



Ohio
Wesleyan
University

Staff Handbook

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OHIO WESLEYAN UNIVERSITY
STAFF HANDBOOK
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UNIVERSITY OVERVIEW

Ohio Wesleyan University is a national liberal arts university with a philosophy and curriculum that directly connect traditional liberal arts with international and practical experience. Founded in 1842, Ohio Wesleyan is remarkable for the depth of its academic and pre-professional programs, the international dimension of its curriculum, its focus on community through leadership and service, and its unwavering commitment to linking theory and practice in a global context and in every field of study.

Ohio Wesleyan's charter provides that "the University is forever to be conducted on the most liberal principles, accessible to all religious denominations, and designed for the benefit of our citizens in general." In the spirit of its heritage, the University defines itself as a community of teachers and students devoted to the free pursuit of truth. It develops in its students qualities of intellect and character that will be useful no matter what they choose to do in later life. Ohio Wesleyan judges itself successful when it has accomplished three objectives in its work with students:

To impart knowledge. Ohio Wesleyan offers students the chance to participate in an ongoing dialogue about **society's** cultural past, in the belief that a liberal education communicates what great minds have thought, great artists have created, and great leaders have done. Also included in this aim is new knowledge creation; a liberal education communicates what is being acquired on the frontiers of contemporary inquiry and current advances of the human spirit. The objective of imparting knowledge begins with the conviction that it is intrinsically worthwhile to possess the knowledge and insight transmitted through the humanities, arts, and sciences.

To develop and enhance certain important capabilities of students. As they progress through the curriculum of the University, students make secure the foundation skills of reading, writing, and quantitative analysis. They build on these skills the capacity to think critically and logically, to employ the methods of the different fields of inquiry, and to understand the symbolic languages used to codify and communicate knowledge in **today's** society. They may develop aesthetic sensibilities or creative talents in several fields. Many students learn to integrate theory with practice by preparing for careers within various disciplines and through pre-professional and professional programs.

To develop in students understanding of themselves, appreciation of others, and willingness to meet the responsibilities of citizenship in a free society. A liberal education recognizes that trained sensitivity to private and public value issues, grounded in a sound grasp of various cultural heritages, is important for maturation and for living a good life. It accords high honor to intellectual honesty. Consistent with the **University's** Methodist tradition, Ohio Wesleyan encourages concern for all religious and ethical issues and stimulates its students to examine their own views in light of these issues.

INTRODUCTION

This Staff Handbook is your guide to the personnel practices at Ohio Wesleyan University. Please read it thoroughly – it contains important information about our philosophy and mode of operation, what you can expect from Ohio Wesleyan, and what Ohio Wesleyan expects of you.

We strive to provide a stimulating work environment of learning and achievement, in which employees can reap the many rewards of a job well done. Fresh ideas from employees both new to the University and those who know us well are vital to our continued growth and success. Please make it a habit to talk over suggestions with your supervisor on a frequent basis. We also welcome you to contact the Human Resources Department if, for any reason, you would prefer to talk with us directly about a particular matter.

This Staff Handbook is presented as a matter of information and has been prepared to inform you about **the University's philosophy, employment practices, policies, the benefits provided** to you as a valued employee, as well as the conduct expected from you. In addition to the policies and procedures in this handbook, individual departments within the University may have detailed operational policies and procedures that are not captured in this handbook, but also do not negate or make irrelevant the policies contained in this Staff Handbook.

This Staff Handbook will not answer every question you may have, nor would we want to restrict the normal question-and-answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We hope this guide will help you feel comfortable with us. We depend on you – your success is our success. Please **don't** hesitate to ask questions. Your supervisor will gladly answer them. We believe you will enjoy your work and your fellow employees here. We also believe you will find the University a good place to work.

No one other than an authorized Senior Leadership Team member may alter or modify any of the policies in this Staff Handbook. No statement or promise by a supervisor, manager, or department head is to be interpreted as a change in policy, nor will it constitute an agreement with an employee. The University, at all times, reserves the right to deviate from the policies contained within this handbook if the circumstances warrant and are applicable.

Should any provision in this Staff Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Staff Handbook, but only the subject provision. This Staff Handbook replaces prior policies or prior hourly staff handbooks issued by the University.

We ask that you read this guide carefully, become familiar with the University and our policies, and refer to it whenever questions arise.

AT WILL DOCTRINE

The contents of the Staff Handbook are presented as a matter of information. While this Handbook is not intended to be a book of rules and regulations covering all aspects of your employment, it does include some important guidelines that you should know. Except for the at-will employment provisions, the Handbook can be amended at any time. The Handbook, the plans, policies, and procedures described herein, and the language used herein are not intended to create, nor are they to be construed to constitute, a contract between the University and any or all of its employees. Likewise, neither is this Staff Handbook, the plans, policies, and procedures described herein, nor the language used herein intended to be or is, a guarantee or promise of employment or continuing employment.

Employees are not hired for any definite or specified period of time, even though your wages are paid regularly. Your employment with the University is at will, which means that it can be terminated by the University or you at any time, with or without cause or prior notice. University policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by you and an Officer of the University. There have been no implied or verbal agreements or promises to you that you will be discharged only under certain circumstances or after certain procedures are followed. There is no implied employment contract created by this Handbook or any other University document or written or verbal statement or policy.

Definitions

Employee

For the purposes of the Staff Handbook, an **"employee"** is considered a staff employee. Staff employees include, but are not limited to, members of the senior leadership team, administrators, and full-time, part-time, and temporary staff positions.

Exempt and Non-Exempt

Each employee is designated as either exempt or non-exempt based on federal and state wage and hour laws.

Non-exempt employees are entitled to overtime pay under federal and/or state law at a rate of 1.5 times their regular rate of pay for hours worked over 40 in a work week. Non-exempt employees may also be referred to as **"hourly employees"** in other policies.

Exempt employees are exempt from the overtime requirements of federal and state law and are not entitled to overtime pay. Exempt employees receive a salary that is intended to compensate them for all hours worked in each work week. Exempt employees are expected to work the hours required to meet their work responsibilities. Exempt employees may also be referred to as **"salaried employees"** in other policies.

Full-time, Part-time, and Temporary Employees

Category	Explanation
Regular Full-time	Scheduled to work a minimum of the full academic year and at least 1,300 hours per year. Eligible for all University benefits.
Part-time	Work a regular, pre-arranged schedule but less than 1,300 hours per year. Those who work at least 1,000 hours per year are eligible for some University benefits.
Temporary and Seasonal	Work full-time or part-time, less than 6 months. Work less than 1,000 hours per year. An employee who is scheduled to work on a specific need of the University. The employee will not receive any benefits unless specifically authorized in writing.

Dependents

For the purposes of the Staff Handbook, a **"dependent"** is the biological child, stepchild, or legally adopted child of the employee that he or she claimed on the prior **year's** federal tax return and/or intends to claim on the federal tax return for the current year.

This definition is used throughout the handbook except as it pertains to health insurance. According to the Affordable Care Act, individuals who at one point in their life had been listed as a dependent on their **parent's** federal tax return are eligible to be included under their **parent's** health insurance up to the age of 26.

Spouse

An individual whose relationship with the employee is recognized as a legal marriage in the state where the marriage took place or, if legally married outside the United States, whose marriage would be recognized as legal under the law of at least one state.

Senior Leadership Team

A Senior Leadership Team member is an individual responsible for a division of the University who reports directly to the President.

Anniversary Date/Date of Hire

The employee's most recent date of hire is his or her official employment anniversary date.

Work Week

The standard work week for the University will begin at 12:01 a.m. Monday and end at midnight the following Sunday.

Pay Periods

Non-exempt employees are paid biweekly (26 pay periods) on alternating Fridays by direct deposit. Exempt employees are paid monthly on the first of the month. If the first of the month falls on a weekend, the pay date is the preceding Friday, except at the end of December when the pay date is the first business day in January.

GENERAL UNIVERSITY POLICIES

Equal Employment Opportunity (EEO)/Non Discrimination

It is the established policy of Ohio Wesleyan University to provide equal employment opportunities to all qualified persons and to administer all aspects and conditions of employment without regard to race, color, sex, gender, gender identity and/or expression, sexual orientation, pregnancy, marital status, ethnicity, religion, national origin, ancestry, age, physical or mental disability, genetic information, military/veteran status or any other protected classification, in accordance with applicable federal, state, and local laws. Equal employment opportunity includes, but is not limited to, employment, training, promotion, demotion, transfer, compensation, benefits, discipline, leaves of absence, termination and other terms, conditions and privileges of employment.

Harassment and Sexual Harassment and Title IX

This policy is currently under revision and will be replaced with an updated policy as soon as it is available.

If you feel you have been subjected to any form of harassment, sexual harassment or other form sexual misconduct or discrimination, please contact the Assistant Vice President of Human Resources, Title IX Coordinator or your Senior Leadership Team member to initiate a report.

Sexual Relationships between Staff and Students

Ohio Wesleyan prohibits sexual relationships between a staff member and an Ohio Wesleyan student, excluding relationships that began prior to employment. Relationships in which a differential of power exists between parties increase the risk of exploitation, favoritism, bias, and conflicts of interest. This policy is intended to help protect the academic and institutional integrity of Ohio Wesleyan by reducing the potential for these problems or the perceptions of them that might otherwise occur.

Guidelines for Overnight Travel and Lodging

Ohio Wesleyan University appreciates the efforts of those who travel on University business and wants to ensure that faculty, staff, and students enjoy a safe, secure, and productive trip.

Faculty and staff who are spouses/partners, immediate family members, or of the same sex may be asked to share a room, provided a separate bed/cot is available for each individual in the room. The University does not expect nor does it condone University faculty or staff sharing a bed while on travel sponsored in whole or in part by the University (spouses/partners are excluded if they so choose). If an individual presents as a gender different from one's sex assigned at birth, individuals may not be compelled to share a room, but may do so if all individuals agree. Faculty and staff are not permitted to sleep in the same room as students, and male faculty and staff may not be present in the rooms of female students, and vice versa. The only exception to the above would be travel that requires staying in a common **"bunk room"** where mixed genders and mixed employee and student groups would commonly stay.

In emergency circumstances, exceptions to the above will be made as it is impossible to predict and plan for every potential situation that may arise while traveling. Any exception must be clearly communicated to and agreed upon by all involved parties. In addition, the exception must be communicated to the Senior Leadership Team member responsible for the traveling activity.

Immigration Law Compliance

All individuals hired by the University will be required to establish and certify their identity and right to work in the United States. Individuals employed by the University will be required to produce, within 3 business days of their date of hire, proof of identity and eligibility to work in the United States. All individuals hired by the University will be required to certify on the appropriate Form I-9 their identity and right to work in the United States.

ADA/Accommodation

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA), are federal laws that require employers with 15 or more employees not to discriminate against applicants or employees with disabilities. The ADA also requires such employers to provide reasonable accommodations to applicants and employees unless doing so would cause undue hardship.

Ohio Wesleyan University is committed to providing individuals with disabilities equal opportunities in all phases of employment. Ohio Wesleyan University will, in good faith, provide reasonable accommodations for its qualified applicants and employees as required by the Americans with Disabilities Act of 1990, as amended (the **"ADA"**) and the **Rehabilitation Act of 1973, as amended, and their implementing regulations**, and consistent with university anti-discrimination policies.

Retaliation against an individual with a disability for requesting an accommodation is prohibited.

- Employees and applicants must identify themselves as having a disability and request reasonable accommodation. The University has no duty to seek out and determine the need for an accommodation absent a request from an employee or applicant.
- Employees and applicants must be qualified in order to be eligible to receive accommodations.
- The University is not required to eliminate an essential job function as an accommodation for a disability. **"Essential job function"** is a fundamental function of the position.
- The University is not required to lower performance standards – whether qualitative or quantitative. The University may, however, have to provide reasonable accommodation to enable an employee with a disability to meet a performance standard.
- Cost or other impact of a requested accommodation may be measured against the **accommodation's** efficacy in determining whether it is reasonable.
- No change or modification is required if it would cause undue hardship to the University. Undue

hardship refers not only to financial difficulty, but to accommodations that are unduly extensive, substantial, or disruptive, or those that would fundamentally alter the nature or operation of the **University's** work.

- The University will attempt to provide the reasonable accommodation requested, but may choose among reasonable accommodations as long as the chosen accommodation is effective. Through an interactive process, the University may offer alternative suggestions for reasonable accommodations and discuss their effectiveness in removing the workplace barrier that is impeding the individual with a disability.
- The University has no duty to provide personal use items needed to accomplish daily activities both during and outside of working time. This includes items such as eyeglasses, hearing aids, and prosthetic limbs.

It is the policy of the University to comply with all federal and state laws concerning the employment of persons with disabilities and act in accordance with applicable law. Furthermore, it is our University policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions, and privileges of employment.

When an individual with a disability is requesting accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety, and wellbeing of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

The University will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the University. Contact the Director of Human Resources with any questions or requests for accommodation.

All employees are required to comply with University safety standards. Current employees who pose a direct threat to the health and/or safety of themselves or other individuals in the workplace will be placed on appropriate leave until a University decision has been made in regard to the **employees'** immediate employment situation.

Individuals currently using illegal drugs are excluded from coverage under the university ADA policy.

The Human Resources Department is responsible for implementing this policy, including resolution of reasonable accommodation, safety/direct threat, and undue hardship issues.

Lactation Accommodation

The University supports breastfeeding mothers by accommodating the mother who wishes to express breast milk during her workday when separated from her newborn child. The provisions of this Lactation Policy meet the requirements of the FLSA as it relates to breaks for nursing mothers.

For up to one year after the **child's** birth, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her newborn. The University has a designated space for this purpose (please ask your supervisor or the Human Resources Department for further clarification on location). Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any non-conforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration and tampering. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Family and Medical Leave Act (FMLA)

The University shall comply fully with the federal Family and Medical Leave Act (FMLA). The FMLA requires employers with 50 or more employees to provide eligible employees with unpaid leave. The following provides a general overview of two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy. A "year" for these purposes is a rolling 12-month period measured backward from the date an employee uses any FMLA leave (Note: Employees with any further questions about their eligibility for FMLA leave should contact the Human Resources Department for additional information).

Employees are eligible for FMLA leave if they:

1. Have worked for the University for at least 12 months;
2. Have worked at least 1,250 hours for the University during the 12 calendar months immediately preceding the start of the leave; and
3. Are employed at a work site that has 50 or more University employees within a 75-mile radius.

Basic FMLA Leave. Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

1. To care for the **employee's** son or daughter during the first 12 months following birth;
2. To care for a child during the first 12 months following placement with the employee for adoption or foster care;
3. **To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;**
4. For incapacity due to the **employee's** pregnancy, prenatal medical or child birth; or
5. Because of the **employee's** own serious health condition that renders the employee unable to perform an essential job function.

Reduced Leave Schedule or Intermittent Leave

In the case of your own serious health condition or that of your covered relation (as defined by the FMLA), you may request that FMLA leave be taken on a reduced leave schedule (i.e., shorter work hours or a shorter work week) or intermittent basis, if your health care provider or the family **member's health care provider deems** it to be medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the **University's** operations.

Definition of Serious Health Condition

For the purposes of this policy, a "**serious health condition**" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from **performing the functions of the employee's job, or prevents the qualified family member from** participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Advance Notice

Thirty days advance notice of FMLA leave is required when the need for leave is foreseeable. The employee is responsible for submitting paperwork to the Human Resources **Department's** FMLA Administrator documenting the need for FMLA leave and obtaining approval in advance. If the

leave is unforeseeable (e.g., medical emergency), then you must give the University notice as soon as practicable after you become aware of the need for such leave and generally must comply with normal call-off procedures.

If an employee fails to give 30 **days'** notice of need for leave that was clearly foreseeable, and the employee has no reasonable excuse for the delay, the University may deny FMLA leave until at least 30 days after the employee provided notice.

When leave is needed for the serious health condition of the employee or his/her spouse, son, daughter, or parent, and is for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the **University's** operations.

Medical Certification

If an employee is requesting unpaid leave due to the serious health condition of a family member or his or her own serious health condition, the employee must submit a written certification from a health care provider. The employee must provide the requested certification to the University within 15 days after receipt of the certification paperwork, unless it is not practical under the particular circumstances to do so despite the **employee's** good faith efforts. If an employee fails to provide certification within 15 days, and there are no special circumstances, the beginning and/or continuation of the **employee's** leave will be treated as a non-FMLA absence under the **University's** usual attendance policies until the employee provides the certification. If the medical certification is incomplete or lacking information, the employee will be notified in writing of the deficiency and will have 7 calendar days to cure the deficiency.

The University may require second or third opinions at its expense (except in the case of certifications for Caregiver Military Leave completed by health care providers affiliated with the Departments of Defense or Veterans Affairs or the TRICARE network).

To take FMLA leave on a reduced leave schedule or on an intermittent basis, the written certification from the health care provider must confirm the medical necessity of such a request. Employees must also inform the University if the requested leave is for a reason for which FMLA leave was previously taken or certified.

All employees returning from FMLA leave for their own serious health condition must provide medical certification of their fitness to return to work before they actually begin working. In addition, employees may be required to provide periodic recertification during their FMLA leave, but will not be required to do so for Military Family Leave to care for a covered service member.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of employees or their family members, except as specifically allowed by GINA. In order to comply with this law, employees and their health care providers should not provide any genetic information when responding to a request for medical information. "Genetic information," as defined by GINA, **includes an individual's family medical history, the results of an individual or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.**

Compensation during Leave

FMLA leave is unpaid. However, if the employee has accrued sick and vacation days, he/she is required to substitute this paid leave for all or part of any otherwise unpaid FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the **University's** normal paid leave policies.

Any paid leave that is used during the FMLA leave will run concurrently with FMLA leave, and will not extend the leave to which the employee is entitled. Similarly, time during which an employee is off work for his or her serious health condition and is receiving **workers'** compensation benefits or disability benefits will run concurrently with FMLA leave.

Benefits

Health insurance continues during the qualifying FMLA leave period with the University and the employee paying their regular contributions, provided such insurance was provided before the leave was taken. Employees should consult with the Human Resources Department concerning these payments before taking the leave. If paid leave is substituted for unpaid FMLA leave, health **insurance and other premiums will continue to be deducted from the employee's paycheck as normal.** In some instances, the University may recover premiums it paid to maintain health coverage for an employee who fails to return to work following FMLA leave. Should FMLA leave extend beyond the employees accrued sick and/or vacation time resulting in insufficient compensation in the form of a paycheck, the employee will be invoiced for their portion of any monthly insurance premiums that are due until the employee is able to return to work and continue payroll deduction for those premiums.

Returning from Leave

Ordinarily, on return from FMLA leave, employees will be placed in their previous position or an equivalent position with equivalent pay and benefits. If, however, an employee fails to return to work at the end of his/her leave, his/her employment may be terminated. In addition, an employee returning from FMLA leave will have no greater rights to job restoration or any other benefits than if the employee had been continuously on the job instead of on leave. You should contact the Human Resources **Department's** FMLA Administrator to confirm your intention to return to work at least 2 business days prior to the date your leave expires.

General Information

The FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

State Family and Medical Leave Laws

To the extent that state law provides family or medical leave rights greater than those available under the FMLA, the University will comply with all applicable state law requirements.

Military Family Leave - There are two types of Military Family Leave available:

1. Qualifying exigency leave. Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the **employee's** spouse, son, or daughter, is on or is called to "**covered active duty**" in the Armed Forces (including the National Guard or Reserves) in a foreign country. To qualify for this leave, employees are required to submit certification of the qualifying exigency. Such certification must be submitted in the same manner as described above for medical certification. Qualifying exigencies may include:
 - o Short-notice deployment (up to 7 calendar days)

- o Attending certain military events
 - o Arranging for alternative childcare
 - o School activities
 - o Addressing certain financial and legal arrangements
 - o Periods of rest and recuperation for the service member (up to 15 calendar days)
 - o Attending certain counseling sessions
 - o Parental care (of military **member's** parent)
 - o Attending post-deployment activities (available for up to 90 days after the termination of the covered service **member's** active duty status)
 - o Other activities arising out of the service **member's** active duty or call to active duty and agreed upon by the university and the employee
2. Leave to care for a covered service member. There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave during a single 12-month period to care for a spouse, son, daughter, parent, or next of kin who is a covered service member. This leave can be taken intermittently. Leave not taken within the 12-month period is forfeited. Leave taken to care for a covered service member counts against an **employee's** Basic FMLA Leave entitlement. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list, for a serious injury or illness; (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

To qualify for this leave, employees are required to submit medical certification of the serious injury or illness of the covered service member. This certification must be submitted in the same **manner as medical certification under the University's FMLA policy, except that: (1) the University will accept invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued to a family member to join an injured or ill service member at his or her bedside in place of a completed certification form; and (2) the University will accept as certification of the service member's serious injury or illness documentation of his or her enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.**

If an ITO or ITA is submitted, the employee is required to confirm the familial relationship to the service member. If documentation of enrollment in the Program of Comprehensive Assistance is submitted, the employee is required to confirm the familial relationship and to provide documentation of the **veteran's** discharge date and status.

After the leave, the employee must be restored to the same or essentially same position held before the leave. Health care benefits will be maintained during the leave.

Extended Leave of Absence

The University recognizes that there may be limited occasions when an employee needs time off beyond what is available under the **University's** paid and unpaid leave policies. For example, an employee may be unable to return to work after exhausting FMLA leave or may not be qualified for FMLA leave. In such instances, the employee may request an unpaid extended leave of absence from the University. Employees requesting an extended leave of absence must submit a written request stating the purpose of the leave to their supervisor at least 30 days prior to the requested starting date of the leave, or, if it is not possible to provide 30 **days'** notice, as soon as the employee becomes aware of the need for an extended leave of absence.

Generally, the maximum duration of this leave, when combined with 12 weeks of exhausted FMLA leave, will be 12 months. However, at the sole discretion of the University, and in accordance with applicable law, this leave may be extended beyond 12 months if exceptional circumstances exist. Employees placed on extended leave of absence do not retain employment rights guaranteed under the FMLA. The decision

to grant any extended leave of absence under this section is up to the discretion of the University based on all of the circumstances at the time that the request is made. The leave must not disrupt the **University's** operations and may be cancelled at any time for business necessity. Approval of an extended leave of absence up to six months must be approved by the divisional Senior Leadership Team member in consultation with the President. Approval of leaves exceeding 6 months must be approved by the President. Employees who are unable to return to work following the expiration of their extended leave of absence will be terminated.

In the case of extended leaves of absence based on personal illness or injury, an employee must provide the University with a **physician's** statement identifying the nature of the **employee's** illness/injury, the length of time during which the employee will be unable to work, and the date the employee is scheduled to be released to return to work. The employee is also required to provide the University with a **physician's** release before returning to work. For extended leaves of absence based on the illness or injury of another, an employee may be asked to provide medical certification from that **person's** physician.

Employees do not accrue vacation time or sick time while on an extended leave of absence.

Eligibility to continue participation in and election of group benefit plans while on an extended leave of absence is governed by the plan or policy. Payment of premiums for such plans is **the employee's** responsibility during the leave.

Attendance/Tardiness

Attendance is a major concern of the University. Unsatisfactory attendance, including excessive tardiness and leaving work early, is considered unacceptable performance.

If you are ill, injured, or an unexpected emergency arises that prevents you from coming to work, you must notify your supervisor no later than 30 minutes after the start of your scheduled work day. If your supervisor is not available, you should contact the divisional member of the Senior Leadership Team. If you are physically unable to contact the University, you should direct another person to make contact on your behalf. Leaving a message with a fellow staff employee or with the answering service is not considered proper notification.

When you inform your supervisor that you will be absent, you are to advise the University of your expected date of return. The University reserves the right to require proof of illness, injury or accident, including a **doctor's** statement(s) or notice(s), for any temporary disability.

Repeated absences, excessive absences (excused or unexcused), or a pattern of absences are unacceptable job performance. If you are absent for 3 consecutive work days and have not provided proper notification, the University will assume that you have abandoned your position, and you may be treated as having voluntarily terminated your employment with the University.

If you become ill at work, notify your supervisor immediately. If you are unable to perform your job tasks, you will be either sent to a doctor or your home.

You shall be at your work site at the start of your scheduled work time, prepared to begin work or resume your work duties. If you are not, you will be considered tardy. Excessive tardiness constitutes unacceptable work performance. The University does not categorize tardiness as excused or unexcused. If you are tardy, you may be subject to progressive disciplinary action.

All absences are to be arranged for as far in advance as possible. This includes vacations and time off for other reasons.

Confidentiality

Much of the information gathered, retained, or generated by the University is confidential. There shall be

no disclosure of any confidential information to anyone outside the University without appropriate authorization.

Many Ohio Wesleyan University employees have access to confidential information about the University, employees, students, or other data. In the wrong hands, this information could harm students, the University, or others.

Confidential information includes, but is not limited to, University financial information, data from University computers, employee data, student data, donor and alumni data, or any other information deemed confidential by the University.

Employees may not directly or indirectly reveal, report, publish, disclose, or transfer confidential information without the approval of their supervisor.

Employees are encouraged to be cautious with confidential material and to keep it secure at all times, both at work and when off duty.

Student Records and Privacy Rights

Student record information is confidential and private. Ohio Wesleyan allows for the release of student record information only in accordance with both the Family Educational Rights and Privacy Act of 1974 and University policy. The one exception is directory information. Directory information is considered public information and may be released without a student's prior consent.

Conflicts of Interest

The University is judged by the collective and individual performance of its officers and employees. The University has a particular interest in preserving its reputation and the reputation of its employees for the utmost honesty and integrity. Thus, the University holds itself and its employees to the highest standards of lawful and ethical conduct.

Therefore, you must be very careful that your relationships with students or vendors or other activities do not subject you or the University to question or undue criticism. You must refrain from engaging in any activity that could be in conflict with your status as a University employee. This includes the use of your position with the University for personal profit or advantage or entering into transactions or relationships where it may appear you have a conflict of interest, are improperly benefiting from your affiliation with the University, or are violating laws governing fiduciary relationships. Good judgment and common sense are to supplement these provisions to avoid even the appearance of impropriety.

If you question the propriety of a transaction or activity, you should seek guidance from your supervisor or member of the Senior Leadership Team of the University. If necessary, you should seek written approval.

Outside Activities

You may engage in outside employment or degree-seeking activities during non-working hours, provided that such activities do not interfere with your job performance or constitute a conflict of interest. Prior to accepting outside employment, you are to notify your supervisor in writing. The notice must contain the name of the potential employer, the title and nature of the position, the number of working hours per week and the time of scheduled work hours. If at any time the position constitutes a conflict of interest or interferes with your University job, you may be required to curtail or terminate such activity.

New Hire Orientation

The first 60 days after the hire date for employment at Ohio Wesleyan constitutes the new hire orientation period. During this period, an **employee's** abilities and work performance should be regularly evaluated by the supervisor. If for any reason, on or before the end of this 60 day period, it is determined that an employee is not suited for the job for which he or she was hired, or if the employee decides it is not the

position he or she wants, the employment may be terminated at that time. If an employee decides to leave his or her job during the new hire orientation period, he or she may do so without it being negatively considered in the job application process for a future job at the University. Successful completion of the new hire orientation period does not alter an **employee's** at-will status.

Reporting Improper Deductions from Salary of Exempt Salaried Employees

Exempt salaried employees are paid a predetermined salary each pay period that is intended to compensate them for all hours worked in each work week during the pay period. Subject to the exceptions listed below, exempt salaried employees must receive their full salary for any workweek in which they perform any work, regardless of the number of days or hours worked in that workweek.

Federal law permits deductions from the salary of exempt salaried employees for the following reasons:

- Full day absences for personal reasons (other than sickness or disability)
- Full day absences for sickness or disability when the employee does not have any paid time off available
- When the employee does not work a full week in the first or last week of employment
- Disciplinary suspensions of one or more full days for violation of University policies
- Penalties for violations of safety rules of major significance
- To offset amounts received as payment for jury and witness fees or military pay
- Partial or full day absences for unpaid FMLA leave. In such instances, the University may pay a proportionate part of the full salary for time actually worked.

In addition, deductions may be made for federal, state, or local taxes; court-ordered garnishments; contributions to benefit plans (e.g., insurance); and other reasons authorized by the employee in accordance with federal and state law.

All University supervisors and management employees are prohibited from making any improper deductions from the salaries of exempt employees. Employees who believe that an improper deduction has been made from their salary should immediately report this information to the Payroll Manager in the Human Resources Department. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

BENEFITS

General Benefits Statements

Employee benefits are an important component in an **employee's** total compensation at Ohio Wesleyan. The University is committed to developing and providing a comprehensive package of benefits to assist employees in staying healthy and financially secure throughout their career with the University. The University intends to continue the benefits outlined in the Staff Handbook, but reserves the right to terminate or amend the benefits in any way.

Please speak with your supervisor or the Human Resources Department if you have any questions regarding the current benefits offered, the providers utilized, the type of coverage, and the cost associated with each benefit. We hope that you will find the benefits program to be comprehensive and the University will continue in our efforts to bring quality and cost-effective benefits to our employees.

Payroll and Direct Deposit

All employees are required to be paid by direct deposit to the financial institution(s) of their choice. Employees may choose to have their pay deposited to a maximum of three different accounts. **Health,**

Welfare, and Retirement Benefits

The University offers an array of benefits to provide for the health and welfare of staff members. Many of these benefits are revised annually. Please speak with the Human Resources Department regarding the benefits offered and coverage. The benefits listed below are only available to Regular Full-time employees of the University unless otherwise indicated. The descriptions below are intended to provide only brief summaries and the official Plan documents will address any specific questions. A general description of the benefits follows:

Health Insurance: A self-funded partnership between the University and employees to provide single, dependent, and family healthcare coverage. Employees accepting an offer of employment after July 1, 2020 will have access only to the HSA Plan for their medical insurance needs.

If two employees are married and utilize University health insurance, the salary of the higher-earning employee will be used to determine benefit premiums.

Dental Insurance: Voluntary employee funded coverage for network-based dental care.

Vision Insurance: Voluntary employee funded coverage for annual eye examinations, frames, and other services.

Employee Assistance Program (EAP): Drug or alcohol counseling is available for all employees of Ohio Wesleyan through the University Employee Assistance Program. Treatment, rehabilitation, re-entry programs, and other resources are available through Ohio **Wesleyan's** Employee Assistance Program.

Basic Life Insurance: University-paid policy at two times **employee's** annual earnings, with a maximum benefit of \$150,000 at the time of death.

Accidental Death & Dismemberment Insurance (AD&D): University paid policy at three times the **employee's** annual salary up to a maximum of \$400,000.

Employee-paid Additional Life Insurance: Employees have the option to purchase additional life insurance coverage.

Flexible Spending Plans (Section 125): Use pre-tax earnings to pay for eligible medical expenses, including eligible dependent or spouse expenses.

Retirement Plans: Regular full-time and part-time employees who work a minimum of 1,000 hours annually may immediately elect to make pre-tax contributions up to the annually established IRS maximum. See the Plan Document for details regarding the forms of compensation that are eligible for deferral. During the first 2 years of employment, Ohio Wesleyan will match up to the first 5% of eligible pre-tax dollars contributed by the new employee into the Defined Contribution Retirement Plan. Ordinarily, after 2 years of consecutive full-time or eligible part-time employment, Ohio Wesleyan will contribute 8.7% of eligible compensation to the plan, however, if a new employee has previously worked for a nonprofit institution, and maintains and participates in a current 403(b) contract for a minimum of a 2 year period, the University will waive the 2 year waiting period and will immediately begin contributing the 8.7% contribution on behalf of the employee.

Part-time employees who work less than 1,000 hours annually are eligible to make voluntary contributions to the plan; however, they will be ineligible to receive any employer contribution or employer matching contribution. Federal Work Study Student Workers and other Student Workers are not eligible to participate in the plan. Please obtain a copy of the summary plan description for the Ohio Wesleyan University Defined Contribution Retirement Plan and Tax Deferred Annuity Plan for additional information concerning the retirement plan.

Retiree Health Insurance Program: The University will partially underwrite the cost of a retiree health

insurance program for employees who meet the following eligibility requirements at the time of retirement.

- Hired before September 1, 1999
- Exempt employees: age 62 with 15 years of service OR Non-exempt employees: age 55 with 10 years of service
- Plan participants must stay enrolled in the plan to maintain eligibility

As of January 2015, the University offers staff hired after September 1, 1999, and retiring at age 65 access to a group retiree healthcare plan without a supplement from the University. These retirees must maintain coverage to be eligible for the plan.

Overtime for Non-exempt Employees

The University recognizes the overtime pay provisions of the Fair Labor Standards Act (FLSA). Non-exempt employees covered by the Fair Labor Standards Act will receive overtime pay for hours worked (not paid) over 40 in a workweek at a rate not less than time and one-half their regular rates of pay. Overtime pay is for the hours worked and does not include sick leave, jury duty leave, bereavement leave, or other paid time off. Non-exempt employees are not eligible for stipend payments.

Allowances

The University will pay certain employees allowances (uniform, cell phone, etc.) to improve University operations. Please speak with Human Resources or your supervisor concerning allowances related to your position.

Vacation

Regular Full-time exempt and non-exempt employees are eligible for vacation time. Part-time employees who work a minimum of 1,000 hours per year are eligible for pro-rated vacation time. Vacation hours earned for non-exempt employees are based on the hours normally worked and the length of service to the University. Vacation accrual limits are based upon length of service. The following table outlines the accruals and limits for non-exempt employees. The University recognizes vacation and sick leave as the primary categories of employee paid time-off.

Non-exempt Employees per Pay Period

Length of Service	Accrual Rate Per Hour	Annual Days Accrued	Maximum Days Accrued
Less than 5 years	0.05	13	25
5 to 14 Years	0.0693	18	30
Over 14 years	0.0885	23	35

Exempt Employees per Pay Period

Length of Service	Days Accrued Per Pay Period	Annual Days Accrued	Maximum Days Accrued
All Years	1.83	22	44

Exempt staff who work less than 12 months per year will receive a prorated number of vacation days. Use of vacation time is subject to supervisor approval. Employees are not permitted to have a negative balance of vacation time and may only utilize accrued time. Vacation time may only be used for days and hours the employee is actually scheduled to work.

Employees are paid for unused vacation leave upon leaving employment at Ohio Wesleyan University for any reason. Payment is limited to a maximum of ten days. Employees may not use vacation days beyond the last day actually worked to receive a vacation payout greater than ten days or extend eligibility for other benefits.

Participation in University sponsored trips as a leader, advisor or chaperone are considered work hours and applicable overtime rules will apply to all non-exempt employees. Employees must obtain approval from their supervisor and the Senior Leadership Team member prior to participation. Participation is at the sole discretion of the University.

Sick Leave and Disability

Sick Leave:

Regular Full-time non-exempt employees can earn up to 12 sick days per year beginning on the first day of Work. The amount accrued each pay period depends on the hours worked. The maximum accrual for Non-exempt employees is 80 days. Non-exempt staff members hired prior to January 1, 2016, are paid unused sick leave upon terminating employment with Ohio Wesleyan subject to certain age restrictions. Eligible employees who terminate at age 65 or older will receive 100% payout. Those terminating at age 62 will receive a 70% payout. Those terminating between age 62 and 65 will receive a prorated payout. Terminating employees under the age of 62 will not receive a payout. Non-exempt staff members hired on or after January 1, 2016, are not eligible for unused sick leave payouts upon departing Ohio Wesleyan University.

Regular Full-time exempt employees can earn up to 1 sick day per month. The maximum accrual for Exempt employees is 60 days. Accrued sick days for exempt staff members are not paid out upon leaving Ohio Wesleyan University.

Part-time employees who work a minimum of 1,000 hours per year are eligible for pro-rated sick days and are subject to the same maximum accruals outlined above.

Sick leave may also be used for family member care and medical, vision, or dental appointments of a family member.

The University reserves **the right to require proof of illness, injury, or accident, including a doctor's statement(s) or notice(s)**, for sick leaves of any duration. Upon the fourth day of sick leave, the University may request the employee to start the FMLA certification process.

Short-term Disability:

Regular Full-time non-exempt employees are eligible for a University-funded short-term disability plan to provide 70% of regular pay up to a maximum of \$1,000 per week when an employee cannot work due to non-work related illness or injury for up to a maximum of 26 weeks. All sick time must be exhausted before beginning short-term disability leave.

Regular Full-time exempt employees are eligible for a University-funded short-term disability plan when an employee cannot work due to non-work related illness or injury for up to a maximum of 26 weeks. Once all accumulated sick time has been exhausted, exempt employees are eligible for a salary continuation plan to provide 70% of regular pay for a maximum of \$1,250 per week for up to 26 weeks.

Long-term Disability:

Regular Full-time non-exempt and exempt employees are eligible for a University-funded program after six months of service. The plan provides 60% of basic monthly salary up to a maximum of \$6,000 after 180 days of disability.

Parental Leave

Regular Full-time staff employees who have been actively working for one full year, are eligible for a paid parental leave. A 6 week paid parental leave will be available beginning upon the birth or adoption of a child of the employee and must be complete within six months of the birth or placement of the adoptive child in the home. Parental leave must be taken together in one block of time (e.g. an employee could take up to 6 consecutive weeks off work). Payment will be based on the **employee's** regularly scheduled

work hours and holiday hours cannot be accrued in addition to paid parental leave. Parental leave schedules must be approved in advance by the Director of Human Resources and the divisional Senior Leadership Team member by completing an FMLA form.

The University should be notified as soon as possible of the employee's need for a parental leave and of the specific period during which the employee expects to be absent. If both parents are employed at Ohio Wesleyan, the options are: 1) one parent can elect to use the parental leave benefit; or 2) the parents can split the parental leave benefit of six weeks between them.

Parental leave is coordinated with FMLA and therefore will count toward the employee's allotted 12 weeks of FMLA leave. Paid vacation leave or sick time may be used to supplement the unpaid FMLA leave for this purpose.

Holidays

The following days will be observed as holidays for Ohio Wesleyan employees:

- **New Year's** Day
- Memorial Day
- Independence Day
- ½ day, the day before Thanksgiving Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Additional days around Christmas and New **Year's** Day or at other times to be determined by Senior Leadership Team annually

When the holiday falls on Saturday, it will be observed on Friday. When the holiday falls on Sunday, it will be observed on Monday. A calendar of official holidays is published annually and is available from the Human Resources Department.

Holiday pay will be based on regularly scheduled daily work hours but never more than eight hours per holiday. Because of the unique nature of the University and the services provided, Ohio Wesleyan reserves the right to schedule work on observed holidays to ensure continuation of essential services.

Academic-year non-exempt employees are paid for some holidays, but not all. Holidays that fall when academic-year employees would not normally be working are not paid as holidays. Typically, academic-year non-exempt employees are paid for the ½ day prior to Thanksgiving, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day and Christmas Day as holidays.

Part-time employees working at least 1,000 hours per year are eligible for holiday pay. Holiday pay will be provided for those days and hours the employee would normally be scheduled to work during periods of holiday. Part-time employees working less than 1,000 hours per year and temporary employees are not eligible for holiday pay.

Any employee on leave of absence will not be provided with holiday pay.

Tuition Remission

Ohio Wesleyan offers three types of tuition benefits for eligible employees, spouses and their dependents. Tuition benefits terminate upon your retirement or separation from the University.

Eligibility:

Regular full-time employees, their spouses, and dependent children are eligible for tuition benefits the semester following date of full-time hire. Dependents can participate only in one tuition remission program at a time. Spouses and dependents are not eligible for the tuition remission programs if they have already earned a **Bachelor's** degree. Dependents and spouses are eligible for tuition remission for up to 8 semesters or 4 academic years if they enroll and are accepted by a participating institution.

In the event of your death while an eligible employee, tuition remission benefits will continue for your spouse and dependents for the duration of their program eligibility. If your spouse and/or dependents are not currently enrolled at the time of your death, they remain eligible for this benefit at Ohio Wesleyan University only. If your spouse remarries they are no longer eligible for this benefit.

Contact the Human Resources Department to obtain the required application form for each of these tuition remission programs.

Ohio Wesleyan Tuition:

Employees, with the approval of their supervisor, may take classes during the normal work day. Time away from work will be unpaid for non-exempt employees and will need to be made up by exempt employees. Non-exempt employees may use vacation time or, if possible, a flexible work schedule to make up the missed time. The **employee's** job performance must remain at an acceptable level while taking classes or the approval will be revoked.

The employee will receive a full-time student tuition benefit at Ohio Wesleyan University if your student is admitted to the University. This benefit covers tuition; it does not include any special fees, off-campus program fees or board fees. Subject to availability and limited to a maximum of four semesters, children of full-time employees will be provided a University housing benefit free of charge. This benefit is applied to the spring semester each academic year. Students are required to purchase a meal plan while living on campus.

GLCA Tuition Remission Exchange Program:

The University participates in the Great Lakes Colleges Association (GLCA) tuition remission exchange (TRE). Participating institutions include the 13 GLCA Colleges and Universities; Grinnell College and Beloit College in association with Associated Colleges of the Midwest (ACM); and Wittenberg University. This 16-college consortium requires that the student secure regular admission to the college, complete the FAFSA annually, and pay the annual participation fee, which is roughly 15% of the average tuition cost. The student must be enrolled full-time and may be eligible for this benefit for up to eight semesters or four years in a degree-granting program. Satisfactory academic progress must be maintained and an application must be submitted annually to continue participation.

Tuition Exchange, Inc.:

Tuition Exchange, Inc. (TE) provides a reciprocal scholarship exchange program for employees, spouses and dependents of eligible employees among almost 600 colleges and universities. As a condition of participation in TE, Ohio Wesleyan must maintain a balanced exchange. Therefore, the number of outgoing students sponsored by Ohio Wesleyan to study at another TE institution (i.e. who are on TE scholarship), must be matched by an equal number of incoming students enrolled at Ohio Wesleyan and sponsored by another TE institution. TE is an *opportunity* for eligible employees and their spouses and dependents but scholarships are not guaranteed. Not all TE candidates are offered scholarships by their top choice schools. The TE reciprocity requirements mean it may be necessary to limit the number of outgoing students. If a TE scholarship is offered and accepted, this is formally awarded by the importing institution and not by Ohio Wesleyan or the Tuition Exchange.

COBRA

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), employees may be allowed to continue their health insurance benefits, at the employee's expense, for up to 18 months after either voluntary or involuntary termination, if the employer has 20 or more employees. The University shall fully comply with this federal law.

To qualify for COBRA continuation coverage, an employee must have a qualifying event that causes the employee to lose group health coverage. The following are qualifying events for:

Employees

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in number of hours worked.

Spouses

- Loss of coverage by the employee because of one of the qualifying events listed above
- Covered employee becomes eligible for Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee.

Dependent Children

- Loss of coverage because of any of the qualifying events listed for spouses
- Loss of status as a dependent child under the plan rules

Voting

If you cannot vote because of your scheduled work hours, you will be given up to one hour to vote in any state or federal election. For non-exempt employees, this time shall not be compensated.

Bereavement

Regular Full-time employees and Part-time employees working at least 1,000 hours per year are eligible for bereavement leave. An employee may be granted up to 3 days with pay to make arrangements for and to attend the funeral of an immediate family member (spouse, child, parents, parents-in-law, siblings, grandchild, or grandparent). On occasion, an exception may be made by the **employee's** supervisor for other close relatives or friends.

An employee may use up to 5 days of accrued sick time for travel or other funeral-related arrangements.

Up to one day with pay is granted for a funeral of a near relative not listed above. Part-time employees working less than 1,000 hours per year, temporary and seasonal, and student employees are not eligible for paid funeral leave.

Jury Duty

The University permits employees to take time off to serve as jurors. Regular Full-time employees and Part-time employees working at least 1,000 hours per year who are required to serve on jury duty receive regular pay for a period not to exceed 4 weeks per year for the time missed and may retain any monies awarded by the court for serving as a juror. Other employees receive unpaid time off for jury duty.

As soon as possible after receipt of a summons and in advance of the jury duty date, employees are required to present a copy of the summons to the Human Resources Department. The summons serves as a basis for authorizing time off. Evidence of jury duty service must be presented to the Human Resources Department upon completion of jury duty. If an employee is excused from jury duty for a day, the employee is expected to report to work.

Military Leave

Employees in the uniformed services, whether voluntarily or involuntarily enlisted, are afforded protections in employment and reemployment upon completion of duty. Employees are not required to use vacation or personal leave for this military leave, but may do so if they wish. If you choose not to use accumulated vacation or personal leave for all or a portion of your military leave, you will be placed on an unpaid military leave of absence.

After one year of continuing full-time employment, the University will pay regular full-time employees serving in the reserves or the National Guard the difference between their regular University pay and the total compensation they receive for their reserve or National Guard service (for a period not to exceed two weeks each calendar year).

An employee on unpaid military leave that exceeds thirty days is suspended from participating in the benefits plans, but can purchase up to 24 months of continued health coverage for self and dependents by paying the full premium plus 2% for the coverage.

Employees returning from military leave have job reinstatement rights as set forth under the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Participation in Criminal, Juvenile, and Grand Jury Proceedings

If an employee is subpoenaed or otherwise ordered to appear as a witness in a criminal, juvenile, or grand jury proceeding, the University will provide the employee with unpaid time away from work for the time required to travel and testify, provided that the employee:

- Has been ordered by a court of law or a government agency to testify as a witness; and
- Will be charged with contempt of court or similar legal sanctions if he or she fails to appear.

If an employee is subpoenaed or otherwise ordered to appear as a witness in a criminal or juvenile proceeding that pertains to an offense against the University or an offense involving the employee during the course of his or her employment, the University will permit paid time away from work to travel and attend the proceeding.

Participation in Criminal and Delinquency Proceedings as Victim

If an employee is a victim of a crime, or is the family member or representative of a victim of a crime, and the employee has been subpoenaed to attend a criminal or delinquency proceeding, the University will provide the employee with unpaid time away from work for the time required to travel and attend the proceeding, provided that the employee:

- Has been ordered by a court of law or a government agency to attend the proceeding; and
- Will be charged with contempt of court or similar legal sanctions if he or she fails to appear.

If an employee is a victim of a crime, or is the family member or representative of a victim of a crime, and a criminal prosecutor **has requested the employee's participation in preparation for a criminal or delinquency proceeding**, the University will provide the employee with unpaid time away from work to travel and participate in the preparation provided that the employee can provide a written request from the prosecutor.

Participation in Other Proceedings

If an employee is subpoenaed or otherwise ordered to appear as a witness in any proceeding other than those described above, the University will provide the employee with unpaid time away from work for the time required to travel and testify, provided that the employee:

- Has been ordered by a court of law or a government agency to testify; and
- Will be charged with contempt of court or similar legal sanctions if he or she fails to appear.

The University will also provide unpaid time away from work for the time required to travel and accompany a minor child who has been subpoenaed to testify as a witness.

General Information

Employees are responsible for notifying their supervisor in a timely manner of jury duty and subpoenaed witness obligations. Once the **employee's** jury or witness obligations are concluded, the employee should return to his or her scheduled shift as soon as possible.

Employees who are granted time off under this policy may use vacation time to cover their time off if approved by their supervisor.

Safety

Workplace Violence

Risk Reduction Measures

Hiring: The University takes reasonable measures to conduct reference checks and background **investigations to review candidates' backgrounds and reduce the risk of hiring individuals with a history of violent behavior.**

Safety: The University conducts inspections of the premises to evaluate and determine vulnerabilities to workplace violence or hazards. Necessary corrective action will be taken to reduce risks.

Individual Situations: While we do not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their supervisor and/or the Human Resources Department if any employee exhibits behavior which could be a sign of a potentially dangerous situation. Such behavior includes:

- Discussing weapons in an inappropriate manner or bringing them to the workplace;
- Displaying overt signs of extreme stress, resentment, hostility, or anger;
- Making threatening remarks;
- Sudden or significant deterioration of performance;
- Displaying irrational or inappropriate behavior.

Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-**employees engaged in violent acts on the employer's** premises will be reported to the proper authorities and fully prosecuted.

Workplace Injuries/Reporting Workers Compensation

The University provides workers' compensation coverage for all employees. Coverage is provided for work-related illnesses and injuries as defined under Ohio law.

No matter how insignificant an on-the-job injury may seem when it occurs, employees must report any work-related injury or illness to their supervisor and fill out the **Employee's Report of Incident and Injury** and return it to the Human Resources Department before leaving work on the day of the injury or illness. If an injury occurs outside of normal business hours, contact Public Safety to complete an Incident Report. The report will be shared with the Human Resources Department and additional paperwork may need to be completed.

If an employee needs to seek medical treatment for a work-related illness or injury, the employee or **the employee's supervisor must contact Human Resources to obtain a Workers Compensation Card.** The employee must also keep Human Resources informed and provide copies to Human Resources of medical paperwork regarding the status of the work-related injury or illness, any work restrictions and/or a return-to-work date.

If an employee needs to be off of work for a long period due to a work-related illness or injury, the employee should maintain at least weekly contact with Human Resources regarding the status of the injury. Time off due to a work-related injury shall also be counted toward Family and Medical Leave entitlement.

When absence from work is due to a work injury or illness the employee may be entitled to loss of time benefits under a **Workers' Compensation** or occupational disease law, the **University's** sick leave benefits are payable only to the extent the time off is not otherwise compensated by **Workers' Compensation.**

Drug-Free Workplace

Ohio Wesleyan University is dedicated to maintaining a drug-free workplace. All University employees and faculty are required to perform their job duties unimpaired by illegal drugs, alcohol, or the improper use of legal substances.

Selling, buying, manufacturing, distributing and/or possessing of illegal drugs, drug paraphernalia, or improper or abusive use of legally prescribed drugs and other intoxicating legal substances on University premises, while conducting University business, or in University-owned, leased or rented vehicles is prohibited and is cause for immediate termination. Reporting to work or working while under the influence of an illegal drug, alcohol, or in an impaired condition is also prohibited. Providing alcohol to underage students is also prohibited and cause for immediate termination.

Any employee who comes to work in a condition unfit for work because of alcohol or drug use may be sent home without pay. In addition, that employee is subject to corrective action, which may include termination of employment.

The use of prescription drugs and/or over the counter drugs may affect an employee's ability to perform his or her job safely. Any employee who is using prescription or over-the-counter drugs which may impair his/her ability to safely perform the job or may affect the safety of others must notify his/her supervisor of such use prior to starting or resuming work.

As mandated by the Drug-Free Workplace Act of 1988, those employees covered under certain federal grants must, as a condition of employment, abide by the terms of this policy and report any conviction under a criminal drug statute for violations occurring on or off University premises while conducting University business. A report of a conviction must be made to the Director of Human Resources within 5 days after the conviction.

Drinking of alcohol on University premises is allowed only at selected University-sponsored events where alcohol is served. The President or the divisional Senior Leadership Team member must approve serving alcohol at such an event. Employees are responsible for complying with policies of professional behavior

even when consuming alcohol at a University-sponsored event and /or approved event and must never allow underage drinking or provide alcohol to underage students.

The enacted Drug-Free Schools and Campuses Act of 1989 (Public Law 101-226) requires that, as a condition of receiving funds from the federal government, the University must implement a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees. Each year, we must also distribute our policy on that program. This policy operates in coordination with our Drug-Free Workplace policy noted above. Our Drug Prevention program includes the following:

Standard of Conduct

The unlawful distribution or use of drugs or alcohol on the **University's** campus, at University-sponsored events, or in the performance of University-related duties is strictly prohibited. Violations of this policy are considered a serious offense and will be subject to disciplinary actions up to and including immediate termination of employment and/or referral for prosecution.

Drug and Alcohol Counseling Services

Drug or alcohol counseling is available to staff through the University Employee Assistance Program or the University health insurance plan. Contact Human Resources for information.

Disciplinary Sanctions

Any employee knowingly distributing illicit drugs or controlled substances on campus or at any University-sponsored activity will be subject to disciplinary action up to and including termination and referral for prosecution. Any employee knowingly distributing alcohol to underage students on campus or at any University-sponsored event will be subject to disciplinary action up to and including termination and may be subject to criminal prosecution.

Any employee under the influence of or using illicit drugs, or other controlled substances (without a medical prescription) or impaired by alcohol while performing University-related duties or attending any University-sponsored activity (on or off campus) where they are representing the University or are performing work, will be subject to disciplinary action up to and including termination of employment depending on the circumstances and severity of the offense. The University reserves the right to escalate the process or use any part of the disciplinary process that it feels is appropriate for the situation, and, if necessary, terminate employment without implementing performance counseling or corrective action.

The University reserves the right to impose disciplinary action, up to and including termination, on any employee who is convicted or sentenced for any offense related to use, possession, distribution, or sale of illegal drugs or controlled substances, whether on or off University premises.

Link to Drug & Alcohol Policy

A copy of the Drug & Alcohol Policy in its entirety can be obtained from the Human Resources Department or can be found on-line on the Human Resources webpage under Handbooks and Policies.

Drug/Substance Testing

The University reserves the right to send an employee for alcohol or drug testing for reasonable suspicion of use or following a significant workplace injury or accident. Failure to sign the form to allow testing, refusing to submit to a required test, failing to provide an adequate and unadulterated sample for testing, or engaging in other conduct that obstructs the testing process shall subject the employee to corrective action, up to and including discharge. If a drug and/or alcohol test is required following a workplace accident, refusal to consent to the test may jeopardize an **employee's** workers compensation benefits. The University is not required to send an employee for drug or alcohol testing as a prerequisite to imposing discipline for violation of this policy.

Any employee with an alcohol or drug problem is strongly encouraged to contact his/her physician for assistance. Although the University does not cover the cost of such treatment, employees with health insurance may use their insurance for substance abuse and mental health services. Any employee seeking assistance for substance abuse may contact the Human Resources Department, the Counseling Center, or our Employee Assistance Program (EAP).

Inspections/Searches

The University reserves the right at any time to inspect and search all areas of its facilities and property, including but not limited to desks, workstation, work areas, cabinets, lockers, and other storage devices. These storage devices are provided for the convenience of employees, but remain the sole property of the University. The University also reserves the right under appropriate circumstances to inspect and search items or parcels being brought onto or taken off of University premises. The University may monitor any telephone conversation you have on University owned or controlled equipment, within the limits of applicable law. Any inspection/search conducted by the University or its designee may occur at any time, with or without notice.

A member of the Senior Leadership Team must approve any search or inspection unless it is conducted by Public Safety or police officers under exigent circumstances. Any Public Safety or police officer, administrator, or supervisor may conduct any of the previously listed searches or inspections without prior approval if they are conducted due to an imminent threat or immediate safety concern.

Employees are prohibited from placing any passwords or restrictors on any document, computer or computer software without the prior authority of their supervisor. Any password or restrictor must be revealed to and maintained by a second authorized source. Removing, changing, deleting, or erasing any University information, without the appropriate authorization, is strictly prohibited.

Security

Ohio Wesleyan uses the **Blackboard Connect™ emergency contact system to allow Public Safety to quickly notify the campus community of urgent situations with OWU ALERT messages via telephone, email, and text messaging.**

Once an emergency is determined—such as severe winter weather—Blackboard Connect will transmit an OWU ALERT message to all specified contact points. If an opt-in reply is required before OWU ALERT text messages are delivered, the necessary response is **YOWU**. Students, faculty, staff, and contract employees with Ohio Wesleyan email addresses may enroll in the system or update their OWU ALERT contact information online.

It is strongly encouraged that all Ohio Wesleyan employees sign up for OWU ALERTS. New employees receive information on how to sign-up for the system during new employee orientation. For more information about the emergency notification system, please visit the Public **Safety's** website.

Firearm/Dangerous Weapons

To ensure the University maintains a workplace safe and free of violence for all employees, the University prohibits the possession or use by employees of dangerous weapons on University property or while conducting University business. The only exception to this policy, pursuant to Ohio Revised Code § 2923.1210, is that employees who hold a valid Concealed Handgun License are permitted to have a handgun and ammunition in their personal vehicle on campus, provided that both the handgun and ammunition are stored in a locked trunk, a locked glove box, or in a locked container inside of their locked vehicle, and provided that the vehicle is parked in an area where it is permitted to be parked.

Staff found in violation of this policy will be subject to prompt disciplinary action, up to and including termination. This provision applies to staff, including contract and temporary staff. Also, staff who are aware of violations of this policy are required to report such violations to their supervisor.

"University property" is defined as all University-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the University's ownership or control. This policy applies to all University-owned or leased vehicles and all vehicles that come onto University property.

"Dangerous weapons" include, but are not limited to, firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm. Staff employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

The University reserves the right to conduct searches for prohibited weapons on its property or authorize searches for prohibited weapons by law enforcement on its property as it deems necessary to assure the safety of its employees, students, and visitors. The University reserves the right at any time and at its discretion to search all University-owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its property, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. Staff employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination.

Smoking

The University is committed to providing a safe and healthy workplace and to promoting the health and wellbeing of its staff. As required by applicable local regulations and also motivated by our desire to provide a healthy work environment for our staff, the following smoking policy has been adopted and shall apply to all staff.

Ohio Wesleyan prohibits smoking in all University facilities and/or buildings in order to provide and maintain a safe and healthy work environment. Smoking is defined as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette, electronic cigarette, or pipe of any kind."

The Smoke-Free Workplace policy applies to:

- All areas of buildings occupied by University employees.
- All vehicles owned or leased by the University.
- All visitors (e.g., customers and vendors) to University premises.
- All contractors and consultants and/or their employees working in University facilities and/or buildings.
- All temporary employees, including interns and seasonal staff.

Staff wishing to smoke should do so during their break times, outside University buildings. The University does not allow smoking immediately adjacent to doors and windows. If you choose to smoke outdoors, University policy prohibits smoking in any area of campus where secondhand smoke may enter a University building or reach individuals who do not want to be exposed to it.

STAFF EMPLOYEE RIGHTS AND RESPONSIBILITIES

Code of Conduct

Orderly and efficient operation of the University requires that employees maintain proper standards of conduct and observe certain procedures. These guidelines are provided for informational purposes only and are not intended to be all-inclusive. Nothing herein is intended or shall be construed to change or replace, in any manner, the "at-will" employment relationship between the University and all staff. The University views the following as inappropriate behavior:

- (1) Negligence, carelessness, or inconsiderate treatment of University students and / or their matters / files.
- (2) Theft, misappropriation, or unauthorized possession or use of property, documents, records, or funds belonging to the University, or any student or employee; removal of same from University premises without authorization.
- (3) Divulging confidential information, of any kind, to any unauthorized person(s) or without an official need to know.
- (4) Obtaining unauthorized confidential information pertaining to students or employees.
- (5) Changing or falsifying student records, University records, personnel or pay records, including time sheets, without authorization.
- (6) Willfully or carelessly damaging, defacing or mishandling property of a student, the University, or other employees.
- (7) Taking or giving bribes of any nature, or anything of value, as an inducement to obtain special treatment, to provide confidential information, or to obtain a position. Acceptance of any gratuities or gifts must be reported to your supervisor.
- (8) Entering University premises without authorization.
- (9) Willfully or carelessly violating rules regarding security, safety, or fire-prevention.
- (10) Unauthorized use of a personal vehicle for University business.
- (11) Unauthorized use of a University vehicle.
- (12) Unprofessional behavior.
- (13) Insubordination or refusing to follow instructions of the immediate supervisor or Senior Leadership Team member; refusal or unwillingness to accept a job assignment or to perform job requirements.
- (14) Failure to observe scheduled work hours; failure to contact supervisor in the event of illness or absence within 30 minutes of the scheduled start of work; failure to report to work when scheduled; unauthorized or excessive use of sick leave or any other leave of absence.
- (15) Leaving the assigned work location during scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours.
- (16) Sleeping or loitering during regular working hours.
- (17) Recording time for another employee or having time recorded by another employee.
- (18) Unauthorized use or possession of intoxicating beverages or illegal use or possession of narcotics or drugs on University premises or during working hours, or reporting to work under the influence of intoxicants or drugs.
- (19) Unauthorized possession of a weapon on University premises.
- (20) Gambling on University premises.
- (21) Soliciting, collecting money, vending, and posting or distributing bills or pamphlets on University property. These activities are closely controlled in order to prevent disruption of University services and to avoid unauthorized implication of University sponsorship or approval. However, this general rule is not intended to hinder or in any way curtail the rights of free speech or free expression of ideas. Therefore, such activity by employees during non-working time, including meal and rest periods, is not restricted so long as such activity does not interfere with the orderly and regular conduct of the University business, is lawful, conducted in an orderly manner, and does not create safety hazards or violate general good housekeeping practices. Any person who is not an employee of the University is prohibited from any and all forms of solicitation, collecting money, vending, and posting or distributing bills or pamphlets on University property at all times.
- (22) Falsification of one's employment application, medical, or employment history.
- (23) Unlawful conduct, on or off University premises, which adversely affects the University services, property, reputation or goodwill in the community, or interferes with work.

Social Media

For the purposes of this handbook, social media includes, but is not limited to, works of user-created video, audio, text, photo, or other media that are published and shared in a social environment, such as a blog or microblog, wiki, social network, virtual gaming or social world, instant messaging, or video hosting site. Ohio Wesleyan encourages the use of social media by our University community as a way to enhance our local, national, and global reputation and our connection with current and future students, parents, alumni, donors, and other key constituencies. When used responsibly, social media accounts provide an effective

way to promote the University and to share information and perspective across a broad range of topics. The provisions of this handbook are intended to safeguard faculty, staff, students, and the University community as a whole by setting forth expectations for the acceptable use of social media on behalf of the University by staff, and recognized groups and organizations thereof, or their designees.

Any individual or department wishing to establish a social media presence for the benefit of OWU must receive authorization from their Senior Leadership Team member and University Communications prior to establishing the account. The administrative credentials for any such account must be disclosed to University Communications. The use and control of the account remains with OWU regardless of the employment status of the originator or creator.

Employees are expected to devote their full attention to their job during working time. The use of OWU computer equipment to engage in personal business and social networking activities is highly discouraged. However, occasional or infrequent use is permitted provided the use does not have a negative impact on the **employee's** work or work environment, and the activity or content is in compliance with other University policies and conforms to the Social Media Guidelines located on the Office of University Communications webpage.

To the extent the use of personal social media accounts may reasonably be construed as implying the support, endorsement, or opposition of the University, individuals must distinguish their personal views from those that they are authorized to express on behalf of the University.

Employees who use social media during their time away from work on non-University systems in ways which **are inconsistent with the University's policies, violate the law, or adversely affect the employee's job** performance or the **employee's** ability to do his/her job or to function effectively in the workplace may be subject to discipline up to and including termination.

Only individuals officially designated by the University have authorization to communicate via social media on behalf of the University. Employees are prohibited from revealing via social media any confidential or proprietary information of the University, such as financial information, business/marketing strategies, and confidential employee information (e.g., medical information, Social Security numbers).

Ownership of Work

As an employee of Ohio Wesleyan, be aware that creative works, like but not limited to documents, photographs, diagrams, drawings, charts, computer code or video or audio recordings, that you create, in whole or in part, within the scope of your employment are automatically owned by the University pursuant to the US Copyright Act. Any works or inventions you create with Ohio Wesleyan resources such as but not limited to time, money, equipment, trade secrets, staff or knowledge learned during your **employment with the University, may be deemed owned by Ohio Wesleyan at the University's sole** discretion and you will be required to sign documents to that effect upon Ohio **Wesleyan's request**. Ownership of works or inventions you create outside the scope of your employment with Ohio Wesleyan in which no University resources were used in the creation or invention will be governed by the applicable US law without a claim by the University.

Performance Planning and Evaluation

Performance planning and evaluation is a process by which managers and employees work together to plan, monitor, and review an **employee's** work objectives and overall contribution to the organization. This **process could have many different levels and aspects depending upon an employee's duties and** responsibilities. Ohio Wesleyan encourages employees and managers to actively engage in ongoing planning and evaluation activities appropriate to the **employee's** objectives.

The Senior Leadership Team member responsible for an employee's department is charged with implementing departmental performance planning and evaluation processes. The outcome of the performance planning and evaluation process may also be used for making salary and compensation decisions as well as decisions about future job placement. Copies of completed performance evaluations

will be placed in the **employee's** personnel files in the Human Resources Department.

Corrective Action

A high level of job performance is expected of you. In the event that your job performance does not meet the standards established for your position, you should seek assistance from your supervisor to attain an acceptable level of performance. If you fail to respond to attempts to improve your performance or fail to make positive efforts toward improvement, corrective action may ensue, including termination of employment.

It is the policy of the University to regard discipline as an instrument for developing total job performance rather than as punishment. Corrective action is one tool the University may select to enhance job performance. The University is not required to take any disciplinary action before making an adverse employment decision, including discharge. Corrective action may be in the form of a written or oral reprimand, notice(s) of inadequate job performance, suspension, discharge, or any combination of the above, if the University so elects. The University reserves the right to choose the level, manner, and form of discipline, at its sole discretion.

These rules are not intended to be all inclusive of the required discipline, proper standards of conduct or obligations which employees must follow. Instead, they are intended to protect the rights of everyone and help make each individual a better and more productive employee.

Outlined below are the steps of our progressive discipline policy and procedure. This progressive discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The University reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling and/or training, the employee's work record, and the impact the conduct and performance issues have on the University.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of University policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Immediately following this discussion with the employee, the supervisor will prepare written documentation **of a step 1 meeting. The employee may be asked to sign this document. The employee's signature is requested simply to demonstrate the employee's understanding of the issues and corrective action needed.**

Step 2: Written Warning

While it is hoped that the performance, conduct or attendance issues identified in step 1 have been corrected, the University recognizes this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues.

During step 2, the immediate supervisor and perhaps a secondary manager or member of the Human Resources Department will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. The divisional Senior Leadership Team member will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance

improvement plan (PIP) requiring the employee's immediate and sustained corrective action may be issued following a step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. In such instances, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and the Director of Human Resources.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state, and local wage-and-hour employment laws. Non-exempt employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Department will provide guidance so that discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee, if applicable.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, the University will try to exercise the progressive nature of this policy by first providing warnings, final written warning and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, the University reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

The divisional Senior Leadership Team member's recommendation to terminate employment must be approved by the Director of Human Resources.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between the University and its employees.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting, and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination. This is not an exhaustive list of behavior that will subject an employee to immediate termination.

Documentation

The employee will be provided with copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to the receipt and understanding of the corrective action outlined in these documents.

Copies of these documents will be **placed in the employee's official personnel file.**

Open Door Policy: Grievance and Complaint Resolution

The University subscribes to the open door policy. You may bring a particular complaint to your supervisor for resolution. When matters cannot be handled on an informal basis, the University has established a formal procedure for a fair review of any work-related controversy, dispute, or misunderstanding. A complaint may be brought by one or more employees concerning any work-related problem where the complaint has not been satisfactorily resolved in an informal manner.

This policy does not apply to complaints regarding discrimination or harassment. Those complaints should be made pursuant to the reporting procedures set forth in the **University's** policies regarding discrimination and harassment.

Step 1 - The complaint must be submitted in writing to the divisional Senior Leadership Team member or designee within 3 working days of the incident. A written request for a meeting must be submitted simultaneously. Generally, a meeting will be held within 3 working days of the employee's request depending upon scheduling availability. Witnesses will be allowed as necessary. If the problem is not resolved during this meeting, the divisional Senior Leadership Team member or designee will give the employee a written resolution within 3 working days. If the employee is not satisfied, the employee may proceed to Step 2.

Step 2 - If the employee is not satisfied after Step 1, the employee may submit a written request for review of the complaint and Step 1 solution to the member of the Senior Leadership Team responsible for the requesting **employee's** division. Such a request must be made within 3 working days following the receipt of the Step 1 resolution. The divisional Senior Leadership Team member or appointed representative will review the complaint and proposed solution and may call a further meeting to explore the problem. This meeting is to be attended by the employee concerned, the employee's immediate supervisor, and any other employee of the University whom the aggrieved employee chooses. The Senior Leadership Team member or appointed representative will render the final decision within 10 working days after receiving the Step 2 request, assuming scheduling availability. The decision will be given to the employee in writing and will become part of the employee's personnel file.

Employee Records

The University will maintain various employment files while you remain an employee of the University. Examples of these files are: employee personnel files, benefit files, and files for medical purposes. If you should have any changes with respect to personal information, such as a change in your home address and telephone number or a change of name, you are required to notify the Human Resources Department so the appropriate changes can be made in your files.

Employee files have restricted access. You and your supervisor may have access. In the event that you wish to review your personnel file, you must do so in the presence of a representative from the Human Resources Department. You may review your personnel file by making a written request to the Human Resources Department. The written request will become a permanent part of your file. The University is not required to provide copies of any documents contained in your personnel file.

INFORMATION TECHNOLOGY AND COMMUNICATIONS

Electronic Assets Usage

This policy is an overview of the **University's** guidelines regarding use of its electronic communications systems. This policy applies to all employees, whether physically located in University facilities or working at remote locations, including their homes.

The **University's** electronic communications systems include, but are not limited to, all of the following and any other University technologies used to access, produce, and distribute data and information, as well as

any future technologies acquired by the University to do the same: computers, servers, databases, e-mail, internet access, PCs, laptops, telephones, cell phones, and fax machines.

The University recognizes that use of the Internet has many benefits for the University and its employees. The Internet and email make communication more efficient and effective. Therefore, employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place the University and others at risk.

The following guidelines have been established for using the **University's** electronic communications systems in an appropriate, ethical and professional manner:

- The **University's** electronic communications systems may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory, or harassing nature or materials that are obscene or X-rated. For example, no messages with derogatory or inflammatory remarks about an **individual's** race, age, sex, disability, religion, national origin, physical attributes, or sexual preference shall be transmitted. Harassment of any kind is prohibited.
- The **University's** electronic communications systems may not be used for any illegal activities – including but not limited to piracy, hacking, extortion, blackmail, copyright infringement, or unauthorized access to any computers on the Internet or email.
- Copyrighted materials belonging to entities other than the University may not be transmitted by employees on the **University's** network. All employees obtaining access to other **companies'** or **individuals'** materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only. If you find something on the Internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or "address") to the person who may be interested in the information and have that person look at it on his / her own.
- Do not use the system in a way that disrupts its use by others. This includes sending or receiving many large files and "**spamming**" (sending email messages to thousands of users.)
- The Internet is full of useful programs that can be downloaded, but some of them may contain computer viruses that can extensively damage our computers. Be sure to virus-check downloaded files immediately. Instructions on how to check for viruses are available through Information Services. Also, many browser add-on packages (called "plug-ins") are available to download. There is no guarantee that such will be compatible with other programs on the
- Network and such may cause problems; therefore, please refrain from downloading such plug-ins.
- Each employee is responsible for the content of all text, audio or images that he/she places or sends over the **University's** electronic communications systems. No email or other electronic communications may be sent which hide the identity of the sender or represent the sender as someone else. Also, be aware that the **University's** name is attached to all messages, so use discretion in formulating messages.
- Email is not guaranteed to be private or confidential. All electronic communications are University property. Therefore, the University reserves the right to examine, monitor and regulate email messages, directories and files, as well as Internet usage. Also, the Internet is not secure, so **don't** assume that others cannot read or possibly alter your messages.
- Internal and external email messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending email within and outside the University.
- Employees must abide by the Ohio Wesleyan University Computer Use Policy.

The **University's** electronic communications systems and the data transmitted through and contained within it are University property. Employees should not have any expectation of privacy for any files, documents, or other communications created, stored, or transmitted using these systems. This is true even when a password or other security is placed on the communication, and regardless of whether it is related to personal or business use. By using the **University's** electronic communications systems, employees give their consent to monitoring, recording, reviewing, accessing, deleting, and disclosing of all communications

received or sent on those systems, when the University deems it appropriate to do so, and within the limits of applicable law.

Any employee who abuses the privilege of University-facilitated access to the University's electronic communications systems may be denied access to those systems and, if appropriate, be subject to disciplinary action up to and including termination.

MI SCELLANEOUS

Travel and Expense

Ohio Wesleyan recognizes that individuals may incur expenses to further the mission of the University. The Accounting Office publishes guidelines for the appropriate and legal use of University funds on their website. Inherent in the guidelines authored by the Finance Department is the requirement to operate the institution following Generally Accepted Accounting Principles and to comply with federal, state, and local rules and regulations, as well as all other University policies, while supporting the University's mission. This policy applies to any individual (faculty, staff or student) using funds provided by Ohio Wesleyan. This University commitment establishes basic guidelines and controls to be followed. Some divisions or departments of the University may impose more restrictive controls than required by the Finance Department. For additional information please contact the Finance Department.

Personal Appearance

A professional personal appearance is essential in creating and maintaining a positive contribution to the University's image. All Ohio Wesleyan employees are expected to have good personal habits and be well groomed.

Our visitors and students form opinions of the University through their contacts with us. Employees are expected to dress in a manner consistent with the nature of the work performed and the people served. Employees are asked not to wear clothing that is distracting or offensive. Questions concerning proper attire for individual work areas or professional personal appearance should be referred to your immediate supervisor.

Nepotism

The employment of relatives can cause various problems, including charges of favoritism, conflicts of interest, family discord, and scheduling conflicts that work to the disadvantage of both the University and its employees. Members of an employee's family will only be considered for employment on the basis of their qualifications. Immediate family may not be hired, however, if employment would:

- Create a supervisor/subordinate relationship with a family member;
- Have the potential for creating an adverse impact on work performance; or
- Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when assigning, transferring, or promoting an employee. This above policy is also applicable to those employees engaged in a romantic relationship with a fellow co-worker at the University.

Employees who become family members or establish a romantic relationship may continue employment as long as it does not involve or create any of the above-mentioned conditions. If one of the conditions outlined should occur, attempts will be made to find a suitable position within the University to which one of the employees will transfer. If employees become family members or establish a romantic relationship, the University will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision, the University will decide in its sole discretion who will remain employed.

This policy does not apply to relationships between employees that existed as of the effective date of this policy (September 1, 2016). This waiver, however, may not be used as a basis for further exceptions subsequent to the effective date of this policy.

Payroll Advances/Loans

The University does not give salary advances or loans to its employees.

Termination/Separation

Staff employment with the University is "at will" employment. This means that employees have not been hired for a specified duration, but that employees can terminate employment or the University can terminate your employment at any time, with or without cause, and with or without prior notice. Your at-will employment status can be changed only by written agreement between you and the University, signed by both you and an Officer of the University.

Upon termination of your employment, you are to remove your personal possessions from your work area. Upon separation, you are not entitled to severance pay, except at the sole discretion of the University.

Any University property issued to employees, such as computer equipment, keys, tools, parking passes, or University credit cards, must be returned to the University at the time of termination. Employees will be responsible for any lost or damaged items.

Rehire and Seniority

Employees who leave the University in good standing and later wish to return are eligible for consideration for rehire provided an appropriate position is available.

Seniority is your length of continuous service commencing on the date of full time hire at the University. **Should you leave the University's employ and subsequently be rehired; seniority will begin as a new employee on the date of rehire.** Seniority does not accrue during leaves of absence without pay or leaves of absence that exceed 30 calendar days, except for paid vacations.

Telecommuting

The University considers telecommuting to be a viable alternative work arrangement in cases where individual, job, and supervisor characteristics are best suited to such an arrangement. Telecommuting allows an employee to work at home, on the road, or in a satellite location for all or part of the regular work week. Telecommuting is a voluntary work alternative that may be appropriate for some employees and some jobs. It is not an entitlement; it is not a University-wide benefit; and it in no way changes the terms and conditions of employment with the University.

The University will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, photocopiers, etc.) for each telecommuting arrangement on a case-by-case basis. The Human Resources and Information Technology Departments will serve as resources in this matter. Equipment supplied by the University will be maintained by the University. Equipment supplied by the employee, if deemed appropriate by the University, will be maintained by the employee. The University accepts no responsibility for damage or repairs to employee-owned equipment. The University reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the University is to be used for business purposes only. The telecommuter should sign an inventory of all office property and agrees to take appropriate action to protect the items from damage or theft. Upon termination of employment all University property will be returned to the University, unless other arrangements have been made.

Consistent with the University's expectations of information asset security for employees working at the office full-time, telecommuting employees will be expected to ensure the protection of proprietary

University and customer information accessible from their home office. Steps include, but are not limited to, use of locked file cabinets, disk boxes and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

Personal Property

The University is not liable for lost, misplaced, or stolen property. Employees should take all precautions necessary to safeguard their personal possessions. Employees should refrain from having personal mail sent to the University because mail may be automatically opened.

Employees' work areas and any other University property are subject to inspection / search at any time, with or without notice. Desks and office areas are to be kept as neat and organized as possible.

Parking

The University provides employee parking at no cost. All parking is at your own risk. It is recommended that you lock your car and take other appropriate safeguards. Refrain from parking in areas reserved for visitors. Employees are required to obtain a parking pass from the Department of Public Safety.

ACKNOWLEDGMENT OF RECEIPT

The undersigned acknowledges receipt of the Ohio Wesleyan University Staff Handbook.

The contents of the Staff Handbook are presented as a matter of information. Except for the at-will provisions, the Handbook can be amended at any time. I agree to read the Handbook and to follow the guidelines and policies set forth in the Handbook and any amendments to the Handbook along with the other policies and procedures of the University.

It is specifically understood and agreed that the Handbook is for informational purposes only and is not intended to create a contract, nor is it a contract, of employment or continuing employment between the University and me. It is further understood that neither the Handbook nor any policy of the University is a guarantee or promise of employment or continuing employment.

I understand that I am not being hired for any definite period of time even though my wages are paid regularly. I further understand that I am an at-will employee and my employment can be terminated at any time, with or without cause and with or without prior notice either by the University or me. No promises or representations have been made to me that I can be disciplined or discharged from my employment with the University only under certain circumstances or after certain events.

University policy requires all employees to be hired at-will and this policy cannot be changed except by a written document signed by me and an appropriate Officer of the University, specifically changing my at-will employment status.

My employment status with the University has been fully explained, and I have been given an opportunity to ask any questions regarding University policies and my employment status. No representative of the University has made any promise or other statements implying employment will be other than what has been stated above.

Date

Signature

Print Name