason for termination. Probationary APs are not eligible to apply for other positions.

3. Performance Appraisal. APs shall normally have their performance appraised on an annual basis consistent with procedures developed by HR.

### **SECTION III - WORKING HOURS AND ATTENDANCE REPORTING**

AP salaries are paid in consideration for their contribution of administrative and/or professional skills, knowledge, ability and talent, and for exercising discretion and independent judgment in connection with their primary job duties.

APs regularly work forty (40) hours per week; however, AP work schedules and the hours they work per week may vary considerably to meet University needs. APs are classified as exempt employees and do not receive overtime pay. Flexible Work Arrangements are available as approved by University guidelines.

An AP may engage in other work for the University that is distinctly separate and apart from the assigned job duties of their position; but only if the other work does not interfere with their performance of those assigned job duties, and the other work is approved in advance, in writing, by the AP's direct supervisor and Human Resources. Other work is also subject to the following restrictions.

In connection with course instruction, no AP may teach a number of courses or credit hours than would classify them as a special lecturer.

If the AP's other work and/or course instruction can be accomplished through release time from the assigned job duties of their position, then no additional pay will be authorized. If release time from the assigned job duties of their position is not authorized, but the other work is to occur outside the APs regular work schedule (such as at-night or on-weekends), or outside an approved, adjusted but not reduced, work schedule, then the AP may be compensated subject to the pay policies governing the other work by obtaining prior approval, in writing, from the AP's direct supervisor and Human Resources.

Each AP must report their attendance by submitting an accurate, complete and certified University leave report to their direct supervisor no later than the last working day of each calendar month. The report must include all AP absences that occurred during regularly scheduled work days and the reasons for the absence. If the absence codes on the leave report are inadequate to explain the AP's absence, then further explanation must be provided in the comments section.

### **SECTION IV - LAYOFF AND RECALL – JUST CAUSE APs ONLY**

1. University Discretion. Nothing in this section shall diminish the University's traditional management prerogatives, including but not limited to the rights, in its sole judgment and discretion, to determine the size and nature of its workforce, to effect partial or complete reorganization, to assign work, to determine qualifications, and to make whatever changes it

deems appropriate in assignments, duties, responsibilities, qualifications for work and positions.

2. Position Elimination. In the event that the University, in its sole judgment and discretion, determines that it is appropriate to reduce the number of positions held by APs, such that an AP's position is eliminated, the following definitions and procedures shall apply. Paragraphs 3 through 7, below, are applicable only to APs who, prior to August 1, 1999, were employed by the University as an AP in the then-existing continuing contract system, and not as an IC, ("grandfathered APs") except that these paragraphs are not applicable if a grandfathered AP moves into an At-Will AP position on or after January 1, 2009.
3. Paragraph 8, below, applies to all Just Cause APs who are not grandfathered, and At-Will APs.
4. Definitions.
  - A. Layoff. The loss of employment resulting from the elimination of one's position. An AP will receive ninety (90) day notice of layoff.
  - B. Bumping. Replacing a less senior Just Cause AP in a position at the same or at a lower salary level for which the more senior Just Cause AP is "fully qualified."
  - C. Fully Qualified. Possessing all the critical knowledge and competencies, including but not limited to the qualifications contained in any position description, for satisfactory performance of the duties and responsibilities of a position after a normal period of orientation and with no more than normal supervision and without the need for retraining (unless minimal retraining is authorized by the manager of the department in which the position is located).
  - D. Critical Competencies. Technical skills, and other present abilities, some of which are acquired through education (which may include minimum degree, licensing, or certificate requirements), training, or experience, which are necessary for satisfactory performance of the primary duties and responsibilities of a position.
  - E. Seniority. A Just Cause AP's seniority for purposes of bumping shall be determined by the total years of continuous service performed at the University as an AP, prorated in the case of part-year or part-time service, plus any prior service credit awarded by the University, less any unpaid leave in excess of thirty (30) days whether or not the leave was continuous.
5. Reassignment to Open Positions. When a Just Cause AP position is eliminated, and the occupant of the position is not already assigned other responsibilities (for example, pursuant to a restructuring or reorganization), an affected AP may be reassigned to an open Just Cause AP vacancy at or below the AP's current salary grade if:
  - A. An open vacancy exists during the layoff notice period;
  - B. The AP desires reassignment; and
  - C. The AP is fully qualified as determined by the University to perform the work of the position. Should two (2) or more affected fully qualified APs desire the same position, the University shall determine the reassignment.

APs eligible for reassignment to an open vacant position may waive their rights under this section in return for their receipt of the enhanced notice/severance program described in paragraph 8 below.

D. The current salary of reassigned APs will be maintained provided that the salary is within the range of the band for the reassigned position. Salaries above the maximum of the band for the reassigned position will be reduced to the maximum

6. Reassignment Through Bumping. The AP has a right, if fully qualified to do the work as determined by the University, to bump to a Just Cause AP position at the same or a lower salary grade occupied by a less senior AP. The AP shall indicate positions of interest, which the AP feels qualified to perform. The University shall determine the positions available for reassignment (not limited to positions indicated by the AP) based on its consideration of the factors it deems relevant, including but not limited to the AP's qualifications, the AP's preferences, and University needs. In the event the AP requests placement in a position for which the AP is fully qualified and which is available for reassignment, the University may assign the AP to another position in lieu of bumping -- with equal or higher pay -- if the University deems such a position to be more appropriate or less disruptive to the best interests of the University.

APs eligible for reassignment through bumping may waive their rights under this section in return for their receipt of the enhanced notice/severance program described in paragraph 8.

7. Recall Rights. APs laid off shall be subject to recall on the following basis:

- A. An AP, including one who refused reassignment, shall be eligible for recall for a period equal to their length of service, not to exceed five (5) years, subsequent to the date of layoff.
- B. APs who are eligible for recall under 7.A., above, shall be recalled to fill vacant Just Cause AP positions (existing or newly created) for which they are fully qualified in order of seniority (i.e., the most senior fully qualified AP will be the first to be recalled).
- C. Every June following the layoff date, a laid off AP is required to notify the University in writing of availability for recall, along with any change in the last address contained in the AP's personnel file. Failure to provide such notice by June 30 will terminate that AP's right to recall.
- D. The University shall notify a laid off AP of recall by sending a registered letter to the last address shown in the AP's personnel file. In the event that the recalled AP does not notify the University of acceptance of recall within fifteen (15) calendar days of the date on which the notice is sent, the AP shall be deemed to have refused recall and shall have no further recall rights.
- E. Service seniority does not accrue during layoff, nor do benefits continue, except as may be required by law.
- F. At the expiration of any recall period or at the termination of recall rights as provided in subsection 7.C. or 7.D. above, if the University has not returned the AP to a position, the laid off APs status as an AP and all attendant rights and privileges of employment shall terminate.

8. Rights Applicable to Just Cause APs Hired Prior to August 1, 1999 on an Individual Contract, or After August 1, 1999. Just Cause APs hired prior to August 1, 1999 on an Individual Contract or after August 1, 1999 shall not have the bumping rights specified in subsection 5 above. In lieu of these bumping rights, those APs shall have the following rights to severance pay and/or notice.

Just Cause APs hired prior to August 1, 1999 on an Individual Contract or after August 1, 1999 who are laid off by the University will be provided severance pay (and/or working notice in lieu of severance pay) subject to the following terms and conditions:

- | A. | <u>Years of Service</u>                             | <u>Severance Pay</u> |
|----|---|----------------------|
|    | Less than 1 year of service                         | No Severance         |
|    | 1 year of service but less than 2 years of service  | 1 month salary       |
|    | 2 years of service but less than 3 years of service | 2 months' salary     |
|    | 3 years of service but less than 4 years of service | 3 months' salary     |
|    | 4 years of service but less than 5 years of service | 4 months' salary     |
|    | 5 years of service but less than 6 years of service | 5 months' salary     |
|    | 6 or more years of service                          | 6 months' salary     |
- B. To be eligible for severance, the AP shall execute a release and severance agreement within such time lines and subject to such terms and conditions as are established by the University, including, but not limited to, a waiver of any and all legal claims or potential legal claims the AP has or may have against the University and any of its related entities, its Trustees, its Board of Trustees, and its officers, employees, and agents. Unless the AP executes the release and severance agreement, he/she shall not be eligible for any of the severance provided.
9. Any newly hired AP, whose position is fully or partially grant or one-time funded, is not eligible for any provisions covered under section IV.

**SECTION V - SALARY BANDS**

The AP compensation structure consists of bands and salary ranges for each band, consisting of a minimum, midpoint, and maximum. Each position is assigned to a band within the structure, and APs are paid in accordance with the University's Salary Guidelines. New and reclassified positions are assigned to bands on the basis of their relative skill/knowledge requirements, market and responsibility level. The classification salary range data and Salary Guidelines can be found under the compensation section of the HR Website.

**SECTION VI - POSITION VACANCIES**

The University will conduct hiring and transfer activities in accordance with its Equal Opportunity policies and procedures. All AP position openings will be posted for a minimum of ten (10) working days, pursuant to University policy. An opening is a vacant position that the University

determines to fill. An opening does not occur where there is an administrative restructuring that does not result in any new positions. All qualified internal AP applicants will be given consideration. The salary offered to an AP who is a successful applicant for an AP posted vacancy, is outlined in the Salary Guidelines.

## **SECTION VII – PAID TIME-OFF**

### **1. Paid Holidays and Holiday Recess**

- A. The following days shall be observed as holidays with pay: Thanksgiving Day and the day following, Christmas Eve Day, Christmas Day; New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, and Labor Day. The workdays that fall between Christmas Day and the day before New Year's Eve Day are designated as recess days. Other recess days may be designated at the sole and absolute discretion of the University and may or may not require usage of vacation time.
- B. If the holiday falls on a weekend, another day may be designated by the University as the holiday with pay.
- C. If an AP's duties require work on a designated holiday or recess day, they may be authorized a regular work day off without loss of pay or charge to vacation accrual balances.
- D. Vacation days may be used in conjunction with paid holidays and recess days providing such use has been approved in advance by the appropriate supervisor.
- E. A regular part-time employee is entitled to paid holiday and recess leave proportionate to the employee's regularly scheduled work week (i.e., if the employee works twenty (20) hours per week, the employee is entitled to four (4) hours of paid time off for each holiday or recess day), provided that the employee would normally be scheduled to work on the day of the week on which the paid holiday or recess leave falls. In no event will the employee be paid more than the employee would otherwise have earned in a normal work week.

### **2. Vacation Time**

- A. APs accrue vacation on an incremental basis, depending upon length of service. Beginning July 1, 2021, for the first six months of employment, a full-time AP shall accrue vacation at a rate of 12.00 hours per month. Thereafter, the full-time AP shall accrue vacation at the rate of 16.67 hours per month.
- B. Vacation time will be used to record all time off other than sick leave including: planned vacations, and unplanned personal or emergency time. Supervisors will need to work with employees to ensure flexibility.
- C. Part-time APs vacation leaves accrual will be prorated on the basis of the part-time schedule worked.
- D. APs on an annual work schedule of less than twelve (12) months, vacation will not accrue during those months when the employee is not scheduled to work.

- E. APs in a pay status when payroll is processed will have their vacation time accrued. APs who are on an extended paid sick leave and have exhausted FMLA benefits or who are not in a pay status on the last day of a month consequent to the start of the payroll will not accrue vacation.
- F. Vacation balances may be carried forward from year to year and accumulated to a total equivalent of one and one-half (1½) times the applicable annual accrual.

Unused vacation time balances are paid upon resignation, up to and not to exceed 264 hours, if the AP provides at least a two (2)-week written or electronic notice to HR. APs terminated for cause are not eligible for payout of unused vacation time balances.

### 3. Bereavement Time

- A. If a death occurs among a member of an AP's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay but not for more than a total of five (5) working days for spouse, child and parent or three (3) working days for all other immediate family as described in 3B.
- B. Other Immediate family includes: sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, step-father, step-mother, step/half-brother, step/half-sister.
- C. One (1) day, the day of the funeral, is allowed in the case of the employee's uncle, aunt, nephew, or niece.

### 4. Jury and Witness Service Time

An AP will be excused from work without loss of compensation when ordered to jury duty or to testify as a witness in a judicial action (if the employee is not appearing as a witness for the plaintiff in a charge against the University and the employee is neither the plaintiff nor the defendant in the judicial action). The employee shall provide the University a written statement from the court showing the days served in a jury or witness capacity and fees received. The AP shall refund the University, through direct remittance (jury duty check) or via personal checks a sum equal to that amount received, except allowances for meals and travel.

### 5. Military Training

- A. A regular, full-time AP who is a member of a recognized federal or state military organization is allowed fifteen (15) working days excused absence without loss of pay when ordered to active duty for training. Additional absences without loss of pay will be authorized if an employee is ordered to active duty in domestic emergencies, up to ten (10) working days in a calendar year.
- B. Within ten (10) calendar days of returning to work, the employee must submit orders, or other documents as appropriate through the supervisor to HR.
- C. Time absent in excess of that served in an active military status will be charged to vacation leave, or when vacation leave is exhausted, to leave without pay.

- D. The employee shall refund to the University, either through payroll deduction or direct remittance, a sum equal either to the base pay received by the employee while on active duty or the University salary for the active duty period, whichever is less.
- E. To the extent applicable law provides greater benefits to military personnel, the University shall act consistently with those benefits, provided the employee is qualified under the law for such benefits.

6. Military Leave Without Pay

If you enter into active service in the armed forces of the United States, you will be granted a military leave of absence without pay and in accordance with the Uniformed Services Employment and Reemployment Rights act (USERRA) and any applicable state laws. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Continuation of certain benefits is also available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which you are otherwise eligible.

7. Sick Time

- A. Annual Paid Sick Leave Accruals for Full-time APs. The University provides yearly sick time to full-time APs based on period of service at the University as follows:

<u>Period of Service</u>	<u>Days Allowed</u>
Date of hire	13
Second year	26
Third year	39
Fourth year	52
Fifth year	65
Each year thereafter	130

Employees who miss ten (10) or more unscheduled absences, which may include tardiness, in the most recent twelve (12) month period, may be subject to coaching guidelines on how to deal with excessive absenteeism, which are available on the HR web site Managers Tool Kit.

Sick time is provided according to the above schedule at the commencement of an AP's date of hire and on their anniversary date thereafter. Sick time does not accumulate from year to year; the granting of sick time on the employment anniversary date automatically cancels any previously unused balance.

An AP who is on an extended paid sick leave and has exhausted FMLA benefits will not be credited with a new sick time allocation. Upon return to work an employee who was on leave on her/his anniversary will be credited a new allocation proportionate to the number of months remaining before the employee's next anniversary date.

Sick time benefits are reduced by any workers' compensation wage replacement benefits. Unused sick time is not paid off on resignation, retirement, or other termination, or death of the employee.

- B. Annual Paid Sick Leave Accruals for Part-Time APs. Part-time APs or those who are full-time and work less than twelve (12) months per year will be entitled to sick time on a pro-rata basis.
- C. Notice and Incremental Usage of Paid Sick Time. APs must notify their immediate supervisor at the earliest opportunity when they will be absent because of illness. Sick time may be used by APs for bona fide personal health situations such as physician, dentist, and optometrist appointments and treatment and/or incapacitation due to illness or injury. Incremental usage is also available for the spouse, dependent minor child, parent or legal guardian (up to a maximum of 30 days per calendar year).

## **SECTION VIII - LEAVE ADMINISTRATION**

### **General Provisions for Extended Leave**

Absence from work with or without pay and benefits is authorized under various conditions outlined below. Except in the case of a bona fide emergency, advance supervisory approval to take time off is required. APs shall notify their supervisor as soon as possible of an emergency situation that will affect the employees' work schedule and contact the Benefits and Compensation Services office. If leave authorization is not granted, an employee shall be placed on leave without pay for the absence period (including periods of less than one day), and may be subject to discipline. If an employee fails to return to work upon the expiration of an authorized leave, such action will be considered as a resignation and all rights and benefits are terminated. All absences must be reported on the Monthly Leave Report, or as otherwise required by the University.

1. More Than Five Consecutive Days of Paid Sick Leave. Any employee who uses sick time for a period of more than five (5) consecutive working days will be required to contact the University's 3rd party FMLA/Sick Leave administrator.
2. FMLA Benefits. Oakland University is covered by the Family and Medical Leave Act of 1993 (FMLA) Employees are eligible for the leave if they have been employed with Oakland University for at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) month period immediately preceding the date the leave commences. All FMLA benefits will be provided to employees consistent with the federal Family and Medical Leave Act of 1993 (FMLA) as may be amended from time-to-time and applicable University policies.

FMLA Leave will run concurrently with other types of leaves (sick time allocation and vacation accruals) so long as the employee would be entitled to use that leave for the same FMLA-qualifying reason. For example, an employee's sick time will run concurrently with FMLA Leave if the reason for the FMLA Leave is the medical condition of an employee or an employee's immediate family member.

**Refer to complete Leave of Absence FMLA policy on HR website.**



3. Sick Leave/FMLA (for leaves beginning July 1, 2021)

- A. An absence because of disability is covered by sick and vacation time accruals. The maximum duration of a leave of absence for disability reasons is 130 working days. If the AP exhausts all sick, vacation and FMLA Leave time prior to the 130th working day and has been employed for more than one year, the AP may apply for salary continuation, at 60% of base pay, for the remainder of the leave of absence up to the 130th working day from the original date of disability. To be eligible for salary continuation the AP must submit medical documentation to the University's 3<sup>rd</sup> Party Administrator (FMLA standards will be applied) who will inform HR if there is proper documentation to support the continued leave of absence request. If proper documentation has been authorized by the University's 3<sup>rd</sup> Party Administrator, HR will then process payments to the AP at 60% of base pay until the 130th day is reached. If, at that time, the AP is not able to return to work and perform the essential job functions, the AP's employment will be terminated and the AP will be provided the proper COBRA notification and options. An AP may be required to submit to examination/evaluation by a University-designated physician, at the University's expense, if there is question that the request is bona fide. If the employee disputes the University's selected physician diagnosis the dispute shall be processed through the medical dispute procedure as provided in ARTICLE XV.
- B. Prior to the termination date of the AP, the employee may apply for Long Term Disability (LTD) benefits. The LTD benefit shall be 60% of base pay up to the maximum as stated in the University's Plan documents for a period of time as determined by the University and the insurance carrier (see Section IX.3.) LTD eligibility determinations, payment of benefits, and all other administrative issues are the responsibility of the University's 3<sup>rd</sup> Party Administrator.

4. Personal Leave Without Pay

- A. An AP who has been employed at the University for more than twelve (12) months may apply for a personal leave of absence for no longer than twelve (12) months, without pay, after which point the AP's employment will be terminated if the AP does not return to work. Leave approval is solely at the discretion of the Department and the department reserves the right to fill the position.
- B. The employee must make arrangements with the Benefit & Compensation Services Office if continuation of insured benefits is desired, with continuation to be at the employee's expense.
- C. If an employee engages in non-University paid employment while on leave, the leave shall be canceled and the employee shall be considered to have voluntarily resigned their University employment.
- D. An employee must notify HR at least thirty (30) calendar days prior to the expiration of the authorized personal leave of absence of their availability and intention to return to work.

**SECTION IX - HEALTH AND WELFARE BENEFITS**

- 1. Effective Date. Those benefits indicated below will become effective the first of the month following 30 calendar days of employment. An Employee who fails to enroll in a program

within the time limits specified may do so during an annual open enrollment period as announced by the Benefit & Compensation Services Office.

2. Reservation of Right to Change Benefits. The University reserves the right to revise, alter or amend these benefits and/or change the carriers that provide them. APs will be notified of such changes in advance.
3. Plan Documents. In the event of any discrepancy or dispute between the language of this Manual and the language contained in the insurance carrier's benefit documents, the insurance carriers' documents shall be controlling.
4. Medical Coverage. The University will provide health insurance for all regular employees who elect this coverage who are scheduled to work a minimum of twenty (20) hours per week and who are expected to be employed at least six (6) months. Beginning in January 2021, the University shall make a monthly contribution equal to 90% of the least cost HMO plan for the respective level of coverage. The employee shall pay the remaining 10% of the health insurance cost based on their election. To the extent the University provides medical insurance to an employee's spouse. A summary of each plan shall be provided to the employee at hire and during annual open enrollment. An employee who is covered under another health insurance plan may elect on an annual basis not to enroll in any of the health insurance plans available to employees. Such an employee will receive one thousand dollars (\$1,000) in lieu of their enrollment. Employees who are hired after January 1 or who experience a life altering event may elect payment in lieu of enrollment, but will be paid on a prorated basis. An employee must provide proof of other health insurance prior to being authorized to opt out and receive payment. The University's payment toward the monthly premium for this coverage shall be determined on an annual basis and announced during the annual open enrollment period. The employee's portion of the premium, if any, must be paid through payroll deductions.
5. Dental. All regular APs who work a minimum of twenty (20) hours per week shall be eligible for dental coverage. Eligible employees may enroll in the dental plan when first hired or during an annual open enrollment period.
6. Vision Plan. All regular employees who work a minimum of twenty (20) hours per week shall be eligible for enrollment in at least one vision plan. Eligible employees may enroll in the vision plan when first hired or during an annual open enrollment period.
7. Medical Spending (Health Care Reimbursement) Account Match. For employees hired on or prior to December 31, 2011, the University will contribute funds each year to an individual's medical spending account pursuant to the following schedule:
  - \$100, if the individual contributes \$100 through \$124 to her/his plan
  - \$125, if the individual contributes \$125 through \$174 to her/his plan
  - \$175, if the individual contributes \$175 or more to her/his plan
8. Long Term Disability. The University will provide all regular employees scheduled to work at least thirty (30) hours per week with Long Term Disability insurance.
9. Life Insurance. The University will provide all regular employees scheduled to work a minimum of twenty (20) hours per week and who are less than sixty-five (65) years of age

with term life insurance in an amount equal to one times their annual salary. If an employee's salary is not an even multiple of \$1,000, the insurance coverage will be rounded up to the next even \$1,000. Premiums for this coverage are fully paid by the University, but an application is required within thirty (30) calendar days of employment. The University will provide a reduced amount of term life insurance benefits to those who have attained age sixty-five (65) in accordance with applicable law.

10. Optional Life Insurance. In addition to the Life Insurance described immediately above, the University will make available Optional Life Insurance. Premiums are subject to change as determined by the carrier and must be paid by the Employee through payroll deduction.
11. Collective Life Insurance. In addition to insurance described under paragraph IX.9 above, the University will provide all regular full-time employees with decreasing term life insurance. The dollar value of this coverage is determined by the age of the insured and decreases as age advances. Coverage ceases at age seventy (70).
12. Group Travel Accident Insurance. The University will provide all regular employees with travel accident coverage while traveling on pre-approved, official University business. This coverage is automatic and no application is required.
13. Accidental Death and Dismemberment Insurance. The University will make available optional accidental death and dismemberment insurance for the regular full-time employee and their dependents. Coverage will be available at various levels and premiums will be based on the plan selected. Application must be made within thirty (30) calendar days of employment or during an open enrollment period as announced by the Benefit & Compensation Services Office. Premiums must be paid by the employee through payroll deduction.
14. Workers' Compensation Insurance (Occupational Disability). The University provides workers' compensation insurance as required by Michigan law. This coverage is fully paid by the University. Sick time allocation and vacation accruals must be used to supplement workers' compensation payments up to 100% of the employee's normal salary. An occupational accident report must be filed in the Benefit & Compensation Services Office within twenty-four (24) hours of any accident unless extraordinary circumstances occur.
15. Social Security & Medicare Insurance. The University makes contributions and takes payroll deductions for social security coverage and Medicare insurance in accordance with federal law.
16. Unemployment Compensation. Employees may be eligible for unemployment compensation payments in the event of termination or layoff in accordance with Michigan law.
17. When Coverage Ceases. Benefit coverage continues until the end of the month in which termination of employment occurs for health, dental, and vision insurance plans. Continuation of coverage in the health, dental, and vision insurance plans may be available

in accordance with the provisions of federal law. University offered life and disability insurance end on the last day of active employment.

## **SECTION X - RETIREMENT PROGRAM**

### 1. Retirement Defined and Medical Benefits Available to Retirees

- A. Normal Retirement. Attainment of age sixty-five (65) with consecutive fifteen (15) years of full-time service qualifies an employee for normal retirement.
- B. Early Retirement. Attainment of at least age sixty-two (62) with at least consecutive fifteen (15) years of full-time service or attainment of consecutive twenty-five (25) years of full-time service at any age qualifies an employee for early retirement.
- C. Eligibility for Medical Benefits. To be eligible for health insurance upon retirement, an employee must be enrolled in a University-sponsored health insurance plan on the last day of active employment. This eligibility requirement applies to all forms of retirement described below.
- D. Medical Benefits for Retirees Who Have Attained Age 65. A retiree who has attained age sixty-five (65) is eligible for hospital-medical insurance to supplement Medicare Parts A and B.

For qualifying employees who retire on or after January 1, 2008, the University's contribution toward Medicare complementary coverage is limited to \$343 per calendar month for single party coverage.

Additionally, the retiree's spouse is eligible for continued coverage (supplement to Medicare if the spouse is age sixty-five (65) or older or continued coverage under a University group medical plan for those not eligible for Medicare). The University's monthly contribution for such premiums shall be as follows: (a) if the plan is Medicare complementary cover-age, the University contribution shall be the same as for the retiree described above; (b) if the coverage is for a spouse under age sixty-five (65), the University contribution shall be limited to the amount contributed by the University for single coverage in that same group health plan for active employees. For employees who retire on or after January 1, 2008, the University's contribution toward Medicare complementary coverage is limited to \$686 per calendar month for two- party coverage. Any premium costs for medical coverage beyond the University contribution as described above shall be the responsibility of the retiree or the retiree's surviving spouse who shall be required to make arrangements with the Benefit & Compensation Services Office to pay for such monthly premium costs. Continued premium contributions from the University will be made only if the retiree or retiree's surviving spouse makes timely monthly payments of amounts beyond the University contribution. Premiums are due the 15th of the month preceding coverage. A dependent child under IRS guidelines may be continued in the University group plan at retiree expense. Evidence of continued dependency status may be required.

Employees hired on or after July 1, 2006 will be eligible for participation in the University's medical, dental and vision coverage as "access only" for retirees and their spouses if available, at retiree rates, to be paid in full by the retiree for Medicare

complementary coverage through a University group health plan at the retiree's sole cost and expense.

Beginning in Calendar year 2009, full time employees who were hired by the University prior to January 1, 2008 will receive an annual lump sum contribution to their retirement allotment of \$500 to be paid in January.

- E. Medical Benefits for Early AP Retirees. An AP retiree with twenty-five (25) years of full-time service who has not attained age sixty-two (62) who was participating in a University-sponsored health insurance plan as of their last day of active employment may elect to continue that medical coverage at their expense by making advance arrangements with the Benefit & Compensation Services Office.

If the retiree continuously participates in the group health plan, upon attainment of age sixty-two (62) the retiree becomes eligible for benefits from the retirement fund described below.

- F. Dental and Vision Benefits for Retirees. An AP retiree who was participating in a University-sponsored dental and/or vision insurance plan as of their last day of active employment may elect to continue that dental and/or vision coverage at their expense by making advance arrangements with the Benefit & Compensation Services Office.
- G. Retirement Fund for Early Retirees Ages 62 to 65. The University has established a retirement fund to be applied to the group health plan expenses of eligible early retirees aged sixty-two (62) through age sixty-four (64) and their spouses. The fund balance is maintained by the university. Each calendar year the amount of the University contribution will be increased by a percentage equal to the percentage increase in the University's contributions for medical premiums in that year. These funds will initially be allocated to participants for one-party coverage. Any remaining funds will be used to provide two-party coverage on a prorated basis (i.e., spouses of early retirees will be covered only after every early retiree has been covered). If funds are insufficient to cover all participating early retirees at the single rate, the University will provide additional funds (for that year only) to cover all participating early retirees at the single rate. Any funds remaining at the end of one calendar year shall be carried forward into the next calendar year.

In no event will a monthly benefit from this fund exceed the amount the University would contribute for an active employee for the monthly premium for like coverage (single or two-party) in the same group health plan. The early retiree must make arrangements with the Benefit & Compensation Services Office for advance payment of whatever premium costs are not covered by benefits from this fund or the coverage will not be provided.

## 2. Multiple Option Tax Deferred Retirement Program (MORP).

- A. Available Options. The University will provide all eligible regular full-time (scheduled forty (40) hours per week) and part-time (scheduled twenty (20) hours per week or more) APs the option of participating in the Multiple Option Retirement Program (MORP). The University offers tax-deferred retirement plan(s), using providers selected at the

University's sole and exclusive discretion. Information regarding these plans is available from the Benefit & Compensation Services Office.

B. Eligibility for Participation

- 1) Regular full-time employees may enroll in MORP at any time. However, for full-time employees hired after July 1, 2020, the University contributions shall not begin until the month following one full year of continuous employment.
- 2) All regular part-time employees who meet the following eligibility requirements may participate in the MORP:

Be an AP whose work assignment is twenty (20) to thirty-nine (39) hours per week will be eligible the month following four (4) full years of continuous employment.

C. Late Enrollment. Employees who do not enroll in the program when first eligible may enroll at any time thereafter; however, enrollment cannot be made retroactive.

D. Contributions to Multiple Option Retirement Program. The University shall contribute 14% of each participating employee's base salary on a monthly basis. The employee is fully vested in the University's contributions from the date when University contributions begin. The employee is fully vested in their own contributions when contributions begin.

3. Supplemental Retirement Plans. The University provides all regular employees working at least twenty (20) hours per week the option of investing, at their expense, in supplemental retirement tax-deferred vehicles, subject to conditions established by the respective companies and subject to tax laws and regulations. At present the same vehicles which are available in the MORP are available for supplemental retirement plans. The Employee is responsible for ensuring that the maximum deferral in any year does not exceed the maximum allowable under federal law.

To change the amount or the percentage of the supplemental contribution, the Employee must initiate, sign, and submit a "Salary Reduction Agreement" form or complete the transaction online if made available by the carriers.

## **SECTION XI – TUITION ASSISTANCE**

1. Purpose. This program is intended to encourage APs to select a career objective for themselves, to provide a planned path in an accredited degree program for acquiring knowledge and developing skills that will enhance performance on the present job, and to increase likelihood of promotion to higher level positions within the University.
2. Eligibility
  - A. All regular employees who are regularly scheduled to work a minimum of twenty (20) hours per week and who have satisfactorily completed twelve (12) months of employment may participate in this program.
  - B. Regular full-time employees may enroll in one (1) career related course per semester or term during working hours, provided they have the permission of their department or

administrative head. The employee and supervisor must arrange a revised work schedule to make up the missed work hours.

### 3. Requirements and Provisions

- A. Tuition. Subject to the provisions of this Section XI, the University will waive 100% of tuition costs. Cost of books, travel, and other expenses are not waived and must be borne by the employee. OUWB School of Medicine, EMBA, and CRNA courses are excluded.
- B. Program. The employee must submit a Tuition Assistance Application for approval by HR. Funding will only be approved for credit bearing courses within a degree-granting or certificate-granting program at the University, as defined in the undergraduate or graduate catalog or for credit bearing courses at the University that are prerequisites for entry into such program.
- C. Application. Tuition Assistance Applications will only be accepted as early as one semester before, or subject to University policy for the semester. Applications are to be submitted during the established application period. Late and incomplete applications may be returned or rejected.
- D. Account holds. Funding will not be approved when an employee owes money to the University or has a hold on their student account.
- E. Tuition Payment. Subject to the other requirements of this Section funds for approved courses taken at the University will be credited to the employee's student account.

### 4. Proof of Successful Completion

- A. Funding for an undergraduate course(s) is contingent upon the employee receiving a grade of at least a "C". Failure to achieve a "C" or better will result in debiting the employee's student account of previously credited funds for that course.
- B. Funding for a graduate course(s) is contingent upon the employee receiving a grade of at least a "B". Failure to achieve a "B" or better in a course will result in debiting the employee's student account of previously credited funds for that course. As part of the application process, the employee must authorize HR in writing to verify the grade received in a funded course(s).
- C. In the event of withdrawal from or unsuccessful completion of a funded course, HR will debit the employee's student account for amounts credited to the student account by HR for that course.

## **SECTION XII - DEPENDENT TUITION ASSISTANCE**

The University has established a partial tuition waiver program for dependent children and spouses of APs.

### 1. Eligibility

Subject to the terms set forth in this Section, a dependent child and spouses, of an employee who meets the eligibility criteria for participation in the Tuition Assistance Program

described in Section XI.2 A, above, is eligible for partial tuition waiver for undergraduate or graduate courses if the dependent child or spouse is attending the University as a regularly enrolled student working towards a degree, as defined in the undergraduate or graduate catalog, to be awarded by the University. The Internal Revenue Service's definition of dependent child for federal income tax purposes shall apply.

## 2. Requirements and Provisions

- A. Dependent children and spouse tuition waiver applications will only be accepted as early as one semester before, or subject to University policy for the semester. Applications are to be submitted during the established application period. Late and incomplete applications may be returned or rejected. OUWB School of Medicine, EMBA, and CRNA courses are excluded.
- B. The University will waive 50% of the cost of the eligible dependent child's and spouse's, tuition. The University will waive 100% of the tuition cost if two non-faculty employees are utilizing the tuition waiver benefit.
- C. The dependent children and spouse must apply and be accepted into a degree or certificate granting program at the University or as a guest student.

## 3. Proof of Successful Completion of Course

- A. Funding for an undergraduate course(s) is contingent upon the dependent child and spouse receiving a grade of at least a "C". Failure to achieve a "C" or better will result in debiting the student account of previously credited funds for that course.
- B. Funding for a graduate course(s) is contingent upon the dependent child and spouse, receiving a grade of at least a "B". Failure to achieve a "B" or better in a course will result in debiting the student account of previously credited funds for that course.
- C. In the event of withdrawal from or unsuccessful completion of a funded course, HR will debit the dependent child's and spouse's student account for amounts credited to the student account by HR for that course.

## **SECTION XIII - SEPARATION AND DISCIPLINE AND DISCHARGE**

### 1. Separation, Discipline and Discharge from Employment – At-Will AP

- A. At-Will APs can voluntarily end their employment with the University in accordance with Section III.3.
- B. The University can end an At-Will AP's employment with the University with or without cause and with or without notice at any time and at the sole and absolute discretion of the University. During their probationary period, all APs are At-Will employees. At-Will APs do not have recourse to the Complaint Resolution Procedure or to any appeal process.
- C. Severance Pay



- 1) An At-Will AP who is discharged for misconduct will not be eligible for severance pay. Misconduct includes without limitation those acts or omissions that constitute "Just Cause" identified in paragraph 2. B of this section.
- 2) An At-Will AP who is discharged for reasons other than misconduct may receive severance pay in accordance with the following schedule:

Less than 1 year service	=	no severance
1 year but less than 2 years of service	=	1 month's salary
2 years but less than 3 years of service	=	2 month's salary
3 years but less than 4 years of service	=	3 month's salary
4 years but less than 5 years of service	=	4 month's salary
5 years but less than 6 years of service	=	5 month's salary
6 or more years of service	=	6 month's salary

- 3) To be eligible for severance pay, the At-Will AP must execute a release and severance agreement within such time frame and subject to such terms and conditions as are established by the University, including without limitation, a waiver of any and all legal claims or potential legal claims the At-Will AP has or may have against the University at that time and any of the University's related entities, and the University's Board of Trustees, officers, employees, and agents.
- 4) Severance will be paid in one lump sum at the next regularly scheduled pay period after execution of the release and severance agreement, except that payment may be delayed an additional pay period if insufficient time exists to allow the University to process the severance payment.

## 2. Separation, Discipline and Discharge from Employment – Just Cause AP

A. A Just Cause AP can end their employment with the University voluntarily by resignation, retirement, or unauthorized absence from work for three or more consecutive days (abandonment of employment). The University can end a Just Cause AP's employment by layoff and for Just Cause, which includes any inability to do their job for any reason whatsoever.

### B. Discipline and Discharge – Just Cause AP

1) Definition for Just Cause. The University can discipline a Just Cause AP for just cause, up to and including discharge. "Just cause" includes without limitation, performance, conduct or behavior whether by act or omission and whether off-duty or off-premises, that the University determines: interferes with AP's duties; adversely affects the orderly or efficient operation of the AP's department, division, or the University in other than a de minimis manner; or detracts from the reputation, image or respect of the University. Examples of conduct that could result in discipline up to and including discharge include without limitation:

- violation of rules or regulations whether written or oral;
- unsatisfactory work performance, which unless the unsatisfactory work performance is so serious as to warrant immediate discharge, will typically be preceded by at least one (1) written warning, with an opportunity lasting at least thirty (30) calendar days to demonstrate improvement to the satisfaction

of the AP's immediate supervisor, or if implemented the successful completion of a performance improvement plan;

- insubordination, which unless it is so serious as to warrant immediate discharge, will normally be preceded by at least one (1) written warning that future insubordination will lead to further discipline up to and including discharge;
- theft, embezzlement, fraud or other dishonesty;
- unauthorized use of alcohol in the workplace;
- being under the influence of alcohol in the workplace;
- use or abuse of legal drugs in the workplace to the extent that performance or fitness for duty is adversely affected;
- use or being under the influence of illegal substances in the workplace;
- a pattern of attendance infractions, supported by documentation of at least two (2) prior warnings;
- moral turpitude; or
- conduct punishable as a crime.

C. Conditions Prior to Imposing Discipline or Discharge. Before a Just Cause AP is disciplined or discharged for just cause, the University will:

- 1) provide the Just Cause AP with notice explaining the facts that support the basis for the proposed discipline or discharge, and an opportunity for the Just Cause AP to respond; and
- 2) make a good faith effort to reasonably conclude that the Just Cause AP engaged in the conduct which is the basis for the discipline, and that the degree of discipline is reasonably related to the seriousness of the offense. The University will also typically consider the AP's past record, length of employment, and any mitigating circumstances, although some conduct may be so serious as to warrant the discipline or discharge regardless of these or any other such factors.

D. Recourse to the Complaint Resolution Procedure. A Just Cause AP who disagrees with the discipline or discharge imposed by the University may utilize the Complaint Resolution Procedure.

### 3. Voluntary Termination

APs who voluntarily end their employment with the University are expected to provide a minimum of a two (2) week advance written notice. Voluntary terminations take effect at the end of the last day on which the AP is actively at work (Last Active Service Day). The Last Active Service Day cannot be extended by applying unused leave accruals. APs who voluntarily end their employment with the University must also "check out" with their department's administration office. All keys, purchasing cards, ID cards, library books, and other University property must be properly turned in prior to check out. Costs incurred by

the University as a result of failure of an AP to properly clear accounts will be borne by the former AP.

#### **SECTION XIV – COMPLAINT RESOLUTION PROCEDURE Just Cause Employees Only**

Informal resolution of workplace concerns is encouraged. Most complaints can be resolved through discussion between the Just Cause AP and the Just Cause AP's immediate supervisor or University administrators responsible for the area of concern. In the event a workplace concerns cannot be resolved with the Just Cause AP's immediate supervisor, requests to see the "supervisor's supervisor" about a workplace concerns will usually be granted in the interest of a quick and equitable resolution.

This Complaint Resolution Procedure ("Procedure") is designed to process workplace concerns on those occasions when the foregoing informal efforts have been exhausted and were not successful.

The stated time limits are a significant part of the Procedure to assist the parties to understand their rights at any point in the process and move the process forward. Expedious resolution of workplace concerns is favored, and participants are encouraged to act more quickly than required by the time limits when possible and appropriate. This Procedure shall be used to resolve any dispute, matter, or controversy to which it applies.

##### **1. Definitions, Rights, and Limitations**

A. A "Complaint" is an allegation by a Just Cause AP that the University has violated an express provision of the Manual then in effect. However, the following matters, without limitation, are not subject to the Procedure:

- 1) Merit and/or bonus pay determinations, except for alleged violation of a significant procedural right, in which case the remedy shall be to direct a re-evaluation;
- 2) Any disciplinary matter, including discharge, relating to an At-Will AP;
- 3) Promotion and transfer decisions;
- 4) Performance ratings;
- 5) Salary decisions;
- 6) Work assignments, duties, and responsibilities;
- 7) Position changes;
- 8) Determinations as to what qualifications are necessary for any position or work;
- 9) Determinations regarding whether a Just Cause AP is fully qualified or possesses the requisite critical competencies as defined in the layoff procedure;
- 10) Determinations concerning positions that a laid-off Just Cause AP is eligible to fill;
- 11) The University's judgment that layoff, reorganization, or program or department elimination in whole or in part is necessary or appropriate;

- 12) Civil rights discrimination, since the internal process established for such complaints is through the Office of University Diversity, Equity and Inclusion or its successor department;
- 13) Disputes concerning statutorily-prescribed monetary compensation, such as unemployment compensation and workers compensation. If not resolved informally, such matters must be resolved through the external mechanisms established for that purpose;
- 14) Any matter within the University's management prerogatives, including without limitation those expressed or inferred by the Michigan Constitution, other Michigan or federal law, and those within any generally accepted principles governing employer managements in the workplace, except as expressly limited by a provision in this Manual.

- B. The term "day" or "days" refers to University business days, unless otherwise noted.
- C. The time limits provided in any step in this Procedure may be modified at the mutual written agreement of the Just Cause AP and the University. Any steps can be omitted or joined if both parties agree in writing.
- D. Failure of the Just Cause AP to commence or process a Complaint within the time limits, or mutually agreed extensions, shall result in the Complaint being conclusively settled, and the Complaint shall be deemed resolved on the basis of the last written decision, if any. Failure of a University representative to meet the time limits, or mutually agreed extensions, shall cause the Procedure to be advanced to the next step.
- E. Any adjustment of a Complaint agreed upon by the University and the Just Cause AP at any step of the Procedure will conclusively dispose of the Complaint.
- F. Neither party has the right to take depositions, submit interrogatories, or engage in other formal discovery process nor procedure, except after the Complaint has been submitted to arbitration and consistent with the voluntary Labor Arbitration Rules of the American Arbitration Association.
- G. The Just Cause AP shall have the right to be accompanied by a non-attorney, University-employee-advocate, at every step except Step 1. The Just Cause AP shall have the right to be represented by an attorney of the Just Cause AP's choice and at the Just Cause AP's expense at Step 4.
- H. No remedy at any step shall (a) conflict with local, Michigan, or federal law or regulation; (b) conflict with University policies, practices, rules, and procedures or add to, subtract from, or otherwise modify them; (c) alter any employment contract terms; or (d) limit the authority of the University to manage and conduct its business. No University representative shall exceed his or her authority.

## 2. General Steps

- Step 1. The Procedure must be commenced by the Just Cause AP within ten (10) days of the occurrence of the workplace concern generating the Complaint or of the date on which the Just Cause AP learned of the workplace concerns. The Just Cause AP shall attempt to resolve the Complaint by requesting in writing a one-on-one discussion with their immediate supervisor. The written request shall contain a

clear and complete statement of the facts supporting the Complaint, identification of the specific provision upon which it is based, and the specific remedy sought.

The supervisor shall then meet with the Just Cause AP within seven (7) days of receipt of the statement to attempt to resolve the Complaint. The supervisor shall provide a written decision no later than seven (7) days after the conclusion of the Step 1 meeting. If the matter is not within the supervisor's authority, the supervisor shall so inform the Just Cause AP and the Complaint shall be advanced to Step 2.

Step 2. If the Just Cause AP is not satisfied with the Step 1 response, the Just Cause AP may then submit a written appeal to the second level supervisor within three (3) days of the date of the immediate supervisor's communication. The Just Cause AP shall transmit a copy of the Complaint and the Step 1 answer along with the appeal. The second level supervisor or designee if the second level supervisor is not available will then meet with the Just Cause AP and the Just Cause AP's non-attorney, University-employee-advocate, if any, within seven (7) days of receipt of the appeal.

The second level supervisor will render a written decision within ten (10) days of the conclusion of this meeting. If the matter is not within the second level supervisor's authority, he or she shall so inform the Just Cause AP and the Complaint shall be advanced to Step 3.

Step 3. If the Just Cause AP is not satisfied with the Step 2 decision, the Just Cause AP may then submit a written appeal to the Vice President of Human Resources (AVP) within three (3) days of the date of the Step 2 decision. The AVP or designee shall meet with the Just Cause AP and the Just Cause AP's non-attorney, University-employee-advocate, if within fifteen (15) days of receipt of the written appeal. The AVP or designee shall render a written decision within ten (10) days of the conclusion of the conference.

Step 4. If the Just Cause AP is not satisfied with the Step 3 decision and the Just Cause AP wishes to continue, the Just Cause AP shall submit the Complaint to arbitration. The request for arbitration must be submitted in writing to the AVP within ten (10) days following issuance of the Step 3 decision. The University and the Just Cause AP shall then attempt to reach agreement on an arbitrator. If agreement is not reached within twenty (20) days, the University shall institute the voluntary arbitration rules of the American Arbitration Association for the selection of an arbitrator. In all cases the arbitrator shall be an attorney admitted to practice law in Michigan unless the parties otherwise agree in writing.

### 3. Conditions Governing Arbitration

- A. The arbitration hearing shall be conducted pursuant to the voluntary Labor Arbitration Rules of the American Arbitration Association, except where a conflict exists with the provisions of this Procedure, or where the University and the Just Cause AP otherwise agree.
- B. At least ten (10) days before the hearing commences, both the Just Cause AP and the University shall submit to the arbitrator and exchange among themselves a statement of the issues to be presented. Unless good cause is shown, no new issues may be raised at the arbitration hearing. If the arbitrator determines an issue may be raised to which

the opposing party has objected on the grounds of lack of notice, the arbitrator shall direct the opposing party be given reasonable time to prepare and present evidence on that issue.

- C. Either party may request that a transcript be made of the arbitration proceedings. The party requesting the transcript shall bear the full cost, unless the other party also requests a transcript copy, in which event the parties shall divide the cost equally. If a copy of the transcript is provided to the arbitrator, the party ordering the transcript shall make one copy available for review by the opposing party's representative.
- D. The arbitrator's standard of review in a disciplinary matter for a Just Cause AP shall be whether there was just cause for the University's action. The arbitrator shall submit to the parties a written signed award and opinion that shall include findings of fact and, where appropriate, conclusions of law.
- E. The arbitrator shall not have authority to make any decision that subtracts from or modifies this Manual, or University policies, practices, rules or procedures. Both parties shall have an opportunity to introduce evidence and argue as to the application of said Manual, and University policies or practices to the issues before the arbitrator.
- F. If the arbitrator finds that a Just Cause AP was discharged contrary to University policy, practice, rule, or procedure or other term of an employment contract, then the arbitrator may grant any of the following remedies as the arbitrator shall find appropriate: back pay, partial back pay, reinstatement, reinstatement with partial back pay, or reinstatement with full back pay. The arbitrator cannot award relief greater than that sought by the AP and cannot award monetary relief covering any period prior to sixty (60) days before the Complaint was filed.
- G. The arbitrator may not award any back wages in excess of the amount of wages the Just Cause AP would have earned had the Just Cause AP not been discharged. The arbitrator shall deduct from the award of back pay any lawful setoffs for the Just Cause AP's interim earnings, for unemployment compensation received by the Just Cause AP, for any other sums paid by the University in lieu of employment during the period after discharge, and for any amount attributable to a failure by the Just Cause AP to mitigate the damages.
- H. The fees and expenses of the arbitrator will be apportioned as follows: \$250 to the Just Cause AP, payable prior to the hearing, and the remainder to the University. However, if the AP prevails, the University will bear all fees and expenses of the arbitrator.
- I. Expenses of witnesses of the Just Cause AP and other expenses incurred by the Just Cause AP must be borne by the Just Cause AP.
- J. To the extent permitted by law, arbitration is the sole and exclusive final step to hear, and the remedy for, all Complaints which were or could have been raised at any step in the Procedure. Therefore, neither the University nor a Just Cause AP shall be entitled to commence a civil suit in any court regarding any Complaint matter. The arbitrator's decision, when made in accordance with the arbitrator's jurisdiction and authority as provided in these Conditions Governing Arbitration, shall be final and binding on the University and on the Just Cause AP. Judgment on the arbitration decision rendered may be entered in any circuit court or other court of competent jurisdiction.

## **SECTION XV - MEDICAL DISPUTE**

The University may require an AP to submit to an independence medical examination to determine the AP's fitness for duty. If an employee disagrees with the determination of the University's designated physician concerning the employee's physical, mental, or psychological ability to perform their job, the employee may, if the employee has not already done so, submit a report from a licensed physician of their choosing at their own expense. At a minimum, the report shall include the diagnosis; the treatment, its frequency, and type; the person or agency that will provide it; how long the treatment is expected to take; the prognosis; and the reasons why the employee can or cannot work while receiving care, including any work limitations. If the disagreement continues, upon request of the employee, the University and the employee shall select a third licensed physician to examine the employee and submit a report to the University or the University's 3rd party administrator. If the University and the employee cannot agree on a third physician, the University will submit to the employee a list of Board Certified physicians, or fully licensed psychologists, with expertise in the area related to the condition. If the University desires, all practitioners on the list could be affiliated with Beaumont Hospital. The decision of the third party will be binding on both the employee and the University. The costs of this evaluation will be shared equally by the University and the employee. Until the disagreement is resolved, the University will rely upon the determination of the University's physician.