



**NORTHWEST**  

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**MISSOURI STATE UNIVERSITY**

## **Employee Handbook**

**Approved by Board of Regents  
January 27, 2022**

Office of Human Resources  
Northwest Missouri State University  
Administration Building 125  
800 University Drive  
Maryville, MO 64468

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## **CHAPTER 1 INTRODUCTION**

### **1.1 Welcome**

Welcome to Northwest Missouri State University. The University's main responsibility, as a public institution of higher learning, is to provide a quality education for all who attend. All activities are carried out with this goal in mind and each employee has a role in helping to achieve it. The University enjoys the reputation of having the most beautiful, functional, and friendly campus in the state. Without the cooperation and support of all employees, this reputation would not be possible. Courtesy and mutual respect among students, faculty, and staff are of utmost importance in creating an environment conducive to education.

This Employee Handbook has been prepared by the Office of Human Resources as a guide to inform exempt and non-exempt staff of their responsibilities and benefits. Employees are strongly encouraged to read this Employee Handbook and keep it available for reference. In addition to the policies outlined in this Employee Handbook, each employee should familiarize himself or herself with the specific policies and responsibilities of their department. Every attempt has been made to ensure that this Employee Handbook is complete and that the policies and procedures contained herein conform to local, state and federal requirements. Employees who have questions about employment policies or procedures that are not answered in this Employee Handbook should contact their supervisor, department head, or the Office of Human Resources for assistance. The most recent edition of the Employee Handbook is also available on the myNorthwest web portal.

### **1.2 At-Will Employment**

This Employee Handbook is not a contract of employment. Unless otherwise agreed in writing signed by the Board of Regents and subject to these policies and any applicable law, all University employees are employed on an at-will basis. This means that employment is not guaranteed for any specific duration of time, and the University retains the right to terminate an individual's employment at any time, with or without cause. No oral representations made by a University employee with respect to continued employment can alter this relationship. Likewise, no statement made in this Employee Handbook is intended to alter the at-will nature of employment with the University.

### **1.3 Policy Changes**

The University retains the right to change, modify, suspend, interpret, or cancel in whole or in part any of its published or unpublished policies or practices, with or without advance notice. If statements in this Employee Handbook are found to be in conflict with existing or future local, state or federal laws or regulations, such rules shall supersede and prevail over the Employee Handbook statements. This edition of the Employee Handbook supersedes all previous editions of the Employee Handbook.

The regulations and policies contained herein shall cover all administrative, professional, and support staff employed by the University. Policies pertaining to faculty members are contained in the Faculty Handbook.

## **CHAPTER 2**

### **GENERAL POLICIES AND PROCEDURES**

#### **2.1 Nondiscrimination/Equal Employment Opportunity Statement**

Northwest Missouri State University emphasizes the dignity and equality common to all persons and adheres to a strict nondiscrimination policy regarding the treatment of individual faculty, staff, students, third parties on campus, and applicants for employment and admissions. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, pregnancy, ancestry, age, disability, genetic information, veteran status, or any other legally-protected class, in employment or in any program or activity offered or sponsored by the University, including, but not limited to, athletics, instruction, grading, the awarding of student financial aid, recruitment, admissions, and housing. As an equal opportunity employer, the University promotes and maintains affirmative action programs to ensure that all individuals participate fully in every facet of employment opportunities.

Persons having inquiries concerning the University's compliance with this policy or any laws and regulations prohibiting discrimination are directed to contact the following:

- An employee with questions or concerns about any type of discrimination in the workplace, including discriminatory harassment, is encouraged to bring these issues to the attention of the Equal Employment Opportunity (EEO) Officer, who may be contacted at: EEO Officer, Northwest Missouri State University, 800 University Drive, Maryville, Missouri, 64468-6001 (660-562-1128).
- Questions or concerns regarding the University's compliance with Title IX may be directed to the University's Title IX and Equity Office or Deputy Title IX Coordinators. The University has designated the following Title IX Coordinator and Deputy Title IX Coordinators as named in the University's Title IX Policies and Procedures:

Dr. Stephanie Krauth  
Assistant Vice President of Title IX and Equity  
305 Administration Building  
Tel: 660.562.1476  
Email: [skrauth@nwmissouri.edu](mailto:skrauth@nwmissouri.edu)

Krista Barcus  
Assistant Vice President, Human Resources (Deputy Employee Coordinator)  
125 Administration Building  
Tel: 660-562- 1128  
Email: [kbarcus@nwmissouri.edu](mailto:kbarcus@nwmissouri.edu)

- For student ADA/Section 504 related questions or concerns, please contact:  
Dr. Stephanie Krauth  
Assistant Vice President of Title IX and Equity  
305 Administration Building  
Tel: 660.562.1476  
Email: skrauth@nwmissouri.edu
- For all other inquiries related to discrimination at the University, please contact:  
Dr. Stephanie Krauth  
Assistant Vice President of Title IX and Equity  
305 Administration Building  
Tel: 660.562.1476  
Email: skrauth@nwmissouri.edu

No individual will be subject to any form of retaliation, discipline, or other adverse action for reporting conduct in violation of the University's nondiscrimination/EEO policy, assisting/cooperating in making a complaint, or assisting with the investigation of a complaint. Any individual who believes they have experienced or witnessed retaliation should immediately notify the appropriate member(s) of the administration as identified above. Those found to be engaging in any type of discrimination in violation of the law or University policy will be subject to disciplinary action, up to and including dismissal or termination of employment.

Copies of the University's Equal Employment Opportunity ("EEO") Guidelines are available in the Office of Human Resources.

## **2.2 Harassment**

### *Northwest's Commitment*

All members of the University community have an interest in increasing and maintaining an environment free from harassment, including sexual harassment. Sexual harassment is a violation of federal and state law, as well as Northwest policy. All faculty, staff, and students need to be aware that they will be subject to disciplinary action for violations of this policy up to and including termination. Northwest is committed to providing an environment in which individuals are treated fairly and with respect. Harassment will not be tolerated under any circumstances within the University's jurisdiction, whether it is in an academic, employment, residential, or social situation.

### *Definition of Sexual Harassment*

Defined by the Equal Employment Opportunity Commission ("EEOC"), unwelcome sexual advances, requests for sexual favors, and other verbal or physical contact of a sexual nature constitute sexual harassment when:



- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing, or
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions or academic evaluations affecting such individual, or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working, academic, or social environment.

Examples of conduct that may constitute sexual harassment include:

- Verbal: suggestive comments about a person's clothing, body, or sexual activity; humor or jokes about sex or about gender-related characteristics; sexual innuendos and comments; direct or indirect threats linked to sexual propositions or sexually-explicit questions
- Nonverbal: suggestive or insulting sounds (leering, whistling); display of sexually-explicit pictures or photographs; obscene gestures; staring at a person's physical features
- Physical: intentionally brushing a person in passing; inappropriate touching, patting, or tickling; pinching or squeezing; coerced sexual activity and sexual assault
- Written: suggestive notes, letters; suggestive E-mail messages, text messages

### *Reporting Procedure*

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. If you feel you have experienced or observed any form of unlawful harassment, please take the following actions:

- Promptly advise the offender(s) that the conduct is unwelcome and request that it be stopped immediately.
- Document the incident as to date, time, place, witnesses, and nature of the incident.
- Report the incident to the EEO Officer immediately.

In all cases, the EEO Officer or his or her designated representative will be available to hear complaints. The EEO Officer can be contacted at: EEO Officer, Northwest Missouri State University, 800 University Drive, Maryville, Missouri, 64468-6001 (660-562-1128).

### *Additional Points*

Every effort will be made to ensure the confidentiality of those who report a complaint or participate in the procedures. Persons making false accusations in harassment cases will be subject to disciplinary action, up to and including termination of employment. Persons who retaliate against those who report sexual harassment, use the reporting procedures, or are involved in the harassment procedure, will likewise be subject to disciplinary action, up to and including termination.

## **2.3 Consensual Amorous Relationships**

### *In General*

There are special risks in any sexual or romantic relationship between individuals in inherently unequal positions, and parties in such a relationship assume those risks. In the University context, such positions include (but are not limited to) supervisor and employee, senior faculty and junior faculty, mentor and trainee, and professor and student. Because of the potential for conflict of interest, exploitation, favoritism, and bias, such relationships may undermine the real or perceived integrity of the supervision and evaluation provided. Such relationships may be less consensual than the individual whose position confers power or authority believes. The relationship is likely perceived in different ways by each of the parties to it, especially in retrospect.

Moreover, such relationships may harm or injure others in the academic or work environment. Relations in which one party is in a position to review the work or influence the career of the other may provide grounds for complaints by third parties when that relationship gives undue access or advantage, restrict opportunities, or creates a perception of these problems. Furthermore, circumstances may change, and conduct that was previously welcome may become unwelcome. Even when both parties have consented at the outset to a romantic involvement, this past consent does not remove grounds for a charge based upon subsequent unwelcome conduct after notice is given that such conduct is no longer welcome.

Where such a relationship exists, the person in the position of greater authority or power will bear the primary burden of accountability, and must ensure that he or she – and this is particularly important for teachers – does not exercise any supervisory or evaluation function over the other person in the relationship. Where such recusal is required, the recusing party must also notify his or her supervisor or department head, so that such supervisor or department head can exercise his or her responsibility to evaluate the adequacy of the alternative supervisory evaluative arrangements to be put in place. Staff members, may instead, as an option, notify the Office of Human Resources. To reiterate, the responsibility for recusal and notification rests with the person in the position of greater authority or power. Failure to comply with these recusal and notification requirements is a violation of this policy, and therefore grounds for discipline, up to and including termination.

### *With Students*

The University will view it as unethical and a violation of this policy if University employees engage in sexual or romantic relationships with students enrolled in their classes or subject to their supervision. Such employee-student relationships may include, but are not limited to, faculty and student, advisor and advisee, teaching assistant and student, coach and athlete, and the individuals who supervise the day-to-day student living environment of student residents. The behavior is, in most cases, unethical even when the relationship is consensual (i.e., both parties have consented), because the voluntary consent of the student is in doubt, given the power imbalance in the student-employee relationship. Even if consent were to be shown, a clear conflict of interest would still exist which might create the appearance of discrimination or favoritism in grading or access to educational opportunities. Relationships between a graduate student and an undergraduate student, when the graduate student has some supervisory responsibility for the undergraduate student, are covered by this policy.

An employee with questions or concerns about consensual amorous relationships in the workplace is encouraged to bring these issues to the attention of the EEO Officer.

## **2.4 Disability and Reasonable Accommodation**

### *Northwest's Commitment*

Northwest Missouri State University is committed to providing an accessible and supportive environment for employees with disabilities. Equal access for qualified employees with a disability is an obligation of the University under Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 ("ADA"), and the ADA Amendments Act of 2008 (ADAAA). The University does not discriminate on the basis of disability against otherwise-qualified individuals in any program, service or activity offered by the University. The University is committed to ensuring that no otherwise qualified individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids or other appropriate services; however, accommodations cannot result in an undue hardship to the University or fundamentally alter the essential functions of the job.

### *Implementation and Responsibility*

Employees are responsible for initiating requests for any desired disability related workplace accommodations. Requests by employees should be made to supervisors or to the Office of Human Resources.

Supervisors/Department Heads are responsible for receiving requests for workplace accommodations, informing employees of the process and referring requests to the Office of

Human Resources. Supervisors are also responsible for initiating a discussion concerning accommodations when they have reason to believe that an employee's disability precludes the employee from initiating a request. Supervisors should inform the Office of Human Resources of all requests for accommodations.

Office of Human Resources and the Office of Equity and Accessibility are responsible for evaluating the request, determining what type of documentation is necessary, and determining if the requested accommodation is appropriate and effective.

### *Definitions*

**Disability:** The term "disability" means, with respect to an individual— (a) a physical or mental impairment that substantially limits one or more major life activities of such individual, (2) a record of such an impairment; or (3) an impairment that is episodic or in remission if it substantially limits a major life activity when it is active.

**Substantial Limitation:** An impairment is substantially limiting if it prohibits or significantly restricts an individual's ability to perform a major life activity as compared to the ability of the average person in the general population to perform the same activity. The determination of whether an impairment substantially limits a major life activity depends on the nature and severity of the impairment, the duration or expected duration of the impairment, and the permanent or long-term impact of the impairment.

**Major Life Activity:** A major life activity is defined as the act of caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

**Qualified Individual with a Disability:** An employee or applicant for employment who, with or without a reasonable accommodation can perform the essential functions of the position.

**Reasonable Accommodation:** A modification or adjustment to a position, an employment practice, or the work environment that makes it possible for a qualified individual with a disability to perform the essential functions of the position. Examples of reasonable accommodations may include, but are not limited to: (1) making existing facilities readily accessible to and usable by persons with disabilities; (2) job restructuring, modifying work schedules, reassignment to a vacant position; or (3) acquiring or modifying equipment or devices, adjusting or modifying examinations, training materials, or policies, and providing qualified readers or interpreters.

**Essential Job Function:** The fundamental duties of the position or the primary reasons the position exists. The University does not have to eliminate an essential function from the position, nor does it have to lower quality or performance standards to make an accommodation, as long as those standards are applied uniformly to employees with or without a disability. The University does not have to create a new position to accommodate an employee.

**Undue Hardship:** An accommodation or action requiring significant difficulty or expense when considered in light of factors such as the University's size, financial resources, and the nature and structure of its operation. Undue hardship also refers to an accommodation that is unduly expensive, substantial, or disruptive, or one that would fundamentally alter the nature of the position.

#### *Procedure to Request a Reasonable Accommodation*

Applicant and employee requests for reasonable accommodations shall be made to the Office of Human Resources. The Office of Human Resources will work together with the Office of Equity and Accessibility and will immediately contact the EEO Officer with each request.

#### *Appeals/Grievance Procedure*

In the event an employee disagrees with the determination and/or proposed accommodation, he or she may contact the EEO Officer.

#### *Confidentiality*

All necessary steps will be taken to ensure the confidentiality of information pertaining to an employee's disability or request for accommodation. Information should be shared on a limited basis with supervisors or department heads regarding necessary accommodation, first aid, emergency procedures, and insurance companies, as necessary. All medical records of employees are kept in separate confidential files.

## **2.5 Illegal Drug and Alcohol Policy**

Northwest Missouri State University ("The University") recognizes its responsibility to foster a learning environment that minimizes negative impact of high-risk alcohol use and drug use/possession on student life and academic success. The University recognizes that unlawful drug use must be prohibited and care must be taken to allow alcohol only in settings where it is responsible to do so, and to ensure that policies do not result in an atmosphere in which irresponsible or dangerous alcohol use is likely to result.

The University takes seriously the need to enforce federal, state and local rules and laws prohibiting the illicit use of drugs and limiting alcohol on campus and at University-sponsored events. In accordance with the Drug-Free Workplace Act of 1988, the Drug-Free Schools and Communities Act Amendments of 1989 as well as other federal, state, and local laws, the University has adopted this anti-drug and alcohol abuse policy for its campus, employees, faculty, students and student organizations. (Faculty and staff are collectively referred to as “Employees” throughout this policy)

Annual distribution of alcohol and drug prevention materials to all students and Employees are accomplished through the Annual Security Report.

As mandated by federal regulation, the University compiles a Biennial Review of the University’s alcohol and drug policy and initiatives. It can be found at <https://revisor.mo.gov/main/OneChapter.aspx?chapter=631>.

### *Drug Free University*

The University prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance on University owned or controlled property, as any part of a University activity, and while doing University work. The University prohibits individuals from being under the influence of illegal drugs on University owned or controlled property or as part of a University activity.

This practice does not prohibit use of legally obtained drugs, including prescription drugs and over-the-counter drugs, while on University premises, while engaged in a University activity, or while performing University work, provided those drugs are used in accordance with the prescription by the prescription holder or with over-the-counter directions.

Such use by an Employee must not impair the Employee’s ability to perform the essential functions of his or her job effectively and in a safe manner. An Employee using prescription or over-the-counter drugs is required to report such to their supervisor or the Office of Human Resources if it may affect the Employee’s capacity to perform job duties or may create a danger to the Employee or others.

Employees must report to the University any conviction or guilty plea under a criminal drug statute for violations occurring on or off University premises. A report of conviction must be made to the Office of Human Resources within five (5) days after the conviction or guilty plea.

University policy does not recognize use of illegal drugs or abuse of other drugs as an excuse for misconduct of any kind – including violations of University policies – by Employees, students, or student organizations.

## *Use of Alcohol*

### *Responsible Use of Alcohol*

University policy also does not recognize the misuse of alcoholic beverages as an excuse for misconduct of any kind – including violations of University policies – by Employees, students, or student organizations. Emphasis is placed on the responsible use of alcohol. Responsible drinking is the use of alcohol in ways that do not negatively affect either the individual or the community and do not violate the law. Alcohol is not permitted anywhere on University property except as specified in the University's Alcoholic Beverages on University Property Policy found on myNorthwest under the Policies tab.

Other than responsible use in the context of appropriate University-related social events, Employees may not use, possess, distribute, sell or be under the influence of alcohol while on University premises or doing University work.

### *Alcohol/Drug Testing*

To ensure an environment free of illegal drugs and irresponsible use of alcohol, the University reserves the right to require an Employee to undergo alcohol and/or drug testing (such as on urine and/or blood) as a condition of employment or continued employment at the following times:

1. Reasonable Suspicion. "Reasonable suspicion" exists when an Employee exhibits signs of impairment due to the use of illegal drugs and/or irresponsible use of alcohol. In such a situation, an Employee may be asked to report to a testing facility for a drug/alcohol screening.
2. Post-Accident. An Employee who is involved in an accident or other incident while on University business that results in injury and/or property damage who exhibit signs of impairment will be assessed using reasonable suspicion and may be asked to report to a testing facility for drug/alcohol testing.

The University will incur the cost of the drug/alcohol screening. The following may result in disciplinary action up to and including termination of employment with the University: (1) a confirmed positive drug screening, and/or (2) a confirmed positive alcohol screening that demonstrates illegal conduct or – outside of responsible use in the context of appropriate University-related social events – alcohol use while on University premises or doing University work. Additionally, interference with or refusal to submit to a drug and/or alcohol screening will result in disciplinary action up to and including termination of employment with the University. Two or more diluted or adulterated samples, without a medical explanation, will be deemed interference.

The University reserves the right to inspect or search University vehicles, desks, and/or other University property at any time. Refusal to cooperate will subject the Employee to disciplinary action up to and including termination of employment from the University. A confirmed positive drug and/or alcohol screening (regardless of responsible use of alcohol) or any other violation of this policy may also influence an Employee's workers' compensation and/or unemployment compensation benefits.

#### *Potential University Sanctions*

Any Employee, student, or student organization found to be in violation of this policy will be subject to appropriate disciplinary action pursuant to University policies and consistent with local, state, and federal laws. Such disciplinary action may include counseling, mandatory participation in an appropriate rehabilitation program, a verbal or written warning, suspension from or termination of employment or academic program, and expulsion from the University. Sanctions will be determined pursuant to applicable Employee, faculty, student, or student organization procedures. In addition, violators may be referred to appropriate law enforcement authorities for prosecution.

#### *Drug Convictions and Student Financial Aid Eligibility*

Under federal regulations, students convicted for a drug offense that occurred during a period of enrollment while they were receiving Title IV Federal Student (Financial) Aid, lose eligibility for that aid. Federal Student Aid includes grants, loans, and work assistance otherwise provided to eligible college students under Title IV of the Higher Education Act. The period of non-eligibility begins on the date of the conviction and remains in effect until the student has met certain rehabilitation requirements.

The prohibition on federal aid applies to any student who has been convicted of any offense under any Federal or State law involving the possession or sale of a controlled substance as defined by Section 102(6) of the Controlled Substances Act (21 U.S.C. § 802(6)). Laws regulating distilled spirits, wine, and malt beverages are not included within the definition of "controlled substance."

Other financial aid programs, including certain state programs, may also limit eligibility for students convicted of a drug offense.

#### *Parental Notification*

It is not the intent of the University to institute a policy of parent notification for every incident involving student use of alcohol or other controlled substances. Rather, student affairs personnel will use these guidelines to intercede in situations where alcohol and drug abuse has led to situations which threaten the health or safety of individual students, has contributed to significant deterioration of the living-learning community, or has interfered with a University sponsored activity or event.



Examples of incidences in which parents could be notified include intoxication or impairment which was deemed to be health threatening, fighting, harassment, or property damage which can be linked to excessive drinking or drug use. Evidence of recurring patterns of alcohol or drug related violations, residence hall violations, and/or other violations of the University's judicial code may also result in parent notification.

### *Federal, State, and Local Alcohol and Drug Laws*

#### *Federal Law*

Federal law provides strict penalties for violation of federal drug laws. For a first conviction of illegal possession of a controlled substance, a person may be imprisoned for up to one year and/or fined at least \$1,000 but not more than \$100,000; after two or more prior convictions the penalty increases to at least 90 days in jail but not more than three years and/or a fine of at least \$5,000 but not more than \$250,000. Federal trafficking penalties for controlled substances (such as marijuana, heroin, cocaine, PCP and LSD) range from less than five years in prison and/or a fine of less than \$250,000 to life imprisonment and/or a fine of up to \$8 million (for an individual). Other penalties may apply, such as forfeiture of personal and real property used to possess or to facilitate possession of a controlled substance, denial of certain federal benefits, and revocation of certain federal licenses.

Certain federal laws may apply to unlawful manufacture, possession, and trafficking of alcohol as well. Penalties range from fines to prison terms.

#### *State and Local Law*

Missouri law and local law also provide penalties for violations of laws relating to the unlawful manufacture, sale, use or possession of controlled (and/or imitation of) controlled substances and alcohol. In addition, Missouri and localities have laws relating to underage drinking, driving while intoxicated or under the influence of alcohol and/or illicit drugs. Sanctions for violations may range from local citation to state law felonies. Penalties may range from small fines to prison terms, depending on the violation and past criminal history of the individual.

### *Health and Safety Risks of Drug and Alcohol Use*

#### *Alcohol Health and Safety Risks*

Alcohol use carries several risks. These include drinking/driving accidents, increased incidents of rape and assault, academic problems, police involvement, medical problems including alcohol abuse and dependence and fetal alcohol syndrome, and fatalities.

### *Substance Abuse Health and Safety Risks*

Substance abuse may result in a wide array of serious health and behavioral problems. Substance abuse has both long and short-term effects on the body and the mind. These effects may include toxicity, HIV infection with intravenous drug use, heart attack, stroke, sudden death, pregnancy complications, birth complications and defects, physical and psychological dependence, withdrawal, disruption of normal heart rhythm, high blood pressure, stroke, bleeding and destruction of brain cells, memory loss, depression, infertility, impotency, immune system impairment, kidney failure, cirrhosis of the liver, and neurological and pulmonary damage.

### *Further Information*

Further information on these laws and penalties is available at <http://www.nwmissouri.edu/facts/pdf/AlcoholDrugReview.pdf>.

### *University and Community Resources and Referral Information*

Northwest Missouri State University provides counseling services for students and Employees seeking assistance or information concerning alcohol and drug issues. Students wishing to take advantage of this service may contact the University Wellness Services at (660) 562-1348. Employees wishing to take advantage of this service may contact the Hartford at [www.guidanceresources.com](http://www.guidanceresources.com) or toll free 1-800-964-3577.

In addition, other resources are available. Several self-help groups hold meetings throughout the area, including Alcoholics Anonymous, Narcotics Anonymous, and Al-Anon. Individuals can contact the National Clearinghouse for Drug and Alcohol Information (800-729-6686), which is operated by the U.S. Department of Health and Human Services and staffed 24 hours a day, 7 days a week; specialists provide information and referrals.

### **Addendum A: Alcoholic Beverages on University Property**

Alcohol is not permitted anywhere on University property except as follows:

- The possession and consumption of alcoholic beverages is permitted during home football games in designated locations by those that are of legal age. Alcoholic Beverage on University Property Guidelines shall clearly specify areas, times, and circumstances under which the possession and/or consumption of alcohol is allowed.
- The possession and consumption of alcoholic beverages may be permitted at functions and activities at the Gaunt House, and single specific events, as approved by the President (or his/her designee). Such approval may be granted as provided in the Alcoholic Beverage on University Property Guidelines, so long as the campus food service provider or third-party vendor contracted to provide such service is responsible for the possession and distribution of alcohol. Any third-party vendor must possess a

valid liquor license and shall adhere to all applicable laws and regulations concerning alcohol.

The possession and consumption of alcoholic beverages is prohibited in residence halls at all times.

Students, student organizations, and employees should refer to the University Student and Employee Illegal Drug and Alcohol Policy provided above in this employee handbook for further information on University policies and procedures concerning drug and alcohol use and abuse prevention. Specifically, the Responsible Use provisions of the most recent version of that policy apply; as of the date of this policy, those provisions, subject to revision, state:

- University policy...does not recognize the misuse of alcoholic beverages as an excuse for misconduct of any kind – including violations of University policies – by employees, students, or student organizations. Emphasis is placed on the responsible use of alcohol. Responsible drinking is the use of alcohol in ways that do not negatively affect either the individual or the community and do not violate the law. Alcohol is not permitted anywhere on University property except as specified in the University's Alcoholic Beverage on University Property Policy.

#### *Alcoholic Beverages on University Property Guidelines*

These guidelines are designed to inform the University community of the availability of alcoholic beverages on University property. They are subject to revision and subject to the University Student and Employee Illegal Drug and Alcohol Policy as well as the University Alcoholic Beverages on University Property Policy.

#### General Guidelines:

1. Individuals, organizations or other entities participating in University events and tailgating at which alcohol is present are responsible for their own conduct and expected to respect the rights of others and the University community.
2. Individuals, organizations and other entities should follow all federal, state, and local laws and regulations – as well as University policies, procedures, and guidelines – pertaining to the use, serving, sale, and distribution of alcohol at all times.
3. The University does not permit or condone the consumption, possession, or distribution of alcoholic beverages by or to any individual under the age of 21 under any circumstance. Official identification may be required to verify that an individual consuming or possessing alcohol on University property is of legal age for doing so.
4. Advertising as to availability of alcohol on University premises is prohibited.
5. The University Police Chief and/or the Vice President of Student Affairs (or their designees) may place additional restrictions on the possession, use, and distribution of alcohol on University property and/or at University events at any time.

6. The University President is the final appeals authority for all decisions made under these guidelines and/or additional restrictions on the possession, use, and distribution of alcohol on University property and/or at University events.

#### Tailgating Guidelines:

7. Alcohol is permitted at tailgating events before each home football game, starting five hours before game time and no earlier than 8 a.m. on game day and ending at kickoff.
8. No one under the age of 21 is permitted to consume or possess alcohol.
9. Possession and/or consumption of alcohol may take place only in parking lots 60, 62, 63, and Lot 1 (Visitors Tailgate). No possession and/or consumption is allowed in the area known as the Raymond J. Courter College Park Pavilion. This area on game day is known as the Hy-Vee Bearcat Zone.
10. Possession and/or consumption of alcohol is prohibited outside of the designated tailgating lots (Lots 60, 62, 63 and Lot 1 (Visitors Tailgate)) with the exception of the suites at Bearcat Stadium.
11. Anyone possessing and/or consuming alcohol shall possess a valid photo identification establishing that he/she is 21 years of age or older and comply with a request to show such identification when requested by law enforcement or game security personnel.
12. Kegs, party-balls, multi-quart containers, and bulk-dispensing of alcohol are prohibited.
13. Glass containers are prohibited. Aluminum and plastic containers are recommended for the safety of all fans.
14. In an effort to maintain a safe and responsible atmosphere, no one may possess or consume alcohol from any device or apparatus designed to consume alcohol at a greater-than-normal rate of speed (including but not limited to funnels or beer bongs).
15. Drinking games (included but not limited to beer pong) or other designated efforts that may promote excess drinking are prohibited.
16. The sale of beer and/or alcoholic beverages is prohibited.
17. Those providing alcohol for themselves and their guests should provide non-alcoholic beverages and food as well.
18. Providing alcohol to anyone other than your guests is prohibited. Individuals or groups may not allow unrestricted access to alcoholic beverages.
19. Tailgaters are responsible for disposing of garbage. They must take particular care to dispose of or secure any unattended containers of alcohol appropriately. Failure to comply this policy may result in criminal charges, loss of tailgating privileges and/or student disciplinary charges.
20. The University reserves the right to refuse tailgating privileges to anyone at any time. Inappropriate and/or illegal conduct will result in the loss of tailgating privileges [without refund], and may result in permanent loss of such privileges at any time [without refund].

#### Bearcat Stadium Suites:

21. Alcohol (beer/wine/liquor) is permitted within the suites.

22. Suite Owners must provide alcohol for the suite (see Supplying Suite with Alcohol).
23. All non-alcoholic beverages/water must be purchased via Northwest Campus Dining and outside products are not allowed to be brought to the suite.
24. All alcohol is required to be consumed in plastic cups (provided by Northwest).
25. Kegs and other common bulk containers are not allowed at any time.
26. No one under the age of 21 is permitted to consume or possess alcohol. Verification of age of suite guests is the responsibility of each suite holder.
27. Anyone possessing and/or consuming alcohol shall comply with request to show valid photo identification establishing that he/she is 21 years of age or older if requested by law enforcement, game security personnel or University official.
28. In an effort to maintain a safe and responsible atmosphere, no one may possess or consume alcohol from any device or apparatus designed to consume alcoholic beverages at a greater than normal rate of speed (including but not limited to funnels or beer pongs).
29. The sale of alcohol at any point within the suite is strictly prohibited.
30. Alcohol may not be shared between suites.
31. All patrons must be in possession of a suite ticket or a game day suite access pass to access the suite level prior to and during the game.

**Supplying Suite with Alcohol:**

32. Suite Holder (or designee) must bring any alcohol to be consumed within their suite to the press box prior to game day. Suite holders must contact Athletic Department representatives to make plans for dropping off alcohol. Secure refrigerated storage will be provided in each suite by Northwest.
33. No alcohol may be brought in to the suite on game day.

**General Suite Rules:**

34. Alcohol must be consumed in and remain within the suite at all times. No alcohol is permitted to move from suite to suite, on the walkway or outside of the third floor area.
35. Beverages cannot be taken from the third floor to any other area of the stadium.
36. Alcohol consumption must conclude no later than the end of the 3<sup>rd</sup> quarter.
37. Maximum number of guests per suite is 20 (12 tickets and eight game day suite access passes).
38. Suites are requested to be cleared within 30 minutes of the conclusion of the game.
39. Violation or abuse of alcohol policies will be addressed by University personnel or designees.
40. The University reserves the right to suspend/terminate alcohol privileges for violation of rules and/or conduct detrimental to Northwest Missouri State University.

**Other University Event Guidelines:**

41. The possession and consumption of alcoholic beverages may be permitted at functions and activities at the Gaunt House, in the J.W. Jones Student Union, and single specific events,
  - a. As approved by the President (or his/her designee).

- b. Where the campus food service provider contracted to provide such service is responsible for the possession and distribution of alcohol. Any third party vendor must, in addition to other terms provided in the contract,
  - i. Possess a valid liquor license,
  - ii. Adhere to all applicable laws and regulations concerning alcohol,
  - iii. Obtain all appropriate and necessary liquor permits and pay all charges associated with obtaining those permits,
  - iv. Provide all qualified, trained personnel necessary for dispensing and controlling alcoholic beverages at the event, and
  - v. Maintain liquor liability insurance, including contractual liability coverage, by endorsement to commercial general liability insurance or otherwise, with limits of not less than \$1,000,000 per occurrence.
- 42. The majority of guests attending such an event must be 21 years of age or older.
- 43. Access to the event must be restricted to invited guests.
- 44. Service shall end at least 30 minutes prior to the scheduled conclusion of the event.
- 45. Any alcohol consumed shall be purchased or provided by the campus food service.
- 46. Alcohol will be available only by the glass or single-service container.
- 47. Non-alcoholic beverages and food must be provided at all events where alcoholic beverages are served. Food quantity must be relative to the volume of alcohol served (i.e. providing popcorn or snack mix is not sufficient for a cash bar).
- 48. Participants may not remove alcohol from the event location.
- 49. Admission should not be charged for events where complementary alcohol is served.
- 50. No University funds or student fees may be used to purchase alcoholic beverages for events covered by these guidelines.
- 51. Alcohol may not be brought to an event by participants except as provided in the Tailgating and Bearcat Stadium Suites Guidelines.
- 52. To the extent a sponsoring organization wishes to supply alcohol for an event, it may not do so through the University and must address the matter to the campus food service provider.
- 53. Requests to serve alcohol must be submitted via the online request form found on the Auxiliary Services homepage and submitted to the University Scheduling Coordinator to be processed at least 21 days prior to the event. Final approval will be made by the University President or his/her designee.

## **2.6 Smoke-Free Campus**

The University is committed to providing an environment that is safe and healthy. Consistent with this policy, the University became a smoke-free campus as of August 1, 2010. Smoking is prohibited on all University owned or leased property and in all University vehicles. This policy will apply to all students, employees, contractors, volunteers, and visitors on University-controlled property. Smoking encompasses cigarettes, cigars, pipes, and all other forms of smoke-generating products.

Cats Advocating Smoke-Free Environment (CASE) along with the University Wellness Center will coordinate University efforts for policy notification, education, promotion, support and assessment to ensure successful implementation.

The University reserves the right to initiate disciplinary procedures against any individual found to be in continuous violation of this policy; however all faculty, staff, and students will have a collective responsibility to promote the safety and health of the campus community and therefore share in the responsibility of enforcement. Individuals observed smoking are to be reminded in a professional and courteous manner of the University policy.

## **2.7 Solicitation**

The University's policy regarding solicitation on campus is covered in the following resolution of the Board of Regents.

"No agent, solicitor, peddler, or other person shall solicit, offer for sale or sell any subscription, policy, service, article or things whatsoever ... upon the premises of the University, while it is in session, and for one half hour before school convenes and for one half hour after school has dismissed, PROVIDED this prohibition shall not apply to any school, University or civic enterprise specifically approved by the President of the University."

The attention of the faculty, staff, and students of the University and all other persons is directed to the above resolution and full cooperation is required. Solicitation for a University project must be made in writing to the Student Affairs Office.

## **2.8 Outside Activities and Other Employment**

Employees are expected to consider his/her job with the University as his/her primary employment responsibility. While work other than for the University is not prohibited, hours worked in outside employment must not coincide or conflict with hours of work for the University. Outside employment and activities must not detract from work responsibilities at the University, must not interfere with performance of University duties, nor create a conflict of interest. Questions concerning this policy should be directed to the Office of Human Resources.

## **2.9 Political Activity**

Northwest Missouri State University actively encourages employees to exercise their rights as citizens and to participate in the political life of their community, state and nation. However, in all areas of participation a University employee has the responsibility to make clear that he/she is in no way representing the University.

### *Activity in Political Party Organizations*

A. Employees may engage in lawful political activities:

1. Of organizations of political parties qualified to place candidates on the ballot in accordance with Missouri statutes or of political parties seeking such qualifications;
  2. Of nonparties or bipartisan groups seeking the election of candidates to public office or the approval or disapproval of issues which are or may be submitted to the voters for approval, or;
  3. On behalf of individual candidates for public office, including candidates for membership of any political committee established by Section 115.611 R.S.Mo., et. seq., (formally Chapter 120, R.S.Mo.).
- B. Such activity, like any other personal, non-official undertaking, must be done on the individual's own time and should not interfere with University duties.
- C. Employees may contribute funds to above parties, groups or candidates or expend funds on behalf of parties, groups, candidates or issues, subject only to state and federal laws which regulate political contributions.

#### *Elections to or Holding Public Offices*

Before officially announcing as a candidate for or accepting any elective office, employees must inform their supervisor of such intention and that supervisor must make the fact known to the President of the University through appropriate channels. If regulations permit, the President will offer no objection to the candidacy, provided it does not require time or attention that should be given to University duties.

- A. Subject to requirement of notice to the President, an employee may, without permission of the President, become a candidate for and hold a non-partisan part-time position as a member of a school board, member of a city council, member of a county legislative body or other local school or municipal office that is part-time, conducted on the individual's own time, and does not interfere with University duties.
- B. The holding of any elective full-time office in local, county, state or the federal government, including state representative or senator, is forbidden while the person is employed by the University. Before accepting such an office, a person is required to resign their University post. A person seeking selection to such an office must resign or request a leave of absence as of the date of filing in the primary.
- C. The policy is subject to any applicable provision of law or determination of the Missouri Ethics Commission.

#### **2.10 Employment of Relatives**



No Regent, officer, faculty, or employee shall participate, either directly or indirectly, in a decision to appoint or hire an employee of the University, including regular and part-time appointments, who is related to such person within the fourth degree by blood or marriage. It also shall be a violation of this policy for an employee to supervise, either directly or indirectly, the work of another employee who is related within such fourth degree, unless the supervisory role is specifically approved by the President of the University. A relative within the fourth degree includes, but is not limited to spouse, child, grandchild, great-grandchild, great great-grandchild, parent, grandparent, great grandparent, great great-grandparent, brother/sister, aunt/uncle, great aunt/uncle, niece/nephew, grandniece/nephew and cousin. All relationships are included, whether full-, half-, step-, foster-, adopted, or in-law. An employee or supervisor who has a question pertaining to the relatives covered by this policy should contact their supervisor or the Office of Human Resources.

## **2.11 University Closings, Cancellations, and Essential Staff**

Emergencies, such as inclement weather, may arise and the President or his/her designated representative will make the decision and announcement of any University closings or cancellations. Northwest Missouri State University will maintain essential services and operations as needed. When a closing or cancellation occurs, essential staff will report to work as usual. Essential staff provides services that relate directly to the health, safety, and welfare of the University, ensure continuity of key operations, and maintain and protect University properties.

Employees within the areas of University Police Department, Facility Services, and Residential Life are designated as essential staff. Essential staff is required to report to work during an emergency or when the University has suspended operations. There are some individuals who may be required to perform essential services remotely. Those individuals will be identified in advance and notified by their supervisor. In most cases essential staff is expected to be on-site.

Essential staff should treat a University closing as a regular work day. Non-Exempt essential staff reporting to work or non-essential staff who are asked to report to work during a University closing or cancellation will receive one and one-half (1.5) times his/her regular working hour rate of pay.

An essential nonexempt employee who is called to work on site or to work remotely outside his/her scheduled shifts will receive 1.5 times his/her regular rate of pay along with automatic 2.5 hour minimum. The working time is from the time the employee receives the call until the task has been resolved.

## **2.12 Workplace Violence and Threats**

The University is concerned about the safety of its employees and is committed to maintaining a work environment that is secure and free from incidents of violence or threats of violence.

The University will not tolerate incidents of violence because such incidents are contrary to and interfere with University objectives. Acts of aggression are often precursors to actual violence so the University will give immediate attention and serious consideration to all reports of incidents of aggression and will initiate appropriate actions.

This policy defines aggression broadly as any of the following: unwelcome forceful physical touching; intimidating, threatening or hostile actions; intimidating, threatening or hostile communications, whether oral, written, or nonverbal, made in person or communicated by or any other means; vandalism; arson; sabotage; throwing objects; unauthorized possession or use of a weapon on University property; or any other acts or communications of a similar nature. This policy also covers interpersonal conflicts occurring off campus that may create the risk of aggression resulting from such conflicts being carried out on campus.

The Assistant Vice President of Human Resources is responsible for the overall implementation and oversight of the University's workplace aggression management plan. After University Police responds to a threat or act of aggression, the Assistant Vice President of Human Resources will determine whether further investigation is required, the manner of that investigation, and will oversee any such investigation of the incident. The Assistant Vice President of Human Resources, the Assistant Director of Wellness Services - Counseling, and University Police Chief shall also be charged with reviewing incidents of aggression to identify ways in which similar incidents can be prevented. The Assistant Vice President of Human Resources shall also coordinate all critical incident debriefings of students, staff or faculty that are affected by the incident.

All University employees are required to immediately report any acts or threats of aggression. If urgent, call University Police (660-562-1254) or call 911. For help with non-urgent threats, call the Office of Human Resources (660-562-1128) or Wellness Services (660-562-1348).

All employees and students who apply for or obtain a protective or restraining order (Ex Parte, Full Order of Protection, Child Protection Order) which lists University property as being a protected area must provide a copy of the Order to University Police and the Office of Human Resources.

## **2.13 Weapons**

To improve the overall safety of the campus community, employees (other than University Police officers) are not permitted to bring weapons on the University campus. Prohibited weapons include guns, switchblades, or other knives (deemed to be dangerous or illegal), hunting bows, explosives, or other items which could be construed as weapons, such as paintball/airsoft guns. A violation of this policy will be considered a serious offense, and employees violating this policy will be subject to disciplinary action, up to and including termination of employment.

## **2.14 Workplace Surveillance and Searches**

The University may utilize reasonable surveillance and search measures that ensure an appropriate work environment and compliance with University policies and applicable law. Subject to legal requirements, the University reserves the right to inspect and search all work areas, desks, computers, file cabinets, lockers, lunch boxes, or other containers, and personal vehicles on University premises. In addition, all records contained in computers (including voice mail and e-mail) and storage devices (including removable media) should be business-related, and are therefore open to inspection by the University in accordance with University policies, subject to applicable legal requirements.

## **2.15 Driver Requirements**

University employees and students may be authorized to operate University vehicles for the purpose of conducting University business, provided they have an appropriate and valid U.S. driver's license for the vehicle being used, and agree to operate the vehicle in a safe and prudent manner. The driver's requirements are in addition to any requirements, standards, operating restrictions, or suspensions imposed by Missouri law. Drivers are to have in their possession a valid driver's license at all times.

## **2.16 Information Technology**

It is the policy of the University to maintain access for its community to local, national and international sources of information and to provide an atmosphere that encourages the free exchange of ideas and sharing of information. Access to this environment and the University's information technology resources should be considered a privilege and must conform with all laws, with University policy, and with any policies specific to a resource. All University employees are subject to the University's technology policies, which can be found on the University's Information Systems website at:

<http://www.nwmissouri.edu/compserv/ClientComputing/ComputingPolicies.htm>.

## **2.17 Children in the Workplace**

The University values family life and has worked to develop employment policies and benefits that are supportive of families. While the University seeks to focus on providing an environment open to work and family issues, it also believes that the work place should not be used in lieu of a child care provider.

It is the policy of the University that minor children in an employee's care may not be present at an employee's workplace (e.g., office, classroom, shop area), in lieu of other child care arrangements, during the employee's working hours. The supervisor is responsible for

enforcing this policy in their respective work areas. This policy is not intended, however, to prohibit children from the campus when the purpose of their visit is to attend classes or to participate in University-sponsored activities specifically scheduled for their benefit.

## **2.18 Mediation/Arbitration Policy**

Northwest Missouri State University recognizes that differences may arise between the University and the employees of the University before, during or following employment and that those differences may or may not be related to the employee's employment. In most instances, these differences are resolved informally. However, where this does not produce a complete resolution, the only recourse has been litigation. The litigation process is costly to all parties and is extremely time consuming. The University believes there is a better method to resolve disputes that cannot be resolved informally or through internal dispute resolution procedures. That method is a two-step alternative dispute resolution technique of mediation and arbitration – which is a fair and equitable procedure to resolve disputes.

Consequently, the University has adopted as its policy this Mediation and Arbitration Policy (hereinafter "Policy"). Under this Policy, claims or controversies as defined in this Policy (hereinafter "Claims"), arising out of the employee's hiring, employment or termination, that the employee may have against the University and that the University may have against the employee, which are not resolved informally or through internal dispute resolution procedures, shall be resolved through mediation, and, if necessary, exclusive, final and binding arbitration as provided in this Policy.

### *Claims Covered by this Policy*

The Claims covered by this Policy include, but are not limited to, claims for breach of any contract; tort claims; claims for discrimination or retaliation including, but not limited to, race, color, religion, national origin, sex, sexual orientation, gender identity, pregnancy, ancestry, age, disability, genetic information, or status as Vietnam-era veteran; claims for violation of any federal, state, or other governmental law, statute, regulation or ordinance; and any other claims arising under common law, which employee may have against the University or the University may have against employee.

Claims against the University include Claims against its Board of Regents, officers, directors, employees or agents of the University, in their capacity as such or otherwise. Claims against the University also include claims against the employee benefit plans of the University and its administrators, sponsors, fiduciaries, agents and employees of such plans.

### *Claims Not Covered by this Policy*

The only claims not covered by this Policy are claims the employee may have for workers' compensation and unemployment compensation benefits and claims for which no legal right exists.

### *Employee Benefit Claims*

In the case of a Claim for denial of benefits under any University employee benefit plan, any and all employee benefit plan claim filing and appeal procedures must be utilized and exhausted before this Policy is utilized.

### *Mediation*

Where a Claim arises between the University and the employee which is not resolved through informal procedures, the University and the employee will attempt to settle the Claim through mediation under the American Arbitration Association's National Rules for the Resolution of Employment Disputes ("Employment Rules"), which are in effect at the time the Claim is submitted to the American Arbitration Association, except to the extent the Employment Rules have been modified by this Policy. A copy of the Employment Rules may be obtained from the office of the American Arbitration Association.

If the AAA is unable or unwilling to administer mediation, the University and the employee will attempt to settle the Claim through mediation in accordance with the applicable rules of a similar arbitration organization, as mutually agreed upon by the University and the employee.

The University and the employee shall each bear respective costs for legal representation at any such mediation. The cost of the mediator shall be shared equally by the parties.

### *Arbitration*

If the Claim is not resolved through mediation, the Claim shall be settled by exclusive, final and binding arbitration in accordance with the American Arbitration Association's National Rules for the Resolution of Employment Disputes ("Employment Rules"), which are in effect at the time the Claim is submitted to the American Arbitration Association, except to the extent the Employment Rules have been modified by this Policy. A copy of the Employment Rules may be obtained from the office of the American Arbitration Association.

If the AAA is unable or unwilling to administer arbitration, the Claim shall be settled by exclusive, final and binding arbitration in accordance with the applicable rules of a similar arbitration organization, as mutually agreed upon by the University and the employee.

Jurisdiction for arbitration shall be in the county and state where the employee is employed by the University.

The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Policy including, but not limited to any claim that all or any part of this Policy is void or voidable.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable that would have been available if the matter had been heard in court. Judgment upon an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The University and the employee shall each bear respective costs for legal representation at any such arbitration. The cost of the arbitrator and court reporter, if any, shall be shared equally by the parties.

#### *Governing Law*

Implementation of this Policy shall in all respects and at all locations be pursuant to the Federal Arbitration Act and the applicable laws of the State in which the Employee is employed with the University.

#### *Not an Employment Agreement*

This policy does not in any way alter the “at-will” status of an employee’s employment. Nothing in this Policy will limit the employee’s right to resign from the University for any reason or no reason, or the University’s right to terminate the employee’s employment for any reason or no reason.

#### *Change or Revocation*

The University reserves the right to change or discontinue this Policy at any time upon prior notice to employees from the University, except that any Claim submitted under this Policy to mediation or arbitration before the effective date of any modification or discontinuance shall continue to be resolved through this Policy as it existed before modification or discontinuance. Employees are deemed to have agreed to the provisions of the Mediation/Arbitration Policy by virtue of accepting employment with the University and/or continuing employment with the University.

## **CHAPTER 3**

### **EMPLOYMENT POLICIES AND PROCEDURES**

#### **3.1 Employment Applications**

The University relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in this information or data may result in the University's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

#### **3.2 Orientation**

Upon the commencement of employment, employees will attend an orientation program conducted by the Office of Human Resources. During orientation, employees will receive information regarding University policies, compensation and benefit programs, and other general information about the University. Employees will complete all employment paperwork and forms required for payroll, insurance enrollment, fringe benefit programs, and retirement. Departments will provide their employees with a more specific orientation concerning the department and the employee's position.

#### **3.3 Background Checks and Criminal Convictions**

Candidates selected for University positions are required to pass a background check. This background check may include, but not be limited to, criminal history, verifications of employment and education, and driving records. If the candidate challenges the information contained in the background check with the screening agency, the University is not required to hold open the position. Consideration will be given to the relationship between the information obtained in the background check and the responsibilities of the position. A relevant job-related conviction or guilty plea is grounds for termination of employment or non-selection of the candidate. Convictions and guilty pleas include all felonies and misdemeanors except minor traffic violations in relation to any position which does not require driving. For positions that require operation of a motor vehicle, the terms conviction and guilty plea shall include minor traffic violations.

Applicants for employment who plead guilty to or are convicted of a criminal violation after they have applied should contact the Office of Human Resources within five (5) days of the conviction or guilty plea. Individuals who have begun employment with the University must notify their supervisor within five (5) days of a conviction or guilty plea to a criminal violation. Failure to report a conviction or guilty plea is grounds for discipline up to and including termination of employment or non-selection of an applicant. Supervisors should notify the Office of Human Resources immediately upon being informed of any such conviction or guilty plea.

### **3.4 Job Postings**

University system-wide vacancy announcements of employment opportunities are available online on the University's website. Information regarding employment opportunities are also posted on the Office of Human Resources bulletin board located on the first floor, Administration Building.

### **3.5 Immigration Sponsorship**

Northwest Missouri State University ("Northwest") understands the importance of recruiting, hiring, and retaining the best candidates who possess critical knowledge and skills for its open positions. To accomplish this, Northwest has elected to provide immigration sponsorship to certain employees for U.S. work authorization. This policy addresses the eligibility requirements for immigration sponsorship and applies to full-time employees at Northwest.

#### **General Policy:**

Northwest will provide immigration sponsorship for U.S. work authorization to certain faculty, administrative, and staff positions on a case-by-case basis. This policy is intended to provide a set of consistent guidelines by which Northwest determines the positions that will be sponsored, the individuals responsible for making decisions about sponsorship, the types of immigration sponsorship petitions and applications that Northwest will file on behalf of its employees, and the costs and fees covered by Northwest.

Northwest retains the right to make decisions about immigration sponsorship on behalf of its employees. The Office of Human Resources at Northwest has the authority over the immigration sponsorship petitions and applications made by the university.<sup>1</sup> The individual Schools and Departments will work directly with the Office of Human Resources on all immigration matters. Northwest has hired immigration attorneys to represent Northwest, provide legal advice about the sponsorship process, and file immigration sponsorship petitions and applications on behalf of Northwest. Only Northwest's immigration counsel may file immigration-related applications and petitions on behalf of Northwest, including, but not limited to H-1B petitions, O-1 petitions, any nonimmigrant extension, and immigrant petitions under the outstanding professor or researcher category and based on the permanent labor certification application process.

All petitions, applications, and matters will be processed through Northwest's designated immigration counsel. Northwest assumes no responsibility, is not responsible for fees, and will not sign any immigration petition, application, or other immigration-related matter where an employee has independently retained immigration counsel outside of Northwest's designated immigration counsel. In the event that an employee does retain separate immigration counsel to file a petition or application that does not require Northwest's sponsorship, the employee will assume all responsibility and will be responsible for all fees and costs associated with the

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<sup>1</sup> Authorization for sponsorship for F-1 immigration status and related Curricular Practical Training and Optional Practical Training authorization is solely the purview of the International Student Office.



matter. The employee also must notify the Office of Human Resources in advance of any immigration petition or application made to ensure that Northwest has an accurate record of the employee's work authorization and to ensure that any current or prior immigration processes that Northwest has undertaken on behalf of the employee will not be adversely affected and/or will not adversely affect the employee's current immigration status and work authorization.

Please keep in mind that the filing of an immigrant or nonimmigrant petition is not a guarantee of continued employment, nor a guarantee of any fixed-terms or conditions of employment, nor a guarantee that the petition will be granted. Additionally, all offers of employment, contracts, continued employment, and all other agreements, including tenured and tenure-track, between Northwest and the individual are contingent upon the individual's having the legal right to work for Northwest in the U.S. If at any time the individual loses the legal right to work for Northwest in the U.S. or an effort to obtain U.S. work authorization is unsuccessful, Northwest retains the right to terminate employment immediately or rescind an offer of employment. Northwest will not be held responsible to the individual for any expenses incurred, time spent, or any other offers of employment which were declined. Northwest will not assume responsibility for any individual who perjures, makes false statements, or otherwise misrepresents Northwest or himself/herself when obtaining visa documents or entering into the United States.

Northwest will make all reasonable efforts to obtain the requested immigration benefit. However, Northwest cannot guarantee any result. Northwest may end or withdraw its sponsorship at any time. Northwest reserves the right to make final decisions based on Northwest's interest and compliance with U.S. law, regulations, and policy concerning all cases. Northwest reserves the right to amend its Immigration Policy without notice and at Northwest's discretion.

#### Positions Eligible for Sponsorship:

Except as otherwise noted, this policy applies to all Northwest employees. Northwest will support employer-sponsored petitions for work authorization for titled Instructors, tenured and tenure-track faculty upon request from the School or Department.

Northwest will support other employees for work authorization on a case-by-case basis based on the needs of the individual School or Department and in consultation with the Office of Human Resources and immigration counsel.

#### Nonimmigrant Sponsorship:

Often, there are multiple types of nonimmigrant categories available to employees. Generally, Northwest will seek H-1B status on behalf of the sponsored employee, but there may be circumstances where a different type of nonimmigrant status will facilitate work authorization sooner or provide a better long-term immigration path for the employee's career at Northwest. Northwest and its immigration counsel will consider the individual employee's experience, education, abilities, and the position to be filled in determining the immigration category

sought for the employee. Northwest, at its sole discretion, determines the appropriate immigration status.

Extensions:

Northwest will initiate the extension of an employee's current nonimmigrant status approximately seven months prior to expiration. The Office of Human Resources will review the employee's most recent performance evaluation and seek approval to file from the employee's School or Department. Northwest reserves the right, in its sole discretion, to not extend work authorization. The employee must notify the Office of Human Resources if there are plans to travel outside of the country while processing extensions as international travel could jeopardize the filing.

If an employee is not contacted about the extension five months prior to the expiration date, then the employee is advised to contact the Office of Human Resources immediately. Northwest assumes no liability or responsibility in the event filing deadlines are not met due to the employee's failure to timely provide supporting materials.

Permanent Residence Sponsorship:

Because permanent residence sponsorship requires a substantial commitment of resources, permanent residence sponsorship is only generally offered when there is a compelling institutional need and where the individual employee has demonstrated a significantly high level of performance.

For tenured or tenure-track faculty, sponsorship for permanent residence usually is considered only after the faculty member has completed six full semesters of teaching. The Provost has the discretion to waive this requirement on a case-by-case basis only where there is a demonstration by the School or Department that the employee's position is one in which qualified candidates are not regularly available in the labor market or that the faculty member is a critical part of the School or Department.

Decisions on the type of permanent residence case that will be filed on behalf of tenured or tenure-track faculty member are made by the Office of Human Resources in consultation with the employee, immigration counsel and the School or Department. When available and financially feasible, Northwest will seek to file labor certification applications on behalf of its employees and will take advantage of the special rules for college and university professors.

For all other employees, sponsorship for permanent residence is only available after the employee has completed at least three years of employment with Northwest or in the case of an employee on an H-1B visa, during the employee's fourth year in H-1B status. The employee must be in good standing. Northwest, at its sole discretion, determines the appropriate permanent residence strategy. The Provost has the discretion to waive this requirement on a case-by-case basis only where there is a compelling institutional need and where the individual has demonstrated a significantly high-level of performance.

#### Final Expiration of Status:

In certain cases, an employee may reach the maximum number of years allowable in a nonimmigrant status before obtaining their permanent residence. If this happens, it may be necessary for the employee to depart the U.S. for a minimum of 12 months or be placed in inactive status until work authorization is obtained; and employment may be terminated due to lack of authorization to work in the U.S. In all cases, Northwest assumes no financial obligation for failure of the immigrant visa to be approved. Northwest will work closely with the employee, School or Department and immigration counsel to determine strategy in such a situation. In all instances, however, the decision as to whether or how to proceed will be at Northwest's sole discretion.

#### Dependents:

Northwest is not responsible for the immigration needs of foreign national dependents (i.e., spouse and children), which are the sole responsibility of the employee. Additionally, Northwest does not track immigration status expiration dates or status of dependent family members. Employees are expected to initiate any initial petition, extension, and when applicable, work authorization for dependents on their own. Employees may retain separate immigration counsel to prepare and file applications for family members or may separately retain the services of Northwest's immigration counsel.

#### Northwest Payment of Costs and Fees Associated with Immigration Sponsorship:

##### *For Faculty and Staff:*

If Northwest elects to sponsor an employee for work authorization, Northwest will cover costs and fees, including filing fees and attorney fees that the employer is required to pay by law. This includes all costs and fees related to the H-1B petition and permanent labor certification application process. Northwest also agrees to cover the costs and fees associated with other immigration petitions or applications for temporary work authorization on behalf of the employee where H-1B status is not available. Northwest will cover those costs and fees associated with the Form I-140 Immigrant Petition and Form I-485 Application to Adjust Status for the sponsored employee. Premium processing fees will be covered on a case-by-case basis only where expedited processing is necessary to ensure continued work authorization on behalf of the employee. Northwest will not pay premium processing fees to enable the employee to engage in discretionary travel, even if it invalidates existing work authorization.

##### *For Dependents of Faculty and Staff:*

Northwest does not cover any costs and fees associated with the filing of applications for dependent family members to include, but not limited to, H-4 applications, extensions, and Form I-485 Applications to Adjust Status.

#### Travel:

Northwest assumes no responsibility in the event an employee travels outside the U.S. and is denied reentry into the U.S. or is unable to secure a U.S. visa from the U.S. Consulate. Employees are required to notify the Office of Human Resources and immigration counsel

regarding employment-related travel outside of the United States in advance of travel dates. All work-related travel assignments must be pre-authorized and approved by the Office of Human Resources in advance. Employees are strongly encouraged to notify the Office of Human Resources and immigration counsel regarding personal travel outside of the United States to ensure the employee is advised of all potential travel restrictions, consular processing procedures, and documentation required for re-entry into the United States.

As noted above, Northwest will not pay for premium processing expenses where an expedite decision is desired in order for the employee to engage in discretionary travel, even if the travel invalidates existing work authorization. Northwest will not assume responsibility for costs or fees associated with discretionary travel.

**Contact Information:**

All U.S. immigration processes will be initiated by the Office of Human Resources in partnership with our immigration counsel. Inquiries related to immigration sponsorship should be directed to Michelle Drake in the Office of Human Resources at [mdrake@nwmissouri.edu](mailto:mdrake@nwmissouri.edu) or 660-562-1115.

### **3.6 Transfers Between Departments**

Employees seeking a job transfer or promotion should make application as indicated on the job description posted by the Office of Human Resources. Employees are selected on the basis of their qualifications and are encouraged to seek advancement. Lateral transfers may be made if the employee is given approval for release from his or her current department head. The department hiring will initiate the Personnel Action Form for the transfer.

### **3.7 Dual Employment**

No individual may occupy more than one full-time position, or the hourly equivalent thereof, within the University employment structure.

### **3.8 Personal Data Changes**

It is the responsibility of each employee to promptly notify the University of any changes in personal data. Mailing address, telephone numbers, number and names of dependents, marital status, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. The Office of Human Resources should be notified immediately of any such changes.

### **3.9 Employee Performance Evaluations**

The University expects each employee to perform the duties of his/her position at the highest level of performance possible. All employees should have their performance evaluated

periodically to document their performance and provide feedback. The value of performing and documenting a performance evaluation includes, but is not limited to, fostering the professional development of employees, providing clarification of job expectations, raising employee morale, documenting and correcting performance problems, assessing employees for promotional opportunities, and reviewing individual levels of performance in comparison to established standards, as well as identifying individual goals that support the University's mission.

### **3.10 Separation from Employment**

Employment at the University shall be “at will” and shall be terminable “at will” by the University or the employee with or without cause. No representative of the University has any authority to enter into any employment agreement for any specified period of time or to make any employment agreement contrary to the foregoing. Oral statements and representations are not binding on the University, and any exception to the foregoing must be made in writing and agreed to in writing by the University’s Board of Regents. Separation of employment with the University can occur in several ways. The following is an explanation of each type of separation of employment and the procedures that apply to each type of separation of employment.

#### *Resignation*

An employee may terminate employment with the University by submitting a written resignation to his/her supervisor or department head. All resignations should include the reason for leaving the University and the date of resignation which will be the last day the employee is physically present at work. Employees who plan to resign are asked to provide the University with reasonable advanced notice (or as otherwise provided by agreement). The supervisor or department head shall immediately forward the written resignation to the Office of Human Resources.

#### *Layoff*

It may become necessary to reduce the number of University employees because of a reduction of work or funds, the elimination of positions or other material change in the duties or organization, or for other related reasons. If such a reduction is necessary, the Office of Human Resources may recommend, and the departmental administrator or supervisor involved will designate, the employee or employees to be laid off and submit such recommendations to the President or his designee.

#### *Termination*

Employment with the University is “at will” and may be terminated at any time. The University, at its discretion, may utilize progressive disciplinary procedures in appropriate circumstances. Dismissal requires the approval of the Office of Human Resources.

#### *Non-Reappointment*

When an employee is appointed to a position with a limited fixed term, no additional notice of termination will be provided.

## *Retirement*

There is no mandatory retirement age for University employees. Employees who plan to retire are asked to provide the University with reasonable advanced notice. This is to allow ample time for the employee withdrawal process as well as the processing of appropriate retirement benefit forms to ensure that retirement benefits to which the employee may be entitled commence in a timely manner. A letter of retirement should be submitted to the employee's supervisor or department head, which will then be forwarded to the Office of Human Resources.

### **3.11 Exit Interview and Property Clearance**

When employment with the University is discontinued, for any reason, the employee is responsible for returning all University property in his/her possession. Employees who are leaving the University shall cooperate with their supervisor to complete an Exit Procedures Checklist, which shall be submitted to the Office of Human Resources. A forwarding address must be included on the Exit Procedures Checklist. Employees are encouraged to participate in an exit interview with the Office of Human Resources.

### **3.12 Confidentiality**

Employees of the University, and the University anticipate that while serving the University, employees may come into contact with, produce, and/or learn confidential information concerning the University's personnel, business, including but not limited to its method of doing business, trade secrets, patents, data, and other similar information. Employees shall have access to such information under the conditions that such confidential and/or proprietary information remain confidential and the property of the University.

- A. All information of a tangible or intangible nature disclosed to Employee, shall be considered confidential and the property of the University.
- B. All rights in and title to confidential information, related materials, samples, products, data or processes disclosed to employees, shall remain the property of and/or vest in the University.
- C. Employees shall not, without the prior written consent of the President (Chair) of the Board of Regents or a majority of the Board, disclose or provide access to the University's confidential information to any other person for any purpose, nor reproduce in any media the confidential information disclosed to employees, except for communication to persons aware of the University's confidential information and/or to proceed with instructions of the Board or the Chair or to discuss legal issues or concerns with the University's General Counsel.

- D. The obligation of employees to protect confidential information shall not apply to information which:
1. Is or becomes publicly known through no wrongful act of employees;
  2. Becomes rightfully known to employees without confidential restrictions from a source other than the University and/or any of its Regents, consultants or contractors;
  3. Is approved by the University for disclosure without restriction by the Board of Regents of the University; or
  4. If said information is sought from employees by judicial process or under color of law, employees shall immediately notify the University of said process so as to provide the University a reasonable opportunity to participate if necessary in such process.
- E. The obligation of employees to hold the confidential information in confidence shall survive the termination (for any reason) of employee's employment with the University.



## **CHAPTER 4**

### **CLASSIFICATION AND COMPENSATION**

#### **4.1 Job Classifications**

It is the intent of the University to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

The Fair Labor Standards Act (FLSA) exempts broad categories of jobs from minimum wage and overtime requirements if they meet certain tests regarding job duties and responsibilities and are paid a certain minimum salary. The University periodically reviews the duties of exempt employees to ensure that they still qualify for exempt status.

Each staff member is designated as either NONEXEMPT or EXEMPT according to the University's interpretation of the requirements of federal and state wage and hour laws. NONEXEMPT staff members are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT staff members are excluded from specific provisions of federal and state wage and hour laws. A staff member's EXEMPT or NONEXEMPT classification may be changed only upon written notification by the Office of Human Resources.

In addition to the above categories, each employee will belong to one of the following employment categories:

- **REGULAR, FULL-TIME** employees are those occupying a position on a continuing basis (not assigned to a temporary status) and who are regularly scheduled to work 40 hours per week. They are eligible for the University's benefit package, subject to the terms, conditions, and limitations of each specific benefit.
- **REGULAR, PART-TIME** employees are those occupying a position on a continuing basis (not assigned to a temporary status) and who are regularly scheduled to work less than 40 hours per week. The benefit package for this classification of employee differs from that of the regular full-time employee. Information regarding the benefit package can be obtained from Office of Human Resources.
- **BENEFIT ELIGIBLE** employees are those occupying a position on a continuing basis (not assigned to a temporary status) and who are regularly scheduled to work 30 or more hours per week.
- **TEMPORARY** employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. Temporary employees are not eligible for the University's benefit package.

## **4.2 Probationary Period**

All newly-hired employees may be placed on probationary status for the first 30 calendar days of their employment. The probationary period is designed to give the University and the employee an opportunity to determine the suitability of the placement. If for any reason at or before the end of this probationary period the employee is dissatisfied with the job, or if it is determined that he or she is not suited for the work, he or she may resign or be terminated by the University.

If the employee's service during the probationary period is deemed unsatisfactory but it is felt that his/her employment should continue in a probationary status rather than being terminated, the recommendation that the employee remain in a probationary status should be forwarded by the supervisor to the department head and the Office of Human Resources. In all such instances, the employee must be counseled regarding the extension of his/her probationary period prior to the completion of 30 days service. The employee may not remain in a probationary status for more than 90 days.

Employees who have successfully completed a probationary period and who are transferring to or being promoted into a new position will be subject to another probationary period. Former employees who are re-hired will be considered new employees, and will be subject to another probationary period.

Employees on probationary status, who are otherwise eligible, begin accruing vacation as of the first day of employment. Employees on probationary status, who are otherwise eligible, may enroll in benefit programs.

Employees who receive a leave of absence during the probationary period will have the probationary period extended by the length of leave of absence.

## **4.3 Workweek and Work Hours**

The University workweek is defined as a seven-day period that begins at 12:00 a.m. Monday and ends at 11:59 p.m. on Sunday. A normal workweek of 40 hours is established for most employees, with hours generally from 8:00 a.m. to 5:00 p.m., Monday through Friday. Because of the variety of functions of the many departments within the University, there may be differences in normal hours and days of work. An employee starting a new job should ask their supervisor or department head for the work schedule. Assignments may fall outside these hours, which are a part of the employee's responsibility and the employee is expected to perform these responsibilities.

## **4.4 Shift Differential**

### **Purpose:**

This Shift Differential Compensation for Non-Exempt Employees Policy (“Policy”) provides the standard policy and proper procedure for shift differential compensation for non-exempt employees regularly working an Evening Shift or a Night Shift, for the inconvenience experienced when accepting and working in a position outside the regularly scheduled daytime shift.

### **Definition(s):**

Eligible employees - Non-exempt employees working the Evening Shift or Night Shift and 60% or more of the weekly working hours outside of 8am-5pm, Monday-Friday.

Non-exempt employee - Employees who are entitled to earn the federal minimum wage and qualify for overtime pay, which is calculated as one-and-a-half times their hourly rate, for every hour they work, above and beyond a standard 40-hour workweek.

Shift - The regularly scheduled hours of the position in which employee works

Day Shift - Shifts starting prior to 1pm

Evening Shift (2<sup>nd</sup> shift) - Shifts starting between 1pm & 10pm

Night Shift (3<sup>rd</sup> shift) - Shifts starting after 10pm

### **General Policy:**

This Policy allows for incentive compensation to non-exempt employees who accept and regularly work in positions that require work during an Evening Shift or a Night Shift.

Non-exempt employees who accept a position and regularly work an Evening Shift will be compensated at an additional \$0.25 per hour. Non-exempt employees who accept a position and regularly work a Night Shift will be compensated at an additional \$0.50 per hour. Shift differential compensation will be included when determining the rate of pay for overtime hours.

Employees must have written approval to be eligible under this Policy.

Non-exempt employees receiving shift differential compensation who work beyond their regular schedule will continue to receive their shift differential compensation.

Non-exempt employees receiving shift differential compensation who are called in prior to their scheduled shift will receive their shift differential compensation.

Non-exempt employees receiving shift differential compensation will receive that shift differential compensation for any paid time off (sick days, vacation, holidays, etc.).

Non-exempt employees receiving shift differential compensation who are asked to cover and cover a position/shift other than their regular shift will receive the shift differential compensation assigned to the position for which they were hired.

Departments are responsible for identifying positions that require shift differential compensation. Positions will be approved for shift differential compensation through the budget process.

Employees who accept and regularly work in positions with the Day Shift shall not receive shift differential compensation when covering an Evening Shift or Night Shift.

This Policy may be modified or discontinued at any time in the University's sole discretion.

#### **4.5 Overtime Pay**

In accordance with the Fair Labor Standards Act (FLSA), non-exempt employees are paid at the rate of time and one-half for overtime work. Overtime work is defined as all hours that employees are required, suffered or permitted to work in excess of 40 hours per week. For the purpose of this policy, hours worked in a work week will include actual hours worked. Overtime calculation does not include holiday, vacation, sick leave, or other paid leave absences.

Overtime work is not to be performed at the discretion of the employee, but must be scheduled and approved, in advance, by the employee's department head or supervisor. Daily work schedules may be adjusted to avoid the necessity of overtime **at the discretion of the supervisor (see Flextime policy)**. Though an employee will be paid for any hours worked, including unauthorized overtime, an employee may be subject to discipline for performing unauthorized work.

Employees can be required by their supervisor to work overtime based on business needs. Supervisors will provide as much advanced notice as possible under the circumstances and will assign overtime work as fairly and consistently as possible given the nature of the work to be performed. Refusal to work scheduled overtime may result in discipline, up to and including termination. Employees cannot waive their right to overtime compensation for hours worked over 40 in a work week.

Overtime compensation for a non-exempt employee cannot be in the form of time off at a later date.

The University Police Department will follow the federal laws outlined for Law Enforcement employees.

## **4.6 Employee Flextime and Work Scheduling**

The University supports the principles of flextime for its employees in order to ensure the completion of work to meet the needs of the University as well as allow employees to maintain a work/life balance. Flextime schedules are intended to provide employees flexibility in their work schedules based on their own unique circumstances or the unique needs of the department. A flextime schedule can take many forms, including a shortened workweek, variations in arrival or departure time, and other changes to the employee's typical work schedule. However, the nature of some positions and departments may not allow for flextime scheduling.

An employee must consult and receive approval from his or her supervisor prior to working a revised work schedule.

The following guidelines also apply to flextime schedules:

- All flextime arrangements must occur in the same work week. The work week begins on Monday and ends on Sunday.
- Being approved for a flextime schedule does not mean that an employee is entitled to the arrangement indefinitely. An employee can be required to return to a typical work schedule in the supervisor's discretion based on departmental needs or as otherwise required by the University. An employee's flextime schedule may also be temporarily suspended by a supervisor due to heavy work volume, special projects, or seasonal needs (such as registration). When a flextime schedule is to be temporarily suspended for a period of time or ended entirely, the supervisor will provide a reasonable amount of advance notice under the circumstances.
- Being approved for a flextime schedule does not diminish performance expectations. Performance issues that result from a flextime schedule, in whole or in part, may result in termination of the flextime schedule and/or other appropriate remedial measures.
- Non-exempt employees with a flextime schedule are still required to track and record their hours worked.
- Unless a flextime schedule involving remote work has been approved, a non-exempt employee may not perform any remote work (including work at home) without prior authorization from the employee's supervisor. Such work time is considered hours worked and should be tracked and recorded by employees.

## **4.7 Remote Work**

This policy will allow employees to work at home, on the road or in a satellite location for all or part of their workweek. The University considers remote work to be a viable, flexible work option when it determines that both the employee and the job are suited to such an arrangement. Remote Work may be appropriate for some employees and jobs but not for

others. Remote Work is not an entitlement, it is not a company-wide benefit, and it in no way changes the terms and conditions of employment with the University. The University has the right to refuse to make remote work available to an employee and to terminate a remote work arrangement at any time. Remote workers should be good planners, self-motivated, strong communicators, able to manage their workload effectively, aware of their personal work style preferences, flexible, committed and responsible, willing to ask for feedback, able to work independently with minimal supervision, able to work without continual input and support from others, comfortable working and being alone, possess time management skills, proven producers of quality work, and able to focus on priorities and meet deadlines.

#### Eligibility:

Individuals requesting formal remote work arrangements must have a satisfactory performance record, which is determined by the University in its sole discretion. Before entering into any remote work agreement, the employee and his/her manager or supervisor, with the assistance of the Office of Human Resources, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability. The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful remote work.
- Job responsibilities. The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a remote work arrangement.
- Equipment needs, workspace design considerations and scheduling issues. The employee and manager will review the physical workspace needs and the appropriate location for the remote work.
- Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in the area rests solely with the employee.

If the employee and his/her manager agree, and an NLT member and the Office of Human Resources approve, then the employee will be eligible to enter into a Remote Work Agreement.

As part of the eligibility process, the employee and supervisor will agree on the number of days of remote work allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee agrees to be accessible by phone, video call, email, and chat within a reasonable time period during the agreed upon work schedule. The University retains the right to modify, at its discretion, the number of days of remote work allowed, the employee's work schedule and the manner and frequency of communication.

#### Application Procedure:

A remote work arrangement must first be applied for via the Remote Work Application located within the Office of Human Resources. Once approved by all parties (supervisor, Northwest

Leadership Team (“NLT”) member, and Human Resources) a remote work arrangement can move forward.

#### Hours of Remote Work and Availability:

- Remote workers shall work normally scheduled hours.
- During normally scheduled hours, remote workers must communicate any unavailability to their supervisor.
- During normally scheduled hours, unavailable time must be approved by the remote workers’ supervisor and reflected on the workers’ time sheet.
- University leave policies will apply equally to remote workers.
- During normally scheduled hours, the remote worker must keep his/her availability on his/her personal email calendar up to date with “out of office” events to indicate any work- related unavailability.
- Remote working employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the University’s time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the employee’s supervisor. Failure to comply with this requirement may result in the immediate termination of the remote work agreement, discipline and/or termination of employment.

#### Remote Access:

- Remote access will be made available via VPN, and set up by an IT ticket, upon approval for remote work.
- The employee must provide his/her own internet connection. The employee will be solely responsible for purchasing any hardware or software required for the internet connection. The employee shall also be solely responsible for cost of installation and associated monthly fees. Any connectivity problems constitute grounds for canceling this remote work arrangement and do not excuse unavailability or delinquent work.

#### Equipment:

On a case-by-case basis, the University will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs for each remote work arrangement. The Office of Human Resources and Information Technology department will serve as resources in this matter. Providing equipment may require advanced notice to order equipment of at least three weeks, sometimes longer. Equipment supplied by the University will be maintained by the University. University supplied equipment needing troubleshooting/repair that cannot be accomplished with remote assistance tools is to be returned to campus. Equipment supplied by the employee, if deemed appropriate by the University, will be maintained by the employee. The University accepts no responsibility for damage or repairs to employee-owned equipment. The University reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the University is to be used for business purposes only. The remote worker must sign an inventory of all University property received and agree to take appropriate action to protect the items from damage or theft. The employee agrees to report to the supervisor instances of loss, damage, or

unauthorized access at the earliest reasonable opportunity. The employee is responsible for all printing hardware, supplies, and associated costs. Upon termination of employment, all University property will be returned to the University, unless other arrangements have been made. The University reserves the right to make determinations as to equipment needed or the adequacy of the equipment, subject to change at any time.

#### Security:

Consistent with the University's expectations of information security for employees working at the office, remote working employees will be expected to ensure the protection of proprietary university and employee information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

#### Ongoing Remote Worker Responsibilities:

- Remote worker is responsible for proper ergonomics of the equipment being used.
- Remote worker is responsible for working in an environment with minimal background noise to receive phone and video calls.
- Remote worker is responsible for saving all work-related files back to the University network or University approved cloud services at the end of the day.

#### Other Remote Work Provisions and Conditions:

- There may be times where the remote worker must appear in person at the office for meetings, events or other activities.
- There may be occasions when remote work is suspended for a given period of time because of unexpected events, emergencies, business need or other reason.
- The employee will establish and maintain an appropriate work environment within their home for work purposes. The University will not be responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.
- The University assumes no responsibility for injuries occurring in the employee's at-home workspace outside the agreed-upon work hours or for activities beyond the course and scope of employment. The employee agrees to hold the University harmless for injury to others at the alternate work site. The employee agrees to maintain safe conditions in the at-home workspace, including proper ergonomics, or if outside the employee's at-home workspace, or University facilities at any time, and to practice the same safety habits as those followed on University premises. Remote work employees are responsible for notifying their supervisor of any workplace injuries immediately.
- The employee understands that his/her personal vehicle will not be used for University business unless specifically authorized by the supervisor. However, the employee may use his/her personal vehicle for travel to and from the University, when required to do so by the University.
- The employee understands that he/she is responsible for tax consequences, if any, of this arrangement (i.e. to be discussed with your tax advisor - your responsibility).
- The employee and supervisor will agree on the number of days of remote work allowed



each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee agrees to be accessible by phone, video call, email, and chat within a reasonable time period during the agreed upon work schedule.

- The evaluation of the remote worker's performance throughout his/her employment relationship with the University may include periodic interaction by phone and e-mail between the employee and the supervisor, and periodic face-to-face meetings to discuss work progress and problems. The remote worker will be subject to scheduled performance review in the same manner and frequency as other University employees.
- Remote work is not designed to be a replacement for appropriate child/eldercare. Although an individual employee's schedule may be modified to accommodate child/eldercare needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective remote workers are encouraged to discuss expectations of remote work with family members. The employee should not undertake other activities such as, but not limited to, providing primary care for a young child or an ill or disabled adult, performing volunteer work or participating in another business venture during at home working hours.
- The availability of remote work can be discontinued at any time at the discretion of the University. The University will attempt to provide reasonable notice of such a change. There may be instances, however, where less or no notice is practicable, desired or possible. In addition, the University retains the right to terminate or modify this policy or a particular remote working arrangement on a temporary or permanent basis in its sole discretion.
- The employee must return University equipment, records, and materials within three (3) days of the termination of the Remote Work Agreement and/or termination of employment. Further, all University equipment will be returned to the University by the employee for inspection, repair, replacement, or repossession within three (3) days of written notice.

#### Ad Hoc Arrangements:

Temporary remote work arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

All informal remote work arrangements are made on a case-by-case basis, focusing first on the business needs of the University.

## **4.8 Compensable Travel Time**

The University is committed to compensating all employees for time worked in accordance with the U.S. Department of Labor's guidelines for payment of travel time by non-exempt employees. Employees subject to this Policy must record compensable travel time on their time sheets and in accordance with the University's policies regarding recording time worked. The paragraphs below describe common instances when travel time will and will not be compensated.

**Normal Commuting and Travel During Work Day:** An employee's normal commute from home-to-work and from work-to-home is not compensable time. But, as a general rule, once the regularly scheduled work shift begins, time spent by an employee in travel as part of his or her activities on behalf of the University is compensable time.

**Special One-Day Assignments:** In limited circumstances, the time spent traveling from home-to-work, or vice versa, may be compensable. For example, time spent traveling on a special one-day assignment to a location other than the University location where an employee typically reports for work, performed at the University's request, is generally compensable time, except for that time that would constitute the employee's usual commuting time.

Here is an illustration of this concept: Employee's ordinary commute time to and from the University is 30 minutes at the start and end of each day (1 hour total), for which the employee is not compensated. On a particular day, the employee, at the University's directive, travels to a different location on business. The employee's commute to this other location is 1 hour and 30 minutes each way (3 hours total). The employee would be compensated for 2 hours of travel time on this day (3 hours of commute time less the 1 hour of normal commute time).

**Overnight Travel to Other Locations:** For overnight trips out of town (e.g., attending a conference at the University's direction), all time spent traveling is work time when it corresponds with the employee's normal working hours. This not only includes during regular working days but also includes during corresponding working hours on nonworking days. So, for example, if an employee regularly works from 9 a.m. to 5 p.m. from Monday through Friday, travel during these hours is compensable work time on Saturday and Sunday as well as on the other days during these hours. However, hours spent in travel outside of normal working hours as a passenger in a car, train, airplane, etc., are not counted as compensable time.

Please direct questions about the application of this policy to your supervisor or to the Office of Human Resources if you have any questions or would like clarification as to whether or not your travel time is compensable.

## **4.9 Meal and Rest Periods**

For most employees, the University will provide a one-hour unpaid meal period each 8-hour workday. Under the Fair Labor Standards Act (FLSA), bona fide meal periods of at least 30 minutes long generally are not compensable time if the employee is relieved completely from duty for the purpose of eating.

Supervisors or department heads have the authority, but are not required, to establish and permit rest periods for non-exempt employees. Rest periods must be taken at the time and place designated by the supervisor. Rest periods are paid work time, and are included as work time on the employee time record. Rest periods are not to be used (1) to offset late arrival or early departure from the work site, (2) to extend the meal period, or (3) to accumulate paid time off from one day to the next. Each employee should discuss with the supervisor the specific practices of the department.

#### **4.10 Payroll**

Payday for regular, full-time and regular, part-time employees is on the last working day of the month. New employees must sign an authorization form to have their paycheck electronically transferred to a bank. Employee time sheets must be submitted and approved by their supervisor per the deadlines established and communicated by the Payroll Office.

Employees hired on an hourly or temporary basis will be paid on the 10th of the month following the month worked. Temporary employees time sheets must be submitted and approved by their supervisor per the deadlines established and communicated by the payroll Office.

Non-exempt employees who assume additional responsibilities in addition to his or her primary role will be paid for the hours worked on the 10<sup>th</sup> of the month following the month in which the work was completed. Secondary position time sheets must be submitted and approved by their supervisor per the deadlines established and communicated by the Payroll Office.

## CHAPTER 5 LEAVE BENEFITS

### 5.1 Vacation Leave

Vacation leave is granted to regular, full-time employees and is prorated to regular, part-time employees. Temporary employees and faculty do not receive vacation leave benefits. Both exempt and non-exempt staff accrue vacation leave at the rate of 16 hours per month starting the first month of employment. During extended unpaid absences such as disability leave, educational leave and/or sabbaticals, vacation leave will not accrue. An employee will not accrue vacation or use accrues vacation when working a reduced schedule when paid annually. An employee will accrue vacation leave as long as they are using vacation and/or sick leave for a minimum of one day each month. The University requires employees to exhaust all leave options before taking unpaid leave. Any employee on military service leave will continue to accrue vacation leave.

#### *Scheduling Leave*

Non-exempt employees may take vacation leave as accrued in increments no smaller than 15 minutes, but must request and schedule the leave in advance. Supervisors reserve the right to deny, revoke, or reschedule vacation leave based on workloads and deadlines. Exempt employees are to report leave in a minimum of four hours.

#### *Maximum Leave Balance/Carry-Over*

Exempt and non-exempt staff may carry over a maximum accrual of 192 hours of vacation leave ("maximum accrual") at the end of each fiscal year (June 30).

#### *Vacation Payout*

Upon discontinuation of employment, employees will be entitled to a cash payment of the accrued, unused vacation time, up to the maximum accrual of 192 hours. An employee's last day worked will be defined as the date on which the employee is last physically present. An employee's last day of employment will be defined as that determined by a contract, or the last day worked. This cash payment will be mailed to the employee's home address on file one month after his or her last paycheck has been issued.

### 5.2 Sick Leave

Full-time, regular exempt and non-exempt employees will accumulate sick leave at the rate of 10 hours per month of employment (15 days per full year of employment). Personnel employed on a part-time, regular basis will use sick leave benefits at the rate of the fraction of

their employment. Sick leave will be available to the employee at the end of the first month of hire.

The University requires that employee substitute (run concurrently) accrued paid leave to which employees may be entitled to cover the employee's FMLA leave, before using unpaid leave rights under the FMLA. At the time of an employee's resignation, retirement, or termination, unused sick leave will be reported to MOSERS. At the time of the employee's retirement, the employee may receive one month of creditable service for each 21 days of unused sick leave reported to MOSERS. At the time the employee retires, the reported unused sick leave is converted to creditable service and is added to the total service, which is only used in calculating the amount of the benefits, not the eligibility for a benefit.

Employees may use sick leave for personal and family purposes as described below:

- **Personal Illness:** Eligible employees may use sick leave for personal illness or injury.
- **Doctor's Appointments:** Eligible employees may use sick leave for medical appointments. Advance notice of non-emergency appointments is required with the use of an absence report.
- **Family Illnesses:** Eligible employees may use paid sick leave to care for family members who are ill or must be accompanied to a doctor or dentist appointment. Use of such sick leave will be subtracted from the employee's regular accumulation of sick leave. Family members are defined as parents (or legal guardians), spouses, children, or any family members in the immediate care of the employee.

Sick leave requires prompt notification from ALL employees. Employees are required to notify their immediate supervisor by telephone if they will be unable to come to work that day. For absences of one to three days, the employee's word will be accepted as proof of the illness. Absences lasting longer than three days may require certification in writing from the employee's (or family member's) treating physician. Suspicious absences (such as habitual Monday or Friday illnesses) may require physician certification.

### **5.3 Personal Leave**

All regular, full-time employees may use 24 hours of accrued sick leave each fiscal year as personal leave. Personal leave may be granted for any personal or business obligation of the employee.

If an employee decides to use a day of sick leave as a day of personal leave, the day will be deducted from his/her accrued sick leave balance. Personal leave does not accumulate from one fiscal year to the next.

Personal leave will be approved by the supervisor unless the absence would cause a work scheduling problem or an unreasonable hardship on the other workers in the department. Requests for personal leave must be submitted in advance to the employee's supervisor.

#### **5.4 Family and Medical Leave**

It is the policy of the University to provide Family and Medical Leave (FML) in accordance with the federal Family and Medical Leave Act of 1993 (FMLA) and subsequent amendments. This policy outlines the information provided in "Employee Rights and Responsibilities Under the Family and Medical Leave Act", a compliance poster issued by the Wage and Hour Division of the U.S. Department of Labor (Revised January 2009).

##### *Basic Leave Entitlement*

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

##### *Military Family Leave Entitlements*

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### *Benefits and Protections*

During FMLA leave, the University will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### *Eligibility Requirements*

An employee is eligible for up to 12 weeks of unpaid leave during any 12-month period under this policy if he or she: (1) has been employed by Northwest for at least 12 months (which need not be continuous); and (2) has worked at least 1,250 hours during the 12-month period immediately preceding the leave of absence. The 12-month period for an employee is measured using the calendar year as the 12-month period (January through December).

### *Definition of Serious Health Condition*

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### *Use of Leave*

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the University's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### *Substitution of Paid Leave for Unpaid Leave*

The University requires that employee substitute (run concurrently) accrued paid leave to which employees may be entitled to cover the employee's FMLA leave, before using unpaid leave rights under the FMLA.

## *Employee Responsibilities*

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable.

Employees must provide sufficient information for the University to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the University if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### **5.4.1 Pay and Benefits During Leave**

The Office of Human Resources will inform the employee of the current status of pay and benefits during leave. The University requires that employees substitute accrued paid leave to which employees may be entitled to cover the employee's Family and Medical Leave Act ("FMLA") leave, before using unpaid leave rights under the FMLA.

If an employee has no accrued paid leave available, the Family Medical Leave ("FML") will be unpaid. Vacation and sick leave benefits will not accrue during an unpaid FML leave.

For the duration of the approved FML, the University will maintain the employee's benefits at the same level and under the same conditions as if the employee had continued work, with the exceptions noted above. The employee is required to continue to pay his/her contribution to dependent or family coverage or other elective benefit costs. If on paid leave, premiums will be deducted from pay as usual. If some or all of the leave will be without pay, information on how and when to make premium payments will be provided to the employee. If necessary, employees will be allowed to discontinue coverage and be reinstated to the plan, if they return to work on or before expiration of the FML.

If the employee does not return to work with the University, or returns for less than a period of 30 days after the leave has ended, the employee will owe the University the cost of any benefits provided during the entire duration of the FML, including the employer contribution to the employee's health benefits. No such amount shall be owed if there is a reoccurrence or onset of a serious health condition, or if, in the opinion of the University, there is a change of circumstances beyond the employee's control.



## **5.5 Victims Economic Safety and Security Act**

### **Purpose:**

This written directive provides the standard policy and procedures arising out of the Victims Economic Safety and Security Act (VESSA) for employees of Northwest Missouri State University (the “University”).

### **General Policy:**

It is policy of the University to provide unpaid leave and reasonable safety accommodations to an employee if that employee, or a family member or household member of that employee, is a victim of domestic violence or sexual violence, in accordance with VESSA. This policy provides information in conjunction with the poster issued by the Missouri Division of Labor Standards – “Victims of Domestic or Sexual Violence Leave Time Allowed.”

### *Leave Entitlement*

The University provides a total of two workweeks of unpaid leave to employees who are:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by such violence; or
- Obtaining services from a victim services organization; or
- Obtaining psychological or other counseling; or
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or employee’s family or household; or
- Seeking legal assistance or remedies to ensure health and safety.

### *Definitions*

For purposes of this policy, the University adopts the same definitions as set out in VESSA, including the following:

“Family or household member” - a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household; and

“Reasonable safety accommodation” - an adjustment to a job structure, workplace facility, or work requirement, including a transfer, reassignment, modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure, or assistance in documenting domestic violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic violence. Any exigent circumstances or danger facing the employee or his or her family or household member shall be considered in determining whether the accommodation is reasonable.

### *Amount of Leave*

An employee is eligible for up to two workweeks of leave during any 12-month period. The 12-month period for an employee is measured using the calendar year as the 12-month period (January – December). VESSA leave runs concurrently with Family and Medical Leave Act of

1993 (FMLA) leave when the reason for VESSA leave also qualifies as an FMLA event – a serious health condition. Further, neither VESSA nor this policy shall create a right for an employee to take unpaid leave that exceeds the amount of unpaid leave time allowed under the FMLA. If the reason for VESSA leave also qualifies as an FMLA event, the employee's accrued paid leave shall run concurrently with the employee's VESSA/FMLA leave. If the reason for VESSA does not qualify as an FMLA event, the employee may use unpaid leave concurrently with VESSA leave.

#### *Use of Leave*

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule.

#### *Employee Responsibilities*

Employees should provide at least 48 hours advance notice of leave when the need for leave is foreseeable. When 48 hours' notice is not possible, the employee must provide notice as soon as practicable.

- Employees must provide written certification to the University that the employee or the employee's family or household member is a victim of domestic or sexual violence. The employee must provide the written certification within a reasonable period of time after it is requested. An employee can satisfy the certification requirement by providing (a) a sworn statement of the employee and (b) one of the following: Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic violence or sexual violence and the effects of such violence; or
- A police or court record; or
- Other corroborating evidence.

#### *Reasonable Safety Accommodations*

Eligible employees may also request reasonable safety accommodations for limitations resulting from circumstances relating to being a victim of domestic or sexual violence or being a family or household member of a victim of domestic or sexual violence. The University will accommodate reasonable requests that do not impose an undue burden on the University.

#### *Non-Discrimination and Non-Retaliation*

The University will not discriminate or retaliate against employees who exercise their rights under VESSA. Upon return from leave, the employee shall be restored to the same or a similar position with the University and retain benefits accrued prior to his or her leave.

## **5.6 Lactation**

### **Purpose:**

The purpose of this policy is to provide employees of Northwest Missouri State University (the “University”) with information regarding their rights and responsibilities with regard to expressing breast milk during working hours.

### **Legal Authority:**

Federal law requires employers to provide reasonable break time for an employee to express breast milk for a nursing child for one year after the child's birth each time such employee has need to express the milk.

Federal law also requires the employer to provide a place, other than a bathroom, that is shielded from view and free from intrusion, where an employee may express breast milk.

### **General Policy:**

Employees are allowed to express milk during work hours using their normal breaks and mealtimes. For time that may be needed beyond the usual break times, employees may make up the time as negotiated with their supervisors with a flexible work schedule or may use personal or vacation leave.

The University will provide a lockable place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. The amenities within the lactation room include a comfortable chair, sink, running water, lockable door, proper electrical outlets, adequate lighting, proper ventilation and a refrigerator. The refrigerator is located in the lactation room.

Employees needing to utilize a lactation room will contact the Office of Human Resources (“HR”) to obtain information regarding use of the room. HR will provide a key for entry to the lactation room, as well as “Room in Use” door hanger to prevent intrusion, to those employees needing to utilize the lactation room. HR will work with employees regarding a schedule for the lactation room to meet the needs of each employee.

Custodial staff will be responsible for cleaning and maintaining the space, but employees who use the space are also expected to keep milk expression areas clean after use.

Employees who wish to express milk during their working hours should keep supervisors informed of their needs to leave at other than break times so that appropriate accommodations can be made to satisfy the needs of both the employee and the University.

The University does not provide equipment for breast milk expression.

Employees should label all milk expressed with their name and date collected. Expressed milk can be stored in departmental refrigerators if available. Each employee is responsible for proper storage of their milk using the departmental refrigerator and/or personal storage coolers.

It is expected that all employees will assist in providing a positive atmosphere of support for breastfeeding employees.

## **5.7 Bereavement Leave**

Regular, full-time employees may be granted paid time off to attend the funeral services of a family member. Paid time off may be granted for a maximum of (3) consecutive working days for the death of an employee's spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, step-mother, step-father, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, grandparents and great-grandparents, spouse's grandparents and great-grandparents, step-brother, step-sister, step-children, step-grandparents, and step-grandchildren. Paid time off may be granted for one (1) working day for the death of an employee's aunt, uncle, niece, nephew, cousin, or spouse's aunt, uncle, niece, nephew or cousin. Funeral pay is calculated on the employee's base pay rate at the time of absence. Employees who wish to take time off due to the death of a family member should notify their supervisor immediately.

## **5.8 Military Leave**

The University recognizes the important role of the National Guard and Reserves and supports employee participation. The following provisions apply for military leave of absence when an employee is required by a branch of the armed forces to attend an annual training session or serve under emergency mobilization orders.

Employees are entitled to a leave of absence, without the loss of pay, position, seniority, accumulated leave, impairment of performance appraisal, pay status, work schedule, and any other right or benefits to which the employee is entitled in order to perform military service. Such military leave may not exceed 120 hours during a federal fiscal year (Oct-Sept), and only those hours when the employee would otherwise be required to work had it not been for such military leave will be counted toward the 120 hour limit. In the event of an emergency mobilization order, the employee is eligible to be retained on leave of absence status without pay for the duration of the mobilization orders. An employee may choose, but is not required, to use accumulated vacation leave before going on leave of absence without pay.

Employees must furnish the University with a copy of their official military orders in order to receive paid military leave or approved unpaid leave of absence status. If reservists or members of the National Guard are called to active duty, they will have rehire and other benefits as prescribed by federal law.

## **5.9 Court Leave/Jury Duty**

An employee will be granted leave, with pay, if called for jury service or subpoenaed to serve as a witness in a court of law. The employee must provide a copy of the summons or subpoena received from the court to the Office of Human Resources as soon as received so that the University may make arrangements to accommodate their absence. In addition, the employee must record the leave on their timesheet and complete an Absence Report Form.

Paid court leave is not available to an employee when the employee is the named plaintiff or defendant. The employee shall report to work following court leave whenever there are at least four working hours left in his or her work shift, excluding reasonable travel time.

#### **5.10 Voting Leave**

If an employee is eligible to vote in any local, state, or national election in the State of Missouri, the employee will normally be able to vote before or after work. However, if an employee does not have three (3) successive hours between the opening and closing of the polls on Election Day outside the employee's work schedule, the employee will be excused from work with pay for up to three (3) consecutive hours between the time of opening and the time of closing the polls for the purpose of voting. If the employee plans to take time off for voting, arrangements must be made with the supervisor prior to Election Day, and the University may specify any three (3) hours between the time of opening and closing of the polls during which the employee may be absent to vote.

#### **5.11 Absence Requests**

Requests for vacation are to be submitted to the immediate supervisor at least two (2) weeks prior to the proposed vacation and are subject to approval. Exceptions requiring shorter notice may be made at the supervisor's discretion based on the needs of the area. In the case of an unforeseen absence, such as illness, the employee must notify the supervisor immediately. Failure to notify the supervisor may result in non-approval of the absence. All absences, including vacation, must be reported on the Time Sheet.

#### **5.12 Holidays**

The University observes several paid holidays throughout the year which are published annually by the Office of Human Resources. Departmental work schedules are organized in accordance with this holiday list.

An employee shall be paid for a holiday only if it falls during the employee's pay period and the employee worked or was on an approved paid leave (e.g., vacation or sick) on his/her regular scheduled work day following the paid holiday.

Employees who are not scheduled to work during their pay period in which a holiday occurs (for example, nine or ten-month employees or employees on leave without pay) will not be paid for the holiday.

Employees requested to work during a paid holiday period will be given equal time off either before or after the holiday period.

Employees scheduled to work but absent without pay on the day before and after a recognized University holiday will not be paid for the holiday.

Employees who are on unpaid Family and Medical Leave or a leave without pay on a day that is a recognized University holiday will not be paid for that holiday.

Employees who are off work due to a work-related injury or illness (i.e., one for which the employee has filed a workers' compensation claim) will not be paid for the holiday.

## **CHAPTER 6 BENEFITS**

### **6.1 Insurance Benefits**

All benefit eligible employees are provided the following insurance benefits. The descriptive statement provided for each benefit is a summary statement. Detailed information on the various insurance coverages is available in the employee benefit booklets issued during orientation or from the Office of Human Resources. Additional information can also be found on the myNorthwest web portal.

#### **6.1.1 Life Insurance Benefits**

The University provides Basic Life and Accidental Death and Dismemberment coverage in the amount of one (1) times the annual salary. This benefit is available to all benefit eligible employees at no cost to the employee.

#### **6.1.2 Medical Benefits**

The University participates in a group health insurance plan which offers medical coverage and prescription drug coverage for benefit eligible employees and their dependents. The cost of the individual employee coverage is paid by the University, to the extent approved by the Board of Regents. The employee may elect to purchase coverage for one dependent or a family membership. If electing dependent coverage, the employee would be responsible for the additional premium cost through payroll deduction. Deductions can be made on a pre-tax basis using the Missouri State Employees' Cafeteria Plan.

Coverage will be effective on the first of the month following the hire date. If an employee starts on the first day of the month, coverage will begin immediately. New employees have the initial enrollment period of 30 days to enroll in the health insurance plan. Open Enrollment is held during October and November with a January 1 effective date.

#### **6.1.3 Dental Insurance**

The University provides an optional dental insurance plan for all benefit eligible employees. Employees will be responsible for 100% of the premium cost. Employees also have the option of purchasing coverage for dependents. Deductions can be made on a pre-tax basis using the Missouri State Employees' Cafeteria Plan. New employees have the initial enrollment period of 30 days to enroll in the dental insurance plan. Open Enrollment is held during October and November with a January 1 effective date.

#### **6.1.4 Vision Insurance**

The University provides optional vision insurance plans to all benefit eligible employees. Employees will be responsible for 100% of the premium cost. Employees also have the option of purchasing coverage for dependents. Deductions can be made on a pre-tax basis using the Missouri State Employees' Cafeteria Plan. New employees have the initial enrollment period of 30 days to enroll in the vision insurance plans. Open Enrollment is held during October and November with a January 1 effective date.

#### **6.1.5 Long-Term Disability**

The University provides long-term disability (LTD) insurance to all benefit eligible employees at no cost to the employee. This plan may provide a total disabled employee a monthly benefit of 60 percent of his/her pre-disability earnings reduced by deductible income. Benefits become payable after the employee has been continuously disabled for 180 days and remains continuously disabled. Benefits are not payable during the benefit waiting period. If an employee becomes disabled before age 62, LTD benefits may continue during disability until the employee reaches the age of 65. If an employee becomes disabled at age 62 or older, the benefit duration is determined by the employee's age when disability begins.

#### **6.1.6 Cafeteria Plan/Flexible Spending Account**

The University participates in the Missouri State Employees' Cafeteria Plan which allows benefit eligible employees to contribute to certain benefit plans on a before-tax basis. Participation in the plan is voluntary. The plan allows employee contributions for optional insurance coverage and flexible spending accounts for reimbursable health care expenses and child/dependent care expenses to be taken out of each paycheck before taxes are calculated. Other important information concerning the cafeteria plan can be found in the Office of Human Resources, or online at <http://www.mocafe.com>.

### **6.2 Retirement Program/MOSERS**

The University enrolls all benefit-eligible staff in the Missouri State Employees' Retirement System (MOSERS). To learn more about MOSERS, visit <http://www.mosers.org>.

### **6.3 Tax-Sheltered Annuity Plans – 403(b)**

The University offers benefit eligible employees the opportunity to participate in Tax-Sheltered Annuity 403(b) plans and a deferred compensation 457(b) plan. These plans allow employees to have monies withheld from their pay on a pre-tax or ROTH basis and set aside for retirement.



The contributions made are 100% employee contributions and are a supplement to the MOSERS or CURP retirement benefit.

Interested employees should contact the Office of Human Resources for a list of approved providers and complete the 403(b) Participant Agreement Form (obtain from the Office of Human Resources or Payroll office) to begin or change their current contributions.

#### **6.4 Workers' Compensation**

All employees of the University are covered by Missouri Workers' Compensation and are entitled to treatment by an authorized medical doctor for any injury sustained on the job. The employee also may be reimbursed for lost time, disability or dismemberment.

Injuries must be reported immediately to the employee's supervisor and the Office of Human Resources. Employees are required to contact the Central Accident Reporting Office (CARO) at 1-800-624-2354 prior to any medical treatment. Reporting injuries to CARO in a timely manner will allow CARO to make a determination of compensability and direct medical treatment efficiently. It is important to note that CARO cannot consider payment of lost wages, medical bills or medical referrals unless the injury is reported.

Workers' Compensation paperwork is available on the myNorthwest web portal, or from the Office of Human Resources.

#### **6.5 Reduced Tuition**

Regular, full-time and regular, part-time employees and their dependents are eligible for a benefit/waiver that will apply to course start dates after the effective hire date for employees and dependents of employees.

Employees must be in a benefit eligible position. Regular full-time employees will receive 100% reduction of tuition and designated fees and regular part-time employees will receive 50% reduction of tuition and 25% designated fees. Employees will be responsible for the technology, textbook, and all other non-tuition fees.

Regular, full-time employees may request release time from work with class time (not including online courses) not to exceed 96 clock hours per year (July 1 through June 30). This course work should be related to the individual's job skills and is subject to the approval of the individual's supervisor. Employees may take up to six credit hours per trimester. Office hours are not to be used for class preparation.

If an employee ends employment, or withdraws before the end of any enrolled trimester, the employee will reimburse the University the full amount of any fee reduction received that trimester.

A dependent is anyone who meets IRS criteria to be claimed on an employee's federal income tax return for the past calendar year. Dependents of regular full-time employees are eligible to receive 50% reduction of tuition and 25% reduction of designated fees and dependents of regular part-time are eligible to receive 25% reduction of tuition and 13% reduction of designated fees. Dependents will be responsible for technology, textbook and other fees. Only one parent may claim reduced tuition and designated fees.

If the qualifying employee ends employment or the student withdraws before the end of any enrolled trimester, the employee will reimburse the University the full amount of any fee reduction received by the dependent that trimester.

The employee is responsible for completing the Authorization for Fee Reduction Form. The form needs to be signed by the supervisor and returned to the Cashiering Office by the first day of class.

The Fee Reduction Program is a qualified tuition reduction plan under Section §117 of the Internal Revenue Code. Under this program, fees waived for enrollment in undergraduate courses are exempt from federal, state and social security taxes; fees waived for graduate level courses are subject to tax and will be included in the employee's taxable gross income during the trimester of enrollment. Provisions of federal or state law may, however, change at any time.

## **6.6 Employee Assistance Program**

The University may adopt an Employee Assistance Program (EAP) for its employees. For more information, please contact the Office of Human Resources.

## **6.7 Bookstore**

The University Bookstore, located in the J.W. Jones Student Union, offers a cash discount to employees of the University on all regularly priced purchases of one dollar or more upon presentation of a staff identification card.

## **6.8 Credit Union**

The services of the Northwest Missouri Regional Credit Union are open to all regular, full-time employees who have completed their probationary period. The purpose of the Credit Union is to lend money to all qualified personnel employed by an educational institution in a 19-county service area and to provide a means of saving for those same individuals.

## **6.9 Foster Fitness Center**

The Foster Fitness Center is available to employees at no charge. Individuals desiring to become a member can register through CATPaws for a membership.

## **6.10 Other Payroll Deductions**

The University will allow employees to contribute to the United Way, the Northwest Foundation, and the MO\$T Program through payroll deductions.

## **6.11 Social Security**

The University contributes its portion for social security benefits.

## **6.12 Identification Cards**

Employees are issued a staff identification card (Bearcat Card). This card serves to identify members of the University community and may be required for use of University facilities and services. There may be a replacement charge for lost or stolen cards and an employee may be held responsible for the abuse of the identification card by other individuals.

## **6.13 Parking and Vehicle/Bike Registration**

To park on campus, employees must register their vehicle and purchase a parking permit. All registered vehicles must display the appropriate sticker. It is requested that any change of car model or license number be reported. These transactions are done at the Cashiering Office on the first floor of the Administration Building.

Bicycle theft can be a problem for students, faculty, and staff on college campuses. All bicycles on University campus are required to be registered. Bicycle registration is free for all students, faculty, staff, and campus guests. Please visit the University Police Department in order to have your bicycle registered for free.

## **6.14 Uniforms**

Some departments within the University require the wearing of distinctive work uniforms. Where uniforms are required, they will be provided by the University. Cleaning and maintenance of uniforms are the responsibility of the individual.

#### **6.15 Keys, Equipment and Other University Property**

All keys, equipment, manuals, books, and subscriptions issued to University employees become the responsibility of the employee. Keys are not to be loaned or otherwise distributed to other personnel, faculty or students. All items issued to University employees (including pagers, cell phones, radios, etc.) may be recalled by the University at any time and must be surrendered upon cessation of employment.

## **CHAPTER 7**

### **EMPLOYEE CONDUCT**

#### **7.1 Conduct**

Conduct during working hours is expected to reflect the individual's position as an employee of a public institution of higher learning in the State of Missouri. Conduct that disrupts departmental or University functioning cannot be tolerated and will subject the employee to disciplinary action up to and including dismissal, as determined appropriate by the University.

#### **7.2 Personal Appearance**

Dress is in accordance with uniform requirements of the various departments. Where uniform requirements do not exist, the employee is requested to observe a standard of dress appropriate to the University.

#### **7.3 Attendance**

To maintain a productive work environment, the University expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the University. In the rare instance when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Authorized absences are covered in Chapter 5 of this Employee Handbook. Poor attendance and excessive tardiness are disruptive and may lead to disciplinary action, up to and including termination of employment.

#### **7.4 Disciplinary Action**

The University, at its discretion, may determine that disciplinary action less than dismissal may be appropriate in some circumstances. Any of the following disciplinary actions may be imposed by the University depending upon the University's judgment of the necessary action to address employee conduct in violation of appropriate standards:

##### *First Warning*

A first warning brings the problem to the attention of the employee, emphasizes the seriousness of the situation, and presents suggestions or instructions to resolve or correct the problem. A note documenting the incident and the discussion will be sent to the Office of Human Resources.

##### *Written Reprimand*

A written reprimand documents the occurrence and the severity and usually warns that further violations will result in suspension without pay or termination. It may be a final opportunity to

improve. A note documenting the incident and the discussion will be sent to the Office of Human Resources.

### *Suspension*

A suspension with or without pay may be used to impress upon the employee that a behavior or work performance level must be changed or dismissal will be inevitable.

### *Disciplinary Suspension*

A disciplinary suspension may be used in cases when the infraction is of such seriousness that it may warrant dismissal pending review of the facts. Disciplinary suspension should be followed immediately by a thorough investigation of the situation to determine the appropriate action to be taken.

### *Termination*

A serious offense or repeated disciplinary problems may require termination of employment. While employment may be terminated at any time without cause, serious misconduct of the following nature may result in immediate termination of employment on the first offense:

1. Theft of University property and/or theft of the property of University employees/students/guests while such property is on University premises (or in University conveyances).
2. Illegal conduct while on University premises.
3. Fighting with any other person while on University premises.
4. Refusal to follow orders/instructions of an appropriate University supervisor or official and/or general insubordination.
5. Destruction of property, equipment, or materials.
6. Reporting to work under the influence of alcohol and/or narcotics or the consumption of these substances while on the University premises.
7. Any actions on the part of the employee which endanger the safety of any person, including the safety of the employee.
8. Falsifying University records.
9. Infraction of any University policies, procedures and/or regulations.

It is the policy of the University to be fair and impartial in all its relations with employees and to recognize the dignity of the individual. Fairness and consistency require that certain general principles of administering discipline be followed by all supervisors. Representatives in the Office of Human Resources are available to discuss the appropriate course of action in a particular case.

Nothing in this policy or in this Employee Handbook (including a description of various types of discipline which may be administered) is intended to limit, in any way, the University's right to terminate an employee at-will at any time, with or without cause, and with or without advance notice. The fact that different levels of discipline are mentioned above shall not be construed as the University's adoption of a policy of "progressive discipline" before termination may occur.