

Title	Nonbargained-For Employee Dispute Resolution Procedure	Effective Date:	12/7/1964
Functional Area	Employee Relations	Revised Date(s)	9/14/2011
Statement of Purpose	<p>Eastern Michigan University recognizes that misunderstanding may sometimes arise in the administration of its personnel policies. It is the purpose of this policy to provide for the establishment of a formal procedure and appeal process for all nonbargained-for employees of the University, including all regular part-time and full-time executive, administrative, professional and confidential clerical employees of the University, except for the President. An attitude of cooperation, understanding and problem solving, and emphasis upon the resolution of disputes at the lowest possible level, is expected to pervade the entire dispute resolution process.</p> <p>This procedure shall provide that if the dispute concerns the discharge of an employee, for illegal discrimination, retaliation, or harassment, under any federal, state or local civil rights statues, ordinances, rules or regulations, including, but not limited to, the Michigan Elliot-Larsen Civil Rights Act, the Michigan Handicappers', Civil Rights Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the Family Medical Leave Act, the employee may initiate the dispute resolution procedure and ultimately appeal the matter to final and binding arbitration. Arbitration shall be the employee's exclusive remedy for the types of statutory claims references above. The decision of the arbitrator or the right to arbitrate under this policy shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or local court or before any administrative agency with respect to any dispute which is arbitrable under this policy. The arbitrator's decision when made in accordance with the arbitrator's jurisdiction and authority shall be final and binding upon the employee and the University. Neither the dispute resolution procedure nor the arbitration procedures modify the at-will nature of employment for employees covered by this policy.</p>		
Scope of Coverage	<p>This policy covers the following nonbargained-for employees of the University: all regular part-time and full-time executive, administrative professional and confidential clerical employees.</p>		
Procedures	<p>I. REGULATION AND DEFINITIONS:</p> <p>A. Definition of Dispute</p> <p>The dispute resolution procedure is a review process whereby an employee may exercise the right to address matters directly associated with his or her employment.</p>		

A dispute is defined as a complaint by an employee that there has been a violation, misinterpretation, or misapplication of: (1) an express written term of official University personnel policy, procedure, rule or regulation which pertains to the employee's wages, hours, terms and conditions of employment, or (2) a federal, state or local civil rights statute, ordinance, rule or regulation, under which the employee can or may seek monetary damages or injunctive relief for illegal discrimination or harassment including, but not limited to, (1) the Michigan Elliot-Larsen Civil Rights Act, (2) the Michigan Handicappers' Act, (3) Title VII of the CMI Rights Act of 1964, (4) the Americans with Disabilities Act, (5) the Age Discrimination of Employment Act, and (6) the Family Medical Leave Act.

B. Time Limits

Time Limits set forth in this procedure for filing and appealing disputes, holding meetings, and issuing answers must be strictly observed. Upon mutual agreement of the University's Director of Employee Relations and the employee, time limits may be extended. If a response by a University representative is not provided within the time limits, the dispute shall automatically be advanced to the next step of the dispute resolution procedure. If the employee does not appeal the dispute from one step to another within the time provided for doing so, the dispute shall be considered settled on the basis of the University's last answer.

C. Modification of Procedure

Step 1 and 2 of this procedure may be bypassed upon agreement of the Director of Employee Relations and the employee where the origin of the dispute, the operational unit involved, or the content and scope of the dispute makes impractical the procedure as herein provided.

D. Formal Requirements of a Written Dispute:

1. No matter shall be subject to the dispute resolution procedure unless it is presented, in writing, by an employee within twenty (20) work days of the date the employee became aware, or reasonably should have become aware, or the action complained of. Disputes not presented within this time period shall be barred.

For purposes of computing working days pursuant to this policy Saturdays, Sundays, and holidays shall be excluded:

A written dispute shall contain the following:

- a. Signature of the employee.
- b. A synopsis of the facts giving rise to the alleged violation, including its date of occurrence.
- c. Cite the specific provisions of official University personnel policy, procedure, rule or regulation, or the provisions of any applicable federal, state, or local statutes, ordinances, rules or regulations, alleged to have been violated.
- d. Specify the relief requested.

Any written dispute not in accordance with the above requirements shall be rejected as improper. Such a rejection shall not extend the time limitation for filing of the dispute.

E. Assistance in Dispute Meetings

To facilitate free expression and problem solving between the immediate supervisor and the employee, outside representation is not provided for at the oral discussion level.

In the processing of a written dispute, an employee may, but shall not be required to, select any individual to act as her or her representative during a meeting. If the representative is a University employee, the representative will not lose pay for attending meeting held during the representative's normal working hours. All other expenses or costs incurred for representation shall be borne by the employee.

F. No Loss of Pay

An employee's attendance at a meeting held during his or her normal working hours shall be with pay. Any time spent by the employee in formulating, preparing, or investigating a dispute shall be done outside the employee's regular work schedule and shall be without compensation.

G. Designated Representatives

References made in the procedure to supervisor, the Head of the Department, the Director of Employee Relations, the Dean of the College, and the Divisional Vice President, shall also include their authorized designated representative.

II. PROCEDURAL STEPS

STEP I

- A. An employee with a dispute shall first discuss and try to resolve the matter informally with his or her immediate supervisor. If the matter is not thereby resolved, the employee may, within twenty (20) work days of the date the employee became aware or reasonably should have become aware of the action complained of, reduce the dispute to writing and submit it to his or her immediate supervisor, with a copy to the Director of Employee Relations and the Head of the Department.
- B. Within ten (10) work days after the receipt of the written dispute, the supervisor will give the employee a written answer to the dispute with a copy to the Director of Employee Relations and the Head of the Department.

STEP II

- A. If the dispute is not resolved by the Step I response, the employee may, within ten (10) work days after receipt of Step I answer, appeal the dispute, in writing, to the Head of the Department with a copy of the employee's supervisor the Director of Employee Relations, the Dean of the College (if applicable), and the Divisional Vice President.
- B. Within ten (10) work day after the receipt of the Step I appeal, the Head of the Department shall meet with the employee, the employee's representative (if any), and the employee's supervisor to discuss the dispute.
- C. Within ten (10) work days after the Step H meeting, the Head of the Department shall give the employee a written answer to the dispute with a copy to the employee's supervisor, the employee's representative (if applicable), the Director of Employee Relations, the Dean of the College (if applicable), and the Divisional Vice President.

STEP III

- A. If the dispute is not resolved by the Step II response, the employee may, within ten (10) work days after receipt of the Step II answer, appeal the dispute in writing, to the director of Employee Relations, with a copy to the employee's supervisor, the Head of the Department, the

Dean of the College (if applicable), and the Divisional Vice President.

B. Within then (10) work days after the receipt of the Step III appeal, the Director of Employee Relations shall meet with the employee, the employee's representative (if any), the Head of the Department, the Dean of the College (if applicable), and/or the Divisional Vice President, to discuss the dispute.

C. Within fifteen (15) work days after the Step III meeting, the Director of Employee Relations shall give the employee a written answer to the dispute with a copy to the employee's representative (if applicable), the employee's supervisor, the Head of the Department, the Dean of the college (if applicable), and the Divisional Vice President. Except as hereinafter provided, the Director of Employee Relations' disposition of an employee's dispute shall be final and binding and shall not be subject to further appeal.

STEP IV

Binding Arbitration of Certain Limited Disputes

If the dispute concerns the discharge of an employee, for illegal discrimination, or retaliation, or harassment, under any federal, state, or local civil rights statues, ordinances, rules or regulations, including, but not limited to, (1) the Michigan Elliot-Larsen Civil Rights Act, (2) the Michigan Handicappers' Act, (3) Title VII of the Civil Rights Act of 1964, (4) the Americans with Disabilities Act, (5) the Age Discrimination of Employment Act, and (6) the Family Medical Leave Act, the employee may initiate the dispute resolution procedure and ultimately appeal the matter to final and binding arbitration. Arbitration shall be the employee's exclusive remedy for the types of statutory claims referenced above. The decision of the arbitrator or the right to arbitrate under this policy shall be a complete defense to any suit, actions, or proceeding instituted in any federal, state, or local court or before any administrative agency with respect to any dispute which is arbitrable under this policy.

An employee who is not satisfied with the Director of Employee Relations' Step III answer and desires to have the matter heard in arbitration shall, within twenty (20) work days of receipt of the Director of Employee Relations' Step III answer, give a written

notice to the Director of Employee Relations of his or her intention to arbitrate the dispute. Upon receipt of the notice to arbitrate, the written dispute shall then be submitted to arbitration in accordance with and subject to the following rules and procedures:

1. The parties shall promptly endeavor to agree upon the selection of an arbitrator. If the parties cannot agree upon the selection of an arbitrator within fifteen (15) work days of the Director of Employee Relations' receipt of the employee's notice to arbitrate, the Director of Employee Relations shall provide the employee or his or her designated representative a copy of the American Arbitration Association's "Demand for Arbitration" form. The employee, or his or her designated representative, shall complete and submit the form to the American Arbitration Association and the Director of Employee Relations within ten (10) work days of receipt of same by the employee or his representative. Failure of the employee or his representative to complete and file the "Demand for Arbitration" form with the American Arbitration Association and the Director of Employee Relations within the specified time limits will constitute an agreement to settle the dispute upon the Director of Employee Relations' last answer. If the "Demand for Arbitration" form is timely filed with the American Arbitration Association and the Director of Employee Relations within the specified time limits, the arbitrator shall be selected and the written dispute arbitrated in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
2. The decision of the arbitrator, when made in accordance with his or her jurisdiction and authority, shall be final and binding upon the employee and the University.
3. The arbitrator's fee and approved expenses will be borne by the University and the Employee. A \$100.00 pre-payment, payable to the selected arbitrator, will be required of both the employee and the University before proceeding to arbitration. The balance of the arbitrator's fees and approved expenses will be borne by the University.
4. The arbitrator shall have no authority to add, subtract from, or modify any provisions and the Employers policies, rules regulation, or procedures and any supplements thereto. The arbitration award shall be in writing, signed and dated by the

	<p>arbitrator and shall contain express findings of fact, conclusions of law, and reasons for the award. The arbitrator will apply the governing substantive law and applicable provisions of the Employers policies, rules, regulations, or procedures and any supplements there to. The arbitrator may entertain a motion for summary disposition of any and all claims by either party.</p> <p>5. The remedy of the arbitrator for a covered claim shall be remedies or damages as authorized by applicable state or federal statues or applicable law. The arbitrator shall have no authority to award any other damages, economic or non-economic. A court of competent jurisdiction may enforce an arbitration award and judgment upon said award rendered.</p> <p>6. Final and binding arbitration is the employee’s exclusive remedy for the types of claims specified above. The employee is waiving the right to file a lawsuit to the claims specified above and is agreeing instead to arbitrate the claims.</p> <p>7. This policy is contractual in nature. If any part of the arbitration procedure is ruled illegal or unenforceable, the rest of this arbitration procedure will remain enforceable.</p>
Responsibility	The President of the University or his/her designee has the overall responsibility for implementation of the policy. The Executive Director of Human Resources and/or the Assistant Vice President, Academic Affairs, is responsible for the overall administration and interpretation of this policy.