

1988

Grievance 1986-1988

Bowling Green State University. Administrative Staff Council

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1. Colored Ink
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Bowling Green State University

Vice President for
Academic Affairs
Bowling Green, Ohio 43403
(419) 372-2915
Cable: BGSUOH

March 6, 1985

TO: Administrative Staff in the Academic Affairs Area

FROM: Eloise E. Clark, Vice President *E.E. Clark*
for Academic Affairs

The Grievance and Hearing Procedure for Administrative Staff provides two levels for resolution of complaints: the grievance procedures within the respective vice presidential area and the hearing procedure as the final University process. The grievance procedure calls for the appointment by each vice president of a three-member area review committee to assist in resolving grievances that may arise from administrative staff members in the area. Presently the Academic Affairs grievance committee consists of Gene Keil, Nan Edgerton, and Joyce Kepke. Effective July 1, 1985, Joyce Kepke's term of office will expire, and I will be appointing a replacement for her. In order that I may select the replacement from among those who are interested and in order to allow you the opportunity to nominate individuals for this appointment, would you complete the bottom portion of this page and return to me at your earliest convenience. Please feel free to nominate yourself if you are interested in serving.

NOMINATION FOR THE VACANCY ON ACADEMIC AFFAIRS GRIEVANCE COMMITTEE:

Return by March 22 to: Eloise E. Clark, Vice President for Academic Affairs

3342-6-09

University policy regarding employment of unclassified administrative officers and staff personnel.

- (A) The president. The president of the university is appointed by and serves at the pleasure of the board without notice of appointment other than that noted in the minutes of the board. The university constitution, paragraph (F)(2) of rule 3342-2-01 of the Administrative Code, requires that "the board shall annually elect a president of the university to hold office at the discretion of the board." Compensation of the president is established by the board and continues unless or until it is changed by the board. The president is required to live in the residence provided by the university for the convenience of the university.
- (B) Appointment of other unclassified administrative officers and staff personnel.
 - (1) All full-time administrative officers and staff personnel shall be employed by the university upon the positive recommendation of the president and the approval of the board of trustees, serve at the pleasure of the appointing authority, and are subject to the policies, rules, and regulations of the university and to the laws and regulations of the state of Ohio.
 - (a) During the period of the administrative or staff appointment, an appointee shall render fully the service to the university required by the terms of the appointment and other appropriate policies, rules, and regulations, as published in the Administrative Code and this register.
 - (b) The university shall make deductions from salary payments to any employee as required by regulations and may make other deductions as requested by the appointee and authorized by the university.
 - (2) A full-time administrative or staff appointment is ordinarily made on a continuing basis; that is, an appointment is made with the expectation that it will continue until notice is given by either the appointee or the university that it will terminate. However, contracts for part-time appointments or for specific periods may be negotiated with the approval of the president of the university. With any type of appointment, termination may be initiated by the appointee through resignation or retirement with reasonable notice; it may be initiated by mutual agreement of the appointee and the university for promotion, transfer, or voluntary disability leave; it may be initiated by the university for demotion, involuntary disability leave, or by authority of paragraphs (C) and (D)(1) and (D)(2) of this rule. An administrative appointee does not acquire tenure in his/her administrative position no matter what the length of service.
 - (a) A notice of appointment to an administrative or staff position is to be signed by the appropriate vice president, the president of the university and by the appointee and shall, at minimum, contain the following: term of appointment that is, continuing, full or part-time, temporary, or for a specific period; title of position; annual salary and/or salary for the period to be covered; and any special conditions relating to the appointment.

EMPLOYMENT--UNCLASSIFIED PERSONNEL (UP) 6-09-(2)

- (b) Upon receiving the offer of appointment, the prospective appointee shall have ten working days after the date of issuance to sign and return the notice of appointment to the president, in the case of vice presidents and assistants to the president, or, in the cases of all others, to the vice president to whom the appointee reports, unless this period is extended by mutual agreement. If the signed notice of appointment is not returned within the time allowed, the university may consider the appointment refused and the tender of appointment voided.
- (c) In the case of the termination of an administrative or staff appointee holding rank and tenure in an academic department, that person's faculty rights and privileges are preserved, except under the provision of paragraph (D)(2) of this rule, in which case suspension and/or termination proceedings provided for in the university's collective bargaining agreement with the faculty may also be invoked.
- (C) Termination of administrative or staff appointees. An administrative appointee not to be continued in his/her administrative position shall be so informed at least ninety days, including weekends and holidays, prior to the date established in the notice as the terminal date of the employee's appointment, unless a specific shorter period of notice has been agreed to as a part of the initial appointment. The appointing authority of the administrator shall be the informing agent. University policy regarding nonacademic grievance, rule 3342-6-13 of the Administrative Code is not applicable in cases of administrative termination.
- (D) Suspension and termination of administrative or staff personnel for cause.
 - (1) The university may terminate the appointment of an administrative or staff employee, with appropriate notice, for these reasons: insufficiency of funds; modification of the university's mission or programs; or changes in the table of organization. At least thirty days' notice will be given, in writing, for a termination under the provisions of this paragraph.
 - (2) The administrative or staff appointee holding a position covered by this rule shall continue in that position during good behavior and efficient service and no such appointee shall be reduced in pay or position, suspended, or removed, except as provided in paragraphs (C) and (D)(1) of this rule, and for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any acts of misfeasance, malfeasance, or nonfeasance in office. In the event of immediate suspension leading to possible termination for the reasons stated herein, the administrative or staff appointee shall receive written notice of his/her proposed termination and will be provided an opportunity for a meeting with his/her appointing authority.

Effective as a rule July 10, 1981

Promulgated under: R.C. Sec. 111.15

Rule amplifies: Sec. 3341.01 to 3341.06

Amended: June 19, 1981, October 5, 1979, and prior to November 4, 1977

3342-6-14

Administrative policy and procedures regarding grievances of nonteaching unclassified and classified staff.

(A) General.

- (1) The purpose of this policy is to secure equitable solutions as quickly as possible to complaints which may arise relative to the working conditions of university employees. For purposes of this procedure, the term "employees" is defined as unclassified administrative and professional staff members and classified civil service appointees. Classified employees who are members of a recognized bargaining unit will normally use grievance procedures provided in existing collective bargaining agreements. Members of the faculty have other grievance resolution machinery available and are excluded from this policy.
- (2) A "grievance" is defined as a claimed violation of a specified university regulation, policy, or procedure. Generally, it is expected that a grievance can be resolved at the point at which it arises. This means that the aggrieved employee and his immediate supervisor should attempt to settle the problem, with the right to appeal to a higher level exercised only after it is determined that mutual satisfaction cannot be reached. Consequently, every effort should be made to settle the grievance on the spot, on its merits, and with minimal delay.
- (3) Section 124.03 of the Revised Code provides that classified civil service employees may appeal certain actions of the appointing authority to the state personnel board of review. Included are such matters as job abolishment, reduction in pay or position, layoff, suspensions in excess of three working days, discharge, and job classification. Actions which may be appealed to the state personnel board of review are not subject to appeal under this grievance procedure. If, however, an appeal is filed in a timely manner and that board denies jurisdiction, a grievance may be initiated at step three of this local grievance procedure.
- (4) It is the right of every employee to use the prescribed grievance machinery without fear of reprisal. The manager of employee relations is available to render guidance and assistance concerning the grievance procedure to be followed.
- (5) It is the policy of the university to afford its employees the right to have assistance from a fellow employee in attempting to settle a grievance with a supervisor or department head after the employee and his or her supervisor have failed to reach a satisfactory solution in their initial discussion.
- (6) It is further the policy of the university to recognize the right of the employee to have additional representation at conferences held at the personnel office level and above.
- (7) Reasonable administrative time-off shall be permitted for aggrieved employees of the university and fellow employees who assist in presenting a grievance.

NONACADEMIC GRIEVANCE (AP) 6-14-(2)

(B) Time limits.

- (1) It is important that complaints and grievances be processed as quickly as possible at each administrative level. The number of days indicated herein at each level shall be considered the maximum. Every effort should be made to expedite the process and to render a decision as quickly as possible. The time limits specified may, however, be extended by agreement between the university and the employee. A grievance will be acted upon provided the employee submits it in writing within ten working days of the occurrence or discovery of the complaint or grievance.
- (2) The phrase "working days" as used in this procedure means days exclusive of holidays and days the employee may be on authorized vacation, sick leave, or absence.
- (3) Failure of the grievant to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure of the university to render a decision on a grievance within the specified time limits shall permit its appeal by the grievant to the next step.

(C) Procedural steps.

(1) Employee and immediate supervisor.

- (a) The aggrieved employee shall take the matter up with his or her immediate supervisor at the "earliest possible moment," which is defined herein as not exceeding ten working days from the occurrence or discovery of the complaint or grievance.
- (b) In the event the problem is not resolved at this informal level, the employee may prepare a formal written grievance, accurately stating the nature of the grievance and a suggested solution.
- (c) The formal grievance as filed by the grievant shall be submitted on the university employee complaint form.
- (d) The formal grievance should be signed and presented to the supervisor. This must be done within three working days after the final discussion with the supervisor.
- (e) The supervisor shall promptly record the decision which he or she has rendered and sign the form as indicated. Copies of the grievance and the supervisor's decision shall be distributed within three working days in the manner indicated on the form.
- (f) In organizational situations where the immediate supervisor and the department head are the same person, the grievance mechanism will begin with paragraph (C)(2) of this rule.

(2) Employee and department head.

6

NONACADEMIC GRIEVANCE (AP) 6-14-(3)

- (a) If the aggrieved employee is not satisfied with the decision of the immediate supervisor, the employee may, within five working days of such decision, file a written appeal with the department head.
 - (b) On receipt of the formal written appeal, the department head shall meet within five working days with the grievant to discuss the facts of the grievance in an effort to effect a settlement. After considering the facts presented, the department head shall give his or her decision in writing within three working days of the meeting.
 - (c) Should a group of employees within a department have a grievance, the department-head phase shall become the first step in the employee grievance procedure.
 - (d) In the event the grievant is employed in an administrative position at the department-head level or above (including academic chairpersons and directors), the grievance shall be presented to the grievant's immediate superior and is subject to appeal only to the next higher organizational level beyond that superior. Administrative grievances of this type are not subject to the step three and step four provisions of the procedure which provide for personnel department review and impartial arbitration.
- (3) Employee and manager of employee relations.
- (a) If the aggrieved employee is not satisfied with the decision of the department head, the employee may appeal the grievance to the manager of employee relations within five working days after receipt of the second-step decision. The manager of employee relations or designated representative will make an investigation of the complaint and, if necessary, hold a meeting with the employee and the employee's representative, if any. The manager of employee relations may determine that attendance of the supervisor, department head, or other management officials would be helpful in resolving the complaint. Upon completion of the investigation, the manager of employee relations will give the grievant a written decision.
 - (b) If a grievance is not appealed within ten working days after receipt of such decision, the grievance will be considered settled and will not be subject to further appeal and/or review.
- (4) Impartial arbitration.
- (a) If the employee is not satisfied with the decision of the manager of employee relations or designated representative, the employee may, within ten working days after receipt of the reply of the manager of employee relations, request arbitration.

NONACADEMIC GRIEVANCE (AP) 6-14-(4)

- (b) Within ten days of the employee's appeal to arbitration, the manager of employee relations and the employee will meet to select an arbitrator. If the parties fail to select an arbitrator they will jointly request the federal mediation and conciliation service to submit a panel of five arbitrators who are fully qualified to hear and rule on a particular kind of grievance. Upon receipt of the list, both the university and the employee shall have the right to strike two names from the panel. The employee shall strike the first name; the university shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.
- (c) The arbitrator shall be requested to render a decision as quickly as possible, but no later than thirty calendar days after the conclusion of the hearing, unless the parties agree otherwise.
- (d) Grievances within the meaning of this grievance procedure and of this arbitration clause shall consist only of issues involving an individual's employment with the university.
- (e) Only disputes involving the interpretation, application, or alleged violation of university regulation, policy, or procedure shall be subject to arbitration. The arbitrator shall have no power to add to or subtract from or modify university policy, nor to substitute individual discretion for that of the university, nor to exercise any responsibility or function of the university, nor to impose on either party a limitation or obligation not specifically required by existing law or university policy. The decision shall in all respects conform with the civil service laws of Ohio, other Ohio laws, and any other applicable laws.
- (f) After full consideration of the problem, the arbitrator shall submit a report and recommendations to the university president or designated representative.
- (g) The fees and expenses of the arbitrator, of the organization from which he or she was obtained, and any incidental and related expenses shall be borne equally by the university and the employee. The assumption of responsibility for the payment of the employee's share of the fee and expense of the arbitrator shall be declared in writing to the university before the specific request for the list of five arbitrators is made.

Effective as a rule March 22, 1982

Promulgated under: R.C. Sec. 111.15

Rule amplifies: Sec. 3341.01 to 3341.06

Amended: October 26, 1979, September 13, 1979 and
prior to November 4, 1977

tions of nominees, including relevant biographical data, evidence of appropriate academic degrees and honors, professional achievements, and letters or memoranda evidencing recommendations from at least three appropriate sources.

- 3) The name(s) of the recommended candidate(s) proposed shall be forwarded through the appropriate administrators to the President for appointment. If the President approves the recommendation, the President shall recommend that candidate for appointment by the Board of Trustees.

f) Nepotism

The University does not discourage the appointment of two members of an immediate family (here defined as spouse, parent, child, or sibling) provided only that one does not have supervisory responsibility over the other.

8.5.3 Review, Promotion, Continuation, and Nonrenewal of Appointment

a) Annual Review and Promotion In Professional Staff Rank

It shall be the responsibility of each supervisor to review annually in November the performance and qualifications of all professional staff members. As a part of the annual review the employee's qualifications for promotion to a higher rank, in conformity with the definition of rank in 8.5.2(d), will be considered at the option of the supervisor or upon the request of the employee. Each recommendation for promotion shall be forwarded by the appropriate administrators to the President for approval. Each professional staff member who asks to be considered for promotion will be notified by the supervisor not later than January 15 of the outcome of the promotion review.

b) Promotion Review Committee

Departments or administrative areas with the approval of the appropriate Vice President, may develop provisions for a Promotion Review Committee to assist the executive in reviewing and recommending promotions from one professional staff level to another.

They may also assist in developing additional qualifications and criteria for promotion which are appropriate to the functions of the unit.

c) Continuation of Appointment

Subject to the limitations of 8.5.2(b) and 8.5.2(c), and upon the receipt of a second annual contract, it is assumed that a professional staff member will receive successive annual contracts unless:

- 1) The letter of appointment (or contract) states the contrary, or
- 2) The University has made the decision to terminate the employee and has given timely notification according to the provisions of 8.5.3(d) and 9.5.3(e).

d) Nonrenewal of Appointment

Procedures for the nonrenewal of appointment except as provided in 8.5.3(e) are:

- 1) Recommendation for a nonrenewal of an appointment of a professional staff member can be initiated by any of the staff member's supervisors or superiors.

- 2) Recommendations for nonrenewal will be made to the President and will be accompanied by notations of support or lack of support from the appropriate administrative officers.
- 3) Such recommendations will be sent to the President on or before the following dates:
 - 3.a) March 1 for a professional staff member holding a first contract of professional service at CSU, for nonrenewal of the contract.
 - 3.b) January 1 for a professional staff member holding a second or subsequent contract of professional service at CSU, for nonrenewal of the contract.
 - 3.c) If the President concurs with the recommendations of nonrenewal, the President shall direct that a notice of nonrenewal be sent by regular mail to the professional staff member's home address which is on file with the University. Such notice shall be deposited in the mail within one month of the dates above (viz., by April 1, February 1).
 - 3.d) The professional staff member holding a second or subsequent contract of professional service at CSU is entitled to be apprized of the reasons for nonrenewal and may request a review of the decision through the grievance procedure as provided in 8.5.5.
 - 3.e) If a notice of nonrenewal is not sent by the dates provided in part (3.c) above, the professional staff member shall receive an additional contract of at least six months' duration except as otherwise provided (8.5.3 [e] and 8.5.6 [b]).

e) Termination Based Upon Financial Exigency or University Reorganization

Termination may be effected in case of financial exigency or discontinuance of a professional staff program or department, and the professional staff member concerned will be given notice as soon as possible. Professional staff with up to seven years will be given at least six months' notice, and those with seven or more years will be given at least nine months' notice. Before terminating the appointment because of the abandonment of a program or department, the University will make every effort to place affected professional staff members in other suitable positions within the University. When a program is curtailed because of financial exigency, the needs of the University, performance, and seniority will be considerations in the decision on the reduction of the staff in that department. When a professional staff member's dismissal is based upon financial exigency or reorganization, the released professional staff member's place will not be filled by a replacement within a period of two years, unless the released professional staff member has been offered reappointment.

8.5.4 Personnel Advisory Committee

Departments or administrative areas may request of the appropriate Vice President permission to establish a Personnel Advisory Committee to assist the administrator in resolving grievances and to propose modifications or alterations to the personnel policies.

8.5.5 Grievance Procedures

The purpose of the grievance procedure is to secure a prompt resolution to complaints by professional staff members regarding the terms and conditions of employment, pay, or other benefits.

The following procedures should be followed:

a) *Resolution of the Complaint with the Supervisor or Personnel Action Committee*

When a complaint arises, the professional staff member shall attempt to resolve the issue with his or her immediate supervisor through discussion, mutual understanding, and documentation if appropriate. If the complaint is not resolved to the professional staff member's satisfaction within ten working days, the professional staff member may present the complaint in writing to either the supervisor's immediate superior or to the Personnel Advisory Committee, if one has been established under the provisions of 8.5.4. At any point in the grievance procedure, either the grievant or the supervisor may refer the grievance to the Personnel Advisory Committee if one has been established.

b) *Transmittal of Complaint to the Personnel Advisory Committee*

If the grievance is submitted to the Personnel Advisory Committee, the Committee will examine the grievance, prepare a finding of fact, and recommend a basis for resolution to the concerned parties. This recommendation shall thereafter accompany the grievance until it is resolved.

c) *Transmittal of Complaint Directly to Supervisor's Immediate Superior*

When the complaint is submitted to the supervisor's immediate superior, the superior will promptly discuss the complaint with the professional staff member and any representative of the employee's choice, and present a written decision to the employee within ten working days.

d) *Appeal to the President*

If the decision is still not satisfactory to the professional staff member, it may be appealed in writing to the President within five working days. The President or the President's designee shall promptly meet and discuss the grievance with the professional staff member and any representative of the employee's choice, and reply in writing within fifteen working days.

e) *Arbitration Procedure*

If the decision of the President is not satisfactory to the professional staff member, the complaint may be submitted to arbitration within five working days.

The arbitration panel shall be composed of three impartial citizens: one selected by the University, one by the professional staff member, and third selected by the first two arbitrators. The panel shall promptly meet and hear the grievance presented by the professional staff member and/or any representative of the staff member's choice and render its decision to both parties in writing. The decision of the arbitration panel shall be advisory only. Each party will be responsible for any expense incurred in the preparation and presentation of its own case and for any record or transcript it may desire, and one-half of the fee (if any) of a mutually selected third arbitrator.

8.5.6 Dismissal of Professional Staff Members

For purposes of this section, termination of the appointment and contract before the end of any contracted term of service shall be referred to as a "dismissal". Dismissal of a professional staff member may be effected only pursuant to the procedures set forth in 8.5.6(b), and only for the reasons set forth in 8.5.6(a) and the relevant provisions of the Ohio Revised Code (see Attachment A to 8.5).

a) Causes for Dismissal

A professional staff member may be dismissed during the contract year for the following causes (note the Attachment A to 8.5 lists offenses which under State law are grounds for automatic suspension and, upon conviction, automatic dismissal):

- 1) Violation of recognized standards of professional conduct and performance;
- 2) Conviction of a crime involving moral turpitude;
- 3) Engaging in a demonstration or protest on University property in violation of law or of the University's Policy on Demonstration (May 10, 1968);
- 4) Fraudulent credentials.

b) Procedures for Dismissal

- 1) Recommendations for dismissal under causes listed in 8.5.6(a) shall be sent to the President with appropriate documentation. Notice of the recommendation shall be given to the employee involved. The President may dismiss the professional staff member immediately.
- 2) Any appeal from the President's decision to dismiss a professional staff member must be filed within ten working days. The appeal will be submitted to arbitration according to the procedure described above in 8.5.5(e) Arbitration Procedure.

c) Preexisting Tenure

Dismissal of professional staff members who hold tenure through appointment at Fenn College or Cleveland-Marshall College of Law can occur only under the provisions of the Faculty Personnel Policies.

8.5.7 Resignation

Professional staff have an obligation to the University upon voluntary termination of appointment. A written notice of intent to resign should be given no less than 30 days before termination of service.

8.5.8 Retirement

The services of all professional staff members shall terminate on June thirtieth following the date at which they reach the age of seventy years, or upon their seventieth birthday, if that falls on June thirtieth. In exceptional circumstances any professional staff member may be reappointed for a one-year term for not more than five years.

President or his designee, as established by the Board of Trustees.

Unclassified employees are appointed or removed by the Board of Trustees upon the recommendation of the President.

2. **Rate of Pay:** All classified positions at the University are assigned state civil service classifications according to the duties of the job. Every job classification (such as Custodial Worker, Typist 2, Carpenter 1) has a predetermined pay range which is established by the civil service law. Each pay range consists of a series of "steps" or rates of pay. New employees are assigned to "step 1" (the minimum rate of pay) of the appropriate pay range and advance at prescribed intervals of time through the series of steps until the maximum rate is reached. Following initial employment or promotion to a higher classification, the classified employee serves a probationary period and receives a probationary rate increase to the next step upon completion of that period. Annual anniversary increases are also automatic until the maximum rate within the pay range is reached. After five years service, a "longevity supplement" (1/2% of base rate for each year of service, not to exceed 10%) is added to the regular rate.
3. **Change of Classification:** When an administrator wishes to change the classification of an existing position, create a new staff position, or fill a staff vacancy, classified or unclassified, the Position Request Form (form 14-PE-A) must be initiated by the supervisor and requires administrative and budget approval to the level of vice president. All such actions affecting unclassified positions require Board approval. Classification changes will be based on the essential character of the work for the position, illustrative examples of the work, essential knowledge, abilities, skills, and qualifications required by the position. When a supervisor wishes to make changes in assignments which will result in reclassification of a position, **such changes require prior vice-presidential approval.** A supervisor can not arbitrarily assign additional approval, or more responsible duties which will later dictate upward reclassification.
4. **Paydays:** University employees are paid every two weeks and receive paychecks on alternate Fridays. On payday, the classified civil service employee receives pay earned during the two weeks ending the previous Friday; faculty members and other unclassified employees are paid for work performed through that payday. Each 52-week full-time employee receives 26 paychecks over a period of a year. For computation purposes, it should be noted that paydays are not twice monthly, but 26 times per year.

Paychecks are distributed to employees by a representative of each department, or by a representative of the Payroll Office.

If an employee is ever overpaid, it is his responsibility to reimburse the University. If an underpayment occurs, the University will make up the difference. If any employee has unpaid financial obligations to the University, appropriate amounts will be withheld from his pay.

V-6-3—Personnel: Credit Union

A—Purpose:

The University of Toledo-MCO Federal Credit Union is a cooperative savings and loan facility owned and operated by its members. Membership is open to all full-time classified, faculty and other unclassified employees of the University. Loans and other services are available to members for all types of consumer needs, with net earnings from loans distributed to members in the form of dividends.

B—Procedure:

Information regarding the services of The University of Toledo MCO Federal Credit Union (including payroll deduction) may be

obtained directly from the Credit Union Office, which is located in room 2011 Gillham Hall.

The University offers a payroll deduction plan for savings deposits and loan payments to the Credit Union.

V-6-4—Personnel: Disciplinary Actions

A—Purpose:

Disciplinary actions are considered constructive measures for the correction of deficiencies in the performance of classified employees.

B—Procedure:

Any classified employee may be disciplined for failure to perform his duties effectively, or for violating University rules and regulations. Types of disciplinary actions may include: written warning, suspension without pay, reduction, or removal. The action taken will depend upon the offense. Employees will receive a written notice of a suspension, a reduction, or a removal from the Appointing Authority or his designee. Classified employees may appeal a reduction, suspension in excess of three working days, or removal, to the State Personnel Board of Review. Suspension of three or fewer working days may not be appealed to the Board of Review.

Because of legal implications, supervisors must discuss disciplinary cases with the Director of Personnel before taking action. Classified employees may be reduced, suspended, or removed only by the Appointing Authority—not by the supervisor or department head.

V-6-5—Personnel: Employee Conduct

A—Purpose:

In large measure, the success of the University in fulfilling its mission depends upon the kind of relations maintained with students, parents, alumni, co-workers, and visitors to the campus. The following general rules of conduct and policies have been established to help achieve this objective. This is by no means complete as it is impossible to list all items in an organization of this size. Beyond the items listed, employees should recognize that "failure of good behavior" shall be grounds for disciplinary action.

B—Policy

1. **Courtesy**—Employee behavior while on and off the job is a reflection on the University. Courtesy is an important part of each employee's responsibility. It can help make everyone's job more pleasant.
2. **Appearance**—The employee's appearance, regardless of his job, is a factor by which other people judge employees and the University. Dress should be appropriate for the position with emphasis upon neatness and cleanliness. Employees should choose what is acceptable attire and grooming for individual departments or functions. They should avoid extremes, particularly shoddy, exotic, or bizarre costumes and grooming that is not suited to a business situation.
3. **Social Life**—The employee's social life and plans should be discussed at times other than working hours. Employees take working time away from their co-workers as well as themselves when they discuss such matters during working hours.

Personal telephone calls should be kept to an absolute minimum, and such calls made to points outside the University should be made on pay telephones.
4. **Promptness**—Being on time in the morning and after lunch is important in the operations of the employee's department. Tardiness may cause others to fall behind in their work, or cause the department unnecessary delays. Employees must not leave before the end of their regularly scheduled working

Upon retirement, employees with 10 or more years of service with the University, the State, or any other political subdivision in Ohio will be paid in cash for one-fourth of their accrued but unused sick leave. The maximum payment which may be made shall not exceed 30 days (one-fourth of 120 days). Such payment shall be based upon the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall only be made once to any employee.

The descriptions above are necessarily brief. Full information concerning STRS and PERS is contained in bulletins which may be obtained from the Personnel Department. They include the following:

- Military Service Credit
- Restoring Cancelled Credit
- Estimating Retirement Benefits
- How to Apply for Retirement Benefits
- Payment Plans
- Disability Retirement
- Especially for Spouses
- Survivor Benefits
- Service Retirement
- Medical Expense Benefits
- How to Regain Lost Service Credit by Redeposit of Refunds
- Ohio Teachers Retirement and Financial Security Plan
- Out-of-State Teaching Service-Other Public Service

Note: All references to years of service in this section indicate total service credit.

V-6-20—Personnel: Sick Leave

A—Purpose:

The University sick leave policy grants an employee reasonable protection from loss of pay or jeopardy to his position due to absence as a result of personal illness, death, or serious communicable illness within his immediate family.

B—Policy:

University employees earn sick leave at the rate of four and six-tenths (4.6) hours for each completed 80 hours of service for actual hours in pay status (15 workdays per year). There is no limit on the amount of sick leave which may be accumulated.

Employees who work fewer than 40 hours a week will earn sick leave on the basis of actual hours in pay status each pay period.

Employees may use sick leave, upon approval of their supervisor, for absence due to personal illness, injury, and exposure to serious contagious disease which could be communicated to other employees, and for serious illness, or injury in the employee's immediate family. In case of a member of the immediate family not living in the same household, the Director of Personnel may authorize sick leave when he believes it justified, but such cases will be carefully investigated; a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person may be required.

The immediate family includes grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian or other person who stands in place of a parent.

Sick leave may be used when death of a member of the immediate family occurs. (See section on LEAVE OF ABSENCE.) Additional

information on sick leave is contained in the section on REPORTING OF ABSENCES.

Any employee who becomes pregnant may use, at her option, any or all of accrued sick leave for maternity-related disability.

Classified employees report the use of sick leave on form 6-PE; unclassified employees use form P-17.

Employees who are ill for more than five continuous workdays must report to the University Health Service prior to reporting to work and obtain approval to return to work from the University physician or his designee.

Apart from the above, the University has a generous policy on sick leave for unclassified employees, including faculty members. Individuals will be dealt with generously and fairly when extended illness is involved, and will be treated as separate cases, with recommendations coming from department heads and deans through the appropriate vice president to the President.

Employees who retire with ten or more years of service with the University, the State, or any political subdivision in Ohio, will be paid in cash for up to 240 hours of accumulated and unused sick leave (see section on RETIREMENT PROGRAM).

V-6-21—Personnel: Terminations

A—Purpose:

To provide for proper final clearance of personal data, such as final pay, group insurance, and retirement, when a staff employee terminates employment.

B—Policy/Procedure:

In order to comply with University and civil service rules, the following procedures must be followed:

In all instances of separation (resignation, removal, position abolishment, disability separation, layoff, retirement, or death), a Staff Personnel Action (Form 150-PE) shall be originated by the supervisor concerned. The Personnel Action should be filed with the Personnel Department as soon as the department learns that an employee is leaving the University for any reason.

If an employee is resigning on his own accord, he should notify his supervisor and the Personnel Department at the earliest possible date, but in any event not less than two weeks prior to his last day of work. The supervisor shall obtain from the employee a letter of resignation which should be attached to the Personnel Action form when it is filed with the Personnel Department. For your convenience, blank copies of a resignation letter are available from the Personnel Department.

When a person leaves University employment for any reason, his last day worked is his last day on the payroll. Money for accumulated and unused vacation time is paid at this time. In no case may vacation time be added to extend the final date on the payroll.

Classified employees may be removed from the payroll, reduced or suspended for just cause. This includes discipline as well as position abolishment or layoff due to lack of funds, lack of work, or lack of continuing need for the position. Any department that desires to remove, reduce, suspend or lay off a staff employee or abolish a position, should contact the Personnel Department to assure that the proper procedure is followed. (This may be done only by the "Appointing Authority," who is the University President or his designee-not by the supervisor or head of the department). These actions involve documentation and formal orders, as required by state regulations.

C—Clearance Procedure:

Before final paychecks are issued to employees, a check out procedure is conducted. At the earliest appropriate time, the Personnel Department sends a memorandum to the terminating employee as a reminder of the specific items of University

property which must be turned in and to whom they should be returned. Although there may be additional properties in special circumstances, the following list shows the usual items that a terminating employee is obligated to return:

- Identification card
- Prescription Drug Card
- Air Travel Card
- Parking Permit
- Keys
- Uniforms
- Library Property

A termination report is then sent to the Payroll Department, placing a "hold" on the final paycheck until the employee's obligations have been cleared. At the same time, a memorandum listing terminating employees is sent from the Personnel Department to each department responsible for items of University property entrusted to the employees. Each department supervisor indicates on the memo whether the obligations in question have been cleared and then returns the memo to the Personnel Department.

When all department clearances have been received, the Personnel Department then sends a second termination report to Payroll, releasing the final paycheck.

V-6-22—Personnel: Time Cards

A—Purpose/Policy:

In order to expedite the writing of payrolls and to provide for compliance with laws governing staff personnel record keeping, the following procedure pertaining to time cards must be followed:

B—Procedure:

Use the salmon card, Overtime Hours Time Reports (Form 35-PE3) for reporting overtime hours of regular employees who are eligible, and submit to the Payroll Office by noon on the Monday preceding payday if the employee is to be paid for that overtime on the following payday.

Use the green card, Temporary Employee's Time Report (Form 35-PE2), for reporting all hours of temporary (hourly rate) employees, student or non-student. It must be received by the Payroll Office by noon of the Monday preceding payday if the employee is to be paid on that payday.

All time cards must be signed by the employee's supervisor, who certifies their accuracy. They must be submitted on time; otherwise employees will be paid two weeks after the regular date.

V-6-23—Personnel: Overtime

Policy/Procedure:

Non-exempt employees* within the classified civil service who are in a pay status for 40 hours during the work-week (Friday midnight/Friday midnight), and work over 40 hours during the work-week shall be paid at the rate of time and one-half for hours worked over 40, or may take compensatory time off at the rate of time and one-half within 180 days after the overtime was worked. This is subject to approval by supervision and the provisions of section 124.18 of the Ohio Revised Code.

Exempt employees, within the classified service, who work under the same conditions may be granted compensatory time off at straight time. An Absence Report (Form 6-PE) with "other" checked is submitted if employees in the classified civil service are not at work because they are taking compensatory time.

When eligible employees elect compensatory time, they should complete and sign the salmon-colored card reflecting overtime

worked (Form 35-PE); the supervisor should then sign and retain the card. When the compensatory time is taken, the completed overtime card should be attached to the final absence report which is submitted for the compensatory time, and both forwarded to the Personnel Department. If all of the compensatory time due for a particular job is not taken, this should be indicated on the white copy of the absence report form submitted—the overtime card should not be attached until all of the overtime hours due for a particular job are consumed. This must be done within one hundred eighty (180) days or the overtime will be paid at an applicable rate.

*Those eligible for overtime compensation, as established by section 124.18 of the Ohio Revised Code.

V-6-24—Personnel: Vacation Policy

A—Purpose/Policy:

University classified and unclassified employees with 52 week appointments are entitled by law to time off with pay for vacation after the completion of one year of service. It is the intent of this policy to provide employees with sufficient time each year for rest and relaxation.

B—Procedure:

1. Accrual

a. Classified Employees

Classified personnel employed on or after July 1, 1967, earn vacation time as follows:

Completed Length of Service	Annual Vacation	Accrual Rate	
		Per Day Period	Maximum Accrual
Under 1 year	None	3.1 hrs	None
1 through 7 yrs.	80 hrs. (10 days)	3.1 hrs.	240 hrs.
8 through 14 yrs.	120 hrs. (15 days)	4.6 hrs.	360 hrs.
15 through 24 yrs.	160 hrs. (20 days)	6.2 hrs.	480 hrs.
25 or more years	200 hrs. (25 days)	7.7 hrs.	600 hrs.

Classified personnel employed prior to July 1, 1967, earn vacation time as follows:

Completed Length of Service	Annual Vacation	Accrual Rate	
		Per Day Period	Maximum Accrual
10 through 14 yrs.	144 hrs. (12 days)	5.6 hrs.	432 hrs.
15 through 24 yrs.	192 hrs. (24 days)	7.4 hrs.	576 hrs.
25 or more years	200 hrs. (25 days)	7.7 hrs.	600 hrs.

Classified employees in SOC accounts 111, 112 and 141 working less than 40 hours a week earn vacation at the same rate as employees working on a 40-hour week basis, pro-rated for the time actually scheduled.

The amount of vacation that a classified employee may accumulate shall be limited to the amount earned in three years of service.

b. Unclassified Employees

Unclassified employees, including faculty with a 52-week appointment, are entitled to twenty-four (24) days of vacation per year accumulated at the rate of 7.4 hours per bi-weekly pay period. Vacation time may be used after one year of service. Accrued vacation may not exceed seventy-two (72) days.

Vacation time is not credited to Faculty with less than a 52-week appointment.

4 weeks + 4 days

E. CONTRACT TERMINATION (NON-RENEWAL) AND SUSPENSION OR DISMISSALCONTRACT TERMINATION (NON-RENEWAL)

It is the intent of Ohio University to provide reasonable procedures and policies with respect to the termination of contract status. As used herein, contract termination refers to decisions that have been made that preclude the renewal of a contract for the following fiscal year. This section does not apply in cases of Suspension or Dismissal as outlined in the next section, although the reason(s) for failure to renew a contract for the succeeding fiscal year may include one or more of the reason(s) specified in the next section.

The notice of termination shall include a written statement of the reason(s) for the decision that has been made. Except in the case of a termination based on the discontinuance of a position, such notice shall be forwarded no later than March 15 of the current fiscal contract year.

If the termination is based on the discontinuance of a position either for budgetary reasons or because the function is eliminated, the notice of termination shall include a written statement of the reason(s) for discontinuing the position. Such notice shall be forwarded no later than fifteen days following the final action by the Board of Trustees on the University's budget for the next fiscal year. The employment termination date will be effective ninety calendar days from the date of mailing, except in cases where an administrator has a contract for a period of less than twelve months.

The ninety day notice is intended to apply from date of notice to the beginning date of what would have been an administrator's expected contract period for the following fiscal year. For example, an administrator normally employed for twelve months would require notice by April 2 for termination on June 30. If the notice occurs after April 2, the University would continue payment of the administrator's present contract rate following June 30, of that year for whatever part of the ninety day notice period remained. An administrator normally employed for nine months (September 15 - June 15, for example) would require termination notice by June 17 to avoid continued employment and pay beyond September 15. In no case shall an administrator who is on less than a twelve-month contract receive payment for the period in which work is not normally performed by the administrator.

In all cases where the termination period extends into the following fiscal year and payment to the administrator is to be made after June 30, for services, a term contract shall be issued at the same rate of pay that the employee received during the year of termination. The terminated employee is still entitled to accumulated sick leave and/or vacation benefits. The terminated employee may elect to take his/her vacation during the 90 day period or be paid his/her vacation in a lump sum at the end of the 90 day period.



THE UNIVERSITY OF CINCINNATI PERSONNEL POLICIES AND PROCEDURES MANUAL

Area: GRIEVANCE
Subject: GRIEVANCE POLICY AND PROCEDURE
Sources: FOR UNCLASSIFIED EMPLOYEES
UNIVERSITY POLICY

Number: 3-23-01
Issued: AUG. 1980
Revised: SEPT. 1981
page 1 of 9

PURPOSE

TO PROVIDE A UNIFORM SET OF PROCEDURES APPLICABLE TO ALL UNCLASSIFIED EMPLOYEES SEEKING REDRESS FOR GRIEVANCES, WHO ARE NOT IN A BARGAINING UNIT OR WHO ARE NOT COVERED BY A SEPARATE GRIEVANCE PROCEDURE.

POLICY

- (A) THE FOLLOWING GRIEVANCE PROCEDURE IS THE INTERNAL ADMINISTRATIVE REMEDY AVAILABLE TO EMPLOYEES WHO SEEK REDRESS FOR GRIEVANCES ARISING FROM ANY ALLEGED VIOLATION OF UNIVERSITY POLICY, INCLUDING ALLEGED ACTS OF DISCRIMINATION.
 - (1) COMPLAINTS PERTAINING TO THE FOLLOWING ITEMS ARE NOT GRIEVABLE UNDER THIS PROCEDURE, UNLESS INCLUDED IN A COMPLAINT OF ALLEGED DISCRIMINATION:
 - (A) WAGES AND SALARIES
 - (B) PERFORMANCE EVALUATIONS
 - (C) TERMINATION DURING A STIPULATED PROBATIONARY PERIOD OF EMPLOYMENT.
 - (D) TERMINATION EXCEPT AS IT RELATES TO DENIAL OF DUE PROCESS RIGHTS AND PROCEDURES AS ESTABLISHED IN THE UNIVERSITY POLICIES AND PROCEDURES ON DISCIPLINE.
 - (E) DISAGREEMENTS IN THE INTERPRETATION OF ESTABLISHED UNIVERSITY PERSONNEL POLICIES AND/OR PROCEDURES. (THESE ITEMS SHOULD BE REFERRED TO UNIVERSITY PERSONNEL FOR RESOLUTION.)
 - (2) SINCE THE UNIVERSITY RECOGNIZES THE RIGHT OF EMPLOYEES TO EXPRESS THEIR GRIEVANCES AND TO SEEK REDRESS FOR THEM, ALL LEVELS OF MANAGEMENT ARE REQUIRED, TO THE BEST OF THEIR ABILITIES, TO INFORM THEIR EMPLOYEES ON ALL EMPLOYMENT MATTERS AND TO COUNSEL WITH THEM IN ORDER TO



THE UNIVERSITY OF CINCINNATI PERSONNEL POLICIES AND PROCEDURES MANUAL

Area: GRIEVANCE
Subject: GRIEVANCE POLICY AND PROCEDURE
FOR UNCLASSIFIED EMPLOYEES
Sources: UNIVERSITY POLICY

Number: 3-23-01
Issued: AUG. 1980
Revised: SEPT. 1981
page 2 of 9

RESOLVE INFORMALLY, IF POSSIBLE, ALL SUCH GRIEVANCES.

(B) GENERAL CONCEPTS AND DEFINITIONS

(1) CONFLICT OF INTEREST

AN ASSOCIATION BETWEEN A DECISION-MAKER OF THE GRIEVANCE PROCEDURE AND ONE OF ITS PARTIES WHICH COULD AFFECT THE IMPARTIALITY OF THE DECISION-MAKING PROCESS.

(2) DISCRIMINATION

ANY DIFFERENCE IN TREATMENT ACCORDED PERSONS OF THE SAME CLASS IDENTIFIED IN THE UNIVERSITY AFFIRMATIVE ACTION POLICY UNDER SAME OR SIMILAR CONDITIONS; HOWEVER, PROMOTION OR SALARY REMUNERATION BASED ON MERIT OR SENIORITY DOES NOT CONSTITUTE DISCRIMINATION.

(3) DUE PROCESS

MINIMALLY, 'DUE PROCESS' MEANS THE RIGHT TO BE HEARD, HOWEVER INFORMALLY, AND RECEIVE A TIMELY AND REASONED REPLY TO THE COMPLAINANT'S STATEMENT. DUE PROCESS ALSO INCLUDES OBSERVANCE OF THE MECHANICS OF THIS PROCEDURE AND OTHER RELEVANT UNIVERSITY POLICIES OR PROCEDURES AND RECOGNIZED APPLICABLE RIGHTS.

(4) EXTENSION OF TIME/FAILURE TO MEET DEADLINES

EXTENSIONS OF TIME MAY BE WORKED OUT BY MUTUAL AGREEMENT AT EACH STEP. IF THE COMPLAINANT DOES NOT ACT WITHIN THE TIME LIMITS PROVIDED, THE PROCEDURE STOPS. FAILURE ON THE PART OF THE RESPONSIBLE SUPERVISOR OR ADMINISTRATOR TO RESPOND WITHIN PRESCRIBED LIMITS AUTOMATICALLY MOVES THE CASE TO THE NEXT STEP UNLESS AN EXTENSION OF TIME HAS BEEN MUTUALLY AGREED UPON.

(5) PROBATIONARY PERIOD

AS DEFINED IN THE POLICIES AND PROCEDURES ON PROBATION.



THE UNIVERSITY OF CINCINNATI PERSONNEL POLICIES AND PROCEDURES MANUAL

Area: GRIEVANCE
Subject: GRIEVANCE POLICY AND PROCEDURE
Sources: FOR UNCLASSIFIED EMPLOYEES
UNIVERSITY POLICY

Number: 3-23-01
Issued: AUG. 1980
Revised: SEPT. 1981
page 3 of 9

(6) PRIVACY

THE SESSIONS OF A GRIEVANCE PROCEDURE SHALL NOT BE OPEN TO THE PUBLIC UNLESS OTHERWISE REQUESTED BY THE COMPLAINANT. ALL MATTERS SHALL BE TREATED CONFIDENTIALLY TO THE EXTENT REQUIRED AND PERMITTED BY LAW.

(7) REASONED REPLY

SINCE AN UNCONTESTED FINDING AT A LOWER STEP AS WELL AS ANY DECISION BY THE VICE PRESIDENT MAY SERVE AS PRECEDENT FOR FUTURE CASES, THE REASONS FOR THE FINDING MUST BE INCLUDED WITH ANY DECISION.

(8) RECORDS

AT ALL STEPS OF THE GRIEVANCE PROCEDURE ACCURATE RECORDS SHALL BE KEPT. A PERMANENT LOG OF ALL CASES INCLUDING DATES, PERSONS, AND GRIEVANCES INVOLVED AS WELL AS DISPOSITIONS OF THE CASES, WITH REASONS, SHALL BE KEPT BY UNIVERSITY PERSONNEL (EMPLOYEE AND LABOR RELATIONS) AND SHALL BE MADE AVAILABLE TO GRIEVANCE PANELS AND OTHER FACTFINDERS.

(9) REPRESENTATIVE

AT ANY STEP OF THE GRIEVANCE PROCEDURE, COMPLAINANTS MAY BE REPRESENTED OR ACCOMPANIED BY A REPRESENTATIVE OF THEIR CHOICE. COMPLAINANTS MUST NOTIFY THE EXECUTIVE DIRECTOR OF PERSONNEL IF THEY ARE TO BE REPRESENTED IN ORDER FOR THE EXECUTIVE DIRECTOR TO INFORM ALL PARTIES.

(10) SUBPOENA

FACTFINDERS (INCLUDING GRIEVANCE PANELS) AT ANY STEP SHALL HAVE THE RIGHT TO SUBPOENA WITNESSES AND/OR DOCUMENTARY EVIDENCE.

(11) SUSPENSION OF THE TIME LIMITATIONS

SUSPENSION OF THE TIME LIMITATIONS SHALL OCCUR WHENEVER THE MATTER IS BEFORE THE OMBUDSMAN FOR THE UNIVERSITY.



THE UNIVERSITY OF CINCINNATI PERSONNEL POLICIES AND PROCEDURES MANUAL

Area: GRIEVANCE
Subject: GRIEVANCE POLICY AND PROCEDURE
Sources: FOR UNCLASSIFIED EMPLOYEES
UNIVERSITY POLICY

Number: 3-23-01
Issued: AUG. 1980
Revised: SEPT. 1981
page 4 of 9

(12) TIME EQUALITY AND LIMITATIONS

AT ALL STEPS OF THE PROCEDURE, EQUAL TIME SHOULD BE GRANTED TO BOTH PARTIES; HOWEVER, REASONABLE TIME LIMITS FOR BOTH PARTIES MAY BE IMPOSED AT ANY STEP OF THE PROCEDURE.

(13) WITNESSES AND EVIDENCE

IN THE FIRST THREE STEPS OF THE GRIEVANCE PROCEDURE BOTH PARTIES SHALL HAVE THE RIGHT TO BRING DOCUMENTARY EVIDENCE, CALL WITNESSES, OR ASK THAT THEY BE CALLED.

(14) WRITTEN FORM

THE GRIEVANCE SHALL BE STATED IN WRITING, INCLUDING THE DATE OF THE GRIEVED ACTION AND OF THE FILING, THE GRIEVED FACTS, AND THE REQUESTED ACTION, WITHIN TEN DAYS OF THE GRIEVED ACTION; THE RECORDS OF ALL FOLLOWING PROCEDURES SHALL ALSO BE IN WRITING AND PROPERLY DATED; COPIES OF ALL MATERIALS SHALL GO TO ALL PARTIES INVOLVED AS WELL AS TO SUCH ADMINISTRATIVE LEVELS AS STATED IN THE PROCEDURES.

PROCEDURE

(A) MECHANICS OF THE GRIEVANCE PROCEDURE

- (1) THE EXECUTIVE DIRECTOR OF UNIVERSITY PERSONNEL SHALL APPOINT FROM THE EMPLOYEES INCLUDED UNDER THIS PROCEDURE A TWENTY-FOUR MEMBER POOL FROM WHICH THE MEMBERS OF THE INDIVIDUAL GRIEVANCE PANELS SHALL BE DRAWN. THE TWENTY-FOUR MEMBERS SHALL SERVE STAGGERED TERMS OF THREE YEARS EACH.
- (2) THE FIVE-PERSON PANEL TO CONDUCT A GRIEVANCE SHALL BE SELECTED BY THE VICE PRESIDENT IN CONSULTATION WITH THE EXECUTIVE DIRECTOR OF UNIVERSITY PERSONNEL OR OTHER DESIGNATED OFFICER. THE MEMBERS OF THE PANEL SHALL BE CHOSEN IN ORDER TO FACILITATE A BALANCED EVALUATION OF THE CASE TO BE HEARD.



THE UNIVERSITY OF CINCINNATI PERSONNEL POLICIES AND PROCEDURES MANUAL

Area: GRIEVANCE
Subject: GRIEVANCE POLICY AND PROCEDURE
Sources: FOR UNCLASSIFIED EMPLOYEES
UNIVERSITY POLICY

Number: 3-23-01
Issued: AUG. 1980
Revised: SEPT. 1981
page 5 of 9

- (3) THE EXECUTIVE DIRECTOR OF UNIVERSITY PERSONNEL OR DESIGNEE SHALL CONVENE THE MEMBERS OF THE PANEL WITHIN THREE WORKING DAYS OF THEIR APPOINTMENT AND INSTRUCT THEM IN DETAIL OF THE GRIEVANCE PROCEDURE. AT THE OPTION OF THE PANEL, THE DIRECTOR OR ANOTHER PARTY OF THE PANEL'S CHOOSING MAY SERVE AS A NON-VOTING RESOURCE PERSON TO THE PANEL WITHOUT BEING PERMITTED TO VOICE OPINIONS ON THE GRIEVANCE MATTER.
- (4) THE VICE PRESIDENT IN CONSULTATION WITH THE EXECUTIVE DIRECTOR OF UNIVERSITY PERSONNEL OR DESIGNEE SHALL SELECT A CHAIRPERSON FROM THE FIVE-MEMBER PANEL. THE CHAIRPERSON SHALL BE A VOTING MEMBER OF THE PANEL. BOTH PARTIES TO THE GRIEVANCE HAVE THE RIGHT TO CHALLENGE PANEL MEMBERS.
- (5) ANYTIME AFTER A FORMAL GRIEVANCE IS FILED, BUT NO LATER THAN TEN WORKING DAYS PRIOR TO THE HEARING, THE COMPLAINANT, UPON REQUEST, SHALL BE PROVIDED SUCH ACCESS TO HIS OR HER PERSONNEL FILES IN ORDER TO ALLOW HIM OR HER TO PREPARE THE CASE.
- (6) ALL PARTIES MAY REQUIRE UNIVERSITY EMPLOYEES TO SERVE AS WITNESSES; HOWEVER, IN CLEAR CASES OF HARASSMENT BY THE COMPLAINANT, A FEE OF TWENTY-FIVE DOLLARS PER PERSON-DAY TO COMPENSATE FOR LOST PRODUCTIVITY MAY BE IMPOSED ON THE COMPLAINANT AFTER THE SECOND DAY OF A HEARING BY THE APPROPRIATE VICE PRESIDENT OR PRESIDENT, AT THE RECOMMENDATION OF THE PANEL.
- (7) ALL PARTIES TO THE GRIEVANCE ARE EXPECTED TO BE IN ATTENDANCE AT ALL HEARINGS AND AVAILABLE FOR QUESTIONING BY THE PANEL.
- (8) IN MATTERS CONCERNING DISCRIMINATION, DISCIPLINE AND TERMINATION, THE UNIVERSITY CARRIES THE BURDEN OF PROOF, WHILE IN MATTERS CONCERNING CONTRACT INTERPRETATION THE GRIEVANT CARRIES THE BURDEN OF PROOF.



THE UNIVERSITY OF CINCINNATI PERSONNEL POLICIES AND PROCEDURES MANUAL

Area: GRIEVANCE
Subject: GRIEVANCE POLICY AND PROCEDURE
Sources: FOR UNCLASSIFIED EMPLOYEES
UNIVERSITY POLICY

Number: 3-23-01
Issued: AUG. 1980
Revised: SEPT. 1981
page 6 of 9

(9) THE COMPLAINANT SHALL PROCEED FIRST IN THE PRESENTATION OF EVIDENCE.

(10) MANAGERIAL ACTS AND DECISIONS NOT COVERED BY A SPECIFIC UNIVERSITY RULE OR POLICY ARE SOLELY WITHIN THE DISCRETION OF THE MANAGER. THE PANEL AT STEP III MAY NOT SUBSTITUTE ITS JUDGMENT FOR THAT OF THE MANAGER UNLESS SUCH ACT OR DECISION IS SPECIFICALLY MADE GRIEVABLE BY UNIVERSITY RULE.

(11) SUCH COSTS AS DUPLICATING RECORDS AND FILES, MAKING COMPUTER RUNS OR OTHER DATA ANALYSES AS REQUESTED BY THE COMPLAINANT WILL BE EQUALLY APPORTIONED BETWEEN THE PARTIES WHERE THE UNIVERSITY PREVAILS. WHERE THE COMPLAINANT PREVAILS, THE UNIVERSITY WILL PAY ALL DIRECT COSTS MENTIONED ABOVE. AWARDS TO THE COMPLAINANT OF REASONABLE ATTORNEY'S FEES IN CASES OF VIOLATION OF CONSTITUTIONAL RIGHTS OR ARBITRARY AND/OR CLEARLY ERRONEOUS JUDGMENT IN THE GRIEVED PERSONNEL MATTER ARE SUBJECT TO BINDING ARBITRATION.

(B) STEPS IN THE GRIEVANCE PROCEDURE

PROCEDURE

RESPONSIBILITY:

ACTION:

(1) STEP ONE:

COMPLAINANT

WITHIN TEN WORKING DAYS FROM REASONABLE KNOWLEDGE OF THE GRIEVED ACTION OR PROBLEM, COMPLAINANT MAY PRESENT THE FACTS IN WRITING TO HIS OR HER SUPERVISOR AND SHOULD STATE THAT THE GRIEVANCE PROCEDURE IS BEING INSTITUTED. THE COMPLAINANT SHALL SEND A COPY OF THE GRIEVANCE TO UNIVERSITY PERSONNEL.



THE UNIVERSITY OF CINCINNATI PERSONNEL POLICIES AND PROCEDURES MANUAL

Area: GRIEVANCE
Subject: GRIEVANCE POLICY AND PROCEDURE
FOR UNCLASSIFIED EMPLOYEES
Sources: UNIVERSITY POLICY

Number: 3-23-01
Issued: AUG. 1980
Revised: SEPT. 1981
page 7 of 9

SUPERVISOR

THE SUPERVISOR SHALL, WITHIN FIVE WORKING DAYS FROM RECEIPT OF THE WRITTEN GRIEVANCE, DETERMINE THE RELEVANT FACTS, AND SHALL REPLY, IN WRITING, TO ALL PARTIES AND TO UNIVERSITY PERSONNEL.

(2) STEP TWO:

COMPLAINANT

THE COMPLAINANT MAY SUBMIT, WITHIN THREE WORKING DAYS OF COMPLETION OF STEP ONE, THE GRIEVANCE AND THE RESULTING DECISION TO THE ADMINISTRATIVE UNIT HEAD FOR CONSIDERATION. THE COMPLAINANT SHALL ALSO NOTIFY UNIVERSITY PERSONNEL, IN WRITING, THAT THE NEXT STEP IS BEING INSTITUTED.

ADMINISTRATIVE UNIT HEAD

THE ADMINISTRATIVE UNIT HEAD SHALL, WITHIN FIVE WORKING DAYS FROM THE RECEIPT OF THE WRITTEN GRIEVANCE, DETERMINE THE RELEVANT FACTS AND REPLY, IN WRITING, TO ALL PARTIES AND TO THE SUPERVISOR AND UNIVERSITY PERSONNEL.

(3) STEP THREE:

COMPLAINANT

THE COMPLAINANT MAY MAKE A WRITTEN REQUEST, WITHIN THREE WORKING DAYS OF COMPLETION OF STEP TWO, TO THE APPROPRIATE VICE PRESIDENT FOR A HEARING TO RESOLVE THE GRIEVANCE.

VICE PRESIDENT OR DESIGNEE

THE VICE PRESIDENT OR DESIGNEE SHALL MEET, WITHIN FIVE WORKING DAYS OF RECEIPT OF THE REQUEST, WITH ALL PARTIES IN ORDER TO RESOLVE THE PROBLEM.



THE UNIVERSITY OF CINCINNATI PERSONNEL POLICIES AND PROCEDURES MANUAL

Area: GRIEVANCE
Subject: GRIEVANCE POLICY AND PROCEDURE
Sources: FOR UNCLASSIFIED EMPLOYEES
UNIVERSITY POLICY

Number: 3-23-01
Issued: AUG. 1980
Revised: SEPT. 1981
page 8 of 9

IF THE CONFERENCE DOES NOT RESULT IN RESOLUTION OF THE GRIEVANCE, THE VICE PRESIDENT OR DESIGNEE SHALL SELECT, WITHIN THREE WORKING DAYS OF THE CONFERENCE, FIVE MEMBERS FROM THE POOL TO SERVE AS A HEARING PANEL AND NOTIFY ALL PARTIES AND UNIVERSITY PERSONNEL OF THE MEMBERSHIP ON THE HEARING PANEL.

ALL PARTIES TO
THE GRIEVANCE

ANY PARTY MAY CHALLENGE PANEL MEMBERS WITHIN THREE WORKING DAYS OF NOTIFICATION OF THE SELECTION OF THE PANEL.

VICE PRESIDENT
OR DESIGNEE

THE VICE PRESIDENT OR DESIGNEE SHALL REPLACE ANY CHALLENGED PANEL MEMBERS, IN CONSULTATION WITH UNIVERSITY PERSONNEL.

HEARING PANEL

THE HEARING PANEL HEARS THE CASE, INCLUDING TESTIMONY BY ALL PARTIES AND THEIR WITNESSES. IN ADDITION, THE HEARING PANEL EXAMINES ANY EVIDENCE, EXHIBITS AND DOCUMENTS PROVIDED.

THE HEARING PANEL SHALL SUBMIT IN WRITING, WITHIN TEN WORKING DAYS OF THE CLOSE OF THE HEARING, ITS RECOMMENDATIONS TO ALL PARTIES, TO THE VICE PRESIDENT AND TO UNIVERSITY PERSONNEL.

VICE PRESIDENT

THE VICE PRESIDENT SHALL SUBMIT IN WRITING, WITHIN FIVE WORKING DAYS OF RECEIPT OF THE RECOMMENDATION, THE DETERMINATION IN THE CASE TO ALL PARTIES AND TO UNIVERSITY PERSONNEL.



THE UNIVERSITY OF CINCINNATI PERSONNEL POLICIES AND PROCEDURES MANUAL

Area: GRIEVANCE
Subject: GRIEVANCE POLICY AND PROCEDURE
Sources: FOR UNCLASSIFIED EMPLOYEES
UNIVERSITY POLICY

Number: 3-23-01
Issued: AUG. 1980
Revised: SEPT. 1981
page 9 of 9

(4) STEP FOUR:

ONLY IF PROCEDURAL ERRORS OR OMISSIONS HAVE OCCURRED WHICH COULD MATERIALLY AFFECT THE OUTCOME OF THE GRIEVANCE OF IF THE ORIGINAL GRIEVANCE WAS LODGED AGAINST A VICE PRESIDENT SHALL THE OFFICE OF THE PRESIDENT BECOME DIRECTLY INVOLVED IN THE GRIEVANCE PROCESS.

COMPLAINANT

THE COMPLAINANT MAY SUBMIT IN WRITING, WITHIN FIVE WORKING DAYS OF THE COMPLETION OF STEP THREE, THE STATEMENT OF ERRORS OR OMISSIONS TO THE PRESIDENT AND TO UNIVERSITY PERSONNEL.

PRESIDENT OR DESIGNEE

THE PRESIDENT OR DESIGNEE SHALL REVIEW THE STATEMENT, WITHIN FIVE WORKING DAYS OF ITS RECEIPT AND SHALL DETERMINE WHETHER THE CASE SHOULD BE PURSUED. THE PRESIDENT OR DESIGNEE SHALL INFORM ALL PARTIES OF THIS DECISION IN WRITING.

IF IT IS DETERMINED TO PURSUE THE MATTER, THE PRESIDENT OR DESIGNEE SHALL CONDUCT INTERVIEWS, SOLICIT INFORMATION OR HOLD HEARINGS AS DEEMED NECESSARY.

AFTER THIS REVIEW THE PRESIDENT SHALL RENDER, IN WRITING, A FINAL DETERMINATION TO ALL PARTIES AND TO UNIVERSITY PERSONNEL. THIS FINAL DETERMINATION SHALL INCLUDE STATEMENTS OF THE REASONS FOR THE FINDING.

similar position. Returning employees shall be entitled to other rights provided by relevant state and federal statutes and regulations. A person employed as a temporary replacement for an employee on military leave shall be employed with the understanding that such employment is temporary.

Employees qualifying for military leave under either of the provisions of this policy shall submit a copy of written military orders to the University at the earliest possible time.

The provisions of this policy shall not apply to employees covered by negotiated agreements on the matter of military leave.

Section 11. Jury Duty

Full-service employees shall be granted court or jury duty leave during normal work hours without loss in compensation. All compensation received from court or jury duty shall be deposited with the University's Bursar's Office; however, fees earned during such duty on an employee's day off do not have to be remitted to the University.

An employee shall be expected to return to his work assignment if he is temporarily excused from court or jury duty service.

Section 12. Employee Records

Each department or unit within the University shall be responsible for the establishment and maintenance of such records as are necessary for its normal operation pursuant to the provisions contained within the policy ratified on April 26, 1975, by the Youngstown State University Board of Trustees' Resolution 1975-35. (See Appendix B)

Section 13. Appeals Procedure for Continuity of Employment

- 13.1 Definition:** Continuity of Employment is the right of Professional/Administrative staff to continued employment at the University, subject to the due process provisions of this policy. Continuity of Employment is granted to Professional/Administrative staff following completion of five complete contract years of service, reappointment for the sixth contract year, and notification in writing by the President of the University that Continuity of Employment has been granted. Professional/Administrative staff who have served at the University as members of the full-service faculty immediately prior to being appointed to the Professional/Administrative staff will receive credit for such service (up to a maximum of three years) toward the achievement of Continuity of Employment as Professional/Administrative staff. Professional/Administrative staff will receive credit for such service (up to a maximum of three years) if such service was in a position to which the individual has been appointed; the President of the University shall make this determination in each case. Continuity of Employment creates no vested rights in any specific position, title, or salary. Persons holding Continuity of Employment may be removed for just

cause (which includes but is not limited to incompetence, dishonesty, and insubordination) or due to program curtailment or financial exigency.

13.2 Notification and Procedure (Probationary): If the Department head or other administrative superior recommends that a probationary Professional/Administrative staff member's contract not be renewed for the following year, the individual shall be informed of the recommendation, in writing, no later than three months prior to the effective date of recommended termination if the individual has served less than one complete contract year, and no later than six months prior to the effective date of recommended termination if the individual has served more than one complete contract year. A probationary staff member whose non-renewal is recommended may, within thirty calendar days after receipt of notification, submit a written appeal for a review to the President of the University. If the staff member has served less than three complete years at the University, the President shall review the appeal, shall make a final disposition of the appeal, and shall notify the staff member of the disposition within thirty calendar days after receipt of the appeal. If the probationary staff member has served three complete years or longer at the University, the President shall appoint an ad hoc committee to review the recommendation and the appeal, and to submit a report to the President within thirty calendar days; the committee's review and report shall be limited to whether the staff member was informed of the recommendation in a timely fashion and whether there is any evidence that the recommendation did not rest wholly upon considerations related to job performance. The President shall review the report, shall make a final disposition of the appeal within thirty calendar days of receipt of the report. The staff member shall receive a copy of the report.

13.3 Notification and Procedure (Non-Probationary): If the Department head or other administrative superior recommends the non-renewal of a Professional/Administrative employee with Continuity of Employment, the individual shall be informed of the recommendation no later than six months prior to the effective date of recommended termination of employment. Notification shall include a statement of reasons for the recommended non-renewal of employment. If the reasons relate to program curtailment or financial exigency, the individual shall be informed that non-renewal is not related to the quality of the individual's performance, and the University shall make a reasonable effort to assist the individual to relocate in another position. If the reasons relate to just cause, the individual may, within thirty calendar days after receipt of written notification, submit an appeal for a review to the President of the University. The President shall, upon receipt of the appeal, appoint a panel of three members to review the appeal, and to consult with the

educational functions of the University.

The appropriate University officers, when unable to deal effectively with the incidents of misconduct specified above, or any violation of municipal, state, or federal law occurring on the campus, are hereby authorized to seek the assistance of other appropriate law enforcement officers.

Section 16. Regulations Governing Political Activities by University Employees

Informed political participation is a necessary element in our democratic process; however, the Board of Trustees is obligated to ensure that the public funds are not spent for any private or partisan purposes. Therefore, the following regulations shall apply to all unclassified employees of Youngstown State University.

- 16.1 *Campus Mail:*** Political literature will be distributed through campus mail only if it is received from the United States postal agencies.
- 16.2 *Endorsement of Political Candidates:*** Individuals and groups are free to express political opinions in the form of endorsement of candidates; such endorsement shall not imply official University sanction or action.
- 16.3 *Political Office for Unclassified Employees:*** Unclassified University employees are free to run for, and hold, an elected office insofar as such commitment does not infringe upon fulfillment of their responsibilities as employees of the University. In the event an unclassified civil service employee is elected to an office which, in the judgment of the President, prevents him from devoting a proper and judicious part of his workweek to his responsibilities, said employee will be required to take a leave of absence without pay for the duration of his term.

Section 17. Earned and Courtesy Rank for Professional and Administrative Personnel

- 17.1** Some current Professional Administrative personnel at the University are former members of the University's regular teaching faculty, and current members of the regular teaching faculty are eligible for appointment to professional administrative positions. This policy defines the rights to earned faculty rank and tenure held by current administrative staff who are former faculty members, by current faculty who accept appointments to administrative positions, and by new administrative staff members who are recruited from outside the University.

Administrative Staff Handbook
Reviewed by Ruth Meacham
of Marshall & Melhorn

Page 8.1

Under "B. Non-Renewal of Contract"

Ms. Meacham strongly urges us to remove the statement: "For example, in the case of non-renewal because of performance, appropriate written documentation should include copies of past performance evaluations, where available." She feels this restriction puts too much of a burden on the University to defend non-renewal, especially when performance evaluations are usually very positive.

Page 8.1

Under "C. Termination for Cause"

Ms. Meacham feels we should remove the words "significant" and "gross" from items 3 and 5 respectively. These words are hard to define; and, therefore, hard to defend. She also feels that the word "documented" in items 3, 4, and 5 is unnecessary.

Page 8.2

Under "D. Suspension"

Ms. Meacham asked me to explain why there are two different kinds of suspension; she agreed that the distinction was a good idea.

Page 9

Under "E. Release"

The words "bona fide" in the third paragraph are not necessary. Also, the last paragraph should be reworded - continuation, not release, is contingent upon the availability of grant funds. A way of rewording this to be parallel with the other two situations is: "In the case of release of persons funded by external grants, the staff member will be given advance notice if possible; continued employment is contingent upon the availability of said grant funds."

Page 9.1

Under "Evaluation Procedure"

Ms. Meacham feels the term "including support of human rights" should be deleted from item 3. It is understood as a part of interpersonal relationships; it is a vague term, hard to measure and evaluate.

Page 10

Under "Policy for Administrative Staff in Grant or Externally Funded Positions"

Ms. Meacham feels that this policy is appropriate. She further recommends that the contract for employment specify a grant-funded position, so the employee is aware of the funding status for the position. In lieu of a notation on the contract form this year, we should have grant-funded employees sign a statement indicating that they are aware of the funding for the position.

Pages 11-16

Under "Grievance and Hearing Procedures"

Ms. Meacham feels that there is too much detail and procedure in this section. She feels that the hearing process should be fact-finding and not allow for formal representation or cross-examination.

Ms. Meacham believes that the provisions for non-renewal of contract should not be grievable. A "contract" person, by definition, enters into employment for an agreed upon period of time (term of the contract). The contract provides for employment for whatever period is noted on the contract. If non-renewal of contract is a grievable condition, then the employment relationships may be perceived to be perpetual. Such a provision would exceed the coverage already provided by the contract.

Notes prepared by Susan Caldwell per phone call with Ruth Meacham of Marshall and Melhorn.

5-20-86

Administrative Staff Council

Personnel Welfare Committee

18 May 1986

The Administrative Executive Council rejected the document developed by the Administrative Staff Council's Personnel Welfare and Drs. Eakin and Edmunds. A meeting was called of the Personnel Welfare Committee and the Administrative Staff Council Executive Committee. Those in attendance were: DeCrane, Sharp, Yon, Darrow, Stickler, and Fitzgerald.

Those present agreed to put forth the suggestion that a compromise be presented: The Administrative Staff would agree to leaving in the following on page 8.1, C 5 of the Administrative Staff Handbook: "DOCUMENTED GROSS FAILURE TO COMPLY WITH THE CODE OF STANDARDS AND RESPONSIBILITIES FOR ADMINISTRATORS (SEE PAGE 1)." if the wording on page 11. I. A. of the same document would be changed to read: "THE DECISION NOT TO CONTINUE THE CONTRACT OF AN ADMINISTRATIVE STAFF MEMBER IS NOT GRIEVABLE IN THE FIRST THREE YEARS OF EMPLOYMENT, AND, THEREFORE, NOT SUBJECT TO THIS PROCEDURE."

DeCrane agreed to write up that suggestion, along with Administrative Staff concerns with achieving the fairest document possible for both the employer and employee. It was further stressed that most of us serve both roles, that of supervisor and that of employee, and we are sensitive to both needs.

DeCrane was told that the revision would be submitted to legal counsel and then back to Administrative Executive Council.

* * * *

POSTDATE: Administrative Staff Council was informed that legal counsel rejected the revision. The next Administrative Staff Council meeting is June 5. At that time, members will be asked to accept the "Contract Information" portion of the Administrative Staff Handbook, (p. 8, 8.1, 9) as revised or reject it as is and let the old policy stand for the next year. The Administration is very anxious to have the changes and the Administrative Staff Council has worked diligently to develop a reasonable and fair policy. The Personnel Welfare Committee advises the Administrative Staff Council to reject the revised policy.

Attachment

Susan Hauenport Darrow

*management
negotiation*

*grieve after
of years* 30

CONTRACT INFORMATION

A RECORD OF CHANGES IN AN EMPLOYEE'S CONTRACT STATUS WILL BE MAINTAINED IN THE EMPLOYEE'S PERSONNEL FILE LOCATED IN THE ADMINISTRATIVE STAFF PERSONNEL SERVICES OFFICE.

Appointment Information APPOINTMENT OF ADMINISTRATIVE STAFF

~~Administrative staff members shall be advised in writing at the time of initial appointment of the primary responsibility of the position including title, salary, and pay period.~~

AT THE TIME OF INITIAL APPOINTMENT, THE ADMINISTRATIVE STAFF MEMBER SHALL RECEIVE FROM THE CONTRACTING OFFICER A CONTRACT AND A LETTER OF APPOINTMENT WHICH SHALL INCLUDE THE JOB DESCRIPTION AND OTHER TERMS OF EMPLOYMENT SUCH AS TITLE, SALARY, AND PAY PERIODS.

Obligation to the University

~~An administrative staff member may not accept employment from outside the University that will adversely affect fulfillment of the responsibilities and duties of the assigned position/title.~~

Continuance/Termination/Release

A. Continuance CONTINUANCE OF CONTRACT

Appointments to full-time administrative staff positions will be subject to renewal or non-renewal annually, on a fiscal year basis. It is assumed that a full-time administrative staff member will receive successive annual contracts unless:

1. The contract states the contrary.
2. The University has made the decision not to ~~continue employment~~ RENEW THE CONTRACT SEE NON-RENEWAL OF CONTRACT, BELOW) and has given timely WRITTEN notification TO THE ADMINISTRATIVE STAFF MEMBER as follows:
 - a. not later than March 1 of the first, second and third years of contract service if appointment is to expire at the end of one of those fiscal years.
 - b. not later than January 1 of any subsequent fiscal year of contract service.

~~Recommendations for non-renewal (which will include supportive information) will be made to the appropriate supervisor whether President, appropriate Vice President or Dean by area heads.~~

NOTE: FOR ADMINISTRATIVE STAFF MEMBERS WHOSE CONTRACTS DO NOT BEGIN ON JULY 1, THE ABOVE DATES WILL BE ADJUSTED TO FOUR MONTHS PRIOR TO THE END OF THE CONTRACT FOR PERSONS IN FIRST, SECOND AND THIRD YEARS AND TO SIX MONTHS PRIOR TO THE END OF THE CONTRACT FOR PERSONS IN SUBSEQUENT CONTRACT YEARS OF SERVICE.

1.2
3:30
Pres.

urgent
personnel
not to keep
no comment

2844
352-0716 31

B. NON-RENEWAL OF CONTRACT

RECOMMENDATION FOR NON-RENEWAL SHALL BE MADE IN WRITING TO THE CONTRACTING OFFICER AND SHALL INCLUDE SUPPORTING WRITTEN DOCUMENTATION. *Appropriate*

For example: IN THE CASE OF NON-RENEWAL BECAUSE OF PERFORMANCE, THE WRITTEN DOCUMENTATION SHALL ^{include} INCLUDE COPIES OF PAST PERFORMANCE EVALUATIONS, ~~UNLESS UNAVAILABLE. IN THE CASE OF FIRST YEAR EMPLOYEES.~~ *check*

Delate IN THE CASE OF NON-RENEWAL BECAUSE OF REORGANIZATION, THE WRITTEN DOCUMENTATION SHALL INCLUDE DETAILS AND RATIONALE OF THE REORGANIZATION, INCLUDING ANY REASSIGNMENT TO EXISTING STAFF OF DUTIES PREVIOUSLY ASSIGNED TO THE NON-RENEWED EMPLOYEE. *Appropriate*

C. ~~Termination~~ TERMINATION OF CONTRACT

Termination of the appointment and contract before the end of any contracted term of service shall be referred to as "Termination for Cause" ~~or "Release."~~ AN ADMINISTRATIVE STAFF MEMBER MAY BE TERMINATED FOR CAUSE DURING THE CONTRACT YEAR FOR THE FOLLOWING REASONS:

~~1. Termination for Cause~~

~~a. An administrative staff member may be terminated for cause during the contract year for the following reasons:~~

- ~~i) 1. conviction of a felony;~~
- ~~ii) 2. if credentials are proved to be fraudulent; PROOF OF FRAUDULENT CREDENTIALS~~
- ~~iii) 3. DOCUMENTED SIGNIFICANT failure to perform duties and services (as identified in the appointed position or title and/or as may be assigned or changed) to the satisfaction of the staff member's immediate supervisor.~~
4. DOCUMENTED FAILURE TO ACCEPT REASONABLE CHANGES IN THE JOB DESCRIPTION AS REQUIRED BY EVOLVING TECHNOLOGY OR BY CHANGES IN UNIVERSITY ORGANIZATION, PRIORITIES, OR RESOURCES.
5. DOCUMENTED GROSS FAILURE TO COMPLY WITH THE CODE OF STANDARDS AND RESPONSIBILITIES FOR ADMINISTRATORS (SEE PAGE 1).

RECOMMENDATIONS FOR TERMINATION SHALL ORIGINATE WITH THE IMMEDIATE SUPERVISOR AND SHALL BE SENT TO THE CONTRACTING OFFICER VIA APPROPRIATE AREA OR DEPARTMENT HEADS. IF THE IMMEDIATE SUPERVISOR IS A CONTRACTING OFFICER, THE RECOMMENDATION IS SENT TO THE AREA VICE PRESIDENT OR TO THE PRESIDENT, WHICHEVER IS APPROPRIATE. THE FINAL DECISION TO TERMINATE AN ADMINISTRATIVE STAFF MEMBER IMMEDIATELY IS MADE BY THE CONTRACTING OFFICER (OR BY THE VICE PRESIDENT OR PRESIDENT IF THE CONTRACTING OFFICER IS THE IMMEDIATE SUPERVISOR). THE OFFICE OF ADMINISTRATIVE STAFF PERSONNEL SERVICES SHALL BE ADVISED OF RECOMMENDATIONS AND DECISIONS CONCERNING TERMINATION. IN THE EVENT OF TERMINATION, THE STAFF MEMBER SHALL RECEIVE 10 WORKING DAYS PAY UPON DISMISSAL.

7/86

D. SUSPENSION

THERE ARE TWO TYPES OF SUSPENSION. THE FIRST TYPE OF SUSPENSION IS AN INTERIM STEP TOWARD TERMINATION. THE SECOND TYPE OF SUSPENSION IS DISCIPLINARY SUSPENSION. UPON THE RECOMMENDATION OF THE SUPERVISOR, THE CONTRACTING OFFICER MAY SUSPEND EXCEPT WHERE THE SUPERVISOR IS THE CONTRACTING OFFICER IN WHICH CASE THE DECISION SHALL BE MADE BY THE AREA VICE PRESIDENT OR THE PRESIDENT WHICHEVER IS APPROPRIATE.

1. SUSPENSION AS INTERIM STEP TO TERMINATION

SUSPENSION CAN BE INVOKED DURING THE PERIOD IN WHICH AN EMPLOYEE IS BEING CONSIDERED FOR TERMINATION. SUSPENSION AS AN INTERIM STEP TOWARD TERMINATION WILL INCLUDE

- 10 WORKING DAYS PAY AND PAY FOR UNUSED VACATION;
- AN OPPORTUNITY FOR THE SUSPENDED EMPLOYEE TO CONTINUE UNIVERSITY HEALTH CARE INSURANCE, AT THE EMPLOYEE'S EXPENSE FROM THE FIRST DAY OF THE MONTH FOLLOWING THE DATE OF THE SUSPENSION THROUGH THE RESOLUTION OF THE SUSPENSION.

ALL PAY AND BENEFITS WILL BE ACCRUED AND HELD IN ESCROW BY THE UNIVERSITY UNTIL THE TERMINATION ISSUE IS RESOLVED. IN THE EVENT THE SUSPENSION IS RESOLVED TO THE STAFF MEMBER'S FAVOR, THE STAFF MEMBER SHALL BE ENTITLED TO FULL BACK PAY AND BENEFITS, INCLUDING RESTORATION OF VACATION DAYS, AND RECORDS OF THE SUSPENSION SHALL BE REMOVED FROM THE EMPLOYEE'S FILES.

2. DISCIPLINARY SUSPENSION

SUSPENSION UP TO 30 CALENDAR DAYS MAY BE USED AS A DISCIPLINARY PROCEDURE EITHER IN LIEU OF TERMINATION OR AS A MEANS OF DEALING WITH LESS SERIOUS OR TEMPORARY PROBLEMS. SUCH SUSPENSION SHALL BE WITHOUT PAY. VACATION CANNOT BE USED NOR EARNED. ALL OTHER BENEFITS WILL CONTINUE AS USUAL.

~~2. Dismissal or Suspension~~

~~Recommendations for termination for cause noted above shall be sent to the President or appropriate Vice President with appropriate documentation. After a decision for dismissal or suspension is made, written notice shall be given to the staff member involved stating all provisions relating to that notice. The President or appropriate Vice President may dismiss or suspend the staff member immediately. In the event of a dismissal or suspension, the staff member shall be continued on the payroll for fourteen (14) calendar days following the date of dismissal or suspension. The President or appropriate Vice President may continue the staff member on suspended status with pay through temporary assignment to other job responsibilities until the suspension is resolved. In the event the dismissal or suspension is resolved in the staff member's favor, the staff member shall be entitled to full back pay and benefits if the staff member had been dismissed or suspended without pay.~~

7/85 7/86

E. Release

Release may be ~~affected~~ EFFECTED in THE case of financial exigency, or bona fide discontinuance of a program or departmental/divisional area, and ~~the staff member concerned will be given a minimum of three months written notice; except for the release of persons funded by external grants which shall be contingent upon the availability of said grant funds.~~

~~A notice for termination for cause or release is not affected by Section A (Continuance).~~

- IN THE CASE OF RELEASE BECAUSE OF FINANCIAL EXIGENCY, THE STAFF MEMBER CONCERNED WILL BE GIVEN A MINIMUM OF THREE MONTHS NOTICE.
- IN THE CASE OF RELEASE BECAUSE OF BONA FIDE DISCONTINUANCE OF A PROGRAM OR DEPARTMENTAL/DIVISIONAL AREA, THE STAFF MEMBER IN THE FIRST THREE YEARS OF EMPLOYMENT WILL BE GIVEN A MINIMUM OF FOUR MONTHS NOTICE; THE STAFF MEMBER WITH MORE THAN THREE YEARS OF EMPLOYMENT WILL BE GIVEN A MINIMUM OF SIX MONTHS NOTICE.
- THE RELEASE OF PERSONS FUNDED BY EXTERNAL GRANTS SHALL BE CONTINGENT UPON THE AVAILABILITY OF SAID GRANT FUNDS.

7/85 7/86

who might be helpful in establishing the facts of the case. In all instances, the administrative staff member or anyone providing information on behalf of that person will be assured that no reprisal will occur at any stage as a result of the complaint.

If the complainant is not satisfied with the results of the investigation by the Office of Affirmative Action, a request for a grievance hearing may be made. In the event that the complainant is not satisfied with the results of the hearing, an appeal may be made to the President of the University. The decision of the President is final.

For specific information regarding the University's affirmative action grievance procedures, you may contact the Office of Affirmative Action or refer to Bowling Green State University's Affirmative Action Plan.

GRIEVANCE AND HEARING PROCEDURES

I. Grievance Procedure

A. Purpose

The purpose of the grievance procedure is to ensure the prompt resolution of complaints by administrative staff members regarding the terms and conditions of employment, salary, benefits, or other job-related concerns. ~~The decision not to continue the contract of an administrative staff member is not grievable, and, therefore, not subject to this procedure.~~

Complaints dealing with alleged discrimination will be processed according to the provisions of the University's affirmative action plan.

in the first 3 years of employment

B. Area review committee

The President (or designee) and each vice president will establish a three-member committee to assist in resolving grievances within the vice-presidential area. Committee members will serve for three years except initial appointments which will be staggered one, two, and three years.

The President (or designee) and each vice president will be responsible for establishing procedures for appointing a chair and for designating the time period for serving in this capacity.

C. Initial review and transmittal of grievance

When a complaint arises, the administrative staff member should first attempt to resolve the issue with the immediate supervisor. Efforts in this direction should be documented. If the grievance is not resolved to the staff member's satisfaction, that person may present the

Non-Renewal and Grievance

Ohio Revised Code
Civil Service Laws
Chapter 124.11 (A)

(A) The classified service shall comprise the following positions, which shall not be included in the classified service, and which shall be exempt from all examinations required by this chapter.

Ohio Revised Code
Civil Service Laws
Chapter 124.11 (A)(7)(a)

(A)(7)(a) All presidents, business managers, administrative officers, superintendents, assistant superintendents, principals, deans, assistant deans, instructors, teachers, and such employees as are engaged in educational or research duties connected with the public school system, colleges, and universities, as determined by the governing body of said public school system, colleges, and universities;

Ohio Administrative Code
Administrative Rules of the Department of the Director of Administrative Services
Chapter 123:1-47-01 (A)(82)

(A)(82) "Unclassified service"--Means all offices and positions which are exempt from all examinations and which provide no tenure under the law are unclassified. Appointment to a position in the unclassified service may be made at the discretion of the appointing authority and the incumbent may be removed, suspended or reduced from the position at the pleasure of the same authority.

"Employment at Will"

CONTRACT INFORMATION

Appointment Information

At the time of initial appointment, the administrative staff member shall receive from the contracting officer a contract and a letter of appointment which shall include the job description and other terms of employment such as title, salary, and pay periods.

A record of changes in an employee's contract status will be maintained in the employee's personnel file located in the Administrative Staff Personnel Office.

A. Renewal of Contract

Appointments to full-time administrative staff positions will be subject to renewal or non-renewal annually, on a fiscal year basis. It is assumed that a full-time administrative staff member will receive successive annual contracts unless:

1. The contract states the contrary.
2. The University has made the decision not to renew the contract (see NON-RENEWAL OF CONTRACT below) and has given timely written notification to the administrative staff member as follows:
 - a. not later than March 1 of the first, second and third years of contract service if appointment is to expire at the end of one of those fiscal years.
 - b. not later than January 1 of any subsequent fiscal year of contract service.

Note: For administrative staff members whose contracts do not begin on July 1, the above dates will be adjusted to four months prior to the end of the contract for persons in the first, second and third years and to six months prior to the end of the contract for persons in subsequent contract years of service.

B. Non-Renewal of Contract

Recommendation for non-renewal shall be made in writing by the supervisor to the contracting officer except where the supervisor is the contracting officer in which case the recommendation shall be made to the area vice president or to the President, whichever is appropriate and shall include appropriate written documentation.

In the case of non-renewal because of performance, appropriate written documentation shall include copies of past performance evaluations where available.

C. Termination of Contract

Termination of the appointment and contract before the end of any contracted term of service shall be referred to as "Termination for Cause." An administrative staff member may be terminated for cause during the contract year for the following reasons:

1. conviction of a felony
2. proof of fraudulent credentials
3. documented significant failure to perform duties and services (as identified in the appointed position or title and/or as may be assigned or changed) to the satisfaction of the staff member's immediate supervisor.
4. documented failure to accept reasonable changes in the job description as required by evolving technology or by changes in university organization, priorities, or resources.
5. documented gross failure to comply with the code of standards and responsibilities for administrators (see page 1.)

Recommendations for termination shall originate with the immediate supervisor and shall be sent to the contracting officer via appropriate area or department heads. If the immediate supervisor is a contracting officer, the recommendation shall be sent to the area vice president or to the President, whichever is appropriate. The final decision to terminate an administrative staff member immediately is made by the contracting officer (or by the vice president or President if the contracting officer is the immediate supervisor). The office of Administrative Staff Personnel Services shall be advised of recommendations and decisions concerning termination. In the event of termination, the staff member shall receive 10 working days' pay upon dismissal.

D. Suspension

There are two types of suspension. The first type of suspension is an "interim step toward termination." The second type of suspension is "disciplinary suspension." Upon the recommendation of the supervisor, the contracting officer may suspend except where the supervisor is the contracting officer in which case the decision shall be made by the area vice president or the President, whichever is appropriate.

1. Suspension as an interim step to termination

Suspension can be invoked during the period in which an employee is being considered for termination. Suspension as an interim step toward termination will include:

- 10 working days' pay and pay for unused vacation;
- an opportunity for the suspended employee to continue university health care insurance, at the employee's expense from the first day of the month following the date of the suspension through the resolution of the suspension.

All pay beyond the ten days referred to above and benefits will be accrued and held in escrow by the university until the termination issue is resolved. In the event the suspension is resolved to the staff member's favor, the staff member shall be entitled to full back pay and benefits, including restoration of vacation days, and records of the suspension shall be removed from the employee's files.

2. Disciplinary Suspension

Suspension up to 30 calendar days may be used as a disciplinary procedure either in lieu of termination or as a means of dealing with less serious or temporary problems. Such suspension shall be without pay. Vacation cannot be used or earned. All other benefits will continue as usual.

E. Release

Release may be effected in the case of financial exigency, or a bona fide discontinuance of a program or departmental/divisional area.

- In the case of release because of financial exigency, as defined in the "Financial Exigency Policy," the staff member concerned will be given a minimum of three months notice.
- In the case of release because of a bona fide discontinuance of a program or departmental/divisional area, the staff member in the first three years of employment will be given a minimum of four months notice; the staff member with more than three years of employment will be given a minimum of six months notice.

12/87

GRIEVANCE AND HEARING PROCEDURES

I. Grievance Procedure

A. Purpose

The purpose of the grievance procedure is to ensure the prompt resolution of complaints by administrative staff members regarding the terms and conditions of employment, salary, benefits, or other job-related concerns. The decision not to continue the contract of an administrative staff member in the first three years of employment is not grievable, and, therefore not subject to this procedure.

Complaints dealing with alleged discrimination will be processed according to the provisions of the University's affirmative action plan.

B. Area review committee

The President (or designee) and each vice president will establish a three-member committee to assist in resolving grievances within the vice-presidential area. Committee members will serve for three years except initial appointments which will be staggered one, two, and three years.

The President (or designee) and each vice president will be responsible for establishing procedures for appointing a chair and for designating the time period for serving in this capacity.

C. Initial review and transmittal of grievance

When a complaint arises, the administrative staff member should first attempt to resolve the issue with the immediate supervisor. Efforts in this direction should be documented. If the grievance is not resolved to the staff members's satisfaction, that person may present the

7/85 12/87



Bowling Green State University

Office of Student
Activities and Orientation
405 Student Services Building
Bowling Green, Ohio 43403-0154
(419) 372-2843

MEMORANDUM

TO: Dr. Richard Eakin
Vice President for Planning & Budgeting

FROM: Gregg DeCrane *[Signature]*
Chair, Administrative Staff Council

DATE: April 8, 1986

SUBJECT: Handbook Changes

ASC took the following action at its April 3 meeting relative to your concerns expressed at our Thursday morning meeting regarding Administrative Staff Handbook revisions.

1. Title Page

- A. Accepted Administrative Council's addition of "and becomes effective for subsequently signed contracts" to the sentence that reads, "The 1985-86 Handbook . . ."
- B. Suggested and passed the changing of the last paragraph to eliminate the word "annually".

2. Fee Waiver Policy

- A. Accepted Administrative Council's approval of the reduction of the waiting time from 5 years to 3 years for employee dependents.
- B. Accepted Administrative Council's change in policy to allow for dependent fee waiver for a period of 5 years after the retirement of the employee regardless of their participation in the Supplemental Retirement Program.

3. Vacation Policy

- A. 1) Accepted Administrative Council's recommendation of a 22 day per year vacation with unlimited accrual during the year and a maximum of 44 days accrual at the end of the contract year and at termination of employment.
- 2) Since the Administrative Council's discussion was based upon the fact that the majority of Ohio's four year post secondary schools offer 22 days of vacation, the ASC hopes that this majority will serve as an index for future adjustment.
- B. There were regrets that the graduated accrual proposed by ASC, which would reward long term employees, was not favorably received.
- C. There was also concern that any conversion from a 9 month contract to a twelve month contract would not be adversely effected by the increased accrual. The current 9/11 formula is based on 20 working days vacation.

Dr. Richard Eakin

Page 2

April 8, 1986

4. Non-renewal of Contract

- A. Tabled so that further review of Administrative Council's proposed changes may be made.

5. Termination of Contract

- A. Tabled so that further review of Administrative Council's proposed changes may be made.

6. Suspension

- A. Tabled so that a new proposal that addresses two forms of suspension may be drawn up.

7. Release

- A. Tabled so that further review of Administrative Council's proposed changes may be made.

The Personnel Welfare Committee and the ASC Executive Committee are currently working on 4, 5, 6 and 7 but no resolution looks possible for the May Trustee's meeting. If a meeting between yourself and members of the Executive Committee and/or Personnel Welfare Committee would be helpful in clarifying or resolving specific issues, we would be more than willing to do so.

GD:dkh

MEM/64-65

pc: ASC Executive Committee
Personnel Welfare Committee



Center for Archival Collections
5th Floor, Jerome Library
Bowling Green, Ohio 43403-0175
(419) 372-2411
Cable: BGSUOH

Holdings: Northwest Ohio
University Archives

M E M O R A N D U M

TO: Greg DeCrane, Chair
Administrative Staff Council

FROM: Paul D. Yon, Chair *Paul*
Personnel Welfare Committee

RE: Contract Information: Non-renewal, Termination, Suspension,
Release and Etc.

DATE: April 8, 1986

On 4 April the Personnel Welfare Committee met and discussed the Administration's concerns regarding the above mentioned policies. Because of time constraints the committee will not have the opportunity to meet and discuss all issues raised by the administration by May. However, if there is an "urgency" of Dr. Eakin to resolve the abovementioned issues before the end of this academic year, then my recommendation would be to call "Special" meetings directly with him to clarify and resolve each of those concerns.

If we are unable to meet, then it is this committee's recommendation that we let the current policy stand until the next academic year.

PDY/slb

B. NON-RENEWAL OF CONTRACT

RECOMMENDATIONS FOR NON-RENEWAL SHALL BE MADE IN WRITING TO THE CONTRACTING OFFICER AND SHALL INCLUDE SUPPORTING WRITTEN DOCUMENTATION. ~~EXAMPLES OF REQUIRED DOCUMENTATION FOLLOW:~~

- sketch* → IN THE CASE OF NON-RENEWAL BECAUSE OF PERFORMANCE, THE WRITTEN DOCUMENTATION SHALL INCLUDE COPIES OF PAST PERFORMANCE EVALUATIONS. ~~IN THE CASE OF 1st yr. employees, unless not available in~~
- sketch* → IN THE CASE OF NON-RENEWAL BECAUSE OF REORGANIZATION, AN EMPLOYEE'S INABILITY TO SERVE THE UNIVERSITY WITHIN THE REORGANIZED UNIT SHALL BE EXPLAINED.

*Adm. procedure
Ext. not policy
Com. - policy*

C. Termination TERMINATION OF CONTRACT

Termination of the appointment and contract before the end of any contracted term of service shall be referred to as "Termination for Cause." ~~or "Release."~~ AN ADMINISTRATIVE STAFF MEMBER MAY BE TERMINATED FOR CAUSE DURING THE CONTRACT YEAR FOR THE FOLLOWING REASONS:

4. --- ~~Termination for Cause~~

~~a. --- An administrative staff member may be terminated for cause during the contract year for the following reasons:~~

- i) 1. conviction of a felony (OR OTHER OFFENSE WHOSE NATURE IS INIMICAL TO THE INTEREST OF THE UNIVERSITY)
- ii) 2. ~~if credentials are proved to be fraudulent;~~
2. PROOF OF FRAUDULENT CREDENTIALS;
significant
- iii) 3. DOCUMENTED REPEATED failure to perform duties and services ~~(as identified in the appointed position or title and/or as may be assigned or changed)~~ to the satisfaction of the staff member's immediate supervisor;
4. DOCUMENTED FAILURE TO ACCEPT REASONABLE CHANGES IN THE JOB DESCRIPTION AS REQUIRED BY EVOLVING TECHNOLOGY OR BY CHANGES IN UNIVERSITY ORGANIZATION, PRIORITIES, OR RESOURCES.
- 5. *documented of* PROCEDURES FOR TERMINATION

RECOMMENDATIONS FOR TERMINATION SHALL ORIGINATE WITH THE IMMEDIATE SUPERVISOR AND SHALL BE SENT TO THE CONTRACTING OFFICER VIA APPROPRIATE AREA OR DEPARTMENT HEADS. IF THE IMMEDIATE SUPERVISOR IS A CONTRACTING OFFICER, THE RECOMMENDATION IS SENT TO THE AREA VICE PRESIDENT OR TO THE PRESIDENT, WHICHEVER IS APPROPRIATE. THE FINAL DECISION TO TERMINATE AN ADMINISTRATIVE STAFF MEMBER IMMEDIATELY IS MADE

ace in hole

BY THE CONTRACTING OFFICER OR BY THE VICE PRESIDENT OR PRESIDENT IF THE CONTRACTING OFFICER IS THE IMMEDIATE SUPERVISOR). THE OFFICE OF ADMINISTRATIVE STAFF PERSONNEL SERVICES SHALL BE ADVISED OF RECOMMENDATIONS AND DECISIONS CONCERNING TERMINATION. IN THE EVENT OF TERMINATION, THE STAFF MEMBER SHALL BE CONTINUED ON THE PAYROLL FOR FOURTEEN CALENDAR DAYS FOLLOWING THE DATE OF DISMISSAL.

D. SUSPENSION

suggest (RECEIVE FOR ABOVE-CITED REASONS)

IN LIEU OF IMMEDIATE TERMINATION FOR THE ABOVE-CITED REASONS, AN ADMINISTRATIVE STAFF MEMBER MAY BE SUSPENDED WITHOUT PAY UNTIL THE PROBLEM IS RESOLVED. IN THE EVENT THE SUSPENSION IS RESOLVED TO THE STAFF MEMBER'S FAVOR, THE STAFF MEMBER SHALL BE ENTITLED TO FULL BACK PAY AND BENEFITS. THE STAFF MEMBER MAY ALSO BE CONTINUED ON SUSPENDED STATUS WITH PAY ON A TEMPORARY ASSIGNMENT TO OTHER JOB RESPONSIBILITIES.

2.---Dismissal or Suspension

~~Recommendations for termination for cause noted above shall be sent to the President or appropriate Vice President with appropriate documentation. After a decision for dismissal or suspension is made, written notice shall be given to the staff member involved stating all provisions relating to that notice. The President or appropriate Vice President may dismiss or suspend the staff member immediately. In the event of a dismissal or suspension, the staff member shall be continued on the payroll for fourteen (14) calendar days following the date of dismissal or suspension. The President or appropriate Vice President may continue the staff member on suspended status with pay through temporary assignment to other job responsibilities until the suspension is resolved. In the event the dismissal or suspension is resolved in the staff member's favor, the staff member shall be entitled to full back pay and benefits if the staff member had been dismissed or suspended without pay.~~

prob. either term or temp. or both. Spell out all methods.

E. Release

Release may be ~~affected~~ EFFECTED in THE case of financial exigency, or bona fide discontinuance of a program or departmental/divisional area. and

1. ~~the~~ A staff member IN ^{THE} FIRST THREE YEARS OF EMPLOYMENT ~~commenced~~ will be given a minimum of ~~three~~ FOUR months' written notice;
2. STAFF MEMBERS WITH MORE THAN THREE YEARS OF EMPLOYMENT WILL BE GIVEN SIX MONTHS' NOTICE;
3. ~~except for the~~ The release of persons funded by external grants which shall be contingent upon the availability of said grant funds.

~~A notice for termination for cause or release is not affected by Section A (Continuance).~~

clarify

CONTRACT INFORMATIONAPPOINTMENT OF ADMINISTRATIVE STAFF

AT THE TIME OF INITIAL APPOINTMENT, THE ADMINISTRATIVE STAFF MEMBER SHALL RECEIVE FROM THE CONTRACTING OFFICER A CONTRACT AND A LETTER OF APPOINTMENT WHICH SHALL INCLUDE THE JOB DESCRIPTION AND OTHER TERMS OF EMPLOYMENT SUCH AS TITLE, SALARY, AND PAY PERIODS.

A. CONTINUANCE OF CONTRACT

Appointments to full-time administrative staff positions will be subject to renewal or non-renewal annually, on a fiscal year basis. It is assumed that a full-time administrative staff member will receive successive annual contracts unless:

1. The contract states the contrary
2. The University has made the decision not to RENEW THE CONTRACT (SEE NON-RENEWAL OF CONTRACT, BELOW) and has given timely WRITTEN NOTIFICATION TO THE ADMINISTRATIVE STAFF MEMBER as follows:
 - a. not later than March 1 of the first, second and third years of contract service if appointment is to expire at the end of one of those fiscal years
 - b. not later than January 1 of any subsequent fiscal year of contract service.

NOTE:

FOR ADMINISTRATIVE STAFF MEMBERS WHOSE CONTRACTS DO NOT BEGIN ON JULY 1, THE ABOVE DATES WILL BE ADJUSTED TO FOUR MONTHS PRIOR TO THE END OF THE CONTRACT FOR PERSONS IN FIRST, SECOND AND THIRD YEARS AND TO SIX MONTHS PRIOR TO THE END OF THE CONTRACT FOR PERSONS IN SUBSEQUENT CONTRACT YEARS OF SERVICE.

B NON-RENEWAL OF CONTRACT

RECOMMENDATIONS FOR NON-RENEWAL SHALL BE MADE IN WRITING TO THE CONTRACTING OFFICER AND SHALL INCLUDE SUPPORTING WRITTEN DOCUMENTATION.

IN THE CASE OF NON-RENEWAL BECAUSE OF PERFORMANCE, THE WRITTEN DOCUMENTATION SHALL INCLUDE COPIES OF PAST PERFORMANCE EVALUATIONS, *unless not available in the case of first-year employees.*

IN THE CASE OF NON-RENEWAL BECAUSE OF REORGANIZATION, *a rationale for reorganization must be explained.*
~~EMPLOYEE'S INABILITY TO SERVE THE UNIVERSITY WITHIN THE REORGANIZED UNIT SHALL BE EXPLAINED.~~
new organization (organizational structure) continue

C TERMINATION OF CONTRACT

Termination of the appointment and contract before the end of any contracted term of service shall be referred to as "Termination for Cause." AN ADMINISTRATIVE STAFF MEMBER MAY BE TERMINATED FOR CAUSE DURING THE CONTRACT YEAR FOR THE FOLLOWING REASONS:

- (or no contest)*
1. conviction of a felony;
 2. proof of fraudulent credentials;
 3. DOCUMENTED SIGNIFICANT failure to perform duties and services to the satisfaction of the staff member's immediate supervisor;
 4. DOCUMENTED FAILURE TO ACCEPT REASONABLE CHANGES IN THE JOB DESCRIPTION AS REQUIRED BY EVOLVING TECHNOLOGY OR BY CHANGES IN UNIVERSITY ORGANIZATION, PRIORITIES OR RESOURCES.
 5. *documented gross failure to comply with the Code of Standardized and Responsibilities for Administrators*

~~PROCEDURES FOR TERMINATION:~~

RECOMMENDATIONS FOR TERMINATION SHALL ORIGINATE WITH THE IMMEDIATE SUPERVISOR AND SHALL BE SENT TO THE CONTRACTING OFFICER VIA APPROPRIATE AREA OR DEPARTMENT HEADS. IF THE IMMEDIATE SUPERVISOR IS A CONTRACTING OFFICER, THE RECOMMENDATION IS SENT TO THE AREA VICE PRESIDENT OR TO THE PRESIDENT, WHICHEVER IS APPROPRIATE. THE FINAL DECISION TO TERMINATE AN ADMINISTRATIVE STAFF MEMBER IMMEDIATELY IS MADE BY THE CONTRACTING OFFICER (OR BY THE VICE PRESIDENT OR PRESIDENT IF THE CONTRACTING OFFICER IS THE IMMEDIATE SUPERVISOR). THE OFFICE OF ADMINISTRATIVE STAFF PERSONNEL SERVICES SHOULD BE ADVISED OF RECOMMENDATIONS AND DECISIONS CONCERNING TERMINATION. IN THE EVENT OF TERMINATION, THE STAFF MEMBER SHALL ~~BE CONTINUED ON THE PAYROLL FOR FOURTEEN CALENDAR DAYS FOLLOWING THE DATE OF DISMISSAL.~~

TEN WORKING DAYS PAID
8.1 Receive payment for

D. SUSPENSION

There are two types of suspension. The first type of suspension is an interim step toward termination. The second type of suspension is disciplinary suspension. Upon the recommendation of the supervisor, the contracting officer may suspend except where the supervisor is the contracting officer in which case the decision shall be made by the area vice president or the president whichever is appropriate.

1. Suspension as interim step to termination.

Suspension can be invoked during the period in which an employee is being considered for termination. Suspension as an interim step toward termination will include:

- ^{calendar} 10 working days pay and pay for unused vacation
 - an opportunity for the employee to continue his expense, health care purchased by the suspended employee (see leave of absence policy) ^{suspends} during the time of the suspension until the resolution of the suspension. from 1st day of following Y
- All pay and benefits will be accrued and held in escrow by the University until the termination issue is resolved. In the event the suspension is resolved to the staff member's favor, the staff member shall be entitled to full back pay and benefits, and all records of the suspension shall be removed from employees personnel files, including unused vacation, restoration of vacation days

2. Disciplinary Suspension

^{calendar} Suspension up to 30 days may be used as a disciplinary procedure either in lieu of termination or as a means of dealing with less serious or temporary problems. Such suspension shall be without pay. Vacation cannot be used nor earned. All other benefits will continue as usual. In order to avoid capricious action on the part of the supervisor, such suspension may be grieved. make everything grievable

RELEASE

Release may be EFFECTED in THE case of financial exigency, or bona fide discontinuance of a program or departmental/divisional area. The staff member IN THE FIRST THREE YEARS OF EMPLOYMENT will be given a minimum of FOUR months written notice; STAFF MEMBERS WITH MORE THAN THREE YEARS OF EMPLOYMENT WILL BE GIVEN SIX MONTHS NOTICE. 3, The release of persons funded by external grants which shall be contingent upon the availability of said grant funds.

who might be helpful in establishing the facts of the case. In all instances, the administrative staff member or anyone providing information on behalf of that person will be assured that no reprisal will occur at any stage as a result of the complaint.

If the complainant is not satisfied with the results of the investigation by the Office of Affirmative Action, a request for a grievance hearing may be made. In the event that the complainant is not satisfied with the results of the hearing, an appeal may be made to the President of the University. The decision of the President is final.

For specific information regarding the University's affirmative action grievance procedures, you may contact the Office of Affirmative Action or refer to Bowling Green State University's Affirmative Action Plan.

GRIEVANCE AND HEARING PROCEDURES

I. Grievance Procedure

A. Purpose

The purpose of the grievance procedure is to ensure the prompt resolution of complaints by administrative staff members regarding the terms and conditions of employment, salary, benefits, or other job-related concerns. The decision not to continue the contract of an administrative staff member is not grievable, and, therefore, not subject to this procedure.

Complaints dealing with alleged discrimination will be processed according to the provisions of the University's affirmative action plan.

B. Area review committee

The President (or designee) and each vice president will establish a three-member committee to assist in resolving grievances within the vice-presidential area. Committee members will serve for three years except initial appointments which will be staggered one, two, and three years.

The President (or designee) and each vice president will be responsible for establishing procedures for appointing a chair and for designating the time period for serving in this capacity.

C. Initial review and transmittal of grievance

When a complaint arises, the administrative staff member should first attempt to resolve the issue with the immediate supervisor. Efforts in this direction should be documented. If the grievance is not resolved to the staff member's satisfaction, that person may present the

who might be helpful in establishing the facts of the case. In all instances, the administrative staff member or anyone providing information on behalf of that person will be assured that no reprisal will occur at any stage as a result of the complaint.

If the complainant is not satisfied with the results of the investigation by the Office of Affirmative Action, a request for a grievance hearing may be made. In the event that the complainant is not satisfied with the results of the hearing, an appeal may be made to the President of the University. The decision of the President is final.

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Administrative Staff Handbook
1986-87

Summary of Revisions

This outlines summarizes editorial and format changes, clarifications of wording, and updates of university policy information. It does not include any major policy change recommendation.

Title page	Change dates
Index	Revise as appropriate; change format.
Page i	Change "committee" to "body" in the first line.
Page v	Typing correction.
Section I Index	Review as appropriate; change format.
Page 4	<u>Conflict of Interest-Research and Consulting</u> - add statement on obligation to the University, taken from "Contract Information" on page 8.
Page 4-5	Re-number items in the outline.
Pages 8-9	<u>Contract Information</u> - revise format and clarify procedures.
Page 9.1	Insert a section on "Evaluation Procedures" (approved by Administrative Staff Council in May 1985).
Page 16	<u>Grievance and Hiring Procedures</u> - rewording and clarification of sections on E. Resolution and F. Appeal.
Page 19	<u>Resignations and Exit Interviews</u> - add "Dean" under Part C.
Section II Index	Revise as appropriate; change format.
Page 23	<u>Continuing Education Courses</u> - wording change.
Page 23-25	<u>Fee Waiver Policy</u> - new format for this section; add information about taxing graduate fee waivers.
Pages 26-29	<u>Benefits in Brief</u> - make appropriate corrections in premium rates for insurances and revisions consistent with benefit changes.

*another
change? →*

Page 30	<u>Injury/Worker's Compensation</u> - wording clarification.
Page 31	<u>Leave of Absence</u> - clarification of insurance coverage while on leave.
Page 37	<u>Sick Leave Policy</u> - wording clarification on the purpose and uses of sick leave; added a provision for payment of sick leave upon death, in addition to retirement.
Page 39	<u>Vacation Policy</u> - wording clarification on the purposes of vacation; changed the recordkeeping provision so that an employee may exceed 40 days accumulation during the fiscal year as long as balance of vacation is 40 days on June 30.
Section III Index	Revise as appropriate; change format.
Pages 41-42	<u>Parking</u> - revise with information about new parking decals.
Pages 42-43	<u>Payroll Procedures and Deductions</u> - add a statement about taxing waivers for graduate courses, and add Administrative Staff Scholarship as one of the contributions to BGSU Foundation.
Page 48	<u>Travel</u> - add a statement about advance payment for transportation fares in excess of \$50.
Appendices Index	Change format.

Prior to the termination on an appointment due to the discontinuance of a position, the administration of the University shall make every effort within the confines of affirmative action policies to place the person in another suitable position within the University. If an appointment is terminated due to the discontinuance of a position, the position will not be filled by a replacement for a period of two fiscal years unless the released person has been offered reappointment.

The administrator being terminated may appeal notice of a contract termination decision as outlined in Section E under the provisions of Section F - Hearing Procedure.

The above provisions do not apply to either Special Appointments (Section C) which are terminated for financial reasons or Term Appointments (Section D).

SUSPENSION OR DISMISSAL

When appropriate, an administrator may be suspended or dismissed forthwith. Suspension or dismissal procedures must include written notification and grounds for such action. The administrator has the right of appeal (Section F - Hearing Procedure). The grounds or causes for such suspension or dismissal are as follows:

1. Action(s) of a probably felonious nature when such action is prejudicial to the administrator's ability to properly perform his/her assigned tasks and responsibilities or is prejudicial to good order in the University. When the action is only probably felonious, the suspension may be an "interim" one, pending a legal ruling. When an action is ruled legally felonious, the suspension may become a dismissal.
2. Any conduct occurring in the performance of one's assigned responsibilities, which causes or could potentially cause serious interference in the ability of the administrator concerned or in the ability of other employees to carry on their duties and responsibilities.
3. Insubordination, which refers to a willful refusal to obey, or knowledgeable disregarding of, the directions and/or supervision of a properly authorized supervisor acting in an appropriate capacity through the issuance of orders reasonably related to the fulfillment of his University responsibilities, without reasonable justification for such refusal.
4. Serious breach of professional ethics.
5. Gross incompetence, referring to a situation where an administrator is, from the beginning of his or her employment, or becomes, at sometime thereafter, essentially unable to fulfill the requirements of his or her position.
6. Flagrant or consistent failure to conform to the rules or regulations of the department, office or agency to which one is assigned.

F. HEARING PROCEDURES

1. If an administrator facing termination (suspension, dismissal for cause, or contract non-renewal) elects to pursue the internal review options available to him or her, he or she may begin by appealing the termination decision through the administrative chain of recourse, beginning with his or her immediate supervisor and ending with the appropriate senior administrator.
2. If, after following the procedures outlined in (1), above, the administrator facing termination (grievant) remains unsatisfied, he or she may request that the appropriate committee of the Administrative Senate privately and informally investigate the facts surrounding his or her case. In no case shall any member of the committee be an employee in the grievant's area, i.e., the administrative sub-unit or department in which the grievant is employed. The committee, upon completion of its investigation, shall submit a written report of its finding and recommendations to the grievant and to the appropriate senior administrator, who shall then reconsider the case and submit a written report of his conclusions to the committee and the grievant.
3. If, upon conclusion of the procedures outlined in both (1) and (2), the grievant remains unsatisfied, he or she may request, in writing, that the President authorize a formal hearing for the purpose of according the grievant an opportunity to prove that the stated reason for his or her termination is without foundation. The President, at his discretion, shall grant the request if he concludes that a further review of the case is warranted.
 - a. Should the President grant the grievant's request for a hearing, he shall, following consultation with Chairpersons of the Administrative and Faculty Senates, appoint a hearing committee consisting of five persons, four of whom shall be contractual employees with administrative status and one of whom shall be a contractual employee with faculty status. The President shall designate one of the administrative members as chairman of the committee. No member of the committee shall be an employee in the grievant's area, i.e., the administrative sub-unit or department in which the grievant is employed.
 - b. In the discharge of its responsibilities, the committee shall proceed as follows:
 - i. The Committee shall determine the time and place of the hearing which shall commence not later than thirty days from the date of the committee's appointment.

- 53
- ii No later than three days following the date of the committee's appointment, the chairman shall notify the grievant of the time and place of the hearing and inform him or her of the basic procedures governing the hearing, which shall be closed.
 - iii At the hearing, the grievant shall bear the burden of proving, by a preponderance of the evidence presented, that the stated reason for his or her termination is without foundation. The order of events at the hearing, which shall be determined by the committee, shall reflect this requirement.
 - iv During the proceedings, the grievant shall be permitted to have an advisor of his or her choice. Likewise the senior administrator responsible for the grievant's area or his or her designated representative (the University representative) shall be permitted to have an advisor present. The functions to be performed by each advisor shall be determined by the person whom he or she is advising.
 - v The grievant shall have the aid of the committee in securing the attendance of persons who possess relevant information.
 - vi The grievant and his or her advisor or both and the University representative and his or her advisor or both shall have the right to confront and question all persons who make statements before the committee.
 - vii The full proceedings shall be tape-recorded by the University, which, upon request, shall make a copy of the master tape available for a reasonable period to the grievant, the University representative, the committee, or the President.
- c. Upon completion of the hearing, the committee shall submit a written report of its findings and recommendations to the President, with copies to the grievant and the University representative. The President shall then reach a final decision in the case, which decision shall be communicated in writing to the grievant, the University representative, and the committee. The President shall not make a public announcement of his decision unless requested to do so by the grievant.

- d. If the grievant was suspended or dismissed from his or her position during all or any part of the appeal procedures outlined above in stages (1), (2), or (3) and if, during such period, a final decision not to uphold the termination is made by the appropriate senior administrator or, following a hearing, by the President, the grievant shall be reinstated in his or her position and compensated for all salary and fringe benefits lost during the appeal procedures.

G. RECOMMENDATION FOR SALARY STATUS AND CONTRACT RENEWAL

It is the intent of these paragraphs to express the principle that action regarding contract renewal and salary status should originate at the departmental level, with systematic evaluation of each administrative employee by the department head. Employee evaluation should be a continuing, ongoing activity occurring daily/weekly/monthly through effective supervision in the process of communicating work assignments, monitoring activity, identifying improvement needs, and critiquing quality and quantity of employee productivity. Formalized employee evaluation can also occur periodically, usually annually, by the supervisor scheduling and holding an evaluation interview.

1. Prior to February 15 each year, the immediate supervisor shall review the performance records of all administrative employees. A performance interview will be scheduled and carried out unless there is mutual agreement by both the immediate supervisor and the employee that a performance interview is unnecessary. The results of interviews involving marginal or unsatisfactory performance are to be forwarded in writing by March 1 to the supervisor's immediate superior, with a copy to the employee. A brief statement verifying satisfactory performance and eligibility for salary increase by March 1 is adequate for employees performing satisfactorily, except for those employees who specifically request a written summary of the performance evaluation be provided the supervisor's immediate supervisor, with a copy to the employee.

Note: Our discussions of this policy during the past several months confirmed that both the Administrative Senate and the Executive Officers support effective performance evaluations. The revised policy provides that annual evaluations will be carried out for all contract employees--only the annual interview can be waived. We have agreed further that if implementation of the revised policy fails to provide effective performance evaluations during the next couple of years, policy will be revised to correct the administrative practices.

OHIO UNIVERSITY POLICY & PROCEDURE

Ohio U. 55

SUBJECT

GRIEVANCE POLICY FOR ADMINISTRATIVE CONTRACT STAFF

Initiated by
Adm. Senate

PROCEDURE NO. 41.011	PAGE NO. 1 of 1
DATE ISSUED 7/1/80	DATE EFFECTIVE 7/1/80
ISSUED BY Gene Peables	APPROVED BY N. Bucklew

PURPOSE: To provide a procedure dealing with non-termination grievances of administrative contract employees concerning working conditions, promotions and salary. An employee whose grievance involves alleged discrimination will be directed to the Office of Affirmative Action.

POLICY: Every administrative contract employee with a grievance has a right to be heard within a reasonable period of time.

PROCEDURE: An individual who feels a grievance exists is responsible for stating the grounds upon which the alleged grievance is based, and the burden of proof rests upon the grievant. Informal discussions of complaints between a grievant and his/her immediate supervisor are encouraged. In the event informal discussion fails, the formal grievance will be presented in writing to the immediate supervisor.

If the grievance remains unsettled 30 calendar days after written referral to the immediate supervisor, department head, dean of the college, and/or responsible executive officer, the grievant may request a Grievance Review Committee (henceforth referred to as the Committee). The Chairperson of the Administrative Senate will appoint a Committee consisting of three members, who will investigate the situation and make recommendations to the responsible executive officer.

The responsible executive officer will, after reviewing the recommendations of the Committee, recorded history of the grievance, and any other documentation or interviews deemed necessary, render a decision resolving the grievance. A written statement announcing the decision shall be sent to the grievant, head of grievant's department, Chairperson of the Committee, and Chairperson of the Administrative Senate.

Note: Refer to Administrator's Handbook for procedures of Review Committee.



Answer -

The attached is a revision that
Pat & I have developed of
the "Contract information" on
pages 94, 7 The A.S. Handbook.
For your review and comment.

Theresa

Appointment of Administrative Staff

At the time of initial appointment, the administrative staff member shall receive from the contracting officer a contract and a letter of appointment which shall include the job description and other terms of employment such as title, salary, and pay periods.

Continuance of Contract

Appointments to full-time administrative staff positions will be subject to renewal or non-renewal annually, on a fiscal year basis. It is assumed that a full-time administrative staff member will receive successive annual contracts unless:

1. The contract states the contrary
2. The University has made the decision not to renew the contract (see Non-Renewal of Contract, below) and has given timely written notification to the administrative staff member as follows:
 - a. not later than March 1 of the first, second and third years of contract service if appointment is to expire at the end of one of those fiscal years
 - b. not later than January 1 of any subsequent fiscal year of contract service.

NOTE:

For administrative staff members whose contracts do not begin on July 1, the above dates will be adjusted to four months prior to the end of the contract for persons in first, second and third years and to six months prior to the end of the contract for persons in subsequent contract years of service.

Non-Renewal of Contract

Recommendations for non-renewal shall be made in writing by the contracting officer and shall include supporting written documentation. Examples of required documentation follow.

In the case of non-renewal because of performance, the written documentation shall include copies of past performance evaluations.

In the case of non-renewal because of reorganization, an employee's inability to serve the University within the reorganized unit shall be explained.

Termination of Contract

Termination of the appointment and contract before the end of any contracted term of service shall be referred to as "termination for cause." An administrative staff member may be terminated for cause during the contract year for the following reasons:

1. conviction of a felony;
2. proof of fraudulent credentials;
3. documented repeated failure to perform duties and services to the satisfaction of the staff member's immediate supervisor;
4. documented failure to accept reasonable changes in the job description as required by evolving technology or by changes in University organization, priorities, or resources.

Procedures for termination:

Recommendations for termination shall originate with the immediate supervisor and shall be sent to the contracting officer via appropriate area or department heads. If the immediate supervisor is a contracting officer, the recommendation is sent to the area vice president or to the President, whichever is appropriate. The final decision to terminate an administrative staff member immediately is made

by the contracting officer (or by the vice president or President if the contracting officer is the immediate supervisor). The Office of Administrative Staff Personnel Services should be advised of recommendations and decisions concerning termination. In the event of termination, the staff member shall be continued on the payroll for fourteen calendar days following the date of dismissal.

Suspension

In lieu of immediate termination for the above-cited reasons, an administrative staff member may be suspended without pay until the problem is resolved. In the event the suspension is resolved to the staff member's favor, the staff member shall be entitled to full back pay and benefits. The staff member may also be continued on suspended status with pay on a temporary assignment to other job responsibilities.

Release

Release may be effected in the case of financial exigency, or bona fide discontinuance of a program or departmental/divisional area, and the staff member in first three years of employment will be given a minimum of four months written notice; staff members with more than three years of employment will be given six months notice; except for the release of persons funded by external grants which shall be contingent upon the availability of said grant funds.

61

CONTRACT INFORMATION

Appointment Information

Administrative staff members shall be advised in writing at the time of initial appointment of the primary responsibility of the position including title, salary, and pay period.

Obligation to the University

*Copy to
pg. 1 of
Handbook
as new B.I.*
An administrative staff member may not accept employment from outside the University that will adversely affect fulfillment of the responsibilities and duties of ~~the assigned position/title.~~

Continuance/Termination/Release

A. Continuance

Appointments to full-time administrative staff positions will be subject to renewal or non-renewal annually, on a fiscal year basis. It is assumed that a full-time administrative staff member will receive successive annual contracts unless:

1. The contract states the contrary.
2. The University has made the decision not to continue employment and has given timely notification as follows:
 - a. not later than March 1 of the first, second and third years of contract service if appointment is to expire at the end of one of those fiscal years.
 - b. not later than January 1 of any subsequent fiscal year of contract service.

Recommendations for non-renewal (which will include supportive information) will be made to the appropriate supervisor whether President, appropriate Vice President or Dean by area heads.

B. Termination

Termination of the appointment and contract before the end of any contracted term of service shall be referred to as "Termination for Cause" or "Release."

1. Termination for Cause

- a. An administrative staff member may be terminated for cause during the contract year for the following reasons:
 - i) conviction of a felony;
 - ii) if credentials are proved to be fraudulent;

- iii) failure to perform duties and services (as identified in the appointed position or title and/or as may be assigned or changed) to the satisfaction of the staff member's immediate supervisor.

2. Dismissal or Suspension

Recommendations for termination for cause noted above shall be sent to the President or appropriate Vice President with appropriate documentation. After a decision for dismissal or suspension is made, written notice shall be given to the staff member involved stating all provisions relating to that notice.

The President or appropriate Vice President may dismiss or suspend the staff member immediately. In the event of a dismissal or suspension, the staff member shall be continued on the payroll for fourteen (14) calendar days following the date of dismissal or suspension. The President or appropriate Vice President may continue the staff member on suspended status with pay through temporary assignment to other job responsibilities until the suspension is resolved. In the event the dismissal or suspension is resolved in the staff member's favor, the staff member shall be entitled to full back pay and benefits if the staff member had been dismissed or suspended without pay.

C. Release

Release may be affected in case of financial exigency, or bona fide discontinuance of a program or departmental/divisional area, and the staff member concerned will be given a minimum of three months written notice; except for the release of persons funded by external grants which shall be contingent upon the availability of said grant funds.

A notice for termination for cause or release is not affected by Section A (Continuance).



Bowling Green State University

Vice President for
Academic Affairs
Bowling Green, Ohio 43403-0020
(419) 372-2915
Cable: BGSUOH

April 10, 1986

MEMORANDUM

TO: Paul D. Yon, Chair
Administrative Staff Council
Personnel Welfare Committee

FROM: Eloise E. Clark, Vice President
for Academic Affairs

I am responding to your March 13 memo regarding across-the-board increments. In checking our records, it appears that it has been very rare indeed when a person's across-the-board increment has been withheld. Those instances involved persons who were being terminated or who were leaving under unusual circumstances. Although there was an attempt some years ago to designate the across-the-board increment as a "general increase" or "satisfactory performance" increase, it does not seem to have taken hold. It does appear, therefore, that at this time, the across-the-board increment is awarded to everyone, except in such rare instances as noted above. I appreciate your bringing this question to my attention.

skg



Bowling Green State University

October 31, 1986

Office of On Campus Housing
Bowling Green, Ohio 43403
(419) 372-2011
Cable: BGSUOH

MEMORANDUM

TO: PWC Members
FROM: Jill Carr *Jill*
RE: History of Grievance Issue

As I promised, enclosed please find the history of last year's attempt to revise the grievance/termination policy. Please review prior to Monday's meeting and bring these copies with you. Paul Yon will attend our meeting and share his feelings on the status of this policy.

See you Monday.

JC/jm

Enclosure

CURRENT Policy

CONTRACT INFORMATION

Appointment Information

Administrative staff members shall be advised in writing at the time of initial appointment of the primary responsibility of the position including title, salary, and pay period.

Obligation to the University

An administrative staff member may not accept employment from outside the University that will adversely affect fulfillment of the responsibilities and duties of the assigned position/title.

Continuance/Termination/Release

A. Continuance

Appointments to full-time administrative staff positions will be subject to renewal or non-renewal annually, on a fiscal year basis. It is assumed that a full-time administrative staff member will receive successive annual contracts unless:

1. The contract states the contrary.
2. The University has made the decision not to continue employment and has given timely notification as follows:
 - a. not later than March 1 of the first, second and third years of contract service if appointment is to expire at the end of one of those fiscal years.
 - b. not later than January 1 of any subsequent fiscal year of contract service.

Recommendations for non-renewal (which will include supportive information) will be made to the appropriate supervisor whether President, appropriate Vice President or Dean by area heads.

B. Termination

Termination of the appointment and contract before the end of any contracted term of service shall be referred to as "Termination for Cause" or "Release."

1. Termination for Cause

- a. An administrative staff member may be terminated for cause during the contract year for the following reasons:
 - i) conviction of a felony;
 - ii) if credentials are proved to be fraudulent;

- iii) failure to perform duties and services (as identified in the appointed position or title and/or as may be assigned or changed) to the satisfaction of the staff member's immediate supervisor.

2. Dismissal or Suspension

Recommendations for termination for cause noted above shall be sent to the President or appropriate Vice President with appropriate documentation. After a decision for dismissal or suspension is made, written notice shall be given to the staff member involved stating all provisions relating to that notice.

The President or appropriate Vice President may dismiss or suspend the staff member immediately. In the event of a dismissal or suspension, the staff member shall be continued on the payroll for fourteen (14) calendar days following the date of dismissal or suspension. The President or appropriate Vice President may continue the staff member on suspended status with pay through temporary assignment to other job responsibilities until the suspension is resolved. In the event the dismissal or suspension is resolved in the staff member's favor, the staff member shall be entitled to full back pay and benefits if the staff member had been dismissed or suspended without pay.

C. Release

Release may be affected in case of financial exigency, or bona fide discontinuance of a program or departmental/divisional area, and the staff member concerned will be given a minimum of three months written notice; except for the release of persons funded by external grants which shall be contingent upon the availability of said grant funds.

A notice for termination for cause or release is not affected by Section A (Continuance).

B. NON-RENEWAL OF CONTRACT

RECOMMENDATIONS FOR NON-RENEWAL SHALL BE MADE IN WRITING TO THE CONTRACTING OFFICER AND SHALL INCLUDE SUPPORTING WRITTEN DOCUMENTATION. ~~EXAMPLES OF REQUIRED DOCUMENTATION FOLLOW.~~

~~IN THE CASE OF NON-RENEWAL BECAUSE OF PERFORMANCE, THE WRITTEN DOCUMENTATION SHALL INCLUDE COPIES OF PAST PERFORMANCE EVALUATIONS.~~

~~IN THE CASE OF NON-RENEWAL BECAUSE OF REORGANIZATION, AN EMPLOYEE'S INABILITY TO SERVE THE UNIVERSITY WITHIN THE REORGANIZED UNIT SHALL BE EXPLAINED.~~

C. Termination TERMINATION OF CONTRACT

Termination of the appointment and contract before the end of any contracted term of service shall be referred to as "Termination for Cause." ~~or "Release."~~ AN ADMINISTRATIVE STAFF MEMBER MAY BE TERMINATED FOR CAUSE DURING THE CONTRACT YEAR FOR THE FOLLOWING REASONS:

~~1. Termination for Cause~~

~~a. An administrative staff member may be terminated for cause during the contract year for the following reasons:~~

→ i) 1. conviction of a felony (OR OTHER OFFENSE WHOSE NATURE IS INIMICAL TO THE INTEREST OF THE UNIVERSITY)

ii) 2. ~~if credentials are proved to be fraudulent;~~ PROOF OF FRAUDULENT CREDENTIALS;

SIGNIFICANT FAILURE TO PERFORM

iii) 3. DOCUMENTED REPEATED failure to perform duties and services ~~(as identified in the appointed position or title and/or as may be assigned or changed)~~ to the satisfaction of the staff member's immediate supervisor;

4. DOCUMENTED FAILURE TO ACCEPT REASONABLE CHANGES IN THE JOB DESCRIPTION AS REQUIRED BY EVOLVING TECHNOLOGY OR BY CHANGES IN UNIVERSITY ORGANIZATION, PRIORITIES, OR RESOURCES.

PROCEDURES FOR TERMINATION

RECOMMENDATIONS FOR TERMINATION SHALL ORIGINATE WITH THE IMMEDIATE SUPERVISOR AND SHALL BE SENT TO THE CONTRACTING OFFICER VIA APPROPRIATE AREA OR DEPARTMENT HEADS. IF THE IMMEDIATE SUPERVISOR IS A CONTRACTING OFFICER, THE RECOMMENDATION IS SENT TO THE AREA VICE PRESIDENT OR TO THE PRESIDENT, WHICHEVER IS APPROPRIATE. THE FINAL DECISION TO TERMINATE AN ADMINISTRATIVE STAFF MEMBER IMMEDIATELY IS MADE

BY THE CONTRACTING OFFICER OR BY THE VICE PRESIDENT OR PRESIDENT IF THE CONTRACTING OFFICER IS THE IMMEDIATE SUPERVISOR). THE OFFICE OF ADMINISTRATIVE STAFF PERSONNEL SERVICES SHALL BE ADVISED OF RECOMMENDATIONS AND DECISIONS CONCERNING TERMINATION. IN THE EVENT OF TERMINATION, THE STAFF MEMBER SHALL BE CONTINUED ON THE PAYROLL FOR FOURTEEN CALENDAR DAYS FOLLOWING THE DATE OF DISMISSAL.

D. SUSPENSION

suggest (Delete for 7/85-7/86 REASON)

IN LIEU OF IMMEDIATE TERMINATION FOR THE ABOVE-CITED REASONS, AN ADMINISTRATIVE STAFF MEMBER MAY BE SUSPENDED WITHOUT PAY UNTIL THE PROBLEM IS RESOLVED. IN THE EVENT THE SUSPENSION IS RESOLVED TO THE STAFF MEMBER'S FAVOR, THE STAFF MEMBER SHALL BE ENTITLED TO FULL BACK PAY AND BENEFITS. THE STAFF MEMBER MAY ALSO BE CONTINUED ON SUSPENDED STATUS WITH PAY ON A TEMPORARY ASSIGNMENT TO OTHER JOB RESPONSIBILITIES.

~~2.---Dismissal or Suspension~~

E)
~~Recommendations for termination for cause noted above shall be sent to the President or appropriate Vice President with appropriate documentation. After a decision for dismissal or suspension is made, written notice shall be given to the staff member involved stating all provisions relating to that notice. The President or appropriate Vice President may dismiss or suspend the staff member immediately. In the event of a dismissal or suspension, the staff member shall be continued on the payroll for fourteen (14) calendar days following the date of dismissal or suspension. The President or appropriate Vice President may continue the staff member on suspended status with pay through temporary assignment to other job responsibilities until the suspension is resolved. In the event the dismissal or suspension is resolved in the staff member's favor, the staff member shall be entitled to full back pay and benefits if the staff member had been dismissed or suspended without pay.~~

E. Release

Release may be ~~affected~~ EFFECTED in THE case of financial exigency, or bona fide discontinuance of a program or departmental/divisional area. and ^{THE}

1. ~~the~~ A staff member IN ^{THE} FIRST THREE YEARS OF EMPLOYMENT ~~concerned~~ will be given a minimum of ~~three~~ FOUR months' written notice;
2. STAFF MEMBERS WITH MORE THAN THREE YEARS OF EMPLOYMENT WILL BE GIVEN SIX MONTHS' NOTICE;
3. ~~except for the~~ The release of persons funded by external grants which shall be contingent upon the availability of said grant funds.

~~A--notice--for--termination--for--cause--or--release--is--not--affected--by--Section--A--(Continuance)--~~

7/85-7/86

Dr. Richard Eakin
Page 2
April 8, 1986

4. Non-renewal of Contract

- A. Tabled so that further review of Administrative Council's proposed changes may be made.

5. Termination of Contract

- A. Tabled so that further review of Administrative Council's proposed changes may be made.

6. Suspension

- A. Tabled so that a new proposal that addresses two forms of suspension may be drawn up.

7. Release

- A. Tabled so that further review of Administrative Council's proposed changes may be made.

The Personnel Welfare Committee and the ASC Executive Committee are currently working on 4, 5, 6 and 7 but no resolution looks possible for the May Trustee's meeting. If a meeting between yourself and members of the Executive Committee and/or Personnel Welfare Committee would be helpful in clarifying or resolving specific issues, we would be more than willing to do so.

GD:dkh

MEM/64-65

pc: ASC Executive Committee
Personnel Welfare Committee