



NORTHWEST NAZARENE  
UNIVERSITY

## University Staff Policy Manual

Effective August 1, 2011



# Contents

Mission Statement .....	4
Preface .....	5
<b>I. GENERAL INFORMATION .....</b>	<b>6</b>
A. EMPLOYMENT AT-WILL.....	6
B. EMPLOYMENT ELIGIBILITY .....	6
C. EQUAL OPPORTUNITY EMPLOYER.....	6
D. EMPLOYEE DESIGNATIONS .....	7
E. PERSONNEL REPRESENTATION AND FILES .....	7
F. PRIVACY OF INFORMATION.....	8
G. POLICY ON NEPOTISM.....	8
H. ANNIVERSARY DATE/YEARS OF SERVICE .....	9
I. PERFORMANCE EVALUATIONS.....	9
J. ADVANCEMENT/TRANSFER .....	9
K. JOB ASSIGNMENT.....	10
L. WORKWEEK .....	10
M. REST PERIODS.....	10
N. COMMUNITY CHAPEL ATTENDANCE .....	10
O. KEYS AND KEY CARDS.....	10
P. USE OF VEHICLES AND SPECIALTY EQUIPMENT .....	11
Q. PROFESSIONALISM .....	12
R. LIFESTYLE STANDARDS.....	13
S. RELEASE OF PERSONAL INFORMATION TO THE CAMPUS.....	13
T. SAFETY .....	13
U. WORKPLACE ENVIRONMENT.....	14
V. HARASSMENT/DISCRIMINATION .....	14
1. Unlawful Harassment Prohibited.....	15
2. Sexual Harassment Defined .....	15
3. Age, Race, Religion, National Origin, Color, Disability and Other Harassment .....	15
4. Complaint Procedure .....	15
5. Investigation .....	16
6. Disciplinary Action .....	16
W. EMPLOYEE LIKENESS .....	16
<b>II. COUNCILS AND COMMITTEES .....</b>	<b>17</b>
A. ELECTION COMMITTEE.....	17
B. SOCIAL COMMITTEE.....	17
<b>III. EMPLOYEE BENEFITS .....</b>	<b>17</b>
A. MEDICAL INSURANCE .....	17
B. GROUP TERM LIFE INSURANCE.....	18
C. WORKER'S COMPENSATION .....	18
D. LONG-TERM DISABILITY.....	18
E. RETIREMENT PLAN 403(B).....	18
F. SOCIAL SECURITY.....	19
G. FLEXIBLE BENEFITS PLAN .....	19
H. COBRA .....	19
I. TUITION BENEFITS.....	19
J. LEAVE POLICIES .....	20
1. Annual Leave (Vacation).....	21

2. Sick Leave.....	21
3. Parental Leave.....	22
4. Family and Medical Leave Act (FMLA Leave).....	23
K. CAMPUS HOLIDAYS .....	30
L. JURY DUTY .....	30
M. PROFESSIONAL LEAVE .....	31
N. LEAVE OF ABSENCE WITHOUT PAY .....	31
O. MILITARY LEAVE.....	31
IV. COMPENSATION INFORMATION .....	32
A. TIME SHEETS AND ANNUAL LEAVE REPORT FORMS .....	32
B. OVERTIME .....	33
C. PAYDAY ADVANCES.....	33
V. DISCIPLINE AND SEPARATION OF EMPLOYMENT.....	33
A. DISCIPLINE.....	33
B. SEPARATION OF EMPLOYMENT .....	33
1. Voluntary Separation.....	33
2. Involuntary Separation.....	34
C. REDUCTION OR POSITION ELIMINATION.....	34
D. DISMISSAL FOR CAUSE .....	34
VI. GRIEVANCE DEFINITION AND PROCEDURE .....	35
GRIEVANCE COMMITTEE.....	36
VII. AMENDMENT OF UNIVERSITY STAFF POLICY MANUAL .....	36
VIII. UNIVERSITY NON-EXEMPT STAFF.....	38
TUITION BENEFITS.....	38
IX. UNIVERSITY EXEMPT STAFF .....	39
EMPLOYMENT OUTSIDE NNU.....	39
TUITION BENEFITS.....	39
MOVING EXPENSES.....	39
ACKNOWLEDGMENT .....	40

# Northwest Nazarene University

## Mission Statement

Universities are the sum of the ideas and the people that make up the institution. The founders of Northwest Nazarene University were guided by certain core ideas and beliefs; we continue to be guided by NNU's mission and values.

### Mission

The mission of Northwest Nazarene University is the transformation of the whole person. Centered in Jesus Christ, the NNU education instills habits of heart, soul, mind and strength to enable each student to become God's creative and redemptive agent in the world.

Northwest Nazarene University is a Christian university of the liberal arts, professional and graduate studies. The University is grounded in the Wesleyan-Holiness tradition and is an educational expression of the Northwest region of the Church of the Nazarene.

Northwest Nazarene University is founded upon belief in and relationship with the One Triune God—Father, Son and Holy Spirit. Therefore, we seek to build our lives and the practices of the University upon the Kingdom of God as revealed in Jesus.

### Values

**Transformation**—We believe education fosters transformation. NNU engages and affects all domains of life—intellectual, social, physical and spiritual—thereby advancing the transformation of the individual, the church and the world.

**Truth**—We believe education pursues truth. NNU explores knowledge, the wonder of God's creative activity, the story of human civilization and the achievements in the arts, sciences and professions. Ultimately, we believe Jesus is the truth incarnate; therefore, we pursue Christ.

**Community**—We believe education flourishes in community. NNU provides a learning and faith community in which we teach, challenge and encourage each other through intellectual and spiritual practices. Within covenantal relationships we express our love for God and others.

**Service**—We believe education cultivates service. NNU teaches the importance of a life of servanthood as modeled by Jesus Christ. We learn to lead by giving of ourselves to God and humankind.

These values and the mission of the University remain only as ideas until committed people bring to life what they believe to be right and true. Such is the case with Northwest Nazarene University. Across the years, men and women have stepped forward to serve the learning community that is NNU. Christian believers have

sought, through their service, to make this University a place where lives are shaped, service is given and Christ is central.

## University Staff Policy Manual

### Preface

Thank you for being part of the legacy of Northwest Nazarene University (NNU). We value you and your contribution and hope that you realize that together we have a responsibility to continue the fine tradition of excellence and continuous improvement personally and corporately.

It is our intention that all University Staff understands that you are an integral key to the success of the University. Your contribution to the mission and outcomes of the University is valued. Without the diligent work of all University Staff, the success of the University would be diminished.

The following University Staff Policy Manual contains working policies and procedures for non-exempt and exempt employees (hereinafter referred to as “University Staff”) of NNU.



## I. GENERAL INFORMATION

### A. Employment At-will

All employment with the University is at-will, meaning that either you or the University may terminate the employment relationship at any time, for any reason or no reason, with or without cause, notice or formality, unless there is an express written contract of employment that: (a) is signed by you and an authorized officer of the University and (b) promises employment to you for an express period of time or limits the reasons for which your employment may be terminated.

None of the following alter the at-will nature of your employment with the University:

1. Oral or written statements or representations, whether before or after your hiring, except in an express written contract that is signed by you and an authorized officer of the University;
2. Practices or procedures of the University or its supervisory personnel;
3. Any written materials including but not limited to recruitment materials, employment applications, policies, rules, guidelines, descriptions of benefits, and this University Staff Policy Manual; and
4. Completion of an “introductory period” or conferral of “regular” status.

### B. Employment Eligibility

It is the policy of NNU to comply with the Immigration Reform and Control Act of 1986. Accordingly, NNU will hire only those individuals who are authorized to work in the United States. As a condition of employment, each new employee must submit proof of identity and authorization to work in the United States within two days of the date of hire. In addition, the employee must complete and sign a Form I-9 of the Immigration and Naturalization Service, verifying under oath, the employee’s authorization to work in the United States.

University Staff will be given a compensation letter on an annual basis.

### C. Equal Opportunity Employer

NNU is an equal opportunity employer and does not unlawfully discriminate against employees or job applicants on the basis of race, color, sex, age, national origin, disability, veteran status, or any other status or condition protected by applicable state or federal law. As an educational institution operating under the auspices of the Church of the Nazarene, Northwest Nazarene University is permitted and reserves the right to prefer employees on the basis of religion (Title VII, Sections 702-703, United States Civil Rights Act of 1964 as amended).

The University will:

Ensure that all personnel programs and actions, such as hiring, promotion, demotion, compensation, benefits, transfers, layoffs, return from layoff,

University-sponsored training, education, tuition assistance, social and recreation programs, suspension, disciplinary action and termination, are administered in accordance with all applicable state and federal laws.

#### **D. Employee Designations**

University Staff – non-exempt and exempt personnel serving in established positions.

Full-time – those persons hired to work a minimum of 1560 hours (.75 FTE) within a 12-month salary period (salary period runs August 1 through July 31) in a non-temporary position.

Part-time – those persons hired to work less than 1560 hours within a 12-month salary period in an established (non-temporary) position.

Regular Employees – those persons hired to work in an established position, whether exempt or non-exempt and including those hired into a part-time, established position.

Temporary Employees – those persons hired to work in a short-term, non-established position, typically during peak periods.

Independent Contractors – are retained by NNU to perform specific tasks. Independent contractors are not employees of NNU. Any such employment arrangement must be made in writing and signed by an authorized officer of the University. Independent contractors are not entitled to any employee benefits.

Established Positions – a position that is not temporary in nature. Established positions are budgeted within the salary budget and are ongoing in nature.

Temporary Positions – a position that is of a temporary nature. A temporary position may be full-time but is not expected to be a position that continues beyond one year. Temporary positions are not benefit eligible.

Employees who have questions concerning their employment designation should consult with the Office of Human Resources.

#### **E. Personnel Representation and Files**

Pursuant to appointment by the University President, the Director of Human Resources is the official liaison between the University Staff Policy Council and the Administration (The President's Cabinet).

All confidential personnel files, salary matters, and other employee relations are handled from the Office of Human Resources. Final hiring or termination of all University Staff will be reviewed and approved or denied by the Vice President for Financial Affairs or the President. The Director of Human Resources is available for counseling on matters of job clarification, policy interpretation, performance management, and other personnel matters. No employee or representative of the University shall, without first consulting with and obtaining the approval of the Director of Human Resources, purport to (a) make or extend any offer of employment by the University to any applicant for

employment or other individual, (b) formally or informally notify any individual that the University will not make or extend an offer of employment by the University to any applicant for employment or other individual, or (c) terminate the employment of any individual employed by the University.

The University maintains a personnel file for each employee. The personnel file contains information specific to the employee. These files are the property of the University, and access to the information they contain is restricted. Generally, only supervisors and management personnel who have a legitimate reason to review information contained in a personnel file will be allowed access. Any employee who wishes to review the University file regarding that employee should contact the Director of Human Resources. With reasonable notice, the employee will be allowed to review the file in the presence of the Director of Human Resources. No copies of documents in the personnel file may be retained by the employee, except those documents normally provided to the employee. Exceptions to this policy may be granted in particular cases upon the prior written approval of the Director of Human Resources.

#### **F. Privacy of Information**

As an employee, you may encounter or have access to information that is sensitive or confidential in nature. Access and distribution of this information is governed by the Family Educational Rights and Privacy Act of 1974 (FERPA), the Health Insurance Portability and Accountability Act of 1996 as amended (HIPAA), other state and federal laws, and policies of Northwest Nazarene University. Any unauthorized access to or unauthorized disclosure of this information is considered a violation of these policies and laws. As an employee, you will be required to abide by all laws, regulations, and policies regarding the privacy of information. Failure to do so is considered a serious infraction and will result in disciplinary action, up to and including termination of employment.

#### **G. Policy on Nepotism**

Northwest Nazarene University (NNU) permits members of the same family to work at the University. NNU will not, however, consider or accept an employment application from an individual who is a relative of an existing employee, wherein such employment would result in the relatives being in a supervisor/subordinate relationship. Furthermore, NNU retains the right to refuse to appoint an existing employee's relative to a position in the same department, school, office, or sector, in those cases where the University, in its sole discretion, determines that their relationship has the potential to create an adverse impact on supervision, safety, security or morale, or involves a potential conflict of interest.

For purposes of this policy, "supervisory employee" or "supervisor" means any employee, regardless of job description or title, having authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their

grievances, or effectively to recommend this action, if, in the connection with the foregoing, the exercise of this authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Relatives are defined as: parent, spouse, child, sibling, grandparent, grandchild, aunt, uncle, cousin, niece, and nephew, and any in-law, half-relative, or step-relative of the same kind.

When two existing employees enter into a dating relationship and/or marry, and a determination is made that the potential to create an adverse impact as described above exists, the appropriate supervisor or Vice President, in conjunction with the Director of Human Resources, shall, if practicable, make reasonable efforts to minimize problems of supervision, safety, security or morale through reassignment of duties of one of the employees or reassignment of one of the employees to another department, office, or school. If NNU, in its sole discretion, determines that it is unable to make an acceptable reassignment, then the two individuals will be notified by the appropriate supervisor or Vice President that one of the employees must separate from NNU employment within 60 days. The choice of who shall separate from NNU employment shall be the employees'. In the event the employees do not agree with respect to which one shall resign, the employee with the lesser seniority shall be separated from NNU.

If you have a question regarding the possible or current employment of a relative, please contact the Director of Human Resources.

#### **H. Anniversary Date/Years of Service**

An employee's anniversary date is the first day of the month in which the employee began full-time employment in an established position at Northwest Nazarene University. Years of Service will be computed on the basis of the number of months worked, rounded to the nearest full year.

#### **I. Performance Evaluations**

Each employee's work performance will be evaluated at the end of the employee's first three months in a position. Thereafter, each employee will be evaluated on an annual basis. Annual performance evaluations are prepared during the same time period for all University Staff. The Office of Human Resources maintains all completed evaluation forms as part of the employee's personnel file.

#### **J. Advancement/Transfer**

Position vacancies will be announced to all employees. Present employees will be given equal opportunity to apply for any open position. If an employee applies for a different position on campus, the employee must notify his or her supervisor of the application. If the employee prefers, he or she may request that the Office of Human Resources notify the supervisor on his or her behalf.

**K. Job Assignment**

Before a prospective employee accepts employment, the general nature of the job to which the employee will be assigned will be explained to the employee. Various jobs have different peak workload periods and even though a certain area of work has been designated as an employee's responsibility, it is expected that each employee will willingly accept additional duties as may from time to time be assigned when the need arises. All NNU personnel are joining in a corporate effort to accomplish the goals of the University and, therefore, employees are asked to give their best effort in helping to achieve these goals, including assisting other departments.

**L. Workweek**

The normal workweek consists of five working days of eight hours each. The normal workday consists of eight work hours from 8:00 a.m. to 5:00 p.m. with a normal lunch period of one hour. Non-exempt employees will record time worked in the manner designated by the Administration. For recording purposes, a workweek will be from Saturday at 12:00 a.m. (midnight) to the following Friday at 11:59 p.m. Special work hours are required for some positions. Therefore, a particular employee's work hours may be adjusted to fit these positions. If a flexible work schedule is authorized, please check with Payroll to determine how holidays, vacation, and other forms of leave may be affected.

Exempt employees regularly work a minimum of 45-50 hours per week. It is inherent with exempt positions that there will be weeks wherein more than 50 hours of work are necessary to complete the work.

The standard workday may be modified during summer months at the discretion of each Sector's Vice President. Summer months are defined as being the time period beginning no earlier than one week following spring commencement and ending no later than three weeks before fall registration.

**M. Rest Periods**

All employees working between 6 and 8 hours per day are entitled to two 15-minute rest periods per day to relax and get away from the work routine (one 15-minute rest period for those working less than 6 hours per day). Rest periods should be taken near mid-morning and mid-afternoon and may not be accumulated. Rest periods are not to be used to make up time for any absences and may not be used as credit for a late arrival or early departure.

**N. Community Chapel Attendance**

All employees are expected to attend Community Chapel and special chapels, such as "Spiritual Life Week" and revivals. Attending chapel is in lieu of the mid-morning rest period for that day.

**O. Keys and Key Cards**

Employees are required to maintain control of all office and building keys/key cards that are checked out and/or issued to them. Employees are not

permitted to lend their keys or key cards to any individual for any purpose. Keys and key cards are **not to be duplicated under any circumstances**. Upon termination of employment from NNU, all keys and key cards checked out to the employee must be returned to the Office of Environmental Services.

Keys related to a direct working assignment may be obtained by filling out a key authorization form, available from the Office of Environmental Services. The Vice President for Financial Affairs must approve the issuance of all master keys.

Key cards related to a direct working assignment may be obtained from the Campus Safety Office.

If a key or key card is lost and if such loss endangers the security of the campus and re-keying/carding is necessary, the employee is responsible to cover the costs incurred. The Vice President for Financial Affairs will determine the amount of the appropriate charges to be paid by the employee whose key or key card was lost.

#### **P. Use of Vehicles and Specialty Equipment**

Only personnel who are approved pursuant to the NNU Transportation & Driving Policy (found on the NNU Safety Department website) and who hold a valid and current driver's license are permitted to operate University vehicles and privately owned vehicles being driven for University business. Any violation of this policy or any traffic or related law and any accident of any kind involving any such vehicle or driver must be reported immediately to the police, then to the Office of Financial Affairs (Campus Safety if after normal work hours). Failure to do so may result in immediate termination of employment. Personnel are expected to adhere to all federal, state, and local laws.

Under no circumstance is an employee to consume alcohol or illegal drugs before or while driving a University vehicle or privately owned vehicle while conducting University business. Any employee who operates a University vehicle or privately owned vehicle on University business while under the influence of or impaired by either alcohol or controlled substances will be subject to immediate termination. For further clarification, please see "Lifestyle Standards" contained in this policy manual.

In the event of an accident, the employee should get the name, address, license number, telephone number, and insurance company of all parties involved in the accident and all witnesses. Finally, the employee should note any damage to and mechanical problem with his/her vehicle and the other vehicle(s) involved. If possible, the employee should take pictures of any damage and/or evidence that will document the accident.

#### **1. University Vehicles**

University vehicles are to be used for official University business as authorized by this policy. The Office of Environmental Services should be

contacted to schedule use of University 12-passenger vans. The NNU bus is scheduled through the Athletic Department.

In the event of a mechanical breakdown or safety problem involving a University vehicle, the employee operating or using the vehicle must immediately contact the Office of Environmental Services (if after hours, please contact Campus Safety) for further instructions. An employee should **not** continue to drive the vehicle without approval from the Office of Environmental Services.

## **2. Privately Owned Vehicles**

Generally, pre-authorized use of privately owned vehicles for official University business will be reimbursed at the University's mileage rate upon filing a purchase order, including the proper mileage documentation. However, employees in certain positions will receive a monthly stipend in lieu of mileage reimbursement. The stipend shall be evaluated annually.

Privately owned vehicles must be properly insured and such insurance must permit the use of the vehicle for University business. The insurance of the privately owned vehicle will be the primary insurance in the event of an incident, and NNU will not reimburse the employee for deductibles and or out-of-pocket expenses not covered by the employee's insurance.

## **3. Specialty Vehicles and Equipment**

If an employee will be operating specialty vehicles or equipment, such as those utilized by Environmental Services, additional training on safety and proper usage will be given through the department in charge of that equipment. This additional training is required and must be completed before an employee operates the specified equipment.

## **Q. Professionalism**

All NNU employees are expected to maintain appropriate, professional, and ethical relationships with all NNU students, co-workers, and constituents. Inappropriate relationships will be investigated and may lead to disciplinary action up to and including termination.

A friendly, professional attitude and loyalty to the University are expected of all employees. The public's impression of Northwest Nazarene University is determined, to a great extent, by contacts with University personnel.

NNU employees are expected to carry out assigned duties efficiently and accurately, displaying courtesy, tact, and respect for all constituents.

Personnel are responsible for keeping University business confidential.

Every form of communication is important and should be answered as promptly and professionally as possible. Necessary personal communications should be minimal and brief.

Use of University-owned equipment such as computers, fax, copiers, should be limited to business use. Personal use will be minimal and any expense will be reimbursed in full. All information transmitted through, stored on, or accessed by NNU-owned equipment is the property of the University.

All personnel are expected to dress appropriately for the job being performed. A professional appearance is important.

**R. Lifestyle Standards**

The University expects its personnel to meet certain Lifestyle Expectations, regardless of whether they are on or off campus. As an institution of the Church of the Nazarene, the University follows the directives and guidelines established by the General Assemblies of the Church and published in the *Church Manual*, which serve as a guide for the Lifestyle Expectations of the University. Northwest Nazarene University prohibits consuming, possessing, displaying, or procuring tobacco, alcohol, or illegal or un-authorized prescription drugs. In addition, the University accepts the Biblical standards that prohibit all sexual immorality, including pornography and inappropriate relationships. Non-compliance with lifestyle standards may be grounds for disciplinary action, up to and including termination of employment. Please reference the list (not intended to be all-inclusive) of offenses warranting dismissal for cause included within the Dismissal for Cause section of this manual.

**S. Release of Personal Information to the Campus**

All requests for campus-wide notices, including prayer requests, regarding a private matter or a health-related matter must come through a member of the President's Cabinet (i.e., the President, or one of the Vice Presidents), the President's Administrative Assistant, a VP secretary, the Director of Human Resources, or the Office of Human Resources.

Prior to any campus-wide notice, permission must be obtained from the individual in question or an individual legally authorized to give such permission on behalf of the individual. Documentation of such authorization is required prior to any message being sent. The individual must give the exact information he or she wants released. Nothing beyond this information will be stated in the campus-wide email.

Written record with date, time, and person requesting message must be kept on file at the Switchboard. All requests will be sent to the Switchboard for distribution to the campus.

**T. Safety**

The University endeavors to provide a safe environment for its students, employees, and visitors. Safety is a priority for the University, and its success depends on the alertness and personal commitment of all employees.

Some of the best safety improvement ideas come from employees. Employees with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, the Safety

Office, or with a member of the University Safety Committee. Reports and concerns about workplace safety issues may be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report (or where appropriate, remedy) such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in personal injury, regardless of how insignificant the injury may appear, to an employee while on the job or University property, the injured employee should immediately notify both his or her supervisor and the Office of Human Resources. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Be extremely cautious at all times. Fire extinguishers are provided throughout the buildings. Make note of their locations in case of emergency.

Other simple precautions can prevent painful, even tragic, accidents. When using the stairs, walk—do not run. Use the handrails. Keep file and desk drawers closed when they are not in immediate use. Do not open more than one file drawer in the same file cabinet at the same time.

Most chairs are on casters and roll easily. Holding the chair seat with one hand when sitting down will prevent a chair from rolling. Never stand on chairs with casters, etc.

Never leave objects in halls and aisles where someone might trip and fall over them.

#### **U. Workplace Environment**

In an effort to provide a safe work environment for its students, visitors, and employees, it is the policy of the University that violence or perceived threats of violence or other intimidating conduct will not be tolerated. Incidents of such conduct should be reported immediately to the Director of Human Resources. Examples of behavior or conduct that is in violation of this policy include, but are not limited to: intimidating, threatening, or hostile conduct, physical abuse, vandalism, arson, and sabotage. This is a “zero tolerance” policy. ANY reported event or perceived violation will be thoroughly investigated. Employees found to have violated this policy will be subject to disciplinary action, up to and including termination of employment. This policy includes a failure to report provision. Employees who witness, but fail to report, potential violations may be subject to disciplinary action up to and including termination from employment.

#### **V. Harassment/Discrimination**

The University prohibits unlawful harassment and any other form of unlawful discrimination in employment or otherwise. The University strongly encourages those employees who feel they have been subjected to unlawful

harassment or discrimination to report the incident to their supervisor and the Director of Human Resources. An investigation will be performed, and disciplinary action, up to and including termination of employment, will be taken if and when appropriate.

### **1. Unlawful Harassment Prohibited**

It is the policy of the University that it will not tolerate unlawful harassment of or discrimination against any employee because of age, sex, race, color, religion, national origin, disability, veteran status, or other status or condition protected by state or federal law.

### **2. Sexual Harassment Defined**

In the case of sexual harassment the following guidelines shall apply. Prohibited conduct includes: unwelcome sexual advances; requests for sexual favors; and other verbal or physical conduct of a sexual nature that constitutes sexual harassment when:

Submission to such conduct is made explicitly or implicitly a condition of an individual's employment;

Submission to or rejection of such conduct is used as a basis for an employment decision affecting the employee; or

The harassment has the purpose or effect of unreasonably interfering with the employee's work performance or creating an environment that is intimidating, hostile, or offensive to the employee.

Conduct prohibited under this policy may be oral, written, or physical in nature. Examples of conduct which might constitute sexual harassment include, without limitation, physical contact; granting or withholding the benefits of employment in response to sexual conduct; off-color jokes; foul language; display of sexually explicit or offensive graphics, cartoons, and the like; sexually oriented propositions; obscene or graphic gestures or contact; and similar activities.

### **3. Age, Race, Religion, National Origin, Color, Disability, and Other Harassment**

Conduct or remarks based on age, race, religion, national origin, color, disability, veteran status, or other status or condition protected by law that unreasonably interfere with any individual's work performance or create an intimidating, hostile, or offensive work environment shall also constitute a violation of this policy.

### **4. Complaint Procedure**

Any form of unlawful harassment or other unlawful discrimination must be immediately reported to the employee's supervisor and to the Director of Human Resources. Complaints must be made in good faith. Should the complaint involve the complaining employee's supervisor, the complaint is to be reported to the Director of Human Resources only. Complaints of harassment and other discrimination are not limited to circumstances or events between University employees and may involve outside vendors or customers. If any employee believes that another employee is the victim of

harassment or other discrimination in violation of this policy, the employee perceiving such conduct is expected to immediately report the matter as is described above. This policy also prohibits retaliation or reprisal against any employee who in good faith complains of harassment or participates in the investigation process.

## **5. Investigation**

The University will promptly investigate all complaints of unlawful harassment or other unlawful discrimination. All information gathered during an investigation is considered confidential information of the University. Although the University may endeavor to conduct its investigation in a discreet fashion, employees must understand that the investigation process may require disclosure of certain information about the complaint and the identity of individuals associated with it. Individuals contacted in connection with an investigation will be asked to maintain the confidentiality of any information disclosed concerning the complaint or the pending investigation. In addition, all individuals who are involved in the investigation process will be advised of the prohibition against retaliation and reprisal. The University will attempt to provide information to the individual(s) making a complaint to the extent it does not compromise the investigation process. The Director of Human Resources shall be initially responsible for commencing and conducting the investigation process, although another individual or entity may be appointed to conduct an investigation when circumstances warrant.

## **6. Disciplinary Action**

Any employee who after investigation is found to have violated this harassment/discrimination policy shall be subject to disciplinary action, up to and including termination of employment.

Any employee who has a question or concern regarding the interpretation or application of this policy should immediately contact the Director of Human Resources.

## **W. Employee Likeness**

At all times pertinent to employment with the University, each employee gives the University the unrestricted right to use the employee's likeness and photographs for any commercial purpose, including, but not limited to, advertising materials. The phrase "at all times pertinent to employment" shall include, without limitation, any time while the employee is employed by the University, and for an indefinite time after the employment relationship ends. Employees, for themselves, their families, and their successors, waive all right and shall have no right to any additional compensation for the University's use of any employee's likeness or photographs used by the University for a commercial purpose. An employee's signature of the Acknowledgement for this Manual constitutes acceptance of, and agreement to, this policy. This policy is a condition of employment with the University that constitutes valuable consideration to support employee's agreement. Nothing contained within this policy shall alter the employee's at-will employment relationship.

## II. COUNCILS AND COMMITTEES

The University Staff Policy Council consists of four exempt and four non-exempt representatives elected by their peers to serve for a term of two years. The Director of Human Resources serves as a resource for the council and is not a voting member of the group. Full-time and part-time employees in established positions are eligible to serve on the council and to vote in annual council elections typically held during the month of April. New staff council members will begin serving on June 1 of the year in which they are elected. The council meets monthly during work hours (with supervisor approval).

The two-year terms are staggered so that two new representatives from each group are elected each year. Each year, the council members will select a vice-chairperson and a secretary. The vice-chairperson will become the chairperson the following year.

This council shall consider and make recommendations to the administration on such matters as work hours, staff development programs, benefits, and other items related to staff services and this University Staff Policy Manual.

### A. Election Committee

The Election Committee is composed of the four council members elected the previous year. Written instructions regarding the election process can be obtained from the chair of the University Staff Policy Council. The committee shall relay the nomination results to the Director of Human Resources, who will obtain approval from all sectors for names to appear on the ballot. It is the committee's responsibility to produce a finalized ballot, conduct the election, tally, and publish the results.

### B. Social Committee

The Social Committee is composed of four council members. This committee plans an annual staff event and serves on the Faculty-Staff Social Committee to plan the Christmas Party each year.

## III. EMPLOYEE BENEFITS

The University reserves the right to amend, alter, or terminate any of the benefits described herein at any time with or without advance notice to the University Staff or others. In the event of a conflict between the description of any benefit contained in this manual and the benefit Plan Document itself, the language of the Plan Document shall control.

Eligibility rules are contained within each benefit Plan Document. Plan Documents that are available at [www.nnu.edu/hr](http://www.nnu.edu/hr) are noted under each benefit below.

### A. Medical Insurance

A medical insurance plan is offered to eligible employees of Northwest Nazarene University and is reviewed annually. Full-time, established employees are eligible for the medical insurance benefit. Part-time,

established employees receive a prorated medical insurance benefit. Personnel working less than half-time are not eligible for the medical insurance benefit. Current medical benefit policy and plan information is available at [www.nnu.edu/hr](http://www.nnu.edu/hr).

For information regarding continuation of medical insurance after employment eligibility ends or in the event of a family status change, see paragraph entitled “COBRA” below.

**B. Group Term Life Insurance**

Group term life insurance is available to eligible full-time established employees. Details of coverage are available at [www.nnu.edu/hr](http://www.nnu.edu/hr).

**C. Worker’s Compensation**

All employees are covered under workers’ compensation insurance as required by Idaho law.

**D. Long-Term Disability**

Long-term disability insurance is provided for all full-time established employees. NNU pays the entire amount of the disability premium. The paid premium is included in earnings and deducted, in most cases, after taxes, unless the employee chooses to designate the premium as a pre-tax deduction. If pre-tax withholding is designated, the employee will be subject to taxation on any benefit payable in the event of a disability claim. The benefit is outlined in the Plan Document (available online at [www.nnu.edu/hr](http://www.nnu.edu/hr)).

**E. Retirement Plan 403(b)**

The University sponsors a tax-sheltered annuity retirement plan pursuant to Internal Revenue Code § 403(b). This means that any contributions made by the employee and University are not included as taxable income. Upon retirement, all amounts withdrawn will be considered taxable earnings.

Employees are eligible to participate in the retirement plan offered by NNU provided they are employed in an established full- or part-time position, and work a minimum of 1000 hours of service over a 12 month period; the retirement plan is described in more detail in the Plan Document.

An employee may immediately, upon meeting the above eligibility conditions, participate in the plan. There is a one-year waiting period for participation in the University matching contribution. This one-year waiting period shall be waived if the employee has one year of previous full-time work experience at a qualifying institution of higher education.

Upon enrollment and after the waiting period, the following applies: if the employee contributes five percent or more of his/her salary, the University will contribute nine percent. If the employee contributes less than five percent of his/her salary, the University will match the contribution of the employee on a “dollar-for-dollar” basis.

Withdrawals from the plan may only be made after one of the following has occurred: the employee has reached age 59 ½; or the employee has separated employment with NNU and more than 12 months have passed since the separation date.

The complete Summary Plan Description is available at [www.nnu.edu/hr](http://www.nnu.edu/hr).

#### **F. Social Security**

The Federal Insurance Contributions Act (FICA) regulates Social Security and Medicare withholding for University employees. The University pays the employer portion of the tax.

#### **G. Flexible Benefits Plan**

The University offers eligible established employees the option of participating in a Section 125 Flexible Benefits Plan. Employees may elect to have premiums for health, life, dental, etc. withheld from pay on a pre-tax basis. Pre-tax dollars may also be designated for unreimbursed medical and/or dependent care costs. The University pays a portion of the flexible spending administrative fee for each participant. Employees must participate in an annual renewal process to make designations for each plan year. To ensure reimbursement, all flexible benefit expenses must be reported within 90 days of the end of the benefit period. Any funds not used during the plan year will be forfeited. The complete Plan Summary is available at [www.nnu.edu/hr](http://www.nnu.edu/hr).

#### **H. COBRA**

NNU's medical and life insurance falls under regulations included in the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986. This law allows continuation of certain benefits after an event has occurred that causes the employee and/or an employee's dependents to lose the employer's group plan coverage. The employee/dependent will be responsible for the full cost of the premiums, plus an additional 2% administration fee under COBRA regulations. More detailed information is included in the Employee Benefits section of this manual, is available at [www.nnu.edu/hr](http://www.nnu.edu/hr), or can be obtained from the Office of Human Resources.

#### **I. Tuition Benefits**

Full-time established employees, their spouses, and eligible dependent children (defined as biological, adopted, or step-children under the age of 24 and having not yet completed an undergraduate degree) may receive Concurrent credit, Express credit, and Traditional Undergraduate tuition benefits as outlined in at the end of this manual under the heading for each employee designation (non-exempt or exempt). Tuition benefits for each qualified child cease upon the receipt of the first undergraduate degree or the semester following his or her 24<sup>th</sup> birthday. Spouses may continue to receive tuition benefits after an undergraduate degree has been received.

Grants or scholarships specified as tuition awards will be applied to tuition costs first and this benefit will provide the difference between the value of these awards and the cost of tuition.

Tuition benefits eligibility begins the semester following the employee's hire date.

Tuition benefits do not include books or fees.

Should an employee terminate during a semester, the tuition benefit will continue until the end of the semester.

For employees whose employment ends due to one of the following:

death or disability or

after the employee attains age 62 and has completed the equivalent of 10 or more years of full-time service to the University

eligible dependents will continue to receive tuition benefits as if the former employee was still an employee of NNU.

Consult the Office of Academic Affairs for information regarding tuition remission agreements with Nazarene sister schools or other institutions in the Coalition of Christian Colleges and Universities (CCCU).

#### **Requirements for Tuition Remission Benefits:**

- Completion of a FAFSA (Federal Application for Federal Student Aid – [www.fafsa.gov](http://www.fafsa.gov)) is required for all programs except Concurrent or Express Credits. If you have any questions, please contact the Office of Financial Aid.
- The NNU Tuition Remission Form must be completed each academic year. The form can be found at [www.nnu.edu/hr](http://www.nnu.edu/hr).

#### **Tax Liability:**

As per IRS regulations, tuition remission benefits may have tax implications under the following conditions:

If a child reaches his/her 24<sup>th</sup> birthday during a calendar year, the benefit is a taxable benefit for that full calendar year. The employee's W-2 will reflect the amount of benefit received.

If the child is married and files jointly with his/her spouse, the benefit may be considered taxable.

If the child is age 19-23 and not a full-time student, the benefit may be taxable.

Please check with a tax professional to ensure proper reporting of taxable tuition remission benefits.

#### **J. Leave Policies**

In the event of a mid-month hire, separation, or change, annual and sick leave accrual amounts will be determined as follows:

Hire or addition of hours worked: If the effective date is on or before the 15th of the month, the employee will receive full accrual for that month. If the effective date is after the 15th of the month, the employee will receive one-half of the full accrual for that month.

Separation from employment or reduction of hours worked: If the effective date is on or before the 15th of the month, the employee will receive ½ the usual accrual amount. If the effective date is after the 15th of the month, the employee will receive full accrual for that month.

**1. Annual Leave (Vacation)**

Full-time established University Staff employees are entitled to annual leave time as follows:

EMPLOYMENT PERIOD	ANNUAL LEAVE
Up to 60 Months	.8333 working day per month (10 working days per year; 80 working hours)
61 – 120 Months	1.25 working days per month (15 working days per year; 120 working hours)
121 Months and beyond	1.667 working days per month (20 working days per year; 160 working hours)

Annual leave for non-exempt staff may be taken upon the completion of six months of continuous service. Annual leave for exempt staff may be taken as accrued. If an employee does not have adequate annual leave accrued to cover an absence, the employee must (prior to the absence) obtain authorization to take an unpaid leave. Leave accruals are not permitted to go into a negative accrual.

Annual leave may be accrued up to the number of days allowed for two years (i.e., if an employee who had been employed four years had the maximum number of days accrued, he or she would have 20 accrued days available). Employees working less than full-time in an established position will accrue leave on a pro-rated basis (i.e. a person employed at .625 FTE would accrue leave at .625 of the full-time benefit). If rolling over into the next increment of annual leave accrual, carry over may accumulate to the higher of the two. If the maximum accrual has been reached, no additional leave will be accrued until some has been taken. The intention is for employees to use leave to allow for rest and rejuvenation. If an employee has accrued unused annual leave remaining on his or her last day of employment at NNU, such accrued unused leave will be paid in full at separation of employment.

**2. Sick Leave**

Full-time established University Staff (non-exempt and exempt) earn ten (10) working days of sick leave per year (accrued at the rate of .8333 days per month). Unused sick leave may be accumulated to a maximum of 85 work days (the equivalent of the 120 day waiting period for long-term disability). Part-time established University Staff who work at least 1040 hours per year are eligible for sick leave on a reduced, pro-rated basis.

In addition to employee illness, sick leave uses are limited to the following:

Health care appointments, compassionate and funeral leave, illness of dependent children still living at home, illness of spouse, and up to five consecutive days\* for adult children and parents who are in the hospital or are recuperating from a serious illness or pregnancy. \*Additional time, if requested, must be approved by the supervisor and the Director of Human Resources.

When an employee becomes eligible to receive disability insurance benefits, the employee will no longer be eligible to receive sick leave benefits.

NNU will not pay for unused sick leave on termination of employment.

The employee must report his or her need for sick leave to his or her immediate supervisor as soon as the need for leave is known to the employee but no less than 30 minutes prior to the scheduled time the employee is to report to work.

Sick leave is not to be used as additional vacation days.

If sick leave accrual is exhausted and additional time is needed for sick leave, annual leave will be utilized. Sick leave accruals are not permitted to go into a negative accrual.

If all leave accruals are exhausted and additional time (for an extended period) is needed, employees may apply for unpaid leave through his or her Vice President or the President.

### **3. Parental Leave**

Purpose:

To permit employees who have care-giving responsibilities to have paid time off immediately surrounding the birth of a child or the adoption of a child less than three years of age.

Policy:

After two (2) year(s) of uninterrupted full-time service, full-time employees, working in established positions, are eligible to receive two (2) weeks of paid leave immediately surrounding the birth of their child or the adoption of a child under the age of three years. An application for parental leave is to be completed and submitted to the employee's supervisor a minimum of 90 days prior to the proposed commencement of the leave. Upon the supervisor's approval of the proposed work schedule during the employee's absence, the supervisor will sign and submit the application to the Office of Human Resources for verification of length of service. The Office of Human Resources will then forward the application to the appropriate Vice President (VP). Upon approval from the VP, the approved application will be filed in the employee's separate health record in the Office of Human Resources and the VP will notify the employee and the supervisor of the approval.

This parental leave period is intended to be the two weeks immediately following the birth or adoption, but the start date may be adjusted to best meet the needs of the employee and the University. It is important to

maintain the integrity of the learning environment, the workplace environment and of the educational expectations of each Department. Therefore, the supervisor and employee will work together to find the most equitable arrangement that meets the needs of both the employee and the University. The employee will be excused from all NNU responsibilities during this leave period. The parental leave shall run concurrent with FMLA (Family Medical Leave Act) leave. Sick leave and annual leave shall not be reduced during the stated two-week period but can be used after the two week period if the employee wishes to take more than two weeks off. Employee benefits will continue while an employee is taking parental leave as if he or she were actively working during that period and the employee will be responsible for payment of his or her portion of any benefits and/or premiums. The employee must contact the Payroll Office in advance to make arrangements for payment of premiums and benefits, and Accounts Payable to make arrangements for payment of any personal outstanding accounts receivable prior to the commencement of the leave period.

Employees wishing to take additional paid time off after parental leave has expired, but still within the provisions of FMLA leave, must utilize accrued sick leave, then annual leave up to the time when accrued leave is exhausted. If parental leave and accrued leave are exhausted and the employee has time available under the FMLA leave, he or she may choose to utilize the remaining FMLA leave without pay.

#### **4. Family and Medical Leave Act (FMLA Leave)**

This policy shall serve to outline the conditions under which an eligible employee\* (defined below) may request time off work without pay, and upon return, be reinstated to a substantially similar position, under the regulations of the Family and Medical Leave Act. Questions about this policy should be directed to the Director of Human Resources.

Leave under this policy shall be referred to as “FMLA leave” in accordance with the provisions of the Family and Medical Leave Act. FMLA leave is unpaid except in the limited circumstances described below, and constitutes an approved absence available to eligible employees for up to twelve (12) weeks (during a twelve-month period). In the event the employee and spouse are both employed by the University and both request leave for the birth or placement in adoption or foster care of a child or for the care of a sick parent, FMLA leave is limited to a total of 12 weeks for both employees (rather than 12 weeks for each employee) unless there is an additional unrelated medical condition during the FMLA leave period that is necessitated by a separate serious health condition of the employee or his or her spouse or child.

A “rolling” twelve-month period is used, measuring backward from the date of the requested leave in determining eligibility for FMLA leave.

##### **\*Eligible Employee**

To be eligible for FMLA leave under this policy, an employee must have been employed by the University for at least twelve (12) months and must

have worked at least 1250 hours. If there is a break in service (greater than seven (7) years), the employment prior to the break will not be counted toward this eligibility requirement. Separate stints of employment will be counted for breaks in service of seven (7) years or longer if one of the following applies: 1) break in service due to National Guard or Reserve military service obligation; or 2) there is a written agreement reflecting NNU's intention to rehire the employee after the break in service. Since an employer is not required to retain an employee's personnel records longer than the three-year FMLA record retention period, the burden is on the employee to prove prior service with the employer if the University has not retained the documentation.

Certain University employees, defined solely for the purposes of this policy as "key employees," are not entitled to FMLA leave in a manner described in this policy. The University will notify those individuals who are key employees at the time a request for FMLA is made. Generally speaking, key employees are those salaried employees who are among the highest paid ten percent (10%) of University employees within seventy-five (75) surface miles and for whom keeping the job open during leave would result in grievous and substantial economic injury to the University. All other employees may wish to speak with the Office of Human Resources or read the regulations available at [www.nnu.edu/hr](http://www.nnu.edu/hr).

#### Leave Criteria

An eligible employee may take FMLA leave for one or more of the following reasons:

- Birth of an employee's child;
- Placement of a child for adoption or foster care with an employee;
- When an employee is needed to care for a child, spouse, or parent who has a serious medical condition;
- When an employee is unable to perform at least one of the essential functions of his or her position because of the employee's own serious health condition\*\*.

#### \*\*Serious Health Condition

A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:

Inpatient care – an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity (defined as the inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment of, or recovery from), or any subsequent treatment in connection with such inpatient care.

Any period of incapacity – inability to work (absence of more than three (3) calendar days), attend school, or perform other regular daily activities due to the serious health condition, treatment of, or recovery from.

Treatment – including but not limited to exams to determine if a serious health condition exists and the evaluations of the condition. Treatment does not include routine physical exams, eye exams, or dental exams. A regimen of continuing treatment includes prescription drug therapy (over the counter medications is not, by itself, sufficient), requiring special equipment to resolve or alleviate the health condition (e.g., oxygen), being under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, and for prenatal care. Treatment two or more times by a health care provider must take place within a 30-day period. For chronic conditions requiring periodic visits for treatment, such visits must take place a minimum of twice per year.

#### Intermittent and Reduced-Leave Schedule

FMLA leave may be taken on an intermittent or reduced-leave schedule if it is medically necessary for a serious medical condition of the employee or his/her spouse, child, or parent. As such, FMLA leave may be taken in blocks of time or the employee's normal daily or weekly work schedule would be reduced. The University may require that employees temporarily transfer to a part-time schedule or an alternative position that better accommodates recurring absences. The alternative position may have equal pay and benefits and employees who are transferred to a part-time position may, in accordance with federal law, have a proportional adjustment of certain benefits.

In the case of FMLA reduced-work schedule or intermittent leave for a serious health condition of the employee or a family member, an employee is required to make reasonable effort to schedule the treatment so as not to unduly disrupt University operations, and the University reserves the right to request rescheduling of such treatment in appropriate circumstances.

#### Procedures

##### Required Notice

If the necessity for the FMLA leave is foreseeable, an employee must provide the University with thirty (30) days' advance written notice of a request for a leave, but in any case notice is requested as soon as such notice is practicable (i.e., when the need for FMLA leave becomes known to the employee). Further, failure to provide the required notice may result in denial of FMLA leave. If need for the FMLA leave is foreseeable, employees are requested to make an effort to schedule FMLA leave so that it does not unduly disrupt University operations. Employee must be willing to respond to the University's questions to facilitate the determination of whether or not the absence is FMLA-qualified. Failure to respond to such inquiries may result in denial of FMLA protection if the University is unable to determine that the leave is FMLA qualifying.

### Request for FMLA Leave

An employee requesting FMLA leave must complete a “Request for Family/Medical Leave” request form, available at [www.nnu.edu/hr](http://www.nnu.edu/hr). The request form must be completed in detail, signed by the employee, and submitted directly to the Office of Human Resources. If possible, the request form should be submitted thirty (30) days before the effective date of the FMLA leave. All requests for FMLA leave based on a serious health condition, whether it involves the employee or a family member, may need to include medical certification defined below. A medical certification form (“Certificate of Physician or Practitioner”) is available at [www.nnu.edu/hr](http://www.nnu.edu/hr) and will need to be completed by the employee’s health care provider and returned to the Office of Human Resources prior to when the leave commences. In the event of an emergency (e.g., in the event the employee is incapacitated) a spokesperson such as a spouse, adult child, parent, or doctor may provide notice of the need for FMLA leave and complete the request form.

In addition, the request form must include the following information in cases where FMLA leave is due to serious medical condition:

- a. The reasons for the FMLA leave, including the appropriate medical facts which the health care provider knows about the condition;
- b. The anticipated start date; and
- c. The anticipated duration of the leave.

### 3. Medical Certification

Medical certification is required in those circumstances where an employee seeks FMLA leave for his/her serious medical condition or to care for a seriously ill child, spouse, or parent. Appropriate documentation may be requested to verify the reasons for the FMLA leave. An employee is required to have the University’s medical certification form completed by the employee’s physician or health care provider. This certificate is available at [www.nnu.edu/hr](http://www.nnu.edu/hr). The completed certification does not guarantee approval of the leave request and all employees applying for FMLA leave will be notified within the required period of time as to whether or not the leave is approved. Failure to provide the required medical certification may result in the denial of all FMLA leave and benefits under this policy including the delay or denial of re-employment upon completion of the leave.

The certificate also requires information identifying or indicating:

- a. The date the condition commenced;
- b. The probable duration of the condition;
- c. The diagnosis of the condition;
- d. A brief description of the regimen of treatment; and
- e. Whether inpatient hospitalization is required.

In the case of an employee’s request for FMLA leave due to the employee’s own serious medical condition, the certificate must include a

statement that the employee is unable to perform at least one of the essential functions of his/her position.

In the case of a request for FMLA leave to care for a seriously ill child, spouse, or parent, the certificate must include an amount of time the employee is needed to provide care.

In addition to stating the medical necessity for intermittent FMLA leave or FMLA leave taken on a reduced-leave schedule for planned medical treatment, the certificate must indicate the dates on which such treatment is expected to be given and the duration of the treatment.

In all cases of FMLA leave for a serious medical condition, the University reserves the right to request a second medical opinion at its expense. If the first and second opinions differ, the University may require the binding opinion of a third health care provider, jointly agreed upon by the employee and the University and paid for by the University.

Periodic re-certification also may be required for requested extensions of FMLA leave due to a serious health condition that exceeds thirty days, and in other appropriate circumstances.

The University has the right to directly contact the employee's health care provider for verification and/or clarification purposes. Permission is not required from the employee if direct contact is to verify information provided on the medical certification. If it appears there may be deficiencies in the medical certification, prior approval from the employee will be requested. The employee will be given the opportunity to clarify and/or cure any deficiencies in the medical certification. Should the employee deny permission to contact the health care provider, denial of FMLA leave benefits may result.

The University has the right to require re-certification of FMLA leave no more frequently than every six months.

The University has the right to provide attendance records to the employee's health care provider to facilitate determination of employee's need to be absent from work.

#### 4. Confidentiality

Health care or medical information will be maintained as confidential, and employees are urged to deal directly with the Director of Human Resources. In certain circumstances it may be necessary to divulge certain information concerning any work limitations/restrictions or required information for first aid or safety reasons to the employee's supervisor, safety personnel, or others depending upon the condition and/or situation. In any case, an employee's medical certification (certificate) and any additional medical information will be treated as a confidential medical record, which will be maintained separate from an employee's personnel file.

#### 5. Notification and Reporting Requirements

Employees on FMLA leave due to a serious medical condition will be required to report periodically on their status and their intention (including dates) as to when they will return to work. Additionally, the University reserves the right to require a “Fitness for Duty Report” for those employees on FMLA leave due to their own serious medical condition, before the employee may resume his/her duties. The University is required to give notice to the employee if a Fitness For Duty Report will be requested prior to the employee’s return to work. If the University provides notice to the employee that a fitness for duty report will be required prior to his or her return to work and the employee fails to provide the report, the employee loses his or her rights to reinstatement under the law unless additional FMLA leave has been requested.

When an employee is on intermittent FMLA leave, the University may require fitness for duty certification as much as every 30 days if reasonable safety concerns exist regarding the employee’s ability to perform his or her duties.

6. Concurrent Use of Paid Leave

An employee granted FMLA leave will be required to first apply any accrued or accumulated sick leave and annual leave toward such FMLA leave, as permitted under Federal law, and an employee will not be entitled to any additional FMLA leave, paid or unpaid, during a twelve-month period which is in excess of the FMLA leave granted under this policy.

7. Military Leave Provisions of Family and Medical Leave Act

This law expands FMLA qualified events to include employees caring for an injured service member as well as for employees who have a close family member called to active duty or a member of the armed forces who has been deployed to serve in a foreign country.

Leave because of a qualifying exigency.

This aspect of the law allows for leave arising out of an employee’s spouse, son, daughter, or parent who is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation. Specific reasons for which an employee may take leave are organized in seven categories: 1) short-notice deployment, 2) military events and activities, 3) childcare and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities, and 8) additional activities which arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of such leave.

Leave to care for a covered service member with a serious injury or illness.

Allows an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member to take up to 26 workweeks of leave during a 12-month period to care for the service member.

Leave to care for a covered service member who is undergoing treatment, recuperation or therapy for an injury, as long as the covered service member was a member of the Armed Forces, National Guard or Reserves within five years of requiring care.

Leave to care for a covered service member's serious injury or illness incurred because service on active duty aggravated an existing or preexisting injury(ies).

Certification for leave taken because of a qualifying exigency.

The University may require the employee to provide a copy of the covered military member's active duty orders for the first time the employee requests exigency leave. Active duty orders may be requested no more than once for each separate call to active duty. The University may require certification of the qualifying exigency leave by requiring that the employee provide the following:

1. A description, signed by the employee, describing the facts supporting the leave request and including any available documentation such as copies of meeting announcements, appointments, or copies of bills for service;
2. The approximate date qualifying exigency commenced or will commence;
3. If requested for a single period of time, the beginning and end dates for the absence;
4. If requested for intermittent or reduced schedule basis, an estimate of the frequency and duration of exigency; and
5. If exigency involves meeting with a third party or entity, contact information of the third party or entity and a brief description of the purpose of the meeting.

The University has the right to contact third party(ies) to verify meeting, purpose of meeting, and verification of active duty status.

The University may require employee to obtain certification from an authorized health care provider of the covered service member. The University may seek authentication and/or clarification of the certification. Second and third opinions and re-certifications are not permitted for leave to care for a covered service member.

An "Invitational Travel Order" (ITO) or "Invitational Travel Authorization" (ITA) will be accepted for the duration of time specified in the ITO or ITA. The University may require confirmation of the covered family member's relationship with the service member. If the employee fails to provide complete and sufficient certification, FMLA leave may be denied.

#### 8. Return from Leave

An employee (except for key employees as described above) returning from FMLA leave will be reinstated to the same or an equivalent position upon his or her return to work, except that the employee will not be entitled to any

employment rights or benefits greater than those to which he or she would have been entitled had there been no FMLA leave.

## 9. Benefit Status During Leave

### Health Insurance

An employee eligible for and participating in the group health insurance benefit while on FMLA leave will be retained on the University's group health plan as if he or she were still working, except that the employee must make arrangements with the payroll department for timely payment of the employee's portion of the premium in order to continue such coverage, and if any premium payment is more than thirty days late, coverage will be lost. In circumstances where an employee is on paid FMLA leave by virtue of the substitution of any accrued or accumulated annual or sick leave, the proportionate share of premium deductions will continue to be made from the employee's regular paycheck as if the employee remained at work. Payroll will provide a schedule of the payment amounts and due dates at the beginning of the unpaid FMLA leave of absence. Employees should consult with the Office of Human Resources regarding the continuation of certain other benefits during the period of FMLA leave and the cost associated with continuing the same. FMLA leave will be treated as continuous service in regards to the University's retirement plan.

### Recovery of Premiums

In the event that an employee chooses not to or fails to return from an approved FMLA leave, the employee will be liable for the premiums paid by the employer to maintain insurance coverage during the FMLA leave unless the employee's failure to return to work stems from:

- a. the continuation, recurrence, or onset of a serious health condition of the employee or a family member; or
- b. circumstances beyond the control of the employee.

## K. Campus Holidays

Full-time established employees are given approximately fourteen (14) paid campus holidays per year. Holidays will be determined on a year-by-year basis. The list of current campus holidays is available at [www.nnu.edu/hr](http://www.nnu.edu/hr).

If an employee is on annual or FMLA leave at the time of a paid holiday, the holiday is not charged as FMLA leave time.

## L. Jury Duty

Personnel are encouraged to serve their community when called as jurors or witnesses. In this spirit, employees working in established positions will receive their full pay while serving on a jury and may also keep their jury duty pay. If the employee is called to appear for Jury Duty and is not selected to serve, the employee is expected to return to work. The employee is to give notice to his or her supervisor when called to serve in this capacity.

**M. Professional Leave**

Approved absences may be arranged for personnel to attend workshops and conventions significant to their professional development. These privileges will be granted on an individual basis and should be requested through the supervisor.

**N. Leave of Absence Without Pay**

A leave of absence without pay for a maximum of six months may be requested by any full-time established employee after one full year of service, subject to approval by the supervisor, the Sector V.P., and the Director of Human Resources. Leaves of this nature are expected to be beneficial to the University in some way, and the determination whether to grant such leave requests will take into consideration the impact on the office and/or department. Due to the importance of each position at the University, unpaid leave requests are reviewed and considered with a critical eye. This type of leave is unique and not common.

Any employee who seeks a leave of absence without pay must submit a request for leave of absence without pay to his or her supervisor in writing as far in advance of the intended leave as is possible. Each case will be decided on its own merits based upon the needs of the department and the critical role of the position.

The employee will not accrue annual or sick leave during a leave of absence without pay. NNU's group benefits do not permit coverage during extended leaves. Continuation of medical insurance coverage is outlined in the paragraph entitled COBRA above.

**O. Military Leave**

It is the University's policy to permit employees to take military leaves of absence and to comply with applicable law governing such leave.

A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills, training, or if called to active duty with the United States armed services. The leave will be unpaid. However, employees may use any accrued annual leave for the absence.

Subject to the terms, conditions and limitations of the applicable benefit plans for which the employee is otherwise eligible, health insurance will be provided by the University for the term of the military leave of absence for up to two (2) calendar weeks.

Employees eligible for sick leave, annual leave, and holiday benefits will accrue those benefits during the first two weeks of any military leave of absence.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military

leave must apply for re-employment in accordance with all applicable state and federal laws.

Every reasonable effort will be made to return an eligible employee to his or her previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

An employee who requires military leave should advise his or her supervisor of the employee's need for such leave as soon as possible after the employee's receipt of notification of the need for leave. Further information concerning leave will be provided at that time.

#### **IV. COMPENSATION INFORMATION**

Annual salary letters will be issued to University Staff each year. Coaching positions, if contracted, will be at the direction of the President's office.

All position levels are based on the position description, salary survey data, and comparable positions at NNU. Non-exempt positions are compared to data acquired from employers in the State of Idaho. Exempt positions are compared to data acquired from colleges and universities in the U.S. from CUPA (College and University Professional Association). Data is analyzed annually and will be adjusted no less than every three years to accommodate for cost of living adjustment (COLA). Current salary structures are posted on the NNU HR website.

Adjustments/increases to salary will be based on performance. Performance evaluations will be conducted annually and will include measurements and expectations. Performance adjustments will be contingent upon budget approval by the Board of Trustees.

The complete salary compensation policy is available at [www.nnu.edu/hr](http://www.nnu.edu/hr).

##### **A. Time Sheets and Annual Leave Report Forms**

Federal and state laws require the University to keep an accurate record of time spent on the job performing assigned duties.

Non-exempt staff are required to accurately record the number of hours worked and leave time used each day. Exempt staff must record time away from the office on the monthly leave report form. Altering, falsifying, or tampering with time sheets/leave report forms, or recording time on another employee's form may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to sign his or her time sheet/leave report form to certify the accuracy of all time recorded. The supervisor will review and approve the report before submitting it for payroll processing. In addition, if corrections or modifications are made to the report, both the employee and the supervisor must approve the form thereby consenting to the alteration.

The approved timesheet/leave report form must be submitted to the Payroll Office within two working days of the monthly cutoff date, which is

shown on the form. (It should be noted that employees are paid for hours worked during the month in which they receive pay, even though time reporting is delayed by one-half month.) The Payroll Office maintains sick and annual leave balances based upon accrual and usage policies.

**B. Overtime**

Any hourly non-exempt employee working 40 hours or less within one workweek (from Saturday, 12:00 a.m. to Friday, 11:59 p.m.) will be paid at the regular hourly rate. Any hours worked by a non-exempt employee in excess of 40 per workweek will be paid at 1 ½ times the regular hourly rate. The non-exempt employee's supervisor must authorize all overtime in advance.

**C. Payday Advances**

All NNU employees are paid on the last business day of each month. In the event of an emergency or extreme need situation, an advance can be requested (forms are available in the Payroll Office). Payroll advance requests are subject to approval by the Payroll Manager. Advance requests are processed according to the Accounts Payable check processing schedule. Payroll advances requested after payroll has been submitted for processing will be denied. The amount of any advance may not exceed the compensation earned as of the date of the request. All employees requesting a payroll advance, as provided in this paragraph, must sign a written authorization permitting the University to deduct the amount of the advance from the employee's next paycheck.

**V. DISCIPLINE AND SEPARATION OF EMPLOYMENT**

**A. Discipline**

The University has adopted various work rules and has the right to discipline employees who fail to abide by those rules. The University's policy is to inform employees of the rules whenever possible and to ask that employees use common sense about appropriate behavior. The University retains the discretion to determine the type or level, as well as the timing and sequence, of discipline imposed which can range from an oral warning to a written warning, probation, suspension, or termination.

**B. Separation of Employment**

When an employee leaves employment with the University, either voluntarily or involuntarily, the employee must return all uniforms, equipment, keys, key cards, and other University property.

**1. Voluntary Separation**

At-will employees are free to resign from their employment with the University at any time.

However, the University requests any employee who wishes to terminate employment with the University to give written notice of the intended

resignation to the employee's supervisor at least two weeks prior to the date of separation.

## 2. Involuntary Separation

The University may terminate an at-will employee without cause, notice or formality.

### **C. Reduction or Position Elimination**

In the case of personnel reductions that are determined to be necessary by NNU Administrative and/or Board of Trustees action, several factors may be taken into consideration, though no one factor would be considered primary, in the reduction of positions or removal of individuals from employment with NNU. Factors given consideration would include level, the essential role of the position, the employee's qualifications, the critical job skills of the employee, and the employee's past performance. Seniority will be considered when two employees are considered to be equal in qualifications, job skills, and performance.

### **D. Dismissal For Cause**

For cause terminations do not require advance notice. For cause termination is a severance action by which Northwest Nazarene University terminates its employment relationship with an employee for just cause. The following list of potential offenses is not meant to be all-inclusive and the imposition of any particular method of discipline is not intended to bind the University in future disciplinary actions. Possible causes include, but are not limited to, the following:

1. Incompetence or neglect of duty, insubordination, carelessness, failure to follow supervisor's instructions, or inefficiency.
2. Dishonesty.
3. Advocating views or engaging in conduct that is not in harmony with standards and practices of the Church of the Nazarene, including but not limited to the following: possession or use (including outside of work) of illegal drugs, alcohol as a beverage, tobacco; gambling of any kind; immoral behavior (such as adultery, fornication, practice of homosexuality, use of pornography, cross-dressing, sex-change process and/or surgery), use of profanity or vulgarities, conviction of a felony, or conviction of a misdemeanor involving moral turpitude.
4. Damage (due to negligence or carelessness) to or theft of property belonging to the University, another employee or a student.
5. Revealing or using any confidential business, student, or client information of the University.
6. Violation of the rights of fellow employees, constituents, and/or students, including but not limited to harassment.
7. Falsification or material misrepresentation of credentials and/or experience.
8. Habitual tardiness or excessive absenteeism; absence from work without permission; absence from work without prior notice; failure to

- return from vacation; leaving the job without permission during work hours, or sleeping or deliberate idleness during working hours.
9. Driving a University vehicle with an expired, revoked, or suspended driver's license, driving a University vehicle without authorization received through the NNU Driver's Education process and approval, or driving a University vehicle after the employee has been told that he/she may not drive a University vehicle.
  10. Violating established safety rules and practices, fighting, or horseplay during working hours.
  11. Carrying firearms or other dangerous weapons on University premises.
  12. Misrepresenting the University or its name.
  13. Using University equipment for personal reasons without approval.
  14. Failure to report a personal work injury to the supervisor and the Director of Human Resources.
  15. Using the internet to access inappropriate material.

## **VI. GRIEVANCE DEFINITION AND PROCEDURE**

A grievance is defined as an unresolved complaint related to employment at Northwest Nazarene University. Grievance issues may include, but are not limited to, annual leave, sick leave, dismissal, suspension, demotion, or discrimination relative to gender, race or age. The following outlines the steps in the grievance process:

### **Step 1:**

The employee shall present a written description of the grievance to the immediate supervisor and the Director of Human Resources. Within fifteen working days of receipt of the grievance, the Director of Human Resources, supervisor, and employee will meet to discuss the issue and seek resolution of the problem.

### **Step 2:**

Within fifteen working days of the meeting between the Director of Human Resources, supervisor, and the employee, the supervisor shall provide the employee and the Director of Human Resources with a written, suggested solution to the grievance. If resolution is achieved, both the employee and the supervisor must sign the supervisor's resolution response document. The Director of Human Resources must maintain all documents associated with the grievance as part of the employee's personnel file.

### **Step 3:**

If resolution is not achieved, the Director of Human Resources shall promptly notify the employee of the non-resolution in a dated writing. If the grievant wishes to continue pursuing resolution, the grievant shall, within five working days of the date on the Director of Human Resource's notice of non-resolution, file a request for hearing with the President. This request must be in writing, stating the following:

- a) What the nature of the complaint is;

- b) What steps have been taken to resolve the complaint (including documentation from the process to date);
- c) A recommendation as to what the grievant believes an appropriate solution to be.

**Step 4:**

The Grievance Committee (defined below) shall meet within five working days of the President's receipt of the request for hearing. The employee and supervisor shall be allowed to appear before the committee to present information, documents, written communications, testimony, etc., that are pertinent to the complaint. The fact-finding meetings, discussions, and a decision by the committee shall be limited to ten working days. The chairperson will document the committee's decision in writing and deliver the decision to the employee, supervisor, President, and Director of Human Resources. The Grievance Committee will keep accurate records of all deliberations and actions. These records will be considered confidential and accessible only to the committee, the supervisor, the grievant, the President, the VP for Financial Affairs, and the Director of Human Resources. The documents will become part of the employee's personnel file held in the Office of the Director of Human Resources.

Grievance Committee

The Grievance Committee shall be composed of the following: the University President or his/her appointee, one faculty member (appointed by the University President), and four employees of the same employee group (i.e., non-exempt or exempt personnel currently serving on the University Staff Council). The University President or his/her appointee shall act as chairperson. If any person involved in a grievance is a member of the Grievance Committee, the President will appoint another individual to act as a committee member for that grievance only.

## **VII. AMENDMENT OF UNIVERSITY STAFF POLICY MANUAL**

Amendment of the University Staff Policy Manual may be initiated in the following ways:

**University Staff Council:**

The University Staff Council will periodically review the University Staff Policy Manual and may make proposals for change to the policies contained herein. If such a change is requested, the change will be communicated to the Director of Human Resources who will carry the proposal(s) to the Vice President for Financial Affairs. The Vice President for Financial Affairs will present the proposal(s) to the Administration for consideration and response. The Administration will provide its response to either the Vice President for Financial Affairs or the Director of Human Resources, who will then communicate that response to the University Staff Council. Any amendments made in this manner will then be communicated back to the University Staff Council and all University Staff.

**The Administration (President's Cabinet):**

The Administration of NNU has the authority to amend and to propose amendments to any portion of the University Staff Policy Manual, at any time. When amendments are initiated by the Administration, the amendments will be communicated to the University Staff Council. The Council may provide comments on the amendments to the Administration, which may include a request that the Administration consider an alternative. The amendment(s) will be communicated to the University Staff.

**Board of Trustees:**

The Board of Trustees has the authority to amend the University Staff Policy Manual at any time. When amendments are initiated by the Board of Trustees, the amendments will be communicated to the University Staff following the meeting wherein the amendment was adopted.



## VIII. UNIVERSITY NON-EXEMPT STAFF

### Tuition Benefits

Full-time non-exempt University Staff receive tuition benefit for themselves, their spouse, and eligible dependent children (defined as the employee's biological, adopted, or step children under the age of 24 and who have not yet completed an undergraduate degree) as described below. Tuition benefits include Concurrent, Express, and Traditional Undergraduate tuition benefits beginning the semester following the employee's hire date, as noted below. Books and fees are not included. Part-time non-exempt University Staff are not eligible to receive tuition benefits.

### Employee:

Full-time, non-exempt University Staff may enroll in traditional undergraduate classes at NNU with full tuition benefit for not more than two classes per semester. One class may be taken during working hours; any other class must occur during non-working hours. Only one course may be taken per summer session. Non-exempt personnel actively pursuing a specific degree may request special consideration for additional class time. The employee tuition remission form is available at [www.nnu.edu/hr](http://www.nnu.edu/hr) and must be completed prior to registration.

Full-time, non-exempt University Staff may apply for the accelerated Business Degree program, which includes accelerated general education courses. If approved to attend, the employee will receive 100% tuition and will be required to sign an Agreement wherein it states that continued employment (with the University) two years beyond the completion of his or her last class is required. Books and fees will be the responsibility of the employee. No other accelerated degree programs are available for this benefit.

Time spent in class during scheduled working hours is not work time and must be made up during the same workweek, as coordinated with the supervisor. Non-exempt University Staff will not be permitted to make up class time if it would place them in an overtime status. Courses that directly benefit the employee's current job may qualify for full work release time, subject to approval by the employee's supervisor and the Director of Human Resources.

### Spouse & Dependent Children:

Traditional undergraduate tuition benefits will be available to the spouse and eligible dependent children on the following basis:

During the 1 <sup>st</sup> 12 months of continuous full-time employment	25%
During the 2 <sup>nd</sup> 12 months of continuous full-time employment	50%
During the 3 <sup>rd</sup> 12 months of continuous full-time employment	75%
After the 36th month of continuous full-time employment	100%

## **IX. UNIVERSITY EXEMPT STAFF**

### **Employment Outside NNU**

Exempt University Staff employees must obtain approval from the immediate supervisor and appropriate Vice President before seeking, accepting or engaging in employment in addition to his or her position at NNU.

### **Tuition Benefits**

Full-time exempt University Staff receive 100% tuition benefit for themselves, their spouse, and their eligible dependent children (defined as the employee's biological, adopted, or step children under the age of 24 who have not yet completed an undergraduate degree). Tuition benefits include Concurrent, Express, and Traditional Undergraduate tuition. Books and fees are not included. Part-time exempt University Staff receive the tuition benefit at a pro-rated amount based upon FTE. Exempt University Staff working less than ½-time or in a temporary position are not eligible to receive tuition benefits.

Full-time exempt University Staff may apply for 100% tuition benefits in an NNU Graduate program as per the Graduate Program Policy available at [www.nnu.edu/hr](http://www.nnu.edu/hr). Graduate tuition benefits may be taxable as per IRS Guidelines. Books and fees are not included and are the responsibility of the employee.

### **Moving Expenses**

For a new exempt employee, the University will pay that portion of the moving expenses which is equal to (a) the first 10% of the faculty base salary for the academic year in which the person is employed at NNU if moving from Montana, Wyoming, Colorado, New Mexico or farther west; or the first 12.5% of the base salary if moving from states between the Western Region and the Eastern Region; or the first 15% of the faculty base salary if moving from east of the Mississippi River; and (b) one-half of the remainder, except that the University's total contribution will not exceed 30% of the faculty base salary figure for the academic year in which the employee is employed by NNU. Allowable moving expenses include direct costs of transporting family members and household goods from the former place of residence to Nampa. Any employee leaving of his or her own volition prior to the completion of three years' service will be required to repay the reimbursed moving expenses as follows: one-third of the reimbursed amount will be forgiven for each year served. For example, if an employee leaves after two years of service, moving expenses paid on his or her behalf will be forgiven at 2/3 and the remaining 1/3 will be reimbursed to NNU prior to the employee's final paycheck.

Some reimbursed moving expenses may be taxable under state or federal tax law. If you have questions about taxability of this benefit, please confer with a your own tax professional. If a new exempt employee has questions as to whether or not specific expenses are reimbursable, please check with the Office of Human Resources prior to incurring the expense.



NORTHWEST NAZARENE  
UNIVERSITY

Acknowledgment

A copy of the University Staff Policy Manual is available at <http://www.nnu.edu/hr/>. I acknowledge that I have received instruction as to how to access the Policy Manual, that I am responsible for reading and understanding the provisions of the University Staff Policy Manual and that I will ask the Director of Human Resources for clarification if I have a question or concern regarding any provision of the University Staff Policy Manual. \_\_\_\_\_  
(Initial)

**I also understand that all employment with the University is at-will, meaning that either I or the University may terminate the employment relationship at any time, for any reason or no reason, with or without cause, notice or formality, unless there is an express written contract of employment that: (a) is signed by me and an authorized officer of the University and (b) promises employment to me for an express period of time or limits the reasons for which my employment may be terminated.**

I understand and agree that, except for the “Employee Likeness” statement contained herein, nothing in the Northwest Nazarene University Staff Policy Manual (“Manual”) constitutes a contract or legally enforceable agreement. Moreover, the Manual is not a contract of employment nor does it constitute an expression of a guarantee or expectation of continued employment. I further understand that NNU retains the right to modify the terms of the University Staff Policy Manual at any time without permission of the employees, that no employee or representative of NNU has any authority to enter into any agreement or make any policies, oral or written, inconsistent with this University Staff Policy Manual, and that this edition of the University Staff Policy Manual supersedes any previous policies, handbooks, or representations, oral or written, which are inconsistent with it.

This hardcopy or electronically signed Acknowledgment will be placed in your personnel file.

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date