

**ADMINISTRATIVE PROFESSIONAL
PERSONNEL POLICY MANUAL**

**OAKLAND UNIVERSITY
ROCHESTER, MICHIGAN**

Oakland University prohibits unlawful discrimination against any person on the basis of race, sex, 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 January 1, 2004.

Upon Board of Trustees approval, updated provisions within this Manual and their effective date will replace outdated provisions.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

An administrative-professional exempt staff member ("AP") is appointed to fill a position performing duties of an administrative and/or professional nature associated with the supervision and management of the affairs of Oakland University and is employed in accordance with the terms of the Manual. Intercollegiate Athletics management and coaches, Lowry Center teaching staff, and persons whose positions are funded by short term limited external funds (less than five years) are not AP's and are employed in accordance with the terms of individual employment contracts.

AP's in salary bands S and above, and positions located in University Human Resources ("UHR"), the Office of the General Counsel and Secretary to the Board of Trustees, University Diversity and Compliance, the Golf Course and development officers, are "At Will AP's." At Will AP's are terminable at will. All AP's in salary bands R and below, except those in the above-noted offices, are "Just Cause AP's" and are terminable for just cause.

If, as of December 31, 2003, an employee is a non-probationary AP in the former continuing contract system, that employee will be terminable for just cause, even if s/he holds an At Will AP position. Any such employee who subsequently moves to an At Will AP position will become an at will employee, unless the move occurs before January 1, 2009, in which event the employee will retain his/her just cause status while in that position. An employee with an Individual Contract ("IC") as of December 31, 2003, assumes the employment status of the position s/he holds and, if s/he holds a just cause position, s/he does not retain that just cause status if s/he subsequently moves to an At Will AP position.

At Will AP's and Just Cause AP's are collectively referred to as "AP's" in this Manual, except when one or the other group is specifically excluded from the issue discussed.

Applicability of this Manual

This Manual is designed to set forth Oakland University ("University") policies and administrative practices that apply to AP's. This Manual is not a contract, express or implied, and does not create any contractual rights of any kind between OU and any AP(s). The University reserves the right to alter, delete, or add to any of the provisions set forth in this Manual at any time, with or without prior notice. After any such changes are approved in writing by the University Board of Trustees, AP's will be given written or electronic notice of the changes. This version of the Manual, which has an effective date of January 1, 2004, as amended by any future changes approved in writing by the University Board of Trustees, shall at any time be the complete statement of personnel policies regarding matters addressed, and shall supersede any conflicting statements, oral or written, 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 amend, alter, or conflict with the provisions of this Manual, or which are binding on the University. AP's cannot rely on any such promises or representations. The only future

revisions to this Manual which are binding on the University, and which can be relied upon by AP's, are those approved in writing by the University Board of Trustees.

The President may authorize and approve terms and conditions, in addition to provisions contained elsewhere in this Manual, which will govern an AP's separation from employment.

Further information relative to the implementation of these policies may be obtained by contacting UHR.

AP's are members of the Administrative Professional Assembly and may participate in University governance through participation in the Assembly or as a consequence of appointment by the Assembly.

Categories of Employees

Regular employees work at least twenty (20) hours per week and are employed in a position for an on-going or extended employment period. Regular employees are eligible for specified benefits and paid time off, as set forth in this Manual.

Temporary employees work at least twenty (20) hours per week and are employed in a position for no more than six (6) months. Temporary employees are eligible only for statutory benefits (FICA, unemployment compensation insurance, and workers compensation insurance) and are not eligible for paid time off or other benefits set forth in this Manual.

Casual employees, including on-call employees, work less than twenty (20) hours per week, but the duration of their employment is not limited. Casual employees are eligible only for statutory benefits (FICA, unemployment compensation insurance, and workers compensation insurance) and are not eligible for paid time off or other benefits set forth in this Manual.

SECTION I - POSITION RESPONSIBILITIES

An employee is 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 institutional needs. AP's with questions about their position responsibilities should contact UHR.

SECTION II - EMPLOYMENT AND PROBATION

1. Employment for At Will AP's. An At Will AP (as defined in the Introduction) 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 Grievance Procedure or any appeal process. There is no requirement that the notice of termination specify any reason for termination.

2. Employment for Just Cause AP's. A Just Cause AP (as defined in the Introduction) who has successfully completed the probationary period described in paragraph II.3., below, shall have employment security, without tenure in position, subject to termination only for just cause (see Section XIV), or in accordance with the Layoff and Recall policy (Section IV), or because of the AP's physical, mental, or psychological inability to perform his/her job, as referenced in Section XVI. The phrase "employment security, without tenure in position," means that the AP has no entitlement or security in any particular position or assignment, and that the University retains its right to at any time transfer an AP to a different position or change an AP's 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.
3. Probation – Just Cause AP's. Persons who are hired into a Just Cause AP position will be on probation for a period of twelve (12) months beginning with the first date of active employment. If a probationary AP takes a leave longer than ten (10) working days, that same period of absence shall be added to the probationary period. Prior to the end of the probationary period, a probationary AP's performance will be evaluated by the University, and the AP will be informed whether the AP's employment will be continued by the University. If the AP successfully completes the probationary period, the AP will have employment security, without tenure in position, as described in paragraph II.2, above. Notwithstanding any provision in this Manual to the contrary, during the probationary period, the 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, and without recourse. Because of this probationary status, there is no requirement that the notice of termination specify any reason for termination.
4. Performance Appraisal. AP's shall normally have their performance appraised on an annual basis consistent with procedures developed by UHR.

SECTION III - WORKING HOURS AND ATTENDANCE REPORTING

The salary of an AP is in consideration of contribution of skills, knowledge, and ability to the University and is generally based on a standard forty (40) hour work week. However, work schedules may vary considerably to meet University requirements, and overtime pay is not applicable.

An AP may engage in teaching or other work at the University separate and apart from that work expected of his/her assigned position providing it does not interfere with the performance of regularly scheduled duties and meets with the approval of appropriate supervisory personnel. If such is accomplished through release from regular assignment, additional pay will not be authorized. If release from regular assignment is not provided and the work occurs outside the usual period of work performance, or outside an approved adjusted, but not reduced, work schedule, the AP may be compensated, subject to the pay policies governing the extra work.

Each AP must certify to attendance by submitting an accurate and complete University

Attendance Record Card (or other format designated by the University) to the supervisor on the last working day of each month. The record must reflect all absences during regularly scheduled work days and the reasons for absence. When codes reflected on the card are inadequate to explain the absence, further explanation shall be provided in the remarks section. Cards must be signed by the AP and the immediate supervisor.

SECTION IV - LAYOFF AND RECALL – JUST CAUSE AP's 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 AP's, such that an AP's position is eliminated, the following definitions and procedures shall apply. Paragraphs 3 through 7, below, are applicable only to AP's 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 AP's") except that these paragraphs are not applicable if a grandfathered AP moves into an At Will AP position on or after January 1, 2009. At Will AP's who are not grandfathered AP's are not eligible for any benefit under this Section IV. Paragraph 8, below, applies to all Just Cause AP's who are not grandfathered AP's.
3. Definitions.
 - A. Layoff. The loss of employment resulting from the elimination of one's position.
 - 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 leaves in excess of thirty (30) days.
4. 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 AP's desire the same position, the University shall determine the reassignment.

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

5. 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.

AP's 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.

6. Notice and Maintenance of Salary.
- A. An AP will receive at least the following notice of layoff. For AP's with at least six (6) years of service, ninety (90) calendar days; and for other non-probationary AP's, sixty (60) calendar days.

B. The current salary of reassigned AP's 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, except in exceptional cases as determined by the President.

7. Recall Rights. AP's 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. AP's 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, all University employment rights and status as an AP terminate.

8. Rights Applicable to Just Cause AP's Hired Prior to August 1, 1999 on an Individual Contract, or After August 1, 1999. Just Cause AP's 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 AP's shall have the following rights to severance pay and/or notice.

Just Cause AP's 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. Except as otherwise provided herein, regular full-time Just Cause AP's who are laid off will be provided severance pay or working notice of termination, or any combination thereof, in accordance with the following schedule:

First year	none
Second Year	2 months
Third Year	3 months
Fourth Year	3 months
Fifth Year	4 months
Sixth Year	4 months
More than 6 Years	6 months

- B. To be eligible for benefits under this procedure, 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 benefits provided in this procedure.

SECTION V - SALARY BANDS

The AP compensation structure consists of fourteen (14) bands and a salary range for each band, consisting of a minimum, midpoint, and maximum. Each position is assigned to a band within the structure, and AP's are paid at least the minimum of the salary range of the band of their classification. The bands and salary ranges are those approved by the President, consistent with the policies of the Board of Trustees. New and reclassified positions are assigned to bands on the basis of their relative skill/knowledge requirements, market and responsibility level. A schedule of the bands and salary ranges will be maintained by UHR and will be made available through the web site to all AP's. This schedule, and applicable compensation guidelines and procedures, will be made available to any AP by UHR upon request.

AP's whose regular work schedule is less than twelve (12) months per year on a continuous basis may be paid in the months actually worked or elect to have their total salary paid over twelve (12) months. All salary payments are subject to required withholdings for city/state/federal income taxes, FICA, and other employment taxes.

SECTION VI - LONGEVITY PAY – JUST CAUSE AP's ONLY

AP's hired after August 1, 1999 shall not be eligible for longevity pay. Just Cause AP's 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, are entitled to longevity pay in accordance with the following policy.

1. All regular, full-time AP's at the University as of October 1 of any year shall be entitled to receive longevity pay for length of continuous service with the University according to the following rules and payment schedule.
2. Longevity pay shall be based on full-time continuous service. Continuous service shall commence on the first day of October after the date of appointment as a full-time AP, and thereafter shall be calculated on the basis of annual periods from October 1 through September 30. For the purpose of longevity pay, full-time service is defined as eight (8) or more months per year and thirty (30) or more hours per week. Any annual period in which an AP has been absent in excess of one hundred twenty (120) days due to a reduction in force or an approved leave of absence without pay will not be counted in establishing the number of years to be credited as a continuous service, nor will a longevity payment be made for that year.
3. Following completion of six (6) years of continuous full-time service by October 1 of any year and continuing in subsequent years of such service, an AP shall receive annual longevity payments as set forth below:

LONGEVITY PAYMENT SCHEDULE

Continuous Service	Annual Longevity Pay % Cap*
6 or more and less than 10 years	2%
10 or more and less than 14 years	3%
14 or more and less than 18 years	4%
18 or more and less than 22 years	5%
22 or more and less than 26 years	6%
26 or more years	8%

*% of capped annual salary of \$15,000

4. To continue to be eligible for longevity payments an AP must maintain full-time status through October 1, for each subsequent year.
5. A payment to an AP who becomes eligible by October 1 of any year shall be included in the November payroll. To be eligible in a given year for a longevity payment the AP must either be in a pay status on October 1 of that year or if on unpaid leave must return to paid status by December 1 of that year.
6. Pro-rated longevity payments shall be made to those AP's who retire under the University retirement plan prior to October 1 of any year. This also applies to those AP's not under the retirement plan but who are at least sixty-five (65) years of age at the time of their separation. In case of death longevity payments shall

be made to the beneficiary. Pro-rated payments shall be based on the number of calendar months of full time service credited to the AP from the preceding October first to the date of retirement or death and shall be made as soon as practicable thereafter. An AP who has not missed more than one hundred twenty (120) days in the twelve (12) months prior to October 1, and is laid off, shall be eligible for longevity pay on a prorated basis for the months worked after October 1.

The term "service with the University" means both current qualifying AP service and prior full-time continuous service in another employee group where longevity pay is provided, as long as there has been no break in continuous full-time employment.

SECTION VII - POSITION VACANCIES

The University will conduct hiring and transfer activities in accordance with its equal opportunity and affirmative action policies and procedures. All AP position openings will be posted. 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 AP's will be considered for a posted AP vacancy without regard to classification upon timely written application to the Employment Manager. The top two (2) AP applicants who fully meet all of the qualifications for the position will be offered an interview with the hiring authority. The hiring authority may, in her/his sole discretion, choose to interview more than the top two (2) AP candidates. Outside candidates may be considered concurrently with any University employees.

The salary offered to an AP who is a successful applicant for an AP posted vacancy will be based on factors related to the new position, such as but not necessarily limited to the posted range, the nature of the job, market conditions, the AP's qualifications for the posted position, and the AP's current position salary.

SECTION VIII - PAID HOLIDAYS AND HOLIDAY RECESS

1. The following days shall be observed as holidays with pay: Thanksgiving Day and the day following; Christmas Day and the day preceding; New Year's Day and the day preceding; Memorial Day; Independence Day; and Labor Day. The workdays that fall between Christmas Day and the day before New Year's Day are designated as recess leave days.
2. If the holiday falls on a weekend, another day may be designated by the University as the holiday with pay.
3. If an AP's duties require work on a designated holiday or recess leave day, he/she may be authorized a regular work day off without loss of pay or charge to vacation or personal leave.
4. Personal leave and/or vacation leave may be used in conjunction with paid holidays and recess leave providing such use has been approved in advance by the appropriate supervisor.

5. A regular AP scheduled to work less than forty (40) hours per week is entitled to paid holiday and recess leave proportionate to the AP's regularly scheduled work week (i.e., if the AP works twenty (20) hours per week, the AP is entitled to four (4) hours of paid time off for each holiday or recess day), provided that the AP 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 AP be paid more than the AP would otherwise have earned in a normal work week.

SECTION IX - LEAVE ADMINISTRATION

1. General Provisions and FMLA Leave. Absence from work with pay and benefits or without pay and benefits is authorized under various conditions outlined below, or as required by law, including any applicable provisions of the Family and Medical Leave Act of 1993 (FMLA). Except in the case of a bona fide emergency, advance supervisory approval to take leave is required. AP's shall notify the supervisor as soon as possible of an emergency situation that will affect the AP's work schedule. If leave authorization is not granted, an AP shall be placed on leave without pay for the absence period (including periods of less than a day), and may be subject to discipline. If an AP 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 University Attendance Record Card, or as otherwise required by the University.

Notwithstanding any other provisions of this Manual to the contrary, including leave of absence provisions, the University will provide those leave and medical benefits prescribed by the FMLA to AP's who qualify for such benefits under the FMLA. To the extent that FMLA requires greater benefits than this Manual, FMLA shall be followed. Otherwise, administration of Manual provisions and FMLA provisions shall be coordinated by the University consistent with the FMLA. If any FMLA requirement conflicts with this Manual, the FMLA shall be followed and the contrary Manual provision shall not be effective.

2. Vacation Leave

- A. AP's accrue vacation leave on an incremental basis, depending upon length of service. For the first six months of employment, a full-time AP shall accrue vacation leave at a rate of 8.00 hours per month. Thereafter, the full-time AP shall accrue vacation leave at the rate of 14.67 hours per month.
- B. If an AP is scheduled to work on a part-time basis (at least twenty (20) hours but less than forty (40) hours per week), vacation leave accrual will be pro-rated on the basis of the part-time schedule worked to forty (40) hours.
- C. For AP's on an annual work schedule of less than twelve (12) months, vacation leave does not accrue during those months when the AP is not scheduled to work -- whether or not the AP elects to have his/her annual

pay spread over twelve months.

- D. Vacation leave accrues on the last day of the month, if the AP is in a pay status on that day. Exception: AP's who are on an extended paid sick leave will not accrue vacation leave beyond thirty (30) calendar days consequent to the start of the sick leave; AP's on an extended part-time paid sick leave will accrue vacation leave after thirty (30) calendar days of paid sick leave proportionate to paid hours worked (including paid vacation leave and paid personal leave). AP's who are not in a pay status on the last work day of a month receive no accrual for the month.
- E. AP's who are newly employed or returning from leave on the first work day of the month shall be credited with a full month's accrual for that month; AP's who are employed after the first work day of the month and no later than the fifteenth (15th) calendar day of the month are credited with one-half (½) of that month's accrual. Those who are employed after the fifteenth (15th) day receive no leave accrual for that month.
- F. Vacation leave 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. Vacation leave in excess of that total may be accrued only when an exception is authorized by the Assistant Vice President of UHR.
- G. Unused vacation leave balances are paid upon termination of employment, but only if the AP is in good standing and provides at least a two (2)-week written or electronic notice to UHR.

3. Sick Leave

- A. The University grants a yearly sick leave allowance to full-time AP's based on period of service at the University as follows:

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

- B. Sick leave allowances are granted according to the above schedule at the commencement of an AP's appointment and on his/her anniversary date thereafter. Sick leave days do not accumulate from year to year; the granting of a new allowance on the employment anniversary date automatically cancels any previously unused balance.

- C. An AP whose employment is regular and less than full-time (at least twenty (20) hours, but less than forty (40) hours per week, or full-time but less than twelve (12) months per year) will be entitled to sick leave allowances on a pro-rata basis.
- D. Sick leave may be used by AP's in decrements of one hour or more for bona fide personal health situations such as physician, dentist, and optometrist appointments and treatment and/or incapacitation due to illness or injury. Sick leave may be used for the acute and serious illness of a spouse, same sex domestic partner, son, daughter, minor child for which the AP is the legal guardian (natural, adopted or step), or parent or step-parent in order to provide care for the family member and/or to arrange medical care for the family member of an AP. Sick leave may be used for pregnancy or childbirth related appointments, treatment and incapacitation.
- E. AP's may be required to provide a physician's statement and/or submit to an examination/evaluation by a University-designated physician if there is question that an absence is bona fide.
- F. An AP must notify the AP's department head or supervisor at the earliest opportunity when the AP will be absent because of illness.
- G. Any AP absent in a sick leave status for a period of ten (10) working days or more may be required to provide certification from his/her physician attesting to his/her ability to return to work. The University may require the AP to report to the Graham Health Center with the certification referenced above. A University-designated physician may contact the AP's personal physician and/or take other action to be assured of the AP's ability to perform his/her duties without hazard to himself/herself or any other University employee(s) or student(s).
- H. UHR will administer a sick leave salary continuation program for AP's whereby sick leave beyond the annual entitlement may be granted beyond all other available accruals. An AP may request additional paid sick leave from UHR whenever by reason of disability he/she will have exhausted all other accrued paid absence time (individual allocation of sick leave, vacation leave, and personal leave days). The request will originate with the AP and be accompanied by the statement of a physician setting forth: the diagnosis; the treatment, its frequency and type; the person or agency that will provide it; how long the treatment is expected to take; and the prognosis. The request will pass through all administrative levels, starting with the immediate supervisor, with or without comment, to UHR. An AP may be required to submit to examination/evaluation by a University-designated physician if there is question that the request is bona fide. The University's Vice President for Finance and Administration will make a determination based on the documentation presented, the length of AP's service, and the AP's employment record. The AP and all administrative

levels involved will be advised of the decision.

- I. The maximum number of days of any paid absence by reason of disability to which sick leave allowances may be applied, including periods covered by workers' compensation, is one hundred thirty (130) working days, inclusive of holidays. AP's who will be unable to return to work within that period should contact the Benefit & Compensation Services Office no later than the end of the third month of absence for assistance in making a claim under the Long-Term Disability plan.
- J. Sick leave benefits are reduced by any workers' compensation wage replacement benefits.
- K. Unused sick leave is not paid off on resignation, retirement, or other termination, or death of the Employee.

4. Personal Leave

- A. Twenty-four (24) hours are authorized each year to a full-time AP for the purpose of personal business.
- B. Personal leave days are allocated on July 1 of each year. The following allocation schedule applies to new hires.

<u>If Hired</u>	<u>Number of Hours Allocated</u>
July through December	24
January through March	12
April through May	6
June	0

For less than full-time AP's, the allocation shall be proportional based on the relationship of the AP's normal work schedule to a full-time work schedule.

- C. Personal leave may be used in decrements of not less than one (1) hour. With supervisory approval, personal leave hours may be used in lieu of or in conjunction with other forms of leave authorized or in conjunction with official travel. Unused personal leave will not be paid off on termination.
- D. Personal leave is not cumulative and any unused balance (on June 30 of each year) is canceled by a new allocation.

5. Career Development Leave

- A. A regular, full-time AP who has a minimum of three (3) years of continuous full-time employment at the University may apply for a Career Development Leave. The leave is limited to seventy (70) working days, including holidays, at full pay; one hundred forty (140) working days, including holidays, at one-half (½) pay. A career development leave may be pro-rated on a part-time or intermittent basis to cover specific program needs.
- B. Vacation time will be charged for one (1) day of every three (3) days of the career development leave (for example, a career development leave of sixty (60) days would involve twenty (20) days of vacation time). The vacation accrual at the beginning of the leave when added to the amount of vacation to be accrued during the period of the leave must be sufficient to meet the vacation leave contribution requirement for the leave.
- C. A career development leave shall be approved only for planned programs of study, research, or other activities designed to benefit the University and to improve the professional competence of the AP.
- D. A written request for a career development leave, detailing the program purpose and objective, the benefit to the University, and the specific period(s) of time desired, must be submitted to the appropriate division head for consideration. If the division head finds sufficient benefit to the University, the proposed leave will be presented to the President for consideration and approval. Requests must be initiated at least sixty (60) days in advance of the date the leave is to commence.
- E. If the request for a career development leave is denied, the applicant will be notified in writing of the reasons for denial. Leave approval is solely at the discretion of the University.
- F. Within thirty (30) days after leave completion, the AP must submit a written report detailing the accomplishments of the leave. The report shall be forwarded to the division head for review and transmittal to UHR and the President. The report should address the purposes and objectives for which the leave was granted.
- G. An AP who takes a career development leave is obligated to remain in University employ for a minimum of one (1) year following the end of the leave. Employment cessation during the year of obligation will result in a pro-rata offset against any accumulated vacation and personal leave day balances. If the available balances are not sufficient to fully offset the portion of the leave not accomplished with vacation time, the employee shall reimburse the University pursuant to a payroll deduction authorization and a promissory note executed before the commencement

of the leave.

- H. Following three (3) continuous years of full-time employment at the University subsequent to satisfactory completion of a previously compensated leave, the AP may apply for another career development leave.

- 6. Jury and Witness Service Leave. 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 AP is not appearing as a witness for the plaintiff in a charge against the University and the AP is neither the plaintiff nor the defendant in the judicial action). The AP 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 to the University (by payroll deduction or direct remittance) a sum equal to that amount received, except allowances for meals and travel.

- 7. Military Training Leave

- A. A regular, full-time AP who is a member of a recognized federal or state military organization is allowed fifteen (15) 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 AP is ordered to active duty in domestic emergencies, up to ten (10) days in a calendar year.
- B. Within ten (10) days of returning to work, the AP must submit orders, or other documents as appropriate through the supervisor to UHR for file.
- 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 AP shall refund to the University, either through payroll deduction or direct remittance, a sum equal either to the base pay received by the AP 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 AP is qualified under the law for such benefits.

- 8. Funeral Leave

- A. If a death occurs among a member of an AP's immediate family, the AP 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 three (3) working days.
- B. Immediate family are: wife or husband, same sex domestic partner, child of the AP, child for whom the AP is the duly appointed legal guardian,

father, mother, 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, half-brother, and half-sister.

- C. One (1) day, the day of the funeral, is allowed in the case of an uncle, aunt, nephew, or niece.

9. Personal Leave of Absence 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 without pay for justifiable reasons, which may include but are not limited to, personal business, travel, and education. Requests must be presented in writing for action by the immediate supervisor, and the Employee Relations/Labor Relations Manager when the leave is to exceed five (5) days. With the exception of FMLA leave, leave approval is solely at the discretion of the University.
- B. An extended formal leave of absence, not to exceed one (1) year, may be granted. An AP wishing to negotiate a leave of absence must insure reassignment rights are specifically incorporated as a term of the leave. The AP must make arrangements with the Benefit & Compensation Services Office if continuation of insured benefits is desired, with continuation to be at the AP's expense. Insured benefits such as health insurance and accrued benefits such as vacation leave are provided at University expense only during a paid leave.
- C. Unless a specific condition of the leave is that an AP may hold other employment while on a personal leave of absence without pay, if an AP engages in non-University employment while on leave, the leave shall be canceled and the AP shall be considered to have voluntarily terminated University employment.
- D. An AP must notify UHR at least thirty (30) days prior to the expiration of an extended authorized absence (ninety (90) days or more) of his/her availability and intention to return to work. The AP will be entitled to the position he/she previously occupied only if it is still available and vacant. If that position is no longer available, or is filled, one or more of the following actions will be taken as appropriate:
 - (1) The AP will be referred for consideration to all available vacant AP positions for which the AP is qualified. The University may offer to place the AP in a vacant position.
 - (2) If an AP is not offered a vacant position and if reassignment rights were specifically incorporated as a term of the leave, the AP may elect to be reassigned pursuant to the terms of the Layoff and Recall policy, if the AP is otherwise entitled to reassignment under

that policy.

- (3) If the AP who has been granted reassignment rights as a specific condition of the leave is not offered a vacant position under (1) above, or if he/she was granted reassignment rights as a specific condition of the leave but cannot, because of lack of qualifications, be reassigned, he/she will be placed in a laid-off status effective the last day of authorized absence and provided with the recall rights to which the AP is entitled under the Layoff and Recall policy.
- E. If the AP is placed in a position of lower salary band than that held at time of leave commencement, the salary limits of the new position shall control.
- F. If the AP declines to accept a vacant position for which he/she is qualified or elects not to exercise his/her rights as set forth in the approved terms of the leave to be reassigned, he/she will be terminated effective the last day of authorized leave. The former AP may apply for future openings. If hired, the person will be considered a new employee with no seniority or benefits accrued as a result of prior service.

10. Disability Leave of Absence

- A. Generally, an absence because of disability is covered by the sick leave policy. The maximum number of days of any paid absence by reason of a disability to which sick leave allowances may be applied, including periods covered by workers' compensation, is six (6) months. When paid sick time expires, a non-probationary AP still disabled will be placed in a disability leave without pay status ("Disability Leave"). Disability Leave status will extend for the shorter of (i) the period until the AP returns to work or (ii) a period of two (2) years from the time the Disability Leave commenced. Often, benefits from the long-term disability income insurance benefit outlined under "Insurance Benefits" will be provided during some or all of the period an AP is in a Disability Leave status. An AP may continue University benefits at the AP's expense during the Disability Leave. Subsequently, the AP may continue health benefits under the terms by which the University has implemented COBRA requirements. Sick leave shall not be granted for any time beyond the date when Long Term Disability (LTD) benefits take effect (or would take effect if the conditions of the LTD policy such as, but not limited to, timely application, compliance with administrative requirements, and medical support for the disability were properly met).
- B. If the AP anticipates a disability will exceed one hundred thirty (130) days, the AP or an authorized representative should contact the Benefit & Compensation Services Office to make claim for disability income benefits and to arrange a continuation, if desired, of other insured benefits.
- C. The AP on Disability Leave must advise UHR thirty (30) days in advance of the date the AP will be able to return to work. Arrangements will be

made with the University-designated physician to ascertain the AP's ability to return to work without hazard to the AP or to other employees.

- D. If the University determines that the AP is able to return to work (see certification procedure in paragraph IX.3.G., above), the AP will be entitled to the position he/she previously occupied if the AP is able to do the work of that position (with or without accommodations and in accordance with ADA guidelines), if the position is still vacant, and if the University determines that the position should be filled. Otherwise, an AP returning from Disability Leave will have the following rights:
- (1) The AP will be referred for consideration to all AP positions vacant and available for which the AP meets the minimum qualifications. The University may offer to place the AP in a vacant position.
 - (2) AP's who are not offered vacant positions shall have the following rights:
 - (a) Just Cause AP's who, prior to August 1, 1999, had a Continuing Contract in the then-existing contract system and who are able to return before two (2) years elapse, shall have bumping rights as provided in Section IV.5.
 - (b) All other AP's shall have applicable recall, but not bumping, rights as provided in Section IV.7.
 - (3) If the Just Cause AP is not offered a vacant position under (1) above, or if he/she was an AP who, prior to August 1, 1999, had a Continuing Contract in the then-existing contract system, but cannot, because of lack of qualifications, be reassigned in accordance with the layoff provisions, the Just Cause AP will be placed in a laid-off status effective the last day of authorized absence and provided with the recall rights set forth in section IV.7 (Layoff and Recall) above, except that the recall period shall be measured from the first day of absence due to the disability.
 - (4) If the AP declines to accept an offer for a vacant position for which he/she is qualified or, having displacement rights, elects not to exercise his/her rights to displace a Just Cause AP at the same or lower salary grade with less service, he/she will be terminated effective the last day of authorized leave. The AP will be considered eligible for rehire at some future date but will be a new employee with no seniority or benefits accrued as a result of prior service with the University.
- E. An AP who is on a Disability Leave on her/his anniversary date will not be credited with a new sick leave allocation. If sick leave allocation is exhausted while on sick leave, a new allocation proportionate to the number of months remaining before the AP's next anniversary date will be

credited upon return to work.

SECTION X - HEALTH AND WELFARE BENEFITS

1. Effective Date. Those benefits indicated below will generally become effective the first of the month following 30 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. Detailed brochures and information are available in the Benefit & Compensation Services Office.
2. Reservation of Right to Change Benefits. The benefits described as provided by the University throughout Section X are a description of the benefits currently in force as of the effective date of this Manual. The University reserves the right to revise, alter or amend these benefits and/or change the carriers that provide them. AP's will be notified of such changes in writing or electronically.
3. Plan Documents. In the event of any discrepancy or dispute between the language of this Manual and the language contained in the benefit plan documents summary, the Plan Descriptions shall be controlling.
4. Continued Contributions. The University will continue to make contributions during non-work periods for benefits of an AP regularly scheduled to work less than twelve months per year, provided the AP either elects the twelve payment option or authorizes the University to take allowable pre-tax deductions out of the last paycheck for the annual pay period to cover the employee's cost of benefits for the remaining months. This option is not available to employees working less than nine months per year.
5. Medical Coverage. The University will provide health insurance for all regular AP's 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. To the extent the University provides health insurance to an AP's spouse, the same benefit(s) will be provided to an AP's same-sex domestic partner upon filing an Affidavit for Same Sex Benefits with the Benefit and Compensation Services Office. AP's will be offered a traditional health insurance program, a PPO and at least one HMO from which to choose, all of which shall be consistent with the plans offered to other University employee groups. A summary of each plan shall be provided to the AP's at hire and during annual open enrollment. An AP 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 AP's. Such an AP will receive one thousand dollars (\$1,000) in lieu of their enrollment. AP's 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 pro-rated basis. An AP must provide proof of other health insurance prior to being authorized to opt out and receive payment. The University's payment for the monthly premium for this coverage shall be as follows:

- A. The University shall make a monthly premium contribution up to the full cost of the lowest -cost HMO for the respective level of coverage (single, two-person, or family). If the monthly premium for the option selected is greater than the monthly premium for the lowest-cost HMO, the AP shall pay the difference. If the monthly premium for the option selected is equal to or less than the monthly premium of the lowest -cost HMO, the University shall pay the full cost of the monthly premium.
- B. For AP's who were participating in the BCBSM Traditional Plan or the Blue Preferred Plan in calendar year 1993, and who continue participation in one of these plans, the University's monthly contribution for the premium shall be the University's calendar year 1993 contribution for that plan, including what the University paid for the master medical component, until the University's monthly premium contribution of the lowest -cost HMO equals the 1993 monthly contribution rate. Thereafter, the University will make the same monthly premium contribution for all plans.

When an Employee becomes eligible for participation with University contribution for monthly premium cost, the eligible Employee shall pay, through payroll deduction, \$30 per month of the University contribution toward the premium for the first three (3) months of participation. However, if the Employee participated in the plan wholly at her/his cost prior to her/his eligibility for participation with the employer contributions, the requirement of the \$30 per month requirement will be waived. This requirement will also be waived for an Employee who has been employed at least nine (9) months and whose circumstances have changed such that she/he can no longer participate in the plan under which she/he had prior coverage. Coverage continues to the end of the month if the Employee resigns, is terminated, or is laid off. An Employee on leave without pay or on layoff status may keep the coverage in effect by arranging to pay the full premium through the Benefit & Compensation Services Office. Payment for benefits by the respective insurer under the plans offered is by "reasonable and customary" schedules (or according to schedules negotiated with preferred providers of these services).

- 6. Dental. The University will provide all regular AP's scheduled to work full-time (forty (40) hours per week) with Dental (single, two-person, or full family) consistent with the Dental Plan offered to other University employee groups. Application must be made within sixty (60) days of employment.
- 7. Optical Plan. All regular AP's who work a minimum of twenty (20) hours per week shall be eligible for enrollment in at least one Optical Plan consistent with the Optical Plan(s) offered to other University employee groups. Eligible AP's may enroll in the Plan when first hired or during an annual open enrollment period.
- 8. Long Term Disability. The University will provide all regular AP's scheduled to work at least thirty (30) hours per week with a Long Term Disability providing

benefit levels that are consistent with the plans offered to other University employee groups.

9. Life Insurance. The University will provide all regular AP's scheduled to work full-time (forty (40) hours per week) and who are less than sixty-five (65) years of age with term life insurance in an amount equal to one time of her/his 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 sixty (60) days of employment. The University will provide a reduced amount of term life insurance benefits for all full-time AP's 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 X.9. above, the University will provide all regular AP's scheduled to work full-time (forty (40) hours per week) with two (2) units of 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). Detailed literature is available from the Benefit & Compensation Services Office. Premiums for this coverage, in addition to insurance described in paragraph X.9., are fully paid by the University, but an application is required within thirty (30) days following employment.
12. Group Travel Accident Insurance. The University will provide all regular AP's 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 AP and her/his dependents. Coverage will be available at various levels and premiums will be based on the plan selected. Application must be made within sixty (60) days of employment or during an open enrollment period as announced by the Benefit & Compensation Services Office. Premiums must be paid by the AP 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 and no application is required. Sick leave may be used to supplement workers' compensation payments up to 100% of the AP's normal salary. An occupational accident report should be filed in the Benefit & Compensation Services Office within twenty-four (24) hours of any accident.
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. AP's earn unemployment compensation credits while employed at the University and may be eligible for unemployment compensation payments in the event of termination or layoff in accordance with Michigan law.
17. When Coverage Ceases. Benefits coverage continues to the end of the month in which termination occurs for these plans: health, dental and optical. Life insurance and disability insurance ends on the last day of active employment.

SECTION XI - RETIREMENT PROGRAM

1. Retirement Defined and Medical Benefits Available to Retirees.
 - A. Normal Retirement. Attainment of age sixty-five (65) with fifteen (15) years of full-time service qualifies an AP for normal retirement.
 - B. Early Retirement. Attainment of at least age sixty-two (62) with at least fifteen (15) years of full-time service or attainment of 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 AP must be enrolled in a University-sponsored health insurance plan on the last day of active employment. AP's are not eligible for health insurance upon retirement during a year when the AP has opted out of University-sponsored health plans as provided for in paragraph X.5., above. 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. This benefit provides benefit levels that are consistent with plans offered to other University employee groups. If the retiree is in an HMO plan, Medicare complementary coverage shall be through that plan. Available Medicare complementary plans and the provisions of those plans in future years are subject to change by the University.

For retirees who retired by April 30, 1994, the University will continue to pay the full cost of the monthly premium for the available Medicare complementary plan selected for participation. For AP's who retire after April 30, 1994 but before January 1, 2008, the University's monthly premium contribution is limited to the maximum amount contributed for Medicare complementary coverage in the prior year for post-April 30, 1994 retirees plus 4%. For AP's who retire on or after January 1, 2008, the University's contribution toward Medicare complementary coverage is limited to \$343.02 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 the premiums for spousal coverage shall be as follows: (a) if the plan is Medicare complementary coverage, 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 AP's who retire on or after January 1, 2008, the University's contribution toward Medicare complementary coverage is limited to \$686.00 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. 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.

AP's hired on or after July 1, 2006 will be eligible for participation in the University's dental and optical insurance as "access only" for retirees and their spouses, 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.

AP's who are employed full time on December 31, 2007 will be eligible for a one-time lump sum contribution to their retirement account as follows:

For calendar year 2008, a one-time lump sum of:

<u>Age as of January 1, 2008</u>	<u>Contribution</u>
Under 55	\$ 350
55-57	\$ 700
58-60	\$ 950
61 and over	\$1,250

Beginning in calendar year 2009, an annual lump sum of \$500.

- 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 his/her last day of active employment may elect to continue that medical coverage at his/her 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. Retirement Fund for AP Early Retirees Ages 62 to 65. The University has established a retirement fund in the amount of \$64,319 each calendar year to be applied to the group health plan expenses of eligible early AP retirees aged sixty-two (62) through sixty-four (64) and their spouses. The funding amount will be increased each year 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 AP's retirees will be covered once every early AP retiree has been covered). Any funds remaining at the end of one calendar year shall be carried forward into the next calendar year.

To enable the Benefit & Compensation Services Office to allocate available funds over the calendar year, eligible AP early retirees must provide signed written notification of their retirement date. Such notification must be received by the Benefit and Compensation Services Manager by October 15th prior to the calendar year in which retirement will occur.

In no event will a monthly benefit from this fund exceed the amount the University would contribute for an active AP for the monthly premium for like coverage (single or two-party) in the same group health plan. The early AP 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.

- 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) AP's the option of participating in the Multiple Option Retirement Program. Two (2) tax-deferred retirement plans are available: TIAA-CREF and Fidelity. Information regarding these plans is available from the Benefit & Compensation Services Office.

B. Eligibility for Participation

- (1) Regular full-time AP's may enroll in the program at the time of their appointment.
- (2) All regular part-time AP's who meet the following eligibility requirements may participate in the Multiple Option Retirement Program:

- (a) Minimum work schedule of twenty (20) hours per week; and
- (b) Service equal to two (2) years of continuous full-time employment at the University in an AP position regardless of their salary Band, computed as follows:

AP's with a twenty (20) to twenty-nine (29) hour per week appointment will be eligible after four (4) anniversary years of employment.

AP's with a thirty (30) to thirty-nine (39) hour per week appointment will be eligible after three (3) anniversary years of employment.

- C. Late Enrollment. AP's 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 AP's base salary on a monthly basis. The University's contribution and any additional AP contributions are fully vested and the dollar value is based on the entry date, earnings, and years of participation, coupled with the interest and earnings or loss experience of the vehicle selected. The University does not guarantee a return of principal or earnings on investments.
3. Supplemental Retirement Plans. The University provides all regular AP's 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 Multiple Option Retirement Program 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 "Retirement Plan Agreement" form.

SECTION XII - CAREER DEVELOPMENT PROGRAM

- 1. Purpose. This program is intended to encourage AP's 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 AP's who are regularly scheduled to work a minimum of twenty (20) hours per week and who have satisfactorily completed six (6) months of employment may participate in this program. If an AP who is receiving career development funds is terminated during the AP's first year of employment, the AP must reimburse the University for all career development funds received, as provided for in paragraph XII.5, below.
- B. Regular full-time AP's who are scheduled to work forty (40) hours per week, twelve (12) months per year, may enroll in one (1) career related course per semester term during working hours, provided they have the permission of their department or administrative head. The AP 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 XII, the University will cover 100% of tuition costs. The cost of books, other fees including without limitation orientation and lab fees, travel and other expenses are not included.
- B. Limitations. The total amount of money allocated per AP per semester shall be the actual cost of course(s) approved, but not more than the cost of eight (8) credit hours at the applicable University tuition rate for the semester in question. The total amount of money allocated per fiscal year per AP shall not exceed the cost of sixteen (16) credit hours.
- C. Program. The AP must submit a Career Development Application for approval by UHR. Funding will only be approved for courses within a degree-granting or certificate-granting program at the University, or for courses at the University that are pre-requisites for entry into a degree or certificate-granting program at the University.
- D. Application. Career Development Applications will be accepted from the first day of the semester preceding the semester in which the course for which funding is sought is offered, until the first day of the semester in which that course is offered. Late and incomplete applications will be rejected.
- E. Account holds. Funding will not be approved when an AP owes money to the University or has a hold on his/her student account.
- F. Tuition Payment. Subject to the other requirements of this Section XII, funds for approved courses taken at the University will be credited to the AP's student account.

4. Proof of Successful Completion and Reimbursement

- A. Funding for an undergraduate course(s) is contingent upon the AP receiving a grade of at least “2.0” on a “4.0” scale. Failure to achieve a 2.0 or better in a course will result in debiting of previously credited funds for that course and the course will still count towards the AP’s sixteen (16) credit limit for that University fiscal year. As part of the application process, the AP must authorize UHR in writing to verify the grade received in a funded course(s).
- B. Funding for a graduate course(s) is contingent upon the AP receiving a grade of at least a “3.0” on a “4.0” scale. Failure to achieve a 3.0 or better in a course will result in debiting of previously credited funds for that course and the course will still count towards the AP’s sixteen (16) credit limit for that University fiscal year.
- C. In the event of withdrawal from or unsuccessful completion of a funded course, UHR will debit the AP’s student account for amounts credited to the student account by UHR for that course and the course will still count towards the AP’s sixteen (16) credit limit for that University fiscal year.

5. Repayment Requirement

- A. If an AP voluntarily leaves employment within one (1) year of completing a course(s) for which Career Development funding was received, the AP must reimburse the University for those funds proportionately, based on the relationship of the time remaining in the one (1) year period to the one (1) year period.
- B. If an AP takes a personal leave of absence within one (1) year of completing a course(s) for which Career Development funding was received, a number of days equal to the number of days of the personal leave shall be added to the one year requirement set forth in paragraph XII.5.A., above.
- C. If an AP is laid off, reimbursement will be waived.
- D. If the AP is terminated for cause or does not successfully complete his/her first year of employment, the AP must reimburse the University.

SECTION XIII - DEPENDENT CHILDREN AND SPOUSE PARTIAL TUITION WAIVER

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

1. Eligibility

Subject to the other provisions of this Section XIII, a dependent child or spouse of an AP who meets the eligibility criteria for participation in the Career Development Program described in Section XII.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 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 or spouse tuition waiver applications will be accepted from the first day of the semester preceding the semester in which the course for which funding is sought is offered, until the first day of the semester in which that course is offered. Late and incomplete applications will be rejected.
- B. The University will waive 50% of the cost of the eligible dependent child's and/or spouse's tuition, up to a maximum of thirty-two (32) credit hours per fiscal year (with a maximum of sixteen [16] credit hours per semester).
- C. The dependent children and/or 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 or spouse receiving a grade of at least "2.0" on a "4.0 scale". Failure to achieve a 2.0 or better in a course will result in debiting of previously credited funds for that course and the course will still count towards the thirty-two (32) credit limit for that University fiscal year
- B. Funding for a graduate course(s) is contingent upon the dependent child or spouse receiving a grade of at least "3.0" on a "4.0 scale". Failure to achieve a 3.0 or better in a course will result in debiting of the previously credited funds for that course and the course will still count towards the thirty-two (32) credit limit for that University fiscal year.
- C. In the event of a withdrawal from or unsuccessful completion of a funded course, UHR will debit the dependent child's or spouse's student account for amounts credited to the student account by UHR for that course and

the course will still count towards the thirty-two (32) credit limit for that University fiscal year.

SECTION XIV - SEPARATION AND DISCIPLINE AND DISCHARGE

1. Separation from Employment – Just Cause AP

A Just Cause AP may be separated from employment voluntarily, as provided for in Section XVIII; or through resignation or abandonment (i.e., unauthorized absence from work for three or more consecutive days); or involuntarily, due to layoff, as provided in Section IV; or due to medical incapacity, with disputes to be resolved as provided for in Section XVI; or due to release during the probationary period, as provided for in Section II; or due to discharge for Just Cause.

2. Discipline and Discharge – Just Cause AP

A. Definition for Just Cause. Just Cause AP's may be disciplined for just cause, up to and including discharge. "Just cause" includes, but is not limited to, performance, conduct or behavior, whether by act or omission, and whether it occurs on or off duty or on or off University premises, which interferes with or adversely affects, in other than a de minimis manner, the orderly or efficient operation of the University. Examples of conduct, which could result in discipline up to and including discharge include, but are not limited to:

violation of rules and regulations;

unsatisfactory work performance, which unless it is so serious as to warrant immediate discharge, will normally be preceded by at least one (1) written warning of the performance deficiency, with an opportunity lasting at least one (1) month to demonstrate satisfactory improvement, or unsuccessful implementation of a performance improvement plan;

insubordination, which unless it so serious as to warrant immediate discharge, will normally be preceded by at least one (1) written warning that future insubordination may lead to further discipline up to and including discharge;

theft;

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) warnings after which the conduct persists;

criminal conviction which adversely affects the University.

- B. Conditions Prior to Imposing Discipline or Discharge. Before a Just Cause AP is disciplined or discharged for just cause, the University will provide the AP with notice of the basis for the proposed discipline or dismissal, an explanation of the facts supporting this basis, and an opportunity for the AP to respond.

Before imposing discipline or discharge, the University will make a good faith effort to reasonably conclude that the 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 normally consider the AP's past record, length of employment, and mitigating circumstances, although some conduct may be so serious that it will warrant the discharge or discipline regardless of these or any other such factors.

- C. Right to Access the Grievance Procedure. A non-probationary, Just Cause AP who disagrees with the discipline or discharge imposed may utilize the Grievance Procedure. Notwithstanding any provision in this Manual to the contrary, a probationary AP is an at-will employee and may be terminated at any time with or without notice and with or without cause.

3. Separation, Discipline and Discharge –At Will AP

- A. At Will AP's may voluntarily terminate their employment with the University in accordance with Section XVIII.

- B. At Will AP's may be disciplined up to and including discharge at any time, with or without cause, with or without prior notice, and without recourse to the Grievance Procedure or to any appeal process.

- C. Severance Pay.

- (1) An At Will AP who is discharged for misconduct shall not be eligible for severance pay. When an At Will AP is discharged for misconduct, the University will state, in writing, the basis for discharge. Misconduct means those acts or omissions that constitute "just cause" for termination of a Just Cause AP, as set forth in paragraph XIV.2.A, above.

- (2) An At Will AP who is discharged for reasons other than misconduct is entitled to receive severance pay in accordance with the following schedule:

Less than 1 year service = no severance

More than 1 year but
less than 2 years service = 1 month salary

More than 2 years but
less than 3 years service = 2 months salary

More than 3 years but
less than 4 years service = 3 months salary

More than 4 years but
less than 5 years service = 4 months salary

More than 5 years but
less than 6 years service = 5 months salary

6 or more years service = 6 months salary

- (3) To be eligible for severance pay, the At Will 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 At Will AP has or may have against the University and any of its related entities, its Board of Trustees, and its officers, employees, and agents. Unless the At Will AP executes the release and severance agreement, the AP shall not be eligible for severance pay.

- (4) Severance will be paid in one lump sum during the next 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 payment.

SECTION XV - GRIEVANCE PROCEDURE – JUST CAUSE AP’S ONLY

Informal resolution of work place concerns is encouraged. Most complaints can be resolved through discussion between the AP and the immediate supervisor or University administrators responsible for the area of concern. In the event a problem cannot be resolved with the immediate supervisor, requests to see the “supervisor’s supervisor” about a problem should usually be granted in the interest of quick and equitable problem resolution. This Grievance Procedure (“Procedure”) is designed for processing of complaints on those occasions when informal efforts are not successful. The time limits stated are a significant part of the Procedure. They are established to 1) assist the

parties to understand their rights at any point in the process, and 2) to assist the process to move forward. Expeditious resolution of concerns is favored, and participants are encouraged to act more quickly than required by the time limits when appropriate. This Procedure shall be used to resolve any dispute, matter, or controversy to which it applies.

1. Definitions, Rights, and Limitations.

- A. A "Grievance" is an allegation by a Just Cause AP that the University has violated an express term of the then effective Manual. 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 matter, including discharge, relating to a probationary AP or 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 an AP is fully qualified or possesses the requisite critical competencies as defined in the layoff procedure;
 - (10) Determinations concerning positions that a laid-off AP is eligible to fill;
 - (11) The University's judgment that a 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 and Compliance;
 - (13) Disputes concerning statutorily-prescribed monetary compensation, such as unemployment compensation and worker's compensation -

- if not resolved informally, such matters are to be resolved through the external mechanisms established for that purpose;

(14) Any matter within the University's management prerogatives, including but not limited to those expressed or inferred by the State Constitution or State or Federal law, and those within any generally accepted employer conduct in the workplace, except as expressly limited by a provision in this Manual.

- B. The term “day” or “days” shall refer 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 AP and the University. Any steps may be omitted or joined if both parties agree in writing.
- D. Failure of the AP to commence or process a complaint within the time limits, or mutually agreed extensions, shall result in the Grievance 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 Grievance agreed upon by the University and the AP at any state of the Procedure will conclusively dispose of the Grievance.
- F. Neither party has the right to take depositions, submit interrogatories, or engage in other formal discovery procedures except after the Grievance has been submitted to arbitration and consistent with the voluntary Labor Arbitration Rules of the American Arbitration Association.
- G. The AP shall have the right to be accompanied by a non-attorney AP employee, who may be an AP Association representative, at every step except Step 1. The AP shall have the right to be represented by an attorney of the AP’s choice and at the AP’s expense at Step 5.
- H. No remedy at any step shall (a) conflict with local, state, 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 AP within ten (10) days of the occurrence of the incident generating the Grievance or of the date on which the AP learned of the incident. The AP shall attempt to resolve the Grievance by requesting in writing a one-on-one discussion with the

immediate supervisor. The supervisor shall meet with the AP within seven (7) days of the request to discuss the Grievance.

- Step 2. If the discussion does not result in a resolution satisfactory to the AP, the AP may submit a written complaint to the supervisor no later than five (5) days after the discussion, making specific reference to this Procedure. The written statement shall contain a clear and complete statement of the facts supporting the Grievance, identification of the specific policy provision upon which it is based, and the specific remedy sought. The supervisor shall meet with the AP and the AP representative, if any, within seven (7) days of receipt of the statement to attempt again to resolve the Grievance. The supervisor shall provide a written decision no later than seven (7) days after the conclusion of the Step 2 meeting. If the matter is not within the supervisor's authority, the supervisor shall so inform the AP and the Grievance shall be advanced to Step 3.
- Step 3. If the AP is not satisfied with the Step 2 response, he/she 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 AP shall transmit a copy of the Grievance and the STEP 2 answer along with the appeal. The second level supervisor (or designee if the second level supervisor is not available) will then meet with the AP, the employee's AP representative, if any, and the immediate supervisor within seven (7) days of receipt of the appeal. The second level supervisor will render a written decision within ten (10) working 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 AP and the Grievance shall be advanced to Step 4.
- Step 4. If the AP is not satisfied with the Step 3 decision, he/she may submit a written appeal to the Assistant Vice President of UHR within three (3) working days of the date of the Step 3 decision. The Assistant Vice President of UHR (or designee) shall meet with the AP and the AP representative, if any, within fifteen (15) days of receipt of the written appeal. The Assistant Vice President of UHR or designee shall render a written decision within ten (10) days of the conclusion of the conference.
- Step 5. If the AP is not satisfied with the Step 4 decision and the AP wishes to continue it, the AP shall submit the Grievance to arbitration. The request for arbitration must be submitted in writing to the Assistant Vice President of UHR within ten (10) days following issuance of the Step 4 decision. The University and the grievant's representative (hereinafter "the party(ies)") 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 the practice of law in Michigan unless the parties shall otherwise agree.

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 there is conflict with the provisions of this Grievance Procedure, or where the University and the AP otherwise agree.
- B. At least ten (10) days before the hearing commences, both parties 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 shall be whether there was just cause for the university's action. The arbitrator shall submit to the parties within thirty (30) days of the close of the hearing 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, University policies, practices, rules or procedures. Both parties shall have an opportunity to introduce evidence and argue as to the application of said Manual, policies or practices to the issues before the arbitrator.
- F. If the arbitrator finds that the AP was discharged contrary to University policy, practice, rule, or procedure or other term of the employment contract, the arbitrator may grant any of the following remedies as he or she shall find just: 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 Grievance was filed.
- G. The arbitrator may not award any back wages in excess of the amount of wages the AP would have earned had he/she not been discharged. The arbitrator shall deduct from the award of back pay any lawful setoffs for the AP's interim earnings, for unemployment compensation received by the 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 AP to mitigate the damages.

- H. The fees and expenses of the arbitrator will be apportioned as follows: \$250 to the 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 AP and other expenses incurred by the AP must be borne by the AP.
- J. To the extent permitted by law, arbitration is the sole and exclusive final step to hear, and the remedy for, all Grievances which were or could have been raised at any step in the Procedure. Therefore, neither the University nor an AP shall be entitled to commence a civil suit in any court regarding any grievable 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 AP. Judgment on the arbitration decision rendered may be entered in any circuit court or other court of competent jurisdiction.

SECTION XVI - MEDICAL DISPUTE

If an AP disagrees with the determination of the University's designated physician concerning the AP's physical, mental, or psychological ability to perform his/her job, the AP may, if the AP has not already done so, submit a report from a licensed physician of his/her choosing at his/her 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 AP can or cannot work while receiving care, including any work limitations. If the disagreement continues, upon request of the AP, the University and the AP shall select a third licensed physician to examine the AP and submit a report to the University. If the University and the AP cannot agree on a third physician, the University will submit to the AP a list of Board certified physicians, or fully licensed psychologists, with expertise in the area related to the complaint. 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 parties. The costs of this evaluation will be shared equally by the University and the AP. Until the disagreement is resolved, the University will rely upon the determination of the University's physician.

SECTION XVII - 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 social,

professional and financial welfare 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 AP’s. Action and voting participation is subject to payment of established dues.

2. Administrative-Professional 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.”

SECTION XVIII - TERMINATION OF EMPLOYMENT

AP’s who voluntarily terminate their University employment are expected to provide two (2) weeks advance written notice.

Voluntary terminations take effect at the end of the working day on the AP’s “Last Active Service Day,” which is the last day on which the AP is actively at work. The employment period may not be extended by the utilization of leave time after the “Last Active Service Day.” AP’s who terminate their University employment must “check out” with the administration office of their division. All keys, 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.

Benefit coverage continues until the end of the month in which termination occurs for health, dental, life, and optical insurance plans. Continuation of coverage in the health, dental, and optical insurance plans may be available in accordance with the provisions of federal law. Additional details may be obtained from the Benefit & Compensation Services Office.