



ILLINOIS WESLEYAN
UNIVERSITY

NONEXEMPT STAFF HANDBOOK

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INTRODUCTION

PREFACE

Each employee regardless of position works in an important capacity in fulfilling the educational goals of Illinois Wesleyan University. These goals can best be reached under a program of harmonious employee - employer relationship. The University strives to have workers who will courteously and efficiently serve all people who come to know Wesleyan through its employees. To this end, the University endeavors to provide working conditions and compensation, which are as comparable to other employers in the community and in higher education as is possible within budgetary limits.

This nonexempt staff handbook is intended as a guideline for you regarding the current policies of Illinois Wesleyan University. Its purpose is to acquaint you with the University and to provide you with information relating to policies, hours, wages, benefits, services, safety, conduct and other general matters. Every employee is expected to read, understand and follow the provisions of this handbook. The University may change provisions of this handbook or add new provisions at any time.

This handbook is not intended and shall not be construed to form a contract between the University and its employees. Employment at the University is not fixed in length and may, regardless of the time and manner of payment or wages and salary be terminated at any time by the University or by the employee, with or without cause, and with or without previous notice. It is expressly understood that any employee and the University are free to terminate the employment relationship at any time. The University reserves the right to take any action deemed in its best interest.

The evaluation, code of conduct, and termination procedures outlined in this handbook shall not be interpreted as constituting an employment contract. Disciplinary procedures may change from time to time at the discretion of the University.

Any employee who needs additional explanation of the policies, procedures, benefits and services found in this handbook should consult his/her immediate supervisor. For additional information contact the Assistant Director of Human Resources.

THE UNIVERSITY

Illinois Wesleyan is a highly selective liberal arts university. Founded in 1850, Illinois Wesleyan has grown to become one of the nation's leading liberal arts institutions. The University enrolls approximately 1,800 undergraduates from across the nation and around the globe and our graduates can be found in all 50 states and 52 countries.

Illinois Wesleyan's distinctive liberal arts curriculum is at the core of our 50 majors and programs. Courses of study range from the traditional liberal arts to programs in business, the fine arts, nursing and eight pre-professional programs. The curriculum is enhanced by a superb

faculty, enriching interdisciplinary programs, a tradition of student research, a wealth of study abroad options and our unique 4-4-1 calendar that includes a May Term.

University profile information may be found in the IWU Fact Book at <http://iwu.edu/institres/factbook/>.

A Glossary of Academic Terms may be found in Appendix A.

MISSION STATEMENT

Illinois Wesleyan University, an independent, residential, liberal arts university founded in 1850, strives to attain the ideal of a liberal education while providing unique opportunities with its distinctive curricula and programs.

A liberal education at Illinois Wesleyan fosters

- Creativity
- Critical thinking
- Effective communication
- Strength of character and a
- Spirit of inquiry

World-view. It deepens the specialized knowledge of a discipline with a comprehensive world view and affords the greatest possibilities for realizing individual potential, while preparing students for democratic citizenship and life in a global society.

Diverse curricula. As the University pursues this ideal for all its students, it helps students to follow a wide range of career and life paths, offering diverse curricula in liberal arts, fine arts and professional programs as well as opportunities for interdisciplinary study and off-campus learning.

Commitment. The University through its policies, programs and practices is committed to

- Diversity
- Social justice and
- Environmental sustainability.

Close-knit community. A tightly knit, supportive university community, together with a variety of opportunities for close interaction with excellent faculty, both challenges and supports students in their personal and intellectual development.

VISION STATEMENT

Illinois Wesleyan University will build on its achievements as an eminent, national liberal arts institution offering each of its students an education of the highest quality with distinctive opportunities for intellectual development in all majors and programs. Emphasizing the liberal arts as the core of every student's education, the University will also provide opportunities for professional or pre-professional preparation in selected fields. Guided by the promise of its

motto, “Scientia et Sapientia” (knowledge and wisdom), the University will stimulate a passion for lifelong learning, seeking to help its community members make connections among ideas, values, and experiences so that they may understand and act more effectively in the world.

As a residential University of about 1,800 undergraduates, Illinois Wesleyan will provide an intellectually and artistically vibrant environment, with rich cocurricular offerings to complement the University’s primary academic mission. The curriculum and cocurriculum will promote a strong sense of Illinois Wesleyan’s place in the local and in an interconnected global community, and the University will demonstrate a meaningful commitment to social justice and environmental sustainability. To secure the compelling educational and social benefits of diversity and to counter the particular legacy of discrimination in our society, the University will strive to attract and retain students, faculty, staff, and trustees from a wide range of experiences, viewpoints, cultures, and backgrounds, with special emphasis on racial and ethnic diversity. In this setting, all members of the University community—students, faculty, staff, parents, alumni, Trustees, and friends—will be valued contributors to campus life.

Illinois Wesleyan will be highly selective in recruiting and retaining talented, intellectually curious students who have a strong motivation to pursue the best education that the University has to offer. All students will have opportunities to work closely, and often collaboratively, with faculty and staff, and all will be challenged to engage in multicultural interactions of national and international dimension. Students will be encouraged to develop their capacities, cultivate their individual talents, and pursue multiple interests, in a manner that fosters self-confidence coupled with humility. The University will strive to graduate individuals who are socially aware, environmentally informed, ethical, and engaged citizens, who make significant contributions to their local, national, and world communities.

The Illinois Wesleyan faculty will be excellent teachers, mentors, and advisors, who are actively engaged in the discovery and creation of knowledge and art. This talented faculty will be recruited from nationally and globally diverse backgrounds. The size of the faculty and the resources dedicated to its work will be sufficient for the University to sustain a rigorous scholarly, creative, and academic environment equivalent in quality to that of the best liberal arts colleges in the nation. The faculty’s work will be supported by a strong and varied array of faculty development opportunities.

Illinois Wesleyan’s staff will be united in the common goal of supporting the University’s core mission. Recognizing the vital contributions of its staff members, the University will cultivate a working environment in which all staff are supported in their work, can develop and use their talents, have opportunities for advancement, and enjoy respect and recognition.

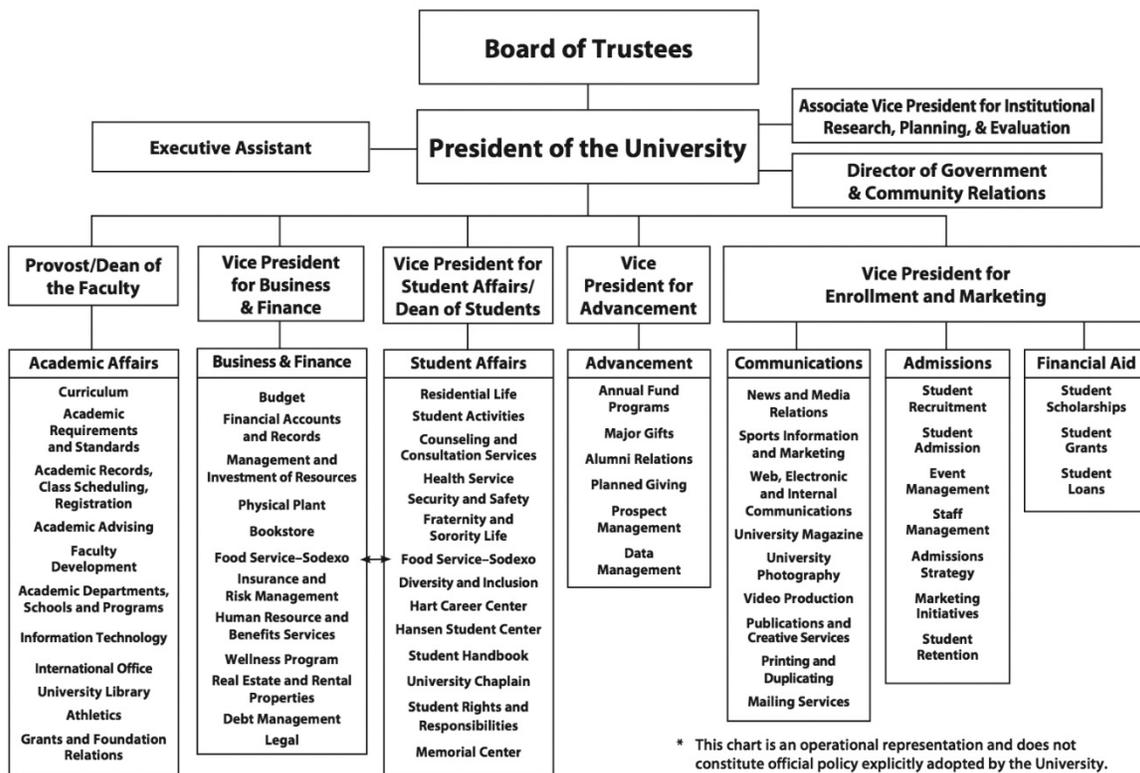
The University will aspire to create an extended University community—including not only those on campus, but alumni, trustees, parents, donors, and friends in the local community and from around the world—that is welcoming to all and committed to Illinois Wesleyan’s core beliefs, which emphasize the spirit of inquiry, intellectual integrity, breadth of knowledge and understanding, tolerance of dissent, respect for cultural diversity, and strength of character. The University will work to create a community in which all members have a lifelong sense of belonging, value Illinois Wesleyan’s best traditions, and respect and support the University. To

this end, governance of the institution will be open and accessible to active, well-informed participation from all constituencies.

All campus grounds, facilities, library resources, information technology resources, and support services will be of high quality and will provide an atmosphere that inspires the pursuit of learning and promotes human and environmental health and well-being. The University will demonstrate its commitment to physical accessibility and financial affordability for all students. To achieve and sustain its vision, Illinois Wesleyan will continue to strengthen its financial base.

UNIVERSITY ORGANIZATIONAL STRUCTURE

University Organizational Structure *



STAFF COUNCIL

In 2005, the Staff Council was established with the purpose of:

- (1) Serving as a formal means for the president to:
 - a. Communicate University matters with staff.
 - b. Elicit opinions and recommendations of the staff on matters of concern to them.
- (2) Serving as a formal means for staff to communicate to the president.
- (3) Recommending staff to the president and other administrators for appointment to University committees.
- (4) Helping to maintain a supportive and rewarding workplace for staff.

For more information about the Staff Council, visit

<http://www.iwu.edu/facresources/council/>.

DEFINITION OF NONEXEMPT STAFF PERSONNEL

Nonexempt staff personnel are employees who, because of the type of duties and the level or nature of work performed are not exempt from the overtime and minimum wage requirements of the Fair Labor Standards Act (FLSA). Nonexempt staff personnel include office, security and physical plant employees other than managerial staff.

If you have a question about whether your position is an exempt or nonexempt position, then please contact the Human Resources Office for clarification.

EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY

The University supports and is committed to the principle of equal employment opportunity. The University is an equal opportunity employer and will not engage in discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation (including gender identity and expression), pregnancy, unfavorable military discharge, or any other protected class; and will comply with all federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations regarding all employment practices, including hiring, promotion, assignment, providing reasonable accommodations, disciplinary action and dismissal.

The University is committed to providing a work environment that is free from all forms of discrimination, and therefore expects and requires all employees to conform to the above policy. The University neither condones nor tolerates conduct in violation of this policy, and any employee that violates this policy may be subject to disciplinary action up to and including dismissal.

The University expressly recognizes its obligations under the requirements of Title IX legislation not to discriminate on the basis of sex, and any complaints should be reported to the University's Title IX coordinator, Frank A. Boyd, Jr., Associate Provost, 211 Holmes Hall, Phone: 309-556-3255, Email: fboyd@iwu.edu; or the Deputy Title IX coordinator, Catherine Spitz, Associate Vice President for Human Resources, 209 Holmes Hall, Phone: 309-556-3120, Email cspitz@iwu.edu.

The University recognizes the United States Supreme Court's June 26, 2015 holding in *Obergefell v. Hodges*, in which the Court held that the [fundamental right to marry](#) is guaranteed to [same-sex couples](#) by both the [Due Process Clause](#) and the [Equal Protection Clause](#) of the [Fourteenth Amendment to the United States Constitution](#). In light of that holding, all policies set forth in this Handbook shall apply equally to opposite-sex and same-sex couples that are married.

AMERICANS WITH DISABILITIES ACT (42.U.S.C. § 12101)

Policy Statement

The University is committed to equal opportunity in all aspects of employment for qualified individuals with a disability. In accordance with the Americans with Disabilities Act, 42.U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008 ("ADA") and the Illinois Human Rights Act (775 ILCS § 5/1-101 et seq.), it is the policy of the University not to discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. Additionally, it is also the

policy of the University to provide reasonable accommodations to a qualified individual with a disability unless the accommodation would impose an undue hardship on the operation of the University's business or would change the essential functions of the position.

Definitions

- (i) 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;
 - (B) A record of such an impairment; or
 - (C) Being regarded as having such an impairment.

- (ii) The term "**major life activities**" means
 - (A) In General -- major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.
 - (B) Major Bodily Functions -- 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.

- (iii) The term "**a record of such impairment**" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

- (iv) The term "**regarded as having such an impairment**" means:
 - (A) Has a physical or mental impairment that does not substantially limit major life activities but is treated by the University as constituting such limitation;
 - (B) Has a physical or mental impairment that substantially limits major life activities only as a result of the attitudes of others toward such impairment; or
 - (C) Is treated by the University as having a substantially limiting impairment.

- (v) The term "**qualified individual**" means an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

- (vi) The term "**undue hardship**" means an action requiring significant difficulty or expense.

- (vii) The term "**essential functions**" means the fundamental job duties of the employment position the individual with a disability holds or desires. The term "essential functions" does not include the marginal functions of the position.

- (viii) The term “**reasonable accommodation**” means:
- (A) Modifications or adjustments to a job application process that enable a qualified applicant with a disability to be considered for the position such qualified applicant desires; or
 - (B) Modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability to perform the essential functions of that position; or
 - (C) Modifications or adjustments that enable a covered entity's employee with a disability to enjoy equal benefits and privileges of employment as are enjoyed by its other similarly situated employees without disabilities.

Reasonable Accommodation

The University is committed to providing reasonable accommodations to enable a qualified individual with a disability to perform the essential functions of their job. Any employee or applicant who believes he/she needs a reasonable accommodation based on a disability should bring that matter to the attention of the Human Resources Office. Upon a request for a reasonable accommodation, the University and the individual making the request will engage in an informal process to clarify what the individual needs and identify the appropriate reasonable accommodation. The University may ask the individual relevant questions that will enable it to make an informed decision about the request. This includes asking what type of reasonable accommodation is needed. When the need for an accommodation is not obvious, the University may ask the individual for documentation describing the impairment; the nature, severity, and duration of the impairment; the activity or activities that the impairment limits; and the extent to which the impairment limits the employee's ability to perform the activity or activities from an appropriate health care or rehabilitation professional. Qualified individuals receiving a reasonable accommodation must maintain institutional standards of performance, attendance, and conduct as specified by the department or unit.

While not an exhaustive list, reasonable accommodations may include: making existing facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified work schedules; reassignment to a vacant position; acquisition or modifications of equipment or devices; appropriate adjustment or modifications of examinations, training materials, or policies; the provision of qualified readers or interpreters; and other similar accommodations for individuals with disabilities.

Confidentiality

Information regarding requests for reasonable accommodations, and all information provided by a qualified individual regarding the nature, severity, and duration of the impairment; the activity or activities that the impairment limits; and the extent to which the impairment limits the employee's ability to perform the activity or activities will be kept confidential and shared with others only if they have a legitimate business reason to know.

Grievance Procedure

If an employee feels discriminated against because of a disability; or is dissatisfied with a determination regarding a request for a reasonable accommodation he/she has the right to file a grievance with the Vice President for Business and Finance.

Retaliation

The University shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by the ADA or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this ADA. The University shall not coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his/her having exercised or enjoyed, or on account of his/her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by the ADA.

MANAGEMENT RIGHTS

The University seeks the opinions of its employees individually, through their supervisor, department head or Associate Vice President for Human Resources about working conditions, ways and means of getting their jobs done better and on other matters of employee interest. From time to time, however, the University, just as any other large organization, has to make decisions without prior consultation with its employees. The University shall, therefore, maintain exclusive discretion to exercise the customary functions of management including, but not limited to the discretion to select, hire, promote, suspend, dismiss, assign, supervise and discipline employees; to determine the work schedule; to determine the size of and composition of the work force; to establish, change and abolish policies, procedures, benefits, rules and regulations; to determine and modify job descriptions and job classifications; and to assign duties to employees in accordance with the needs and requirements determined by the University.

INSTITUTIONAL POLICIES

The University maintains institutional policies to address specific work place concerns. Those policies are found later in this Handbook under the heading “Institutional Policy Statements”. Those policies cover such topics as: (i) Alcohol and Drug Abuse; (ii) Safety; (iii) Sexual Misconduct; and (iv) Whistleblower Policy. Those policies are disseminated to all incoming personnel.

EMPLOYMENT PROCEDURE

The University does not maintain or publish a standing list of available positions because of its small staff size and relatively low turnover rate. Generally, the Human Resources Office will publicize job openings as they become available by advertising the job opening internally and externally. A supervisor may request that a job vacancy be posted internally and thus, open to internal candidates only. A vacancy may be filled without a job posting if the successor is from the same department from which the vacancy originated.

Any person seeking employment at the University should be directed to the Job Openings page on the University website Parents & Visitors section. References are requested and will be contacted before an employment offer is made. Final candidates must pass a pre-employment background investigation to be hired. A post-offer medical examination is required for certain positions.

EMPLOYMENT CLASSIFICATIONS

Each position at the University is classified according to its duties and responsibilities as full-time, part-time, or temporary staff members according to the following definitions:

Full-time - Works a regular schedule or is paid for at least 40 hours per week for at least 9-months per year

Part-time - Is paid for less than 40 hours per week for up to 9 months per year or is paid for 40 hours per week for less than 9 months per year.

Temporary - Works for a definite period of time designated by the Vice President for Business and Finance, generally less than 30 days.

EMPLOYMENT OF RELATIVES (NEPOTISM)

IWU personnel who have control or influence over decisions involving the use of University resources or authority over other University employees have the responsibility to exercise that control, influence or authority in a manner which maintains confidence in the integrity of the University's administrative and human resources decision-making. This responsibility includes avoiding the appearance of a conflict of interest between personal interest and the University's interest.

To avoid such actual or perceived conflicts, it is the policy of the University that no person shall be employed in a department under the supervision of a close relative or person with whom a supervisor shares living accommodations. Close relatives include grandparents, parents, siblings, children and grandchildren. These descriptions are not exclusive of the many relationships that may create actual or perceived conflicts. Exceptions to this policy may be made only with prior written approval of the Vice President for Business and Finance.

EMPLOYMENT ELIGIBILITY

An employee upon being hired must complete an I-9 form, the employment eligibility verification form required by the U.S. Citizenship and Immigration Services. This form certifies he/she is eligible to work in the United States.

Section 1 of the Employment Eligibility Verification Form I-9 must be completed no later than the first day of employment.

Section 2 of the Employment Eligibility Verification Form I-9 must be completed within three business days of the start date of employment.

MEDICAL EXAMINATION

Post-Offer Examination

An individual who has been offered employment for any physical plant or security position must undergo a post-offer medical examination prior to his/her first day of work to determine if the individual can perform certain jobs effectively and safely, with or without reasonable accommodation. The offer of employment is conditional upon the satisfactory outcome of the examination.

The examination is provided at no cost to the individual.

Employee Examination

An employee may be required to undergo a medical examination if it is job related and consistent with business necessity, or required to avoid a direct threat to the health or safety of persons in the work place.

The University does not use information from an employee medical examination to discriminate against the employee in any employment practice. All information obtained from employee medical examinations is maintained and used in accordance with American with Disabilities Act (ADA), Health Insurance Portability and Accountability Act (HIPAA) and other applicable confidentiality requirements.

TUBERCULOSIS TEST AND TETANUS IMMUNIZATION

Arnold Health Service screens new employees for Tuberculosis (TB) and administers TB tests to those considered to be high risk. A questionnaire will be sent to each new employee and reviewed by the Director of Arnold Health Service. If a TB test is administered, the results will be determined and an appropriate referral will be made to the McLean County Health Department TB clinic, as applicable. The employee is advised to inform Arnold Health Service of recommended treatment. This information will be kept confidential. A positive test will not affect employment nor will recommended treatment by the local health department cause discrimination in or termination of employment.

Arnold Health Service will offer an employee injured on the job a Diphtheria/Tetanus (dt) vaccine at no charge. All employees are encouraged to contact their primary care providers for updates on their tetanus immunizations or non work-related injuries.

HIRE DATE/ANNIVERSARY DATE/YEAR OF SERVICE

The employee's hire date is the date that the individual actively begins work at the University. The hire date is used as the anniversary date and to determine each year of service.

ORIENTATION

New employees participate in a benefits orientation with the Human Resources Representative – Human Resources.

There is no formal job-training program at the University, but new employees will be given instructions on the details of their particular tasks. Employees may be sent at University expense to specialized training programs to develop new skills, expand existing skills, or to gain knowledge. Employees also may be requested to take courses offered by the University as part of their training. The tuition costs of these courses will be paid by the University.

JOB RESPONSIBILITIES

Employees are responsible for performing assigned duties by following policies and procedures outlined by their supervisors and the University. Employees are answerable to the supervisor for their level of performance.

PROMOTION AND TRANSFER

Illinois Wesleyan University supports hiring staff from within the University by posting job openings internally for at least five business days. Internal posting serves as a communication tool so that staff is aware of the recruitment and has an opportunity to apply.

If an employee is qualified to be considered for the vacancy and that employee has worked in his/her current position for at least one year, he/she may submit an application for the position. If the employee works in the department originating the job opening, the one-year requirement may be waived with supervisor approval.

Staff who appear to be a good match for the position will be contacted for an interview. When a staff member is the best fit for a position, he/she will be offered the job.

As a courtesy, the employee should inform his/her current supervisor when applying for another position at the University. Transfer to another position is permitted if it appears to be to the advantage of both the employee and the University.

JOB CLASSIFICATION

Positions are placed in a group with all other positions having similar characteristics. A pay scale is established for each group. The pay scales are determined by the positions and not by qualifications of employees working in the positions. For more information, refer to the Classification and Compensation Program in Appendix B.

RECLASSIFICATION

At the discretion of the supervisor or position incumbent, an analysis of duties may be requested from the Position Review Committee for a job position that may be more properly described by a classification, which is different from the existing classification. All positions will be reviewed

based on duties and personal responsibilities of the job. Some of the areas reviewed are experience, education and skills required, complexity of tasks, scope of responsibilities, independent decisions made, nature and conditions of work, supervision given others and types of personal contact. The classification is determined by the duties and responsibilities of the job and not by the qualifications of the employee working in the position. The employee and supervisor will be informed of the Position Review Committee's findings. For more information, refer to the Classification and Compensation Program in Appendix B.

TIME RECORDS

Time records are official documents of time worked. Time records are the basic source of information for payroll purposes. These records also are used to monitor an employee's vacation time, sick time, personal time, and overtime. Time records must reflect actual hours worked. Falsification of time records is a serious offense and may be considered as cause for dismissal. Employees should not record work times other than actual hours worked. Changes, alterations, or notations are not made on the records except by approval and with the signature of the department head and/or supervisor.

Nonexempt staff employees are not permitted to work before or after their scheduled time unless undertaken with prior knowledge of and at the direction of the supervisor or department head.

Physical Plant

Employees shall use a time clock to record their work hours on time cards. Employees using a time clock shall punch only their own time card. Punching another employee's time card may be cause for dismissal of all parties involved. Time cards are checked by supervisors and department heads for accuracy. A separate form must be used to record overtime hours worked.

Employees may not "punch in" more than fourteen (14) minutes prior to the scheduled starting time or "punch out" more than fourteen (14) minutes after the scheduled ending time, unless overtime has been authorized.

University Offices and Security

Employees who work in an office or for the Security department use time sheets to record actual hours worked. The time sheet also should report the use of vacation or other leave time and the accumulation of overtime. Time sheets are checked by supervisors and department heads for accuracy. A signature of supervisor or department head is required. Information on how to record time on your timesheet may be found in Appendix C.

Required Work on a Holiday

For staff who submit timesheets, required hours of work on a holiday should be entered under the "actual hours worked" column in addition to entering eight hours in the holiday column for the same day. If the actual time worked was less than two hours, the paycheck will be calculated to reflect two hours worked.

Staff who are required to work during winter break to address University needs, e.g., mailing services, who work less than two hours on-the-job will be paid a minimum of two hours overtime.

PERSONNEL RECORDS

All permanent, official records of the employee are maintained in the Human Resources Office. Detailed day-to-day records of the employee may be maintained in the employee's assigned department. The personnel file represents the employment records of the employee and may include: the application for employment, correspondence, position assignments, transfers, promotions, evaluations, wage changes and discharge or other disciplinary notices. An employee may request a review of his/her personnel file by contacting the Assistant Director of Human Resources during regular office hours. Upon request, the University will allow an employee to review their personnel file in accordance with the provisions of the Illinois Personnel Record Review Act.

PERSONNEL POLICIES

The Associate Vice President for Human Resources will be responsible for administering personnel policies. If questions arise about any personnel policies, the Associate Vice President for Human Resources is responsible for clarification and interpretation of policies.

PERFORMANCE REVIEW

Employee counseling and a formal evaluation will be conducted periodically. Supervisors are encouraged to discuss performance feedback with employees on a regular basis. Evaluation interviews will be private and every opportunity will be given to the employee for an open and frank discussion. The supervisor will counsel the employee while giving him/her the evaluation of his/her work performance. Employee input and response to the evaluation with the supervisor is encouraged.

The performance review form may be found in Appendix D.

OUTSIDE EMPLOYMENT

The University does not prohibit an employee from seeking outside employment. If such employment interferes with the employee's work performance, including his/her availability for overtime work, the supervisor will attempt to resolve the matter with the employee. If necessary, the supervisor will consult the Associate Vice President for Human Resources to resolve the matter.

BREAK IN SERVICE

A break in service begins when an employee leaves employment with the University.

RESIGNATION: VOLUNTARY TERMINATION

An employee is encouraged to give a minimum of two weeks' notice of resignation to his/her supervisor. The Human Resources Office should be notified of the resignation as soon as possible so that necessary paperwork can be completed, final payroll arrangements can be made, and an exit interview with the Assistant Director of Human Resources or Director of the Physical Plant, as appropriate, can be scheduled. By the last day of employment, an employee must return the following items to the University:

- Any University property - borrowed or assigned
- University keys
- Identification card

Any earned vacation leave or personal time pay shall not extend the effective date of employment beyond the last day worked.

TERMINATION: INVOLUNTARY

(See Discipline Policy, Page H-1)

The University may find it necessary to discharge an employee or release an employee who has demonstrated an inability to perform satisfactorily the duties of his/her position. An employee may be dismissed with or without cause. For example, but without intended limitation, an employee will be discharged for making false statements or concealing information on the application form, whether or not such disclosure(s) directly affect the employee's performance of assigned duties. However, the University retains the right to make termination decisions solely in its own discretion.

Any earned vacation leave or personal time pay shall not extend the effective date of employment beyond the last day worked.

RETIREMENT FROM EMPLOYMENT

Employees age 55 or older who have at least 10 years of consecutive full-time service at the University are eligible for retirement. There is no mandatory retirement age for nonexempt staff

RE-EMPLOYMENT

A former employee seeking re-employment with the University is required to disclose previous employment on his/her application. Former employees whose separations were under satisfactory circumstances may be re-employed in the same type of work or in another type for which they are qualified. However, when prior employment ends, the employee forfeits previously accrued sick leave. Upon re-employment, an individual who had worked at least two (2) years for the University is reinstated with retirement benefits equivalent to when employment was separated. Re-employed individuals will have an adjusted service date for the purpose of determining vacation and years of service.

RESOLVING DIFFERENCES/GRIEVANCES

The University recognizes the right of each employee to seek solutions concerning disagreements arising from working relationships, working conditions, employment practices or differences of interpretation of policy which might arise between the University and its employees. In most cases, these matters can be resolved informally and this approach is encouraged. An employee who is uncertain about how to approach such a matter may wish to consult the Assistant Director of Human Resources regarding the most appropriate manner of handling a concern.

If the matter is one of sexual harassment, please see the Sexual Misconduct Policy.

Informal Method

To resolve a concern or grievance informally, an employee should discuss it with his/her supervisor. If an employee does not feel comfortable discussing the matter with the supervisor, contact the Assistant Director of Human Resources. Contact should be made within five (5) working days of the occurrence. It is not necessary that this be done in writing. If this does not lead to a satisfactory resolution, the employee may, within five (5) additional working days, discuss the matter with the supervisor's supervisor or the Associate Vice President for Human Resources. If necessary, this informal approach may be continued until the employee reaches the cabinet member responsible for the area.

Formal Method

If the employee has pursued the informal resolution method without satisfaction or does not wish to follow the informal method, a written statement of the employee's concern should be presented to his/her supervisor or the Associate Vice President for Human Resources, within five (5) working days of the occurrence or within five (5) working days of the apparent failure to resolve the matter by informal means. If the employee has already pursued the informal resolution process, the written complaint will be resolved by the supervisor and the department head and/or cabinet officer responsible for the area along with the Associate Vice President for Human Resources. If the employee has not pursued the informal mechanism, the complaint first will be reviewed with the supervisor or Associate Vice President for Human Resources and, if it cannot be resolved with the supervisor, it will be resolved by the department head and/or the cabinet officer responsible for the area along with the Associate Vice President for Human Resources. Final resolution is to be reached within forty-five (45) working days of presenting the complaint to the employee's supervisor. Documentation generated by the grievance and by this procedure is placed in a file designated for employee grievances stored in Human Resources. If after pursuing the formal method the employee still is not satisfied, the matter may be presented to the President whose decision is final.

HOURS

WORK HOURS/WORKWEEK

In order to adequately serve students, it is necessary in some cases to maintain service and operation 24 hours per day, seven (7) days per week, and 365 days per year.

The normal workweek for full-time nonexempt staff employees, except for physical plant employees equals thirty-seven and one-half (37.5) hours, measured from Sunday through Saturday of each week. Nonexempt employees are paid for 40 hours in a workweek.

Physical Plant employees generally work daily shifts of 8 hours Monday through Friday. Some custodians work only one-half (1/2) day on Tuesday, Wednesday or Thursday when required to work one-half (1/2) day on Saturday morning. Physical Plant employees with the exception of Heat Plant employees have 50 minutes for lunch in lieu of a 30-minute lunch and a 20-minute afternoon break. Heat Plant employees take a 30-minute lunch plus a 20-minute afternoon break. Since physical plant employees continue to maintain a 40-hour workweek, they are given five (5) additional personal days.

University Office: The usual administrative office hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Employees of these offices are allowed one (1) hour for an unpaid lunch break.

Security: To provide 24-hour coverage, 365 days per year, security employees work various shifts throughout the week. Security employees work four 9.5-hour shifts per week during the school year and three 12-hour shifts during the summer.

Library: To provide adequate coverage during library hours, library employees work in various shifts throughout the week.

When occasional overtime work is required, every effort will be made to provide advance notice. As a condition of employment, an employee is expected to work any required overtime.

It is sometimes necessary to reschedule employees to work other than normal hours. In these situations, department work schedules will be announced to give employees as much advance notice as possible.

Any variations to the lunch hour or working hours must not result in the requirement for overtime pay or in the violation of any federal or state labor laws. Any supervisor who chooses to vary these hours must notify the Human Resources Office in advance of lunch and working hour variations.

Summer Hours

At the discretion of the University, offices may close at 4:00 p.m., approximately from Mid-May through Mid-August. Employees will be notified annually in writing of the decision to

implement these hours. Whenever the summer workweek is reduced from 37.5 to 35 hours, afternoon rest periods are eliminated and overtime pay continues to be calculated based on a 40-hour week. Since physical plant employees cannot observe reduced summer workweek hours, they are given two (2) additional personal days.

Spring Break and December Shortened Work Days

At the discretion of the University, offices may close at 4:00 p.m. during spring break and the time between when classes end and winter break begins in December. Employees will be notified annually in writing of the decision to implement these hours.

Since nonexempt physical plant employees cannot observe the reduced workweek hours during these designated times, these employees will be paid the regular overtime rate on a daily basis for hours worked over eight. They will also be paid at the regular overtime rate for all time worked outside of the regularly scheduled workweek.

Since nonexempt security officers cannot observe the reduced workweek hours during these designated times, these employees will be paid the regular overtime rate for all hours worked between 36 and 40 hours during those weeks.

Required Work on a University-observed Holiday

An employee who is required to work on the holiday may select between the following two options:

- (1) With supervisor approval, the employee may receive another day off within the same pay period. To the extent possible, the day off will be granted in accordance with the employee's request, however business needs must also be taken into consideration. If the staffing needs of the department do not permit employees to be given another day off, employees will be paid for holiday in lieu of time off.
- (2) With supervisor approval, the employee may elect to be paid at the overtime rate for the number of hours worked in addition to receiving his/her regular rate of pay for eight (8) hours of holiday pay.

Staff who are required to work during winter break to address University needs, e.g., mailing services, who work less than two hours on-the-job will be paid a minimum of two hours overtime.

Required to work on an Actual Holiday that is not the University-observed Holiday

A part-time employee who is regularly scheduled to work less than 20 hours per week who is required to work on an actual Federal holiday that is not the University-observed holiday (e.g., when July 4th falls on a Sunday), will receive their regular rate of pay for the number of hours worked in addition to receiving their regular rate of pay for holiday pay for the number of hours worked.

INCLEMENT WEATHER

The University usually continues operation regardless of inclement weather such as snow or ice and thus, expects employees to be at work as usual. An employee who is unable to report to work due to weather conditions should notify his/her supervisor. Time not worked may be taken as vacation, personal time, unpaid (if vacation and personal time balances are exhausted) or with the approval of the supervisor, made up.

If an evaluation of weather conditions results in a decision to close the University prior to the beginning of the work day, that information will be available through area media who provide such information. Ultimately, the emergency line and IWU alert system will be the most authoritative sources.

In the event that weather conditions deteriorate during the work day to the point that employees are released, that information will be made available by a broadcast voicemail message and through the emergency line.

Emergency Line: 556-1010

IWU Alert System: Notification preferences can be set up at <http://my.iwu.edu>. This system allows each community member to opt into various notification methods. The IWU Alert system also sends emergency notifications via campus email.

SUMMER POWER OUTAGE

If a building is scheduled for a summer power outage for a full work day, staff members in that building should consult with their supervisor to determine (1) if there is a place that the staff member could work where there is sufficient lighting; or, if not, (2) if there is work that the staff member could perform from another location or from home. If neither (1) nor (2) are an option, the nonexempt staff member will receive paid time off for the day of the power outage.

Nonexempt staff members should record actual hours worked the day of the power outage on the timesheet. Any hours the staff member is unable to work that day should be put in the Other column on the timesheet with "Power Outage" in the Comments section.

OVERTIME

The Law

The Fair Labor Standards Act ("FLSA") and the Illinois Minimum Wage Law ("IMWL") both govern overtime compensation. Both require that the University not employ any employee for a workweek, measured from Sunday through Saturday, of more than forty (40) hours unless such employee receives compensation at a rate not less than one and one-half times (1 ½) the regular rate at which the employee is employed for employment in excess of the forty (40) hours per workweek. Hours worked in excess of the statutory maximum in any workweek are overtime

hours under these statutes. Overtime is ONLY to be worked with prior authorization from the supervisor or department head. When overtime is necessary employees are expected to work the overtime; failure to do so could result in disciplinary action.

Overtime will be paid for all time accounted for in excess of forty (40) hours in a workweek, even though some hours may not have actually been worked, but were compensated as vacation or other paid time off.

The statutes take a single workweek as the standard and do not permit averaging of hours over two (2) or more weeks. Each workweek stands alone. Thus, if an employee works thirty (30) hours one week and fifty (50) hours the next, the employee must receive overtime compensation for the overtime hours worked beyond the forty (40) hour threshold in the second week, even though the average number of hours worked in the two weeks is forty (40) hours. This is true regardless of whether the employee works on a standard or swing-shift schedule and regardless of whether he is paid on a daily, weekly, biweekly, monthly or other basis. The amount of overtime compensation due to an employee must and will be computed on the basis of a single workweek. Both the FLSA and the IMWL prohibit a private employer from offering employees “compensatory time” in lieu of paying overtime.

Exception: Modified Workweek

It is permissible for the University to limit an employee’s total hours to no more than forty (40) per workweek by giving an employee time off, but this time off must be taken within that same week. For example, if the University anticipates that it will be necessary for an employee, who normally works forty (40) hours in a regular Monday-through-Friday workweek, to work two hours on Saturday, the University can avoid overtime by requiring the employee to take two hours off on one of the other workdays during the same workweek, thereby assuring that the employee does not work in excess of the forty (40) hour during the workweek.

Exception: Time Off Plan

As stated above, if an employee works more than forty (40) hours during the workweek, the University may not use “compensatory time” off during subsequent workweeks as payment for the overtime hours. However, the University may nevertheless achieve essentially the same result by reducing an employee’s work schedule during a subsequent week within the same pay period by one and one-half hours for each overtime hour worked during the previous week, resulting in the employee’s compensation for the two-week period being the same as if the employee had worked two normal forty-hour workweeks. This approach is known as the “time off plan,” which is set forth in detail in the Wage & Hour Division, Field Operations Handbook at 32j16a (2000). A supervisor may enforce the “time off plan.” An employee may seek approval to use the “time off plan.”

To satisfy the requirements of the FLSA “time-off plan” the following requirements must be met:

1. The employee must be employed by the hour, at fixed hourly rates of pay, or be paid a regular salary for a fixed number of hours per week;
2. The pay period must be longer than a week (for example, biweekly, semimonthly, or monthly);
3. Time-off adjustments, in the ratio of one and one-half hours for each overtime hour worked, must be made within the pay period; and
4. Straight-time and overtime compensation for the hours actually worked in each workweek of the pay period must be computed on the established hourly rates and paid currently at the end of each period, without regard to the hours worked or earnings in any other pay period.

As an example: assume an employee is employed at the rate of \$10.00 per hour. If an employee works fifty (50) hours during the first week of a two week pay period, then the University may control the number of hours the employee works during the second week of a two week pay period. In this scenario, the University could limit the hours worked by the employee in the second week to twenty-five (25) hours thereby controlling the earnings for the employee for the total pay period. Under this scenario the employee's pay-stub should reflect the following: (i) \$650.00 in regular wages (i.e. 65 hours at \$10.00 per hour); and (ii) \$150.00 in overtime wages (i.e. 10 hours at \$15.00 per hour). Under the "time off plan" the employee's total wages for the pay period are \$800.00 which is the same as they would have been had the employee worked two forty (40) hour weeks.

Recall

If an employee is called back to work outside his/her scheduled hours, necessitating an additional trip to and from work outside his/her normal work day, the employee will be paid a minimum of two (2) hours for any service rendered of less than two (2) hours on-the-job time. Overtime will be paid if such recall hours qualify under the overtime pay provisions.

ABSENTEEISM

Employees are expected to report to work on time and to remain on the job throughout their regular work hours. An employee who knowingly will be late or absent from work must inform his/her supervisor as far in advance of the start of the work day as possible. Employees having an urgent reason for leaving work must have permission from the supervisor and/or department head.

It is the employee's responsibility either personally or through a close relative to ensure proper notification is given to the supervisor. Asking another employee or friend to give this notification is improper, except under emergency conditions, and does not release the employee from this responsibility.

If an employee is absent for three (3) consecutive days without notifying his/her supervisor, he/she is assumed to have resigned without notice and will be discharged by the University.

TARDINESS

Punctuality and regular attendance are important for job advancement and retention. Any employee who is repeatedly late for work jeopardizes his/her future pay increases and may be subject to disciplinary action up to and including dismissal.

LUNCH BREAK

Each full-time employee is required to take an unpaid lunch break beginning no later than five (5) hours after the beginning of work for that day, in accordance with the Illinois One Day Rest in Seven Act. Office employees are allowed one (1) hour for lunch, and physical plant employees receive a half (1/2) hour for lunch. The twenty (20) minute afternoon break for physical plant employees may be scheduled in conjunction with the lunch break to allow one (1) fifty (50) minute break.

Any variations to the lunch hour must not result in the requirement for overtime pay or in violation of any federal or state labor laws. Any supervisor who chooses to vary the lunch hour must notify the Human Resources Office in advance of lunch hour variations.

REST PERIODS

All employees are permitted one (1) paid rest period of twenty (20) minutes each half day at times arranged by their supervisors. If an employee leaves his/her work area, he/she is still required to abide by the twenty-minute period. The University recognizes the rest period as such; it cannot be used to accumulate time-off, to make up time or in lieu of actual hours worked. The rest period may be used to take care of personal needs. Repeated tardiness or abuse of the rest period may result in disciplinary action up to and including termination of employment.

WAGES

WAGE POLICY

According to the Nonexempt Staff (except for physical plant) Classification and Compensation Program wage rates are assigned to each job classification. Starting pay will be at the base rate for each classification. Starting pay above the base rate for the classification must be approved by the Vice President for Business and Finance, Provost and Dean of Faculty and Associate Vice President for Human Resources

The University attempts to recognize dedicated service and merit when the annual wage review normally takes place. However, increases in wages cannot be guaranteed or automatically assumed. Every effort is made to keep wages competitive and fair from both an internal and external perspective.

Department supervisors are expected to provide recommendations for employee pay increases. These recommendations are reviewed by the Vice President for Business and Finance in consultation with the President and members of the Cabinet. Based on this information and the availability of funds, the Vice President for Business and Finance determines wage increases.

Compensation increases may be awarded on an annual basis. These increases are effective August 1, to coincide with the beginning of the University's fiscal year. Only in circumstances such as promotion to a higher job classification, or upgrading from an introductory wage (may apply to entry-level custodians), will an employee's compensation be changed during the course of a fiscal year, provided additional funds are available. All increases must be approved by the Vice President for Business and Finance.

A copy of the Nonexempt Staff Classification and Compensation Program may be found in Appendix B.

COMPENSATION NOTICE

Prior to the beginning of a fiscal year, August 1, a compensation notice is issued to each employee stating his/her new wage rate that will start at the beginning of the new fiscal year, together with the fringe benefits. The compensation notice is not intended to create an expressed or implied contract of employment between the University and the employee.

RECEIPT OF PAYCHECK

The University encourages employees to use the direct deposit process for paychecks. Employees utilizing direct deposit will receive a statement of earnings through email on pay day. Employees who continue to receive paper copies of their paychecks may pick them up from the Business Office on payday. Lost checks should be reported to the Business Office immediately. Payroll checks may not be mailed to or given to anyone other than the employee for whom the check is intended. Exceptions may be made when the employee designates, in writing, another individual to pick up the check.

Each employee receives a statement of earnings each payday showing the number of hours worked, overtime hours, gross earnings, deductions, net pay and paid time off balances. The Business Office (Payroll) may be consulted for clarification of questions regarding wages and paychecks.

PAYROLL DEDUCTIONS/REDUCTIONS

Payroll deductions are taken from after-tax income. Payroll reductions are subtracted from before-tax income and generally reduce the amount of taxes withheld from an employee's wages.

Required payroll deductions are:

1. Federal income tax
2. State income tax
3. Social Security (FICA)
4. Medicare
5. Support Order, if applicable
6. Wage garnishment, if applicable

An employee may request these additional deductions or reductions:

As payroll reductions or deductions:

1. University sponsored health insurance premium
2. Retirement annuities contribution

As payroll reductions:

1. Supplemental retirement annuities contribution
2. Unreimbursed medical expenses reimbursement through flexible benefit plan
3. Dependent care deduction through flexible benefit plan.

As payroll deductions:

1. Credit Union savings deposit and loan repayment
2. United Way contribution
3. IWU fund contributions (If interested see Advancement Office to sign up.)
4. Voluntary accidental death and dismemberment insurance premium
5. Rental of University housing, if applicable

NOTIFICATION OF PERSONAL CHANGES

It is the responsibility of employees who change their name, telephone number, address, marital status, insurance beneficiary, number of dependents, or other information that may affect insurance withholding exemptions or other benefits to notify the Human Resources Office in writing as soon as possible.

DEATH OF AN EMPLOYEE

If an employee dies while actively employed, the employee's wages will be paid through the last day worked, along with unused earned vacation leave and personal days.

Beneficiaries of employees covered by the group health and life insurance plan should contact the Human Resources Office.

EMPLOYEE BENEFITS

Current benefits for nonexempt staff employees are explained on the following pages. These benefits may be changed at any time by the University.

VACATION LEAVE

Vacation leave is earned by the employee to provide for a period of rest and relaxation. The maximum number of days that may be earned in a year depends upon the employee's length of service and classification. For full-time 12-month employees, vacation leave is earned each biweekly pay period according to the following schedule:

<u>Years of Service</u>	<u>Vacation Leave Earned</u>
1-4	3.08 hours per pay (80 hours annually)
5-14	4.62 hours per pay (120 hours annually)
15 years and more	6.16 hours per pay (160 hours annually)

A nonexempt employee earns vacation leave per biweekly pay period if he/she works any part of the pay period.

Employees who were formerly hired as technical staff maintain an August 1 anniversary date for vacation accrual.

A part-time employee who is regularly scheduled to work 20 or more hours per week for a minimum of 9 months per year receives a proportionate vacation allowance based on the average number of hours scheduled to work per week, prorated on the schedule assigned to full-time 12-month employees.

A 9- or 10-month employee earns vacation leave during pay periods when they work their regular schedule (generally over 19 or 21 pay periods respectively). Vacation leave accrual for employees in this category will be reviewed individually based on their work schedule.

Vacation is available to use in the pay period following that in which it was earned. Employees may accumulate up to two times their annual vacation leave allowance.

Vacation leave is not earned during an unpaid leave of absence.

Annual vacation leave must be requested in writing during work hours at least 24 hours in advance of the requested time off. Vacation may be taken with advance approval of the employee's supervisor in two (2) hour increments.

An employee's preference as to time of vacation shall be considered, but due to ongoing operations or functions that may require an employee to be at work, the University reserves the right to assign the vacation period. Employees in the same department who request the same vacation period may have their requests denied if this time off cannot be accommodated. Such

requests will be decided by the longevity of service within the department. Holidays recognized by the University that occur during the employee's vacation leave will be paid as holidays and not charged against accrued vacation leave. No allowance will be made for sickness or other incapacity occurring during the vacation leave period.

Vacation leave may not be used to extend the effective date of employment beyond the last day worked.

Upon termination, retirement or death, all unused earned vacation leave, shall be paid to the employee or designated life insurance beneficiary.

An employee whose long term disability claim is accepted will receive payment for accrued but unused vacation leave on or near the day that the long term disability benefit payments begin, except for employees with approved long term disability claims that run concurrently with workers' compensation claims.

HOLIDAYS

The University recognizes the following holidays on which employees receive time off with pay:

- New Year's Day
- Monday of Spring Break
- Memorial Day
- Independence Day
- Day before or after Independence Day
- Labor Day
- Day before Thanksgiving
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas Day
- Christmas Day
- Days between Christmas Day and New Year's Day

If a holiday occurs on Saturday, the preceding Friday shall be observed as the University holiday. If a holiday occurs on a Sunday, the following Monday shall be observed as the University holiday.

An employee who is required to work on the holiday may select between the following two options:

- (1) With supervisor approval, the employee may receive another day off within the same pay period. To the extent possible, the day off will be granted in accordance with the employee's request, however business needs must also be taken into consideration. If the staffing needs of the department do not permit employees to be given another day off, employees will be paid for holiday in lieu of time off.

- (2) With supervisor approval, the employee may elect to be paid at the overtime rate for the number of hours worked in addition to receiving his/her regular rate of pay for eight (8) hours of holiday pay.

Employees whose regular day off falls on a holiday will receive another day off with pay during the same pay period.

If the actual time worked on the holiday was less than two hours, the paycheck will be calculated to reflect two hours worked.

Staff who are required to work during winter break to address University needs, e.g., mailing services, and who work less than two hours on-the-job will be paid a minimum of two hours overtime.

A part-time employee who is regularly schedules to work 20 or more hours per week for at least nine months per year will be paid for a holiday on a pro rata basis, according to the regular number of hours he/she is scheduled to work during a normal workweek.

Required to work on an Actual Holiday that is not the University-observed Holiday

A part-time employee who is regularly scheduled to work less than 20 hours per week who is required to work on an actual Federal holiday that is not the University-observed holiday (e.g., when July 4th falls on a Sunday), will receive their regular rate of pay for the number of hours worked in addition to receiving their regular rate of pay for holiday pay for the number of hours worked.

PERSONAL TIME

Each employee who is eligible for holiday compensation is provided with two (2) personal days each fiscal year. Part-time employees who are regularly scheduled to work 20 or more hours per week for at least nine months per year receive proportionate personal time based on the average number of hours an employee works on a regular workday. This time may be taken in two (2) hour increments.

August 1 is the renewal date for personal time each year.

Personal time may be used for any purpose. The employee must request use of personal time from his/her supervisor at least twenty four (24) hours in advance of the requested time off. The employee must report the use of personal time on his/her time sheet or time card. Any unused personal time may not be carried forward to a subsequent year. Any unused personal time provided for the current year will be paid to an employee when he/she terminates employment during the year.

An employee whose long term disability claim is accepted will receive payment for unused personal time on or near the day that the long term disability benefit payments begin.

Physical Plant employees receive two (2) additional personal days on May 1 and five (5) additional personal days on August 1 because they do not receive the benefit of 4:30 p.m. or 4:00 p.m. office hours during summer hours, holiday and spring breaks. Personal time will be prorated for periods of unpaid leave.

No allowance will be made for sickness or other incapacity occurring during personal time off.

SICK TIME

Sick time benefits are provided by the University for the protection of the employee during occurrences of illness and injury. Each employee accumulates sick time with pay at the rate of one (1) working day for each month of service. A part-time employee who is regularly scheduled to work 20 or more hours per week for at least nine months per year receives a prorated sick time allowance. Unused sick time may be accumulated to a maximum of 23 days, additional time shall continue to accrue while an employee is using sick time that already has accumulated. An employee who is absent due to illness or injury will be paid for accrued sick time only.

An employee may use personal sick leave benefits provided by the University for absences due to an illness, injury or medical appointment of the employee; or the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent; and any other person eligible to be enrolled by the employee in the University group health insurance plan (whether or not that person is actually enrolled in the plan), for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. Each employee also may use accumulated sick time as provided under the provisions of this handbook relating to Family and Medical Leave.

Time to care for a newborn child may be requested according to the Family and Medical Leave Act or Childbearing and Childrearing Leave policies.

Sick time may be used in two (2) hour increments. Physical plant employees record sick time on the request for Request for Time Off form; other employees record use of sick time on their time sheets.

Except for Security employees, each employee is expected to notify his/her immediate supervisor no later than one-half (1/2) hour after he/she is scheduled for work if he/she is unable to report to work. If he/she is unable to contact the department head or someone in his/her office, the employee should notify the Human Resources Office. Security employees must notify their department at least two (2) hours prior to absence. If an employee becomes ill or injured while at work, the employee should notify his/her supervisor when leaving work. Failure to notify the supervisor may result in disapproval of sick time. Abuse of the sick time privilege may result in disciplinary action up to and including termination of employment.

If an employee works part of a day on which sick time is used, increments are calculated as follows:

Employee Hours Worked

Sick Time Used

Hours less than 2.0	6.0 hours or ¾ day
2.0 hours but less than 4.0	4.0 hours or ½ day
4.0 hours but less than 6.0	2.0 hours or ¼ day
6.0 hours or more	0.0 hours or 0 day.

The University reserves the right to require acceptable evidence of injury, illness, or the existence of a condition justifying sick time. An employee who claims sick time benefits may be required to provide such evidence. For example, an employee may be required to submit a physician's statement to his/her department head or a statement from the University Health Services, with a copy to the Human Resources Office, indicating that the employee has been injured, ill, or has suffered another condition making the employee unable to work. In addition, the University may require the employee to provide a physician's statement to his/her department head indicating that the employee who has been injured, ill or suffering from another condition is able to return to work. In cases where an employee claims a "disability" within the meaning of the Americans with Disabilities Act, medical information or medical examinations may be required when the employee wishes to return to work after suffering such a disability or when the injury or illness is job related. In particular, examinations may be required: (1) if an accommodation has been requested, (2) to determine if the employee can perform essential functions of his/her job, and (3) to identify effective accommodation that would enable the person to perform essential job functions in the current or in a vacant job for which the person is qualified.

Holidays occurring during paid sick time shall be compensated as a holiday and not as a sick day; illness or injury during vacation, personal or non-sick time absence will not be considered for paid sick time.

Sick time benefits do not accumulate; therefore, upon termination of employment with the University, an employee is not eligible for payment of any sick time. Sick time may not be used to extend the effective date of employment beyond the last day worked.

FUNERAL LEAVE

An employee will be granted a leave with pay for three (3) working days to attend the funeral of a member of the employee's immediate family. An extra day of funeral leave may be granted in extenuating circumstances if attendance requires travel greater than 100 miles from the employee's residence. The use of leave time must be reported to the employee's supervisor and recorded on the employee's time sheet or time card. Immediate family includes parent, step-parent, child, step-child, spouse, domestic partner, brother, step-brother, sister, step-sister, mother-in-law, and father-in-law. One day of funeral leave is provided for the employee's grandparents, step-grandparents, grandchild, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, and legal guardian.

An employee who is requested to officiate as a minister, pallbearer, usher or musician at a funeral may be allowed a leave with pay not to exceed one-half (1/2) working day per death with the approval of his/her supervisor, not to exceed two (2) occurrences per year. Fees received

from services provided to assist at a funeral shall be given to the University in exchange for paid funeral leave.

An employee who would qualify for a funeral leave with pay who, at that time, is using paid time off for vacation leave, holiday, personal time, sick leave or other paid leave time will be granted funeral leave.

UNPAID ABSENCE

When an employee has no type of paid leave time available, but due to an emergency must be absent from work for up to three (3) days, unpaid time may be allowed on an individual basis. Each request for use of unpaid time must be approved in advance by the employee's supervisor and/or department head. As much advance notice as possible must be given, preferably at least 24 hours.

No unpaid absence may be taken unless the employee has exhausted all vacation leave and personal time.

LEAVE OF ABSENCE

A leave of absence without pay for justifiable reasons and for a reasonable length of time is available to an employee who has completed at least one year of continuous service. This one-year requirement is waived in the case of unpaid emergency leave.

An employee is required to submit a formal request for a leave of absence to his/her supervisor at least one (1) month, or as soon as possible, in advance of the beginning date. The request must state the type of leave, the length of leave, and the reason of leave. The supervisor and Associate Vice President for Human Resources must approve the request. Extensions beyond the original requested period of leave must be approved by the supervisor and the Associate Vice President for Human Resources.

An employee applying for a leave of absence without pay should determine his/her benefit status, i.e., accrued vacation leave, sick and personal time and retirement and health insurance status during leave of absence. An employee may be required to use accrued vacation leave and personal time during the leave. An employee on a leave of absence without pay will not receive pay for holidays falling within the period, nor will he/she accrue vacation, sick or personal time during the unpaid leave of absence period.

An employee on an approved leave of absence without pay may continue coverage of health insurance benefits for himself/herself and dependents if the employee requests continuation of coverage from the Human Resources Office and timely remits the full monthly premium required, i.e., the University's percentage plus the employee's percentage. An employee who is in a pay status less than 50% of the month is responsible for the full monthly health insurance premium.

An employee wishing to return to work from a leave of absence without pay must report to the Human Resources Office and request reinstatement. The employee may be reinstated to his/her

original job or to a comparable position, if such a position is available. Failure of the employee to return to work at the end of a leave of absence and/or seeking and accepting other employment without authorization constitutes an automatic resignation and subsequent loss of benefits.

FAMILY AND MEDICAL LEAVE ACT

Employer Coverage

The Family Medical Leave Act (29 U.S.C. § 2601 et seq.) (“FMLA”) applies to all public agencies, including state, local and federal employers, local education agencies (schools) and private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including joint employers and successors of covered employers.

Employee Eligibility

To be eligible for FMLA benefits (as set forth below) an employee must:

- Work for a covered employer;
- Have worked for the employer for a total of 12 months;
- Have worked at least 1,250 hours over the previous 12 months; and
- Work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

An employee returning from USERRA-covered service shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service in determining the employee’s eligibility for FMLA qualifying leave. In order to determine the number of hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations.

Leave Entitlement

Under FMLA the university must grant an eligible employee a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- For the birth and care of a newborn child of the employee;
- For placement with the employee of a son or daughter for adoption or foster care;
- To care for a spouse, son, daughter, or parent with a serious health condition; or
- To take medical leave when the employee is unable to work because of a serious health condition;

Spouses employed by the same employer are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 workweeks (or 26 workweeks if leave to care for a covered servicemember with a serious injury or illness is also used). Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently – taking leave in separate blocks of time for a single qualifying reason – or on a reduced leave schedule – reducing the employee’s usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the university’s operations. If FMLA leave is for birth and care, or placement for adoption or foster care, use of intermittent leave is subject to the approval of the university.

An employee may use accrued vacation, accumulated sick time and unused personal time concurrent with FMLA leave. An employee on FMLA leave that is not running concurrent with a form of paid leave will not be compensated for any holidays during that unpaid leave, and will not accrue vacation leave, sick time or personal time during the unpaid leave.

Serious Health Condition

“Serious Health Condition” means an illness, injury, impairment or physical or mental condition that involves either:

- Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e. inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider, which includes:
 - A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
 - Treatment two or more times by or under the supervision of a health care provider (i.e. in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or
 - One treatment by a health care provider (i.e. an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment (e.g. prescription medication, physical therapy); or
 - Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
 - Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
 - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or

- Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

Maintenance of Health Benefits

The university is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. Health insurance for an employee's dependents will continue during FMLA leave if the employee timely remits his/her portion of the monthly premiums for said dependents. If an employee fails to return to work after taking FMLA leave then said employee may be required to repay the health insurance premiums paid by the university on his/her behalf (as well as any portion of the health insurance premiums paid by the university on behalf of the employee's dependents), in accordance with the Family and Medical Leave Act.

Job Restoration

An employee taking FMLA leave shall immediately report to the Human Resources Office upon his/her return to work. Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave. The university, in its discretion, may consider an employee's failure to return to work after FMLA leave to constitute an automatic resignation of the employee's position.

Notice and Certification

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances employees must comply with the university's usual and customary notice and procedural requirements for requesting leave.

The university may require that an employee's request for leave due to a serious health condition affecting the employee or a covered family member be supported by a certification from a health care provider. The university may require second or third medical opinions (at the university's expense) and periodic recertification of a serious health condition. Employees returning from FMLA leave for their own serious health condition will be required to submit a certification that they are able to resume work.

Military Family Leave Entitlements

In addition to the grounds for leave entitlement set forth above, the FMLA also provides for military family leave entitlements for the following reasons:

- Because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status). Qualifying exigencies may include: short notice deployment; attending certain military events and related activities; attending to certain childcare and school related activities; making or updating financial and legal arrangements; counseling; spending time with a military member who is on short-term, temporary, Rest and Recuperation leave during the period of deployment; attending certain post-deployment activities; caring for a covered servicemember’s parent who is incapable of self-care and the covered or active duty or call to covered active duty status of the military member necessitates a change in the existing care arrangement for the parent, where those activities arise from the servicemembers active duty status; and any other event that the employee and the university agree is a qualifying exigency.
- To care for a covered servicemember with a serious injury or illness, for up to a total of 26 workweeks during a single 12 month period, if the employee is the spouse, son, daughter, parent, or next of kin of the covered servicemember..

A “covered servicemember” is either:

- A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. A “covered veteran” means an individual who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

A serious injury or illness is either:

- An injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
- In the case of a covered veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is: (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemembers office, grade, rank, or rating; or (ii) a physical or mental

condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related disability rating of 50 percent or greater, and such VASRD rating is based in, whole or in part, on the condition precipitating the need for military caregiver leave or (iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (iv) an injury, including a psychological injury, on the basis of which the covered veterans has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

The single 12-month period for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the University for other types of FMLA leave. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reasons during the 12-month period (only 12 of the 26 weeks total may be for a FMLA –qualifying reasons other than to care for a covered servicemember.) Military caregiver leave is available once per servicemember per serious injury or illness. However, if an employee takes FMLA leave to care for a current servicemember, they may be eligible for another 26 weeks of military caregiver leave, in a different 12-month period, to care for that same family member when he/she becomes a veteran, even if he/she continues to suffer from the same serious injury or illness. Additionally, they may be eligible for an additional 26 workweeks of leave in a different 12-month period for the same servicemember who suffers from a different serious injury or illness.

Other than the differences outlined above, military leave entitlements are subject to other provisions of the FMLA, such as the requirements governing Maintenance of Health Benefits, Job Restoration, and Notice and Certification, as all set forth above in this policy.

ILLINOIS VICTIMS' ECONOMIC SAFETY & SECURITY ACT (820 ILCS § 180/1)

Leave

Under the Illinois Victim's Economic Safety & Security Act the University shall provide up to twelve (12) weeks of unpaid leave during any twelve (12) month period to an employee who is a victim of domestic or sexual violence or has a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic or sexual violence may take unpaid leave from work to address domestic or sexual violence by:

- (i) seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
- (ii) obtaining services from a victim services organization for the employee or the employee's family or household member;

- (iii) obtaining psychological or other counseling for the employee or the employee's family or household member;
- (iv) participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or ensure economic security; or
- (v) seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

An employee is not entitled to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993 (29 U.S.C. § 2601 et seq.). The unpaid leave may be taken intermittently or on a reduced work schedule basis. The University shall have the right to require an employee taking leave to report periodically to the University on the status and intention of the employee to return to work.

An employee taking leave for his/herself or a family member under the Illinois Victims' Economic Safety and Security Act may use sick time according to the Sick Time policy.

Notice and Certification

The employee shall provide the University with at least forty-eight (48) hours advance notice of the employee's intention to take the leave, unless providing such notice is not practicable. For any employee taking leave, the employee shall provide certification to the University that: (i) the employee or the employee's family or household member is a victim of domestic or sexual violence; and (ii) the leave is for one of the purposes allowed for under the Illinois Victim's Economic Safety & Security Act. Such certification shall be provided within a reasonable period of the employee taking leave. An employee may satisfy the certification requirement by providing the University with a sworn statement of the employee; and upon obtaining such documents the employee shall provide:

- (A) 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 or sexual violence and the effects of the violence;
- (B) a police or court record; or
- (C) other corroborating evidence.

All information provided to the University, including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee has requested or obtained leave shall be retained in the strictest confidence by the University, except to the

extent that disclosure is requested or consented to in writing by the employee; or otherwise required by applicable federal or State law.

Employment and Benefits

Any employee who takes leave under this policy shall, upon return from leave: (i) be restored to the position of employment held by the employee when the leave commenced; or (ii) be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. However, an employee shall not be entitled to: (i) the accrual of any seniority or employment benefits during any period of leave; or (ii) any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

The taking of leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. During any period that an employee takes leave the University shall maintain coverage for the employee and any family or household member under any group health plan for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The University may recover the premium that the employer paid for maintaining coverage for the employee and the employee's family or household member under such group health plan during any period of leave if: (i) the employee fails to return from leave after the period of leave to which the employee is entitled has expired; and (ii) the employee fails to return to work for a reason other than: (a) the continuation, recurrence, or onset of domestic or sexual violence that entitles the employee to leave; or (b) other circumstances beyond the control of the employee. If an employee claims that he/she is unable to return to work because of one of the aforementioned reasons the University may require employee to provide certification of that reason.

Reasonable Accommodation

A reasonable accommodation will be made for a qualified employee when there are limitations resulting from circumstances that relate to being a victim of domestic or sexual violence or a family or household member being a victim of domestic or sexual violence. A reasonable accommodation will be made in a timely fashion. Any exigent circumstances or danger facing the employee or his/her family or household member shall be considered in determining whether the accommodation is reasonable. However, a reasonable accommodation will not be provided if the University determines that the accommodation would impose an undue hardship on the operation of the University.

CHILDBEARING AND CHILDREARING LEAVE

Pregnancy

The University shall not discriminate or retaliate against a job applicant or employee affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth. The University shall provide a reasonable accommodation for a job applicant or employee affected

by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth, unless the University can demonstrate that the accommodation would impose an undue hardship on the ordinary operation of the business of the University.

In the event a job applicant or employee requests a reasonable accommodation, then the University may request documentation from the individual's health care provider concerning the need for the requested reasonable accommodation or accommodations. The University will require: (a) the medical justification for the requested accommodation or accommodations; (b) a description of the reasonable accommodation or accommodations medically advisable; (c) the date the reasonable accommodation or accommodations became medically advisable; and (d) the probable duration of the reasonable accommodation or accommodations. It is the duty of the individual seeking a reasonable accommodation or accommodations to submit to the University any documentation that is requested.

For purposes of this section, "reasonable accommodations" means reasonable modifications or adjustments to the job application process or work environment, or to the manner or circumstances under which the position desired or held is customarily performed, that enable an applicant or employee affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth to be considered for the position the applicant desires or to perform the essential functions of that position, and may include, but is not limited to: more frequent or longer bathroom breaks, breaks for increased water intake, and breaks for periodic rest; private non-bathroom space for expressing breast milk and breastfeeding; seating; assistance with manual labor; light duty; temporary transfer to a less strenuous or hazardous position; the provision of an accessible worksite; acquisition or modification of equipment; job restructuring; a part-time or modified work schedule; appropriate adjustment or modifications of examinations, training materials, or policies; reassignment to a vacant position; time off to recover from conditions related to childbirth; and leave necessitated by pregnancy, childbirth, or medical or common conditions resulting from pregnancy or childbirth.

The University will not require a job applicant or employee, affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth to accept an accommodation when the applicant or employee did not request an accommodation and the applicant or employee chooses not to accept the University's accommodation.

The University will not require an employee to take leave under any leave law or policy of the University if another reasonable accommodation can be provided to the known medical or common conditions related to the pregnancy or childbirth of an employee. The University shall not fail or refuse to reinstate the employee affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other applicable service credits upon her signifying her intent to return or when her need for reasonable accommodation ceases, unless the University can demonstrate that the accommodation would impose an undue hardship on the ordinary operation of the business of the employer.

Childbearing Leave:

Each employee may use a combination of accrued sick leave time and short term disability due to the birth of a child. Accrued sick time may be used during the first 30 calendar days followed by two to four weeks short term disability pay at 70%. Disability length is determined by medical necessity. An employee may request to use available vacation leave time and/or personal time once she is medically released to return to work.

Childrearing Leave:

A staff member who is a parent of a child newly placed for adoption or a male staff member with a newborn child may request to use accrued sick leave time up to and including five days for the purpose of childrearing. An employee may request to use available vacation leave time and/or personal time after the childrearing leave.

Health care benefits, life insurance, short term disability, and long-term disability insurance will be continued during the childbearing, combined childbearing/childrearing, or childrearing leave at University expense. The staff member will continue to be responsible for her/his own premium share of the health insurance. TIAA-CREF payments will be continued based on the amount of salary paid to the staff member as specified in the summary plan description.

Multiple births/adoptions count as one event.

A request for a childbearing or childrearing leave should be made in advance to the staff member's supervisor. As much advance notice as possible should be given.

Staff members also have the option to request a leave under the Family and Medical Leave Act (FMLA). FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights. Any staff member anticipating the need for a family or medical leave should consult with the Assistant Director of Human Resources.

ILLINOIS NURSING MOTHERS IN THE WORKPLACE ACT (820 ILCS § 260/1)

Under the Illinois Nursing Mothers in the Workplace Act the University, as an employer of more than five (5) employees, shall provide reasonable unpaid break time each day to an employee who needs to express breast milk for her infant child. The break time must, if possible, run concurrently with any break time already provided to the employee. However, the University is not required to provide break time if doing so would unduly disrupt the University's operations. For any employee who needs to express breast milk for her infant child, the University shall make reasonable efforts to provide a room or other location, in close proximity to the employee's work area, other than a toilet stall, where an employee can express her milk in privacy.

ILLINOIS FAMILY MILITARY LEAVE ACT (820 ILCS § 151/1)

Under the Illinois Family Military Leave Act the University shall provide up to thirty (30) days of unpaid family military leave to an employee during the time Federal or State deployment orders are in effect. The number of days of leave available to an employee under the IFMLA shall be reduced by the number of days of leave provided to the employee under the Family and

Medical Leave Act of 1993 (29 U.S.C. § 2612(a)(1)(E)) because of any qualifying exigency arising out of the fact that the employee's spouse or child is on covered active duty as defined in that act (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

To be eligible for such leave, an employee must have worked for the University for at least twelve (12) months, and has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee may use accrued vacation, accumulated sick time and unused personal time concurrent with Illinois Family Military Leave. The employee shall give at least 14 days notice of the intended date upon which the family military leave will commence if leave will consist of five (5) or more consecutive workdays. Where able, the employee shall consult with the University to schedule the leave so as to not unduly disrupt the operations of the University. Employees taking military family leave for less than five (5) consecutive days shall give the University advanced notice as is practicable. The University will require certification from the proper military authority to verify the employee's eligibility for the family military leave requested.

Any employee who takes leave under this policy shall, upon return from leave, be entitled to be restored to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment. Taking such leave shall not result in the loss of any employee benefit accrued before the date on which the leave commenced. The University shall make it possible for an employee to continue their benefits at the employee's expense.

MILITARY LEAVE

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

Who is Covered

The Uniformed Services Employment and Reemployment Rights Act (USERRA) is administered by the Veterans' Employment and Training Service (VETS). USERRA applies to persons who perform duty, voluntarily or involuntarily, in the "uniformed services," which include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service commissioned corps, as well as the reserve components of each of these services. Federal training or service in the Army National Guard and Air National Guard also gives rise to rights under USERRA. In addition, under the Public Health Security and Bioterrorism Response Act of 2002, certain disaster response work (and authorized training for such work) is considered "service in the uniformed services."

Uniformed service includes active duty, active duty for training, inactive duty training (such as drills), initial active duty training, and funeral honors duty performed by National Guard and reserve members, as well as the period for which a person is absent from a position of employment for the purpose of an examination to determine fitness to perform any such duty. USERRA covers nearly all employees, including part-time employees. USERRA applies to virtually all U.S. employers, regardless of size.

Basic Provisions and Requirements

USERRA prohibits employment discrimination against a person on the basis of past military service, current military obligations, or intent to serve. The University will not deny initial employment, reemployment, retention in employment, promotion, or any benefit of employment to a person on the basis of a past, present, or future service obligation. In addition, the University must not retaliate against a person because of an action taken to enforce or exercise any USERRA right or for assisting in an USERRA investigation.

Pursuant to USERRA, the University must reemploy servicemembers returning from a period of service in the uniformed services if those servicemembers meet five criteria:

- The person must have been absent from a civilian job on account of service in the uniformed services;
- The person must have given advance notice to the employer that he/she was leaving the job for service in the uniformed services, unless such notice was precluded by military necessity or otherwise impossible or unreasonable;
- The cumulative period of military service with that employer must not have exceeded five years;
- The person must not have been released from service under dishonorable or other punitive conditions; and
- The person must have reported back to the civilian job in a timely manner or have submitted a timely application for reemployment, unless timely reporting back or application was impossible or unreasonable.

USERRA establishes a five-year cumulative total of military service with a single employer, with certain exceptions allowed for situations such as call-ups during emergencies, reserve drills, and annually scheduled active duty for training. USERRA also allows an employee to complete an initial period of active duty that exceeds five years.

Employee Rights

USERRA provides that returning servicemembers are to be reemployed in the job that they would have attained had they not been absent for military service, (the "escalator" principle), with the same seniority, status and pay, as well as other rights and benefits determined by seniority. USERRA also requires that reasonable efforts (such as training or retraining) be made to enable returning servicemembers to qualify for reemployment. If the servicemember cannot qualify for the "escalator" position, he/she must be reemployed, if qualified, in any other position that is the nearest approximation to the escalator position and then to the pre-service position. USERRA also provides that while an individual is performing military service, he/she is deemed to be on a furlough or leave of absence and is entitled to the non-seniority rights accorded other similarly-situated individuals on non-military leaves of absence. The time limits for returning to work are as follows:

- **Less than 31 days service:** By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible.

- **31 to 180 days:** The employee must apply for reemployment no later than 14 days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
- **181 days or more:** The employee must apply for reemployment no later than 90 days after completion of military service.
- **Service-connected injury or illness:** Reporting or application deadlines are extended for up to two years for persons who are hospitalized or convalescing.

Health and pension plan coverage for servicemembers is also addressed by USERRA. Individuals performing military duty of more than 30 days may elect to continue University sponsored health care for up to 24 months. For military service of less than 31 days, health care coverage is provided as if the servicemember had remained employed. USERRA pension protections apply to defined benefit plans and defined contribution plans as well as plans provided under federal or state laws governing pension benefits for employees. For purposes of pension plan participation, vesting, and accrual of benefits, USERRA treats military service as continuous service with the employer. Upon reemployment, the employee has the right not to be discharged for a period of up to one-year provided the employee meets the requirements set forth in USERRA.

Request for Documentation

For an employee absent 31 or more days by reason of military service, the University may request that said employee provide documentation showing: (i) that their application for reemployment is timely; (ii) that they have not exceeded the five year service limitation; and (iii) that they were not separated from service under disqualifying conditions.

VOLUNTEER EMERGENCY WORKER JOB PROTECTION ACT (50 ILCS § 748/1)

An employee who is a “Volunteer Emergency Worker” under the Volunteer Emergency Worker Job Protection Act, shall not be disciplined or terminated by the University because the employee, when acting as a volunteer emergency worker, is absent from or late to his/her employment in order to respond to an emergency prior to the time the employee is to report to his/her place of employment. An employee who is a volunteer emergency worker and who may be absent from or late to his/her employment in order to respond to an emergency in the course of performing his/her duties as a volunteer emergency worker must make a reasonable effort to notify the University that he/she may be absent or late. In any instance where an employee is absent from or late to work due to performing his/her duties as a volunteer emergency worker, that employee shall provide the University with a written statement from the supervisor or acting supervisor of the volunteer fire department or governmental entity that the volunteer emergency worker serves stating that the employee responded to an emergency and stating the time and date of the emergency. In the event that employee is absent from or late to work due to performing his/her duties as a volunteer emergency worker, then the University shall charge, against the employee's regular pay, any time that an employee who is a volunteer emergency worker loses from employment because of the employee's response to an emergency in the course of

performing his/her duties as a volunteer emergency worker. Time not worked may be taken as vacation leave, personal time, or rescheduled with the approval of the supervisor.

EMPLOYEE BLOOD DONATION LEAVE ACT (820 ILCS §149/1)

Under the Illinois Employee Blood Donation Leave Act the University shall provide one (1) hour of paid leave every fifty-six (56) days, to a participating employee for purposes of donating blood in accordance with appropriate medical standards established by the American Red Cross, America's Blood Centers, the American Association of Blood Banks, or other nationally recognized standards.

In order to be eligible for such paid leave, employee must have been employed by the University for a period of six (6) months or more. An employee shall be entitled to take paid leave after receiving approval from his/her supervisor. The University, in its discretion, may request that the participating employee provide a written statement from the blood bank confirming the donation.

In the event employee takes such paid leave, but is unable to donate blood as determined by the blood bank, then in that event, employee shall retain the one-hour of paid leave for that fifty-six (56) day period, to be used at a future date. The employee may be asked to provide documentation from the blood bank that (s)he was not eligible to donate blood at that time. In such circumstances, a participating employee will not be required to use accumulated or future sick or vacation leave for the period used to donate or attempt to donate blood.

JURY DUTY

An employee who is called for jury duty or subpoenaed for witness service will receive full pay, provided the employee gives the University his/her jury pay or witness fee and reports for work on any full or partial day during which the employee is released from jury duty. The period of time that an employee is absent for jury duty or witness duty will not be deducted from the employee's vacation leave allowance or personal time, unless he or she chooses to use vacation leave or personal time to offset the time. If vacation leave or personal time is used, the jury pay or witness fee received will not be given to the University.

The employee is responsible for notifying his/her supervisor of the impending jury duty immediately upon receipt of notice to serve. Sufficient notice will allow the supervisor to reschedule work assignments in the department or to request a postponement of or an excuse from jury duty, depending upon the workload in the department.

If an individual is suing a private party or being sued by a private party, it is considered a personal matter. If an employee is subpoenaed as a witness for a personal matter, it is considered a civic duty and this policy applies.

VOTING

Any employee entitled to vote at a general or special election or at any election at which propositions are submitted to a popular vote in this State, shall, on the day of such election, be entitled to absent himself/herself from work which he is then engaged or employed, for a period

of 2 hours between the time of opening and closing the polls; and such employee shall not because of so absents himself/herself be liable to any penalty; provided, however, that application for such leave of absence shall be made by employee to the University prior to the day of election. The University may specify the hours during which said employee may absent himself/herself as aforesaid, except that the University shall permit a 2-hour absence during working hours if the employee's working hours begin less than 2 hours after the opening of the polls and end less than 2 hours before the closing of the polls.

ILLINOIS SCHOOL VISITATION RIGHTS ACT (820 ILCS § 147/1)

Under the Illinois School Visitation Rights Act the University grants employees, who have been employed by the University for a period of six (6) months or more, leave of up to a total of eight (8) hours during any school year, and no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child if the conference or classroom activities cannot be scheduled during non-work hours. However, no such leave may be taken by an employee unless the employee has exhausted all accrued vacation leave, personal time, and any other leave that may be granted to the employee except sick leave and disability leave. Before arranging attendance at the conference or activity, the employee shall provide the University with a written request for leave at least seven (7) days in advance of the time the employee is requesting to utilize the leave. In emergency situations, no more than 24 hours notice shall be required. Any employee seeking to utilize such leave shall consult with the University to schedule the leave so as not to disrupt unduly the operations of the University. In any instance where an employee takes leave under this policy, that employee shall provide the University with a written documentation of the school visitation, including the time and date the visitation occurred and ended.

An employee who utilizes or seeks to utilize the rights afforded by this policy may choose the opportunity to make up the time so taken on a different day or shift as directed by the University. An employee who exercises his rights under this policy shall not be required to make up the time taken, but if such employee does not make up the time taken, such employee shall not be compensated for the time taken. An employee who does make up the time taken shall be paid at the same rate as paid for normal working time. The University shall make a good faith effort to permit an employee to make up the time taken. If no reasonable opportunity exists for the employee to make up the time taken, the employee shall not be paid for the time. A reasonable opportunity to make up the time taken does not include the scheduling of make-up time in a manner that would require the payment of wages on an overtime basis.

INSURANCE PLANS

The various insurance benefits described below in summary form are not in the nature of contractual commitments, but exist by virtue of University Policy, which is subject to change upon notice at the discretion of the Board of Trustees. A full-time and part-time employee who is regularly scheduled to work 30 or more hours per week for at least 9 months per year is eligible for group medical/dental insurance, group short term disability insurance, group long term disability, group life insurance, group personal accident insurance (if desired) on the first day of employment. Summary Plan Descriptions (SPDs) and enrollment information may be obtained in the Human Resources Office.

Group Medical and Dental Insurance Plan

The University provides all full-time employees and part-time employees who are regularly scheduled to work 30 or more hours per week for at least 9 months per year and their dependents with a choice of group medical insurance plans. The coverage under each of the plans reflects the University's commitment to provide employees with access to high-quality health care at a cost that is affordable to the employee and the University. The plans are self-insured plans and the University seeks the participation of all employees in helping to control costs. The University pays a portion of the cost for employee coverage and a portion of the cost for dependent coverage; employees must pay their portion of the cost through monthly payroll deductions.

“Dependent” means:

- (1) An employee's spouse or domestic partner.
- (2) An employee's natural blood related child, step-child, legally adopted child or child placed with the employee for adoption, foster child or child for which the employee has legal guardianship whose age is less than the limiting age.

The limiting age for each dependent child is the end of the month he/she attains the age of 26 years. The child is covered to the limiting age regardless if the child is: (a) married; (b) a tax dependent; (c) a student; (d) employed; or (e) residing with or receives financial support from the employee.

- (3) An employee's dependent child who reaches the limiting age and is totally disabled, incapable of self-sustaining employment by reason of mental or physical handicap, and primarily dependent upon the employee for support and maintenance and unmarried. An administrator may require, at reasonable intervals, following the dependent's reaching the limiting age, subsequent proof of the child's total disability and dependency.

If both spouses are eligible as employees, only one may carry dependent coverage. Any person eligible under the group medical and dental insurance plan may be covered as an employee or as a dependent, but not as both.

For information regarding coverage during active military duty and as a military reservists, refer to the Military Leave policy and/or SPD.

Active employees aged 65 and over and spouses of such employees who are also aged 65 and over may purchase Medicare Part B as supplemental coverage. The University's plan continues to provide primary coverage.

Retiree Health

The University provides a Defined Contribution Plan which consists of individual accounts that are credited with annual employer contributions. In addition, eligible retirees have access to several insurance coverage options. During retirement, retirees may use the funds in their accounts to pay for health insurance premiums and for qualified medical expenses not covered by insurance.

To be eligible to participate in the retiree health program, an eligible employee must be at least 55 years of age and have at least ten years of continuous service at the time of his/her retirement from the University. For the purposes of the Retiree Medical Program, an eligible employee is a “regular full-time employee,” which is defined as an employee who is regularly scheduled to work at least 30 hours per week at least nine months each year.

The University will credit a total of \$1500 per year for up to 20 years of continuous service earned after the age of 45 into an individual account, which is part of the Emeriti Retiree Health Plan. The funds are invested in the investment option(s) selected by the employee and are credited with investment earnings and losses. The investment earnings are not subject to income taxes under current law.

During retirement, a retiree may use the funds in his/her account to pay for qualified medical expenses, including premiums for health insurance coverage, copays and deductibles. Distributions for this purpose currently are not subject to income taxes.

The health insurance coverage options available for Defined Contribution Plan participants and their eligible dependents vary depending upon whether an individual is eligible for Medicare. Prior to becoming eligible for Medicare, a participant, upon his/her retirement at or after age 55 with at least ten years of continuous service, may elect to continue participating in the active employee medical and dental options in which he/she is then enrolled. Changes between available coverage options may be made as part of the annual open enrollment process.

Once a retiree becomes eligible for Medicare, one or more insurance options providing Medicare supplemental coverage are available to those age 65 or older through the Emeriti Plan. Many insurers offer similar coverage through Medicare supplemental policies.

An eligible employee may retire from his/her employment with the University and receive benefits under the Defined Contribution Plan if he/she is age 55 or older and has at least ten years of continuous service as of the employee’s retirement date. Employer contributions and earnings to an employee’s accounts thereon are forfeited if an employee’s employment with the University ends before the employee has completed at least ten years of continuous service and attained age 55. An SPD describing the plan in detail may be obtained from the Human Resources Office.

Special Circumstances for Employees who were age 45 prior to August 1, 2013

Effective August 1, 2009, two accounts were established under the Defined Contribution Plan for each regular full-time employee age 45 or older. A regular full-time employee who was not 45 as of August 1, 2009, will have accounts established for him/her the month the employee turns age 45 (or the date the employee becomes a regular full-time employee due to his/her hire or change in employment status at or after age 45).

One account is funded and one account is notional (unfunded). The University will credit a total of \$1500 per year to these two accounts for up to 20 years of continuous service earned after the age of 45. In addition, eligible employees received notional account credit for service earned

prior to August 1, 2009, for each year of continuous service after reaching age 45 (subject to the 20 years of continuous service maximum).

Special Rules for Eligible Employees Hired Between August 1, 2007, and July 31, 2009

If an individual was hired as a regular full-time employee between August 1, 2007, and July 31, 2009, the University contributed \$1500 per year during this period to a funded account established for him/her under the Defined Contribution Plan. Contributions made to an employee account during this period are considered in applying the 20 years of contributions maximum described above.

The funded account, part of the University's Emeriti Retiree Health Plan, is invested in the investment option(s) selected by the employee and is credited with investment earnings and losses. The notional account is maintained in the University's Notional Account Health Reimbursement Arrangement Plan administered by Benefit Planning Consultants and is credited with interest annually. The current interest crediting rate for notional accounts is 6.25 percent compounded annually. Investment earnings and interest credited are not subject to income taxes under current law.

Group Life Insurance

The University makes available group life and accidental death and dismemberment insurance to each employee who is regularly scheduled to work 30 or more hours per week, without cost to the individual. An employee is eligible for this insurance benefit on the date of hire with the University. The amount of insurance in force for an employee is twice basic annual wage through the fiscal year in which age sixty-five (65) is attained. From age sixty-five (65) through age sixty-nine (69), an active full-time employee will be provided life insurance equal to 1.34 times the basic annual wage. From age seventy (70) to retirement or death, the benefit is reduced to an amount equal to the basic annual wage. The accidental death and dismemberment component of the coverage provides an additional death benefit equal to the group life benefit.

Group Disability Insurance

Sickness and accident benefits, for which the University pays the full premium, are provided to all employees who are regularly scheduled to work 30 or more hours per week during the academic year. An employee is eligible for short term disability and long term disability insurance on the date of hire.

The short-term total disability program starts from the 31st day after the onset of the disability, and provides monthly income for a period up to five (5) additional months amounting to seventy percent (70%) of the current wage.

The long-term total disability program starts at six (6) months after the onset of the disability and extends to at least age sixty-five (65) (or longer depending upon the age at the onset of the disability) for sickness and accident. The maximum amount per month is \$12,000. The amount of the benefit is sixty percent (60%) of the wage at the time disability occurs, increased annually by three percent (3%) for the duration of the disability. This benefit includes any income payable from Social Security (including benefits for dependents), worker's compensation, and any disability benefits payable under any retirement or insurance plan of Illinois Wesleyan

University. However, in no event will the benefit from the disability program be less than one hundred dollars (\$100) per month.

According to the long term disability policy, if an employee is able to work while disabled, he/she may still be eligible to receive a disability benefit. An employee may qualify as disabled according to the LTD policy if one of the following applies:

- Employee cannot perform the majority of the substantial and material duties of his/her own occupation.
- Employee is performing the duties of his/her own occupation on a modified basis and loses at least 20% of the income the employee earned before becoming disabled. This applies even if employee is getting paid from sick leave, vacation leave or personal time for the time off work related to the disability.
- Employee is performing the duties of any other occupation and loses at least 20% of the income the employee earned before becoming disabled. This applies even if employee is getting paid from sick leave, vacation leave or personal time for the time off work related to the disability.

An employee whose long term disability claim is accepted will receive payment for accrued but unused vacation leave and personal time on or near the day that the long term disability benefit payments begin, except for employees with approved long term disability claims that run concurrently with workers' compensation claims.

Paid leave time benefits do not accrue while on this leave.

Group Personal Accident Insurance

Any employee who is regularly scheduled to work 30 hours per week for 9 months per year is eligible to secure additional accidental death, dismemberment and total disability insurance by participating in the Group Accidental Death, Dismemberment and Disability Insurance Program. An employee may enroll as an individual, as a family, or with children only. Details of amounts of coverage are available in the Human Resources Office. Payment is by payroll deduction.

FLEXIBLE SPENDING ACCOUNTS

The University offers a flexible spending account program based on Section 125 of the Internal Revenue Code. This plan allows employees who work at least 17 ½ hours per week for at least 9 months per year to establish flexible spending accounts to pay for eligible expenses on a before-tax basis. This results in a savings to the employee through reduced taxes. Employees may establish flexible spending accounts to pay for the following expenses: group medical insurance premiums, unreimbursed medical expenses and dependent care expenses. Full details on the plan are available from the Human Resources Office.

WORKERS' COMPENSATION

All employees are covered by the Illinois Workers' Compensation Act and the Illinois Workers' Occupational Diseases Act. As a University employee, you may be eligible to receive workers'

compensation benefits if you incur a job-related injury or illness. These benefits may include medical benefits and, if you are unable to work, income maintenance benefits.

All accidents, injuries and work illnesses, no matter how minor, sustained or incurred by an employee in the course of employment shall be immediately reported to the employee's supervisor, and within twenty-four (24) hours thereafter to the Human Resources Office. A delay of more than forty-five (45) days in reporting a job-related injury may preclude an employee from receiving benefits and/or compensation under the Worker's Compensation Act. Failure to report a job-related injury or illness shall result in disciplinary action up to and including dismissal.

Upon the occurrence of a job-related injury or illness, the employee is encouraged to report to University Health Services. The employee's first three (3) days away from work will not be compensated unless the employee uses available paid leave time. The insurance carrier compensates the employee for those first three (3) days once the employee has been away from work fourteen (14) calendar days. Should this occur, the University credits the employee for the three (3) paid leave days used and the related compensation is then returned to the University.

Time away from work to attend appointments related to a job-related injury or illness will not be deducted from the employee's sick time, personal time or vacation time. An employee will not be allowed to return to work following a job-related injury or illness until the employee provides the University with a physician's release.

The University shall not harass, discharge, refuse to rehire, or in any way discriminate against an employee for exercising his/her rights under the Workers' Compensation or Occupational Diseases Acts.

UNEMPLOYMENT COMPENSATION

Former employees of the University are eligible to file for unemployment compensation benefits. This program is administered by the State of Illinois Department of Employment Security Division of Unemployment Compensation. Former employees who believe they are eligible for such benefits should file a claim with this agency. There is no direct cost to the employee for this benefit, but the University must reimburse the State for the cost of the benefits paid to former employees.

A person filing a claim must be available for and actively seeking other full-time employment to be eligible for these benefits. Benefit amounts are established by law and are based on the level of earnings and the number of dependents.

SOCIAL SECURITY

The University and the employee contribute equally to the cost of Social Security benefits. The deduction from the paycheck and the amount contributed by the University are deposited to the credit of the employee with the Federal government according to Federal regulations. In addition to providing retirement benefits for the individual, Social Security also provides dependent benefits, death benefits, and disability benefits. The Medicare Plan provides hospitalization and

other medical benefits for retired persons age 65 or older. More detailed information may be obtained from the Social Security Office.

RETIREMENT PLAN

Retirement can be a wonderful time of life for those who plan for it. Because the future depends a great deal on what is done now, it is important to begin planning for retirement as early as possible.

The University has established a retirement plan for its employees with the Teachers Insurance and Annuity Association (TIAA), which also includes the opportunity to participate in the related mutual investment fund known as CREF (College Retirement Equities Fund).

Eligible employees are those who are regularly scheduled to work 1000 hours per year. They may begin participating in this retirement plan on a voluntary basis on or after the first day of the month after completing two (2) years of service at the University without break in service. All eligible employees are required to begin participation in this retirement plan no later than the first day of the month after completing five years of service at the University without a break in service. Participation begins after the employee enrolls in the plan.

The University will make matching contributions to the plan for employees who have at least two, but less than five years of service. The University will make employer contributions to the plan for employees with at least five years of service. Please see the Summary Plan Description for the Illinois Wesleyan University 403(b) Retirement Plan for eligibility and contribution amounts.

Contributions under this retirement plan for all eligible nonexempt employees will be made on a biweekly basis during years of participation, except for pay periods in which no wage is paid. Plan contributions for a participant will commence each year when the University has determined that the participant has met or will meet the requirements for a year of participation. Any part of a year's plan contributions not contributed prior to such determination will be included in contributions made for that year after such determination except for months in which no wage was paid.

Plan contributions by participants will be deducted from wage payments (or, if elected by the participant, will be made on a tax-deferred basis under an agreement for wage reduction executed in accordance with Section 403(b) of the Internal Revenue Code).

Plan contributions are forwarded to TIAA-CREF to be applied as premiums on regular retirement annuity contracts owned by the participant and may be allocated between TIAA and CREF accounts. Allocations may be changed by calling TIAA-CREF at 1-800-842-2252. Further information regarding the retirement plan is available at the Human Resources Office.

A former employee who is re-employed by the University who satisfied the service requirement before termination of employment will begin participation in the retirement plan immediately after reemployment provided he/she is an eligible employee.

GROUP SUPPLEMENTAL RETIREMENT ANNUITIES PLAN

An additional opportunity to save for retirement is available immediately upon hire to all employees on a before- and after-tax basis through the group supplemental retirement annuities (GSRA) plan. The plan is a voluntary, supplemental means of enhancing retirement income. Participation may begin immediately. No waiting period applies.

Employees may make contributions from income to a GSRA plan with either TIAA or CREF within limits established by the Internal Revenue Service. Arrangements are made with the Human Resources Office.

Further information regarding the group supplemental retirement annuity plan is available at the Human Resources Office.

VOLUNTARY PHASED RETIREMENT PROGRAM FOR STAFF

Regular full-time staff members who are age 55 or older and have at least 15 years of continuous service are eligible to participate in the Voluntary Phased Retirement Program for Staff. The Phased Program benefits consist of the following:

Reduced Work Schedule for Six Months

A staff member will continue to work 50% of the time at 70% pay for six months. The 50% work time is calculated based on the staff member's regularly scheduled hours of work. The 70% of pay is calculated based on the staff member's regular rate of pay. During the reduced work period, the staff member will continue to be eligible for health insurance coverage, life insurance coverage, 403(b) Retirement Plan contributions, and short-term and long-term disability coverage based on the 70% pay level.

Retiree Healthcare Account Contributions

IWU will contribute \$7,500 to the staff member's Emeriti Retiree Healthcare Grant Trust account. This contribution and earnings thereon may be used by the staff member to pay for future health insurance premiums.

Retiree Health Insurance Coverage

The staff member will be eligible for retiree health insurance coverage under the Defined Contribution Plan component of the IWU Retiree Health Benefits Program, subject to the terms of that plan. Currently, this means that, if under age 65, the staff member and his/her eligible dependents may enroll in one of the retiree coverage options offered to current under age 65 IWU retirees by Humana Health Plans and Health Alliance Medical Plans. At age 65 or older, the staff member and his/her eligible dependents may enroll in the Aetna Plans offered through the University's affiliation with Emeriti. These retiree health plans are access-only benefits. This means that IWU provides access but does not contribute toward the cost of the coverage.

To participate in the Phased Program, an eligible staff member must (a) submit to Human Resources a signed Program Agreement, (b) voluntarily retire as of the date specified in the agreement, and (c) continue performing his/her job duties until the retirement date selected and in accordance with the phased retirement schedule described in the Program Agreement. The Program Agreement is available from the Human Resources Office.

EDUCATIONAL ASSISTANCE – TUITION BENEFIT FOR NONEXEMPT STAFF

Tuition Benefit for Employees

Import Tuition Benefit – Attendance at Illinois Wesleyan University

Eligibility

Nonexempt staff who are assigned to work at least 30 hours per week for a minimum of nine months per year with at least one year of continuous service are eligible to attend Illinois Wesleyan University.

Benefit

Nonexempt staff may take courses at Illinois Wesleyan University without tuition charge.

Other Fees and Expenses

The tuition remission benefits described do not include funds for any fees or expenses other than tuition.

Process

Degree-seeking students must apply through the Admissions Office and meet admissions criteria. Nondegree-seeking students should contact the Registrar's Office to register for classes.

Integrating class schedule(s) with work expectations

If a course is taken during regular working hours, time spent in class must be made up in a manner acceptable to the supervisor by adjustments to the work schedule or by the use of vacation leave or personal time. In addition, an employee will forego the rest period for the half day in which class occurs in order to minimize time away from his/her work station. No preparation for class or homework will be permitted during working hours. If an employee terminates employment during a semester, he/she will be dropped from the class in which enrolled.

An employee who is taking a class must recognize his/her primary responsibility is that of employee. In rare cases work commitments could preclude class attendance. Supervisors shall endeavor to find acceptable means of coping with office coverage problems, etc., but employees must recognize that the work of the office must not be disrupted in an unacceptable manner.

If several employees in an office or area wish to participate in this educational assistance program and the office or area cannot allow all to participate, an effort should be made to spread the opportunity evenly over a period of several semesters.

Council of Independent Colleges Tuition Exchange Program

Illinois Wesleyan University participates in the Council of Independent Colleges Tuition Exchange Program (CIC-TEP). The CIC-TEP is a network of over 425 colleges and universities willing to accept you, as a full-time employee, as a student at a CIC-TEP institution. The CIC-TEP benefit provides tuition-free enrollment.

Eligibility

Nonexempt staff who are assigned to work at least 30 hours per week for a minimum of nine months per year are eligible for the CIC-TEP immediately upon hire.

Benefit

Nonexempt staff are eligible to apply for the CIC-TEP. CIC-TEP does not restrict the tuition benefit to full-time undergraduate studies. Some institutions may permit students who are full-time employees from another CIC-TEP institution to enroll in part-time or graduate programs.

If accepted into the CIC-TEP, you will receive a full tuition remission benefit but are responsible for all other expenses such as room and board. Your continued participation in the CIC-TEP is determined by the annual filing of the Tuition Exchange Program Student Application form. If you are in good standing, you will automatically be eligible for up to three years annual renewal of tuition for a total benefit of four years. The institution is not obligated to give the tuition remission benefit for summer programs.

A list of current participating institutions is available on the CIC web site at www.cic.edu.

The employee must meet all admissions requirements and apply for admission to the college or university in accordance with the institution's procedures. It is the admission criteria of these institutions that determine whether or not the employee is accepted as a student. If accepted for admission, the institution then determines whether the employee is accepted into the CIC-TEP.

As there is no guaranteed acceptance into this program, it is recommended that application is made to several institutions.

Process

Employees interested in this benefit must obtain a Tuition Exchange Program Student Application form at www.cic.edu or from the Human Resources Office. Once the application form is completed, it must be turned in to the Human Resources Office. Human Resources staff will forward the form to the institution(s) of interest.

Questions

For questions regarding eligibility and the tuition benefit, contact the Assistant Director of Human Resources.

Tuition Benefit for Legal Dependent Children

Definition of parent:

One of the following three conditions must be met to be considered a parent for the tuition benefit:

1. Biological parent if he/she has provided consistent financial support during the last two consecutive and continuous years.
2. Stepparent, adoptive parent or legal guardian if the legal dependent child has been claimed as an exemption on the tax return for the last two consecutive and continuous years.
3. Stepparent, adoptive parent or legal guardian if the legal dependent child has lived in the household over 50% of the time (excluding the time they were at college) in the last two consecutive and continuous years.

Additionally, the child must be less than age 25 as of January 1st of the academic year to receive any benefits for that academic year.

Import Tuition Benefit – Attendance at Illinois Wesleyan University Eligibility

Nonexempt staff who are assigned to work at least 30 hours per week for a minimum of nine months per year who have at least five years of continuous service are eligible for their legal dependent children to attend IWU.

Benefit

A full tuition remission benefit to attend Illinois Wesleyan University is available to legal dependent children. In order to receive this benefit, the legal dependent child must be admissible under Illinois Wesleyan University's admissions criteria.

The tuition remission benefit is for eight semesters or completion of a baccalaureate degree, whichever comes first. Part-time enrollment for a semester counts as one of the eight semesters of the tuition remission benefit available.

A legal dependent child who has already attained a baccalaureate degree is not eligible to receive any additional tuition benefit. A legal dependent child who has a baccalaureate degree may audit classes for no class credit on a part-time basis.

Study Abroad Consideration

For Illinois Wesleyan University study abroad programs (i.e., Barcelona and London), IWU will bill the legal dependent child for the amount beyond standard tuition. For affiliated study abroad programs (e.g., Arcadia University, Oxford College, Central College, etc.) IWU will apply 75% of the amount of IWU's tuition toward the direct tuition charges and bill the remaining tuition/program fees to the student.

Other Fees and Expenses

The tuition remission benefits described do not include funds for any fees or expenses other than tuition.

Process

To apply for the tuition remission benefit, employees must complete a Tuition Benefit Application from the Financial Aid Office. Financial Aid may also require employees to complete the Free Application for Federal Student Aid (FAFSA). Any federal or state grant will be applied toward the tuition benefit.

The University notifies eligible employees about the benefit annually. If a legal dependent child plans to attend classes in the fall semester, the application process should occur during the spring prior.

To apply for admission to Illinois Wesleyan University legal dependent children should contact the Admissions Office.

Council of Independent Colleges Tuition Exchange Program

Illinois Wesleyan University participates in the Council of Independent Colleges Tuition Exchange Program (CIC-TEP). The CIC-TEP is a network of over 425 colleges and universities willing to accept, tuition-free, legal dependent children from families of full-time employees at other CIC-TEP institutions. The CIC-TEP benefit provides tuition-free enrollment.

Eligibility

Nonexempt staff who are assigned to work at least 30 hours per week for a minimum of nine months per year are eligible for the CIC-TEP immediately upon hire.

Benefit

Legal dependent children are eligible to apply to the CIC-TEP. CIC-TEP does not restrict the tuition benefit to full-time undergraduate studies. Some institutions may permit students who are legal dependent children to enroll part-time. CIC-TEP limits eligibility for graduate program benefits to the employee, spouse and domestic partner.

If accepted into the CIC-TEP, legal dependent children receive a full tuition remission benefit but are responsible for all other expenses such as room and board. Continued participation by a legal dependent child in the CIC-TEP is determined by the annual filing of the Tuition Exchange

Program Student Application form. A legal dependent child in good standing is automatically eligible for up to three years annual renewal of tuition for undergraduate study for a total benefit of four years. The institution is not obligated to give the tuition remission benefit for summer programs.

A list of current participating institutions is available on the CIC web site at www.cic.edu. The legal dependent child applicant must meet all admissions requirements and apply for admission to the college or university in accordance with the institution's procedures. It is the admission criteria of these institutions that determine whether or not the legal dependent child is accepted as a student. If accepted for admission, the institution then determines whether the legal dependent child is accepted into the CIC-TEP.

As there is no guaranteed acceptance into this program, it is recommended that application is made to several institutions.

Process

Employees interested in this benefit must obtain a Tuition Exchange Program Student Application form at www.cic.edu or from Human Resources. Once the application form is completed, it must be turned in to Human Resources. Human Resources will forward the form to the institution(s) of interest.

Prior Part-Time Employment

Full-time employees who were previously part-time employees and who work a minimum of nine months of the year will be given employment credit towards the tuition benefit as follows:

<20 working hours per week = no time credit
20-29 working hours per week = 50% time credit
Those paid for 30 hours or more per week = 100% credit

Working less than 20 hours per week is considered a break in consecutive and continuous service.

Nonexempt to Exempt

In the case when a position changes from a nonexempt to exempt category, prior years of service will be considered for meeting eligibility under the Tuition Benefit – Exempt Staff policy. If the employee meets the eligibility for tuition benefits at the time of the change, the Tuition Benefit – Exempt Staff policy will become effective at the beginning of the next semester.

The University notifies eligible employees about the benefit annually. If a legal dependent child plans to attend classes in the fall semester, the application process should occur during the spring prior.

Death of Employee

If a nonexempt staff member, who after meeting program eligibility and service requirements, dies the dependent children who are currently receiving the tuition benefit will be eligible for full participation in the program. Dependent children who are not receiving the tuition benefit at the time of the nonexempt staff member's death will continue to be eligible for the tuition benefit to attend IWU and apply to the CIC-TEP.

Questions

For questions regarding eligibility and the tuition benefit contact the Assistant Director of Human Resources. Contact the Director of Financial Aid with other questions.

Tuition Benefit for Spouses and Domestic Partners

Import Tuition Benefit – Attendance at Illinois Wesleyan University

Eligibility

Nonexempt staff who are assigned to work at least 30 hours per week for a minimum of nine months per year who have at least five years of continuous service are eligible for their spouses and domestic partners to attend IWU.

Benefit

A full tuition remission benefit to attend Illinois Wesleyan University is available to spouses and domestic partners. In order to receive this benefit, the spouse or domestic partner must be admissible under Illinois Wesleyan University's admissions criteria.

The tuition remission benefit is for full- or part-time attendance or completion of a baccalaureate degree, whichever comes first.

A spouse or domestic partner who has already attained a baccalaureate degree may take one class for credit or audit one class per semester.

Other Fees and Expenses

The tuition remission benefits described do not include funds for any fees or expenses other than tuition.

Process

To apply for the tuition remission benefit, employees must complete a Tuition Benefit Application from the Financial Aid Office. Financial Aid may also require employees to complete the Free Application for Federal Student Aid (FAFSA). Any federal or state grant will be applied toward the tuition benefit.

The University notifies eligible employees about the benefit annually. If a spouse or domestic partner plans to attend classes in the fall semester, the application process should occur during the spring prior.

To apply for admission to Illinois Wesleyan University spouses or domestic partners should contact the Admissions Office.

Council of Independent Colleges Tuition Exchange Program

Illinois Wesleyan University participates in the Council of Independent Colleges Tuition Exchange Program (CIC-TEP). The CIC-TEP is a network of over 425 colleges and universities willing to accept, tuition-free, spouses or domestic partners of full-time employees at other CIC-TEP institutions. The CIC-TEP benefit provides tuition-free enrollment.

Eligibility

Nonexempt staff who are assigned to work at least 30 hours per week for a minimum of nine months per year are eligible for the CIC-TEP immediately upon hire.

Benefit

Spouses and domestic partners are eligible to apply to the CIC-TEP. CIC-TEP does not restrict the tuition benefit to full-time undergraduate studies. Some institutions may permit spouses and domestic partners to enroll in part-time or graduate programs.

If accepted into the CIC-TEP, spouses or domestic partners receive a full tuition remission benefit but are responsible for all other expenses such as room and board. Continued participation by a spouse or domestic partner in the CIC-TEP is determined by the annual filing of the Tuition Exchange Program Student Application form. A spouse or domestic partner in good standing is automatically eligible for up to three years annual renewal of tuition for undergraduate study for a total benefit of four years. The institution is not obligated to give the tuition remission benefit for summer programs.

A list of current participating institutions is available on the CIC web site at www.cic.edu.

The spouse or domestic partner must meet all admissions requirements and apply for admission to the college or university in accordance with the institution's procedures. It is the admission criteria of these institutions that determine whether or not the applicant is accepted as a student. If accepted for admission, the institution then determines whether the spouse or domestic partner is accepted into the CIC-TEP.

As there is no guaranteed acceptance into this program, it is recommended that application is made to several institutions.

Process

Employees interested in this benefit must obtain a Tuition Exchange Program Student Application form at www.cjc.edu or from Human Resources. Once the application form is completed, it must be turned in to Human Resources. Human Resources will forward the form to the institution(s) of interest.

Questions

For questions regarding eligibility and the tuition benefit, contact the Assistant Director of Human Resources.

OPTIONAL BENEFITS

EMPLOYEE ASSISTANCE SERVICES

A combination of services is available to employees and, in some cases, their family members as they experience problems in their personal lives or work lives. Employees and their family members are encouraged to take advantage of these services whenever a need arises. The services are explained in more detail in separately titled sections of this handbook.

Health Service

The professional staff is available for confidential discussion of health problems and to suggest additional sources of assistance, as appropriate.

Employee Assistance Program (EAP)

An EAP is provided to assist in the prevention, as well as the intervention, of personal difficulties resulting in an improved quality of life for employees and increased productivity for the University.

Wellness

Programs focus on diverse needs to provide opportunities for employees and their family members to improve their health and quality of life.

Group Medical Insurance Plan

Medical insurance coverage for various treatment services as may be appropriate to employee and family member needs are listed in the medical insurance booklet. The Human Resources Office is available to answer questions.

CASH MACHINE

Automated teller machines are available for the convenience of students, faculty and staff for cash withdrawals only. The machines are located in the Memorial Center and Shirk Center.

CHECK CASHING

An employee may cash checks of up to \$200 per day at the Business Office during regular office hours. It is possible that checks in excess of \$200 may be cashed if prior arrangements are made with the Business Office.

CHILDCARE FACILITY

Rogy's Learning Place, in cooperation with Advocate BroMenn Medical Center, Illinois State University and Illinois Wesleyan University, has a childcare facility on the corner of Main and Harris Streets in Normal.

The 13,000 square-foot facility accommodates 180 children ages six-weeks-old to 12-years-old and gives priority placement to the children of employees, faculty and staff of BroMenn, ISU, and IWU. The center is open Monday through Friday from 6 a.m. to 6 p.m. For more information, visit www.rogys.com.

EMPLOYEE ASSISTANCE PROGRAM

Policy

Illinois Wesleyan University has established and maintains an Employee Assistance Program (EAP) covering all employees who regularly work at least 17.5 hours per week and their immediate family members who reside in the same household. Illinois Wesleyan University has contracted with a professional EAP practitioner, Employee Services Inc. (ESI), to implement, administer, and maintain the program.

Purpose

Illinois Wesleyan University recognizes that the success of the institution depends largely on the capability, productivity and dependability of our employees.

The Employee Assistance Program is provided to assist in the prevention, as well as the intervention, of personal difficulties resulting in an improved quality of life for employees and increased productivity for the University.

Procedure

The program is available to eligible employees and their immediate family members twenty-four hours a day, seven days a week via a toll-free telephone number.

Voluntary Referral

Any eligible employee who wants help is encouraged to contact the program on a direct voluntary basis at 1-800-252-4555 or www.theeap.com.

Administrative Referral

Situations may occur which require a supervisor to seek assistance in addressing unacceptable job performance, and to help employees to recognize personal difficulties. Managers and supervisors must contact the Human Resources Office when an employee's job performance has reached the level of disciplinary action. A determination will be made by Human Resources whether to administratively refer the employee to the EAP program. The University may require

an employee to attend counseling during work hours as long as the employee is informed that the reason for the referral is constructive and not punitive. If this should occur, Human Resources will contact ESI in advance of the referral to arrange for appointment times during the employee's work schedule.

FOOD SERVICES

(See "Identification Card")The University maintains a contract with a food service organization for University wide food services.

- **Tommy's** – located in the Hansen Student Center is available for lunch and dinner
- **Hattie's** – located in the Hansen Student Center is available for snacks
- **Coffee Shoppe** – located in the Memorial Center is available for snacks
- **Bertholf Commons** – located in the Memorial Center is available for breakfast, lunch and dinner
- **Sub Connection Shop** – located in the Memorial Center is available for lunch and dinner
- **Cactus Café** – located in the Memorial Center is available for lunch and dinner
- **Passport** – located in the Memorial Center is available for lunch and dinner
- **Souper Salad** – located in the Memorial Center is available for lunch and dinner
- **1850 Room** (formerly Faculty/Staff Dining Room) – located in the Memorial Center is available for lunch
- **Grab n Go** – located in the Memorial Center is available for beverages, ice cream, sandwiches and salads to go. Open 9:00 a.m. – Midnight Monday through Thursday; 9:00 a.m. – 10:30 p.m. Friday and Saturday; and 2:00 p.m. – Midnight Sunday.

The identification card is a University identification/dining card with a magnetic strip that holds information like a computer. An identification card can be obtained at the Security Office and then taken to the Sodexo Campus Services director's office where the amount of money specified by the employee will be entered on the magnetic strip. For every \$100 added to the card, the employee receives an additional \$5 credit. Sales tax is not charged for identification card food purchases. Employees may use this card to purchase breakfast, lunch or dinner at food service locations on campus. An employee terminating employment with the University must return all identification cards by the last day of work and receive a refund of any credit remaining on the magnetic strip.

Arrangements for coffee setups, receptions, and catered meals are available by contacting the Sodexo Campus Services (556-3167). Room reservations can be made through the R25 system coordinators.

CREDIT UNION

The IWU Federal Credit Union offers savings and loan services through convenient payroll deduction. Membership is available for employees, their spouses or domestic partners and their dependent unmarried children. A person may become a member through the payment of a one-dollar entrance fee and purchase of one (1) five-dollar share. Details on membership and on

current rates for dividends and/or interest on loans may be obtained from the Cashier and Credit Union Manager at the Business Office at 556-3475.

KEYS

An employee whose job requires him/her to have keys to University buildings may obtain them from the key coordinator assigned to the building.

Keys must be returned to the supervisor if employment is terminated or if the employee is transferred to another job, where the keys are not needed. The supervisor will then return the keys to the key coordinator.

Keys should be kept in a safe place at all times. Keys should not be copied nor should they be loaned to anyone but the employee's supervisor. If building or office keys are lost or found, contact the Physical Plant Department immediately. Loss or failure to return keys may result in a charge for the cost of recoring locks and new keys, if necessary.

NOTARY PUBLIC

A notary public service is available at no charge to all employees of the University during office hours on a walk-in basis at the Business Office and Office of Advancement.

PARKING

Parking on University property:

Use of University-owned parking areas is restricted according to the signs posted at each entrance. Inappropriate parking in spaces designated for disabled persons is prohibited. Motor vehicles parking in University lots must be registered and display a decal. There is no charge for this registration. Decals may be obtained through the Security Office. For automobiles, the decal must be mounted on the right side of the windshield (passenger side). For motorcycles and motor bikes, the decal must be displayed on the front fender.

POSTAL SERVICES

Departmental Mail

U.S. mail, campus mail and bulk mail are handled by this office. Campus mail circulates among office and student living units via a mail delivery service. Mail is sorted as it is received. Bulk mailings of 200 and over and First-class mailings of 500 and over, can be printed, automated, addressed, sorted and mailed in-house at a postage discount. Call Pam Shumaker at x1035 in advance for information. Allow extra time for Bulk mailings.

Materials that are not mailed in standard UPS or FedEx mailers should be properly wrapped for acceptance by the U.S. Post Office. All UPS packages must use a University mailing label. All

items to be mailed should be identified as to class (ex. First class, media mail priority, etc.) and include a return address.

When providing mailing instructions for items to be sent c/o Illinois Wesleyan, the appropriate form for the University's mailing address is:

Name
Department or School
Illinois Wesleyan University (Street address is not used)
P.O. Box 2900
Bloomington, IL 61702-2900

The appropriate form for the University's mailing address for items to be sent by overnight mail or UPS is

Name
Department or School
Illinois Wesleyan University
1312 Park St
Bloomington, IL 61701

Personal Mail

An employee may drop off personal mail and packages, and purchase postage stamps and various postal services during regular office hours at the Publications, Printing and Mailing Services Office, 1316 N. Franklin.

Daily outgoing first-class mail and packages

UPS—Needs to be in office by 2:30 p.m.

FedEx—Needs to be in office by 1:45 p.m.

Postal Service—Needs to be in office by 2.40 p.m.

For more information, call 556-3086.

IDENTIFICATION CARD

(Also see “Food Services”) Each full-time employee of the University must obtain an identification card by requesting one at the Security Office. The identification card is a general-purpose identification card that also is used to receive free or discounted admission to events, check out library books, obtain discounts at the bookstore, use Shirk Center facilities and pay for food service on campus. Requests for additional identification cards for members of an employee's family who are at least 14 years old should be directed to the Security Office. An

employee terminating employment with the University must return his/her identification card by the last day of work.

ADMISSION TO UNIVERSITY EVENTS

An employee has the opportunity to use his/her identification card to receive free or discounted admission for the employee and one (1) guest to regularly scheduled University athletic events, plays, concerts and lectures. Reduced admission theatre tickets are available at McPherson Theatre. Events are publicized through posted campus schedules, campus posters and publications, plus various local media. More information is available from the department sponsoring the event.

LIBRARY

An employee is permitted to use all of the University's library facilities and collections and is subject to the rules applicable to all users. The employee must present his/her identification card to check out material; the employee's net ID and password allow access to all online resources, whether on or off campus.

BOOKSTORE

An employee may present his/her identification card to receive a forty percent (40%) discount on the purchase of most items (except for books) at the University Bookstore.

WELLNESS

The Wellness at Wesleyan program was established and is maintained for the following reasons:

1. To encourage individuals to do all they can to prevent illness and maximize well-being.
2. To educate individuals on all aspects of healthy living: physical, emotional, intellectual, spiritual, social and vocational.
3. To provide opportunities for individuals to improve their quality of life through programs for IWU staff, faculty, family members, retirees, and students.
4. To support individuals in their pursuit of a more balanced lifestyle and positive outlook on life.

For information on the activities offered through Wellness, visit:

<https://www.iwu.edu/wellness/activityprogram/>.

Wellness Release Time Program

An employee may participate in wellness activities that are scheduled during the day through the Release Time Program.

The program allows an employee to use a maximum of one (1) hour of University-paid time per week for participation in specific Wellness at Wesleyan activity programs. An employee's use of release time must be approved by his/her supervisor and confirmed by a "contract" which may be obtained from the Wellness Office or at

<https://www.iwu.edu/wellness/activityprogram/RequestforReleaseTime.pdf>.

Attendance is taken at Wellness activities and attendance lists are made available to supervisors upon request.

Additional information about the Wellness program is available from the Wellness Director at 556-3334.

SAFETY

SAFETY AND HEALTH

Safe working conditions are of primary importance throughout the University. Environmental concerns are addressed to maintain a safe and healthy working environment. Training is provided upon hire. Each employee is urged to assist by reporting dangerous working conditions (such as slippery floors, turned up carpeting, improper wiring, holes in sidewalk, etc); reporting accidents through his/her supervisor; attending safety and health seminars and films when announced; knowing safety regulations in respective departments; reporting unusual odors; and being familiar with use and handling of chemicals where pertinent. An employee wishing to report an accident or unsafe condition should contact the Physical Plant Director immediately at 556-3066 or 556-3083.

Employees should not unlock or open doors to any area except to perform assigned duties. All areas should be locked when left unattended.

There are certain safe work habits and rules for safe working conditions that each employee is expected to follow. In cases where special safety clothing and/or protective devices are mandated, the employee will be required to conform to the standards set by the University. If the employee fails to do so, disciplinary action or dismissal may follow.

SECURITY

The security department is responsible for the protection and welfare of the University campus on a 24-hour per day basis. Any emergency, criminal activity, and/ or observation of criminal activity should be reported without delay to Security at 556-1111 (emergency) or 556-3034 (non-emergency).

HEALTH SERVICE

Arnold Health Service (located in the basement of Magill Hall) offers limited health care by the RN to the staff, his/her spouse, domestic partner, and dependents. These services include blood pressure checks, TB testing and advice on health care concerns. The Nurse Practitioner offers treatment to employees with work related injuries or a referral to the doctor or hospital of choice. Arnold Health Service does not prescribe medications, order lab tests or x-rays for staff. Arnold Health Service will assist in obtaining medical care with referrals or recommendations in the local community.

Arnold Health Service is open during the regular office hours. For additional information, call 556-3107.

ATHLETIC FACILITIES

The Natatorium and Shirk Center facilities are available for use by the employee, spouse or domestic partner, and dependent children. The employee must present his/her identification card to be allowed the use of these facilities. Parent must be present with dependent children under age 16. Dependent children 16 and older can receive a pass to use on their own. Posted schedules show the availability of open time.

HAZARD COMMUNICATION PROGRAM

Illinois Wesleyan University Policy

To ensure that information about the dangers of all hazardous chemicals used by Illinois Wesleyan University is known by all affected employees, the following hazard communication program has been implemented. Under this program, employees will be informed of the requirements of the OSHA Hazard Communication Standard, the operations where exposure to hazardous chemicals may occur, and how employees can access this program, as well as labels and SDSs.

This program applies to any chemical that is known to be present in the workplace in such a manner that workers may be exposed under normal conditions of use or in a foreseeable emergency. All units within Illinois Wesleyan University that involve potential exposure to chemicals are part of this hazard communication program except the Physical Plant which has developed its own Hazard Communication Plan because of the special circumstances pertaining to its operations.

Each unit within the University has one person designated as the Hazard Communications Program Coordinator (HCPC) for that unit. A complete list of units within the University and the person designated as HCPC for that unit is contained at the end of this policy. The HCPC is assigned with overall responsibility for their unit's program, including reviewing and updating this plan as necessary. A copy of the program is available in the HCPC's office for review by all employees within the unit. In general, our program includes the following elements:

1. Container Labeling

The HCPC will verify that all containers received for use will be clearly labeled in accord with the requirements of HazCom 2012, including a product identifier, pictogram, hazard statement, signal word, and precautionary statements, as well as the supplier's contact information (name and address).

The HCPC in each unit will ensure that all secondary containers are labeled with the original supplier's label or with an alternative workplace label.

The HCPC will review the University's labeling procedures each year and will update labels as required.

2. Safety Data Sheets (SDSs)

The HCPC is responsible for monitoring their unit's SDS program. The procedure below will be followed when an SDS is not received at the time of initial shipment:

The HCPC will contact the manufacturer or search for the SDS on the manufacturer's website.

Copies of SDSs for all hazardous chemicals to which employees are exposed or are potentially exposed will be kept by the HCPC in the HCPC's office. SDSs will be readily available to all employees in each work area during each work shift. If an SDS is not available, employees shall contact their HCPC.

When revised SDSs are received the HCPC will be required to replace old SDSs.

The HCPC is responsible for reviewing the SDSs received for safety and health implications, and initiating any needed changes in workplace practices.

3. Employee Information and Training

The University will provide employees with information and training on hazardous chemicals in their work area at the time of their initial assignment, and whenever a new hazard is introduced into their work area. The immediate supervisor of the newly hired employee is responsible for employee information and training as follows:

(a) The HCPC will provide each new employee a copy of the OSHA Brief on Safety Data Sheets and will review it in detail with the new employee.

(b) The immediate supervisor will cover the specific data sheets that apply to the new employee and indicate where copies of the SDSs are located.

(c) Employees are to be trained by the immediate supervisor or the HCPC at the time they are assigned to work with a hazardous chemical.

(d) Retraining is to be done as directed by the HCPC. Retraining will be done when a new hazard is introduced into the work area.

(e) The HCPC will be provided the names of those employees who have successfully completed the training. These records will be transferred to the Human Resource Office where they will be kept for a minimum of three years.

Simply giving an employee a data sheet to read does not satisfy the intent of our program. Our training is to be an opportunity to explain to employees not only the hazards of the chemicals in their work areas, but also how to use the information generated in our Hazard Communication Program. The HCPC or immediate supervisor in an on-the-job basis will accomplish this training. Training will include an opportunity for employees to ask questions to ensure that they

understand the information presented to them. Specifically, the training will include the following:

- (a) The operations in their work area where hazardous materials are present.
- (b) Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (visual appearance, odor, monitoring, etc.)
- (c) The physical and health hazards of the chemicals in the work area.
- (d) The details of this hazard communications program; the location and availability of the written program; an explanation of the labeling system and the safety data sheets; and how employees can obtain and use the information.
- (e) The engineering controls or administrative controls which the University has provided to eliminate any hazard to employees (if any).
- (f) The personal protective equipment required for the employees specific job (if any).

4. Hazards of Non-routine Tasks

Periodically, employees are required to perform non-routine tasks that are hazardous. Prior to starting work on such projects, each affected employee will be given information by their HCPC or immediate supervisor about the hazardous chemicals the employee may encounter during such activity. This information will include specific chemical hazards, protective and safety measures the worker should use, and steps the company is taking to reduce the hazards, including ventilation, respirators, the presence of another worker (buddy systems), and emergency procedures.

5. Informing Other Employers/Contractors

It is the responsibility of the HCPC to provide other employers and contractors with information about hazardous chemicals that their workers may be exposed to on this work site, and suggested precautions for workers. It is the responsibility of the HCPC to obtain information about hazardous chemicals used by other employers to which our workers may be exposed.

Other employers and contractors will be provided with SDSs for hazardous chemicals generated by this University's operations.

In addition to providing a copy of an SDS to other employers, other employers will be informed of necessary precautionary measures to protect workers exposed to operations performed by this University.

Also, other employers will be informed of the hazard labels used by the University. If alternative workplace labeling systems are used, the other employers will be provided with information to understand the labels used for hazardous chemicals to which their workers may have exposure.

6. List of Hazardous Chemicals

A list of all known hazardous chemicals in each unit at the University is maintained in that unit. This list includes the name of each chemical, and the work area(s) in which each of the chemicals is used. Further information on each chemical may be obtained from the SDSs, located in the HCPC's office.

When new chemicals are received, this list is updated as soon as practical after the introduction into the workplace.

7. Program Availability

A copy of this program will be made available, upon request, to employees and OSHA.

Hazardous Communications Program Coordinators (HCPC)

<u>Department</u>	<u>HCPC</u>
School of Art	Julie Johnson
School of Nursing	Arleta deDianous
Athletic Department	Bill Kauth
Biology Department	Edgar Lehr
Chemistry Department	Cindy Honegger
Environmental Studies	W. Aaron Shoults-Wilson
Physics Department	Bruno DeHarak
Psychology Department	Jason Themanson
School of Theater Arts	Armie Thompson
Print Services	Susan Sombeck
Physical Plant	Carl Gillis

PERSONAL PROTECTIVE MEASURES/BLOODBORNE PATHOGENS

The Federal OSHA Bloodborne Pathogen Standard applies to occupational exposure to human blood or other potentially infectious materials. Employees should treat all human body fluids encountered as potentially infectious and use personal protective measures when cleaning body fluid spills and when administering first aid to co-workers or other persons.

A copy of the University's bloodborne pathogens exposure control plan is maintained in the Arnold Health Service, School of Nursing, and Physical Plant.

Personal protective measures include the following:

- 1) Locate the Body Spill kit in the Custodial closet.
- 2) Follow the instructions located within the kit.
- 3) Place the items from the kit within easy reach and begin the clean up AFTER applying gloves.

- 4) Discard all items, except for the absorbent powder, hand cleaner and odor spray, into the Red bag provided. The Red bag may be brought to Health Service for disposal.
- 5) Contact Physical Plant for kit refills as needed.
- 6) If you believe you suffered any exposure to body fluids seek medical attention at Health Service or the healthcare provider of your choice.

EMERGENCY PROCEDURES

More detailed information on emergency procedures can be found in the University emergency procedures guidebook. Each academic and administrative building has a sign posted to all building occupants where they should go in case of a fire or tornado.

Fire

- Upon discovery of a fire or very large quantities of smoke:
 - Immediately pull the closest fire alarm.
 - Call the Bloomington Fire Department by dialing (7)911, giving the:
 - Address of fire.
 - Name of the building in which fire is located.
 - Location of fire in building (room number).
 - Call Security Office, 556-1111.
- When the fire alarm sounds:
 - Evacuate the building by using the closest exit. Do not use elevators.
 - Go to a safe distance from the building to be clear of the smoke, fire or explosion, stand by until the all clear signal is given or you are dismissed by the Fire Department.
 - After evacuating, check in with your immediate supervisor, if possible.

Tornado Warning and Severe Storm

It is University policy that when the tornado siren sounds, everyone is to seek shelter IMMEDIATELY even though this might disrupt a class or exam. Except during a test of the system (which occurs on the first Tuesday of every month at 10:00 a.m. in Bloomington), when the tornado siren sounds:

If in a reinforced building, move to:

- Lower floor areas or basement areas such as interior corridors away from interior or exterior glass
- North and east rooms with little or no glass
- Interior wall of classrooms on north and east side
- Interior classrooms without windows

AVOID large rooms or structures with wide, free span roofs.

Sit with knees pulled up to chest, head tucked with hands clasped behind neck.

If not in a building or reinforced construction:

- Proceed quickly to a nearby reinforced building or to a ravine or open ditch.

If in an open area:

- Move at right angles to the storm and take cover in nearby depressions in terrain free of overhand and nearby debris. Lie flat, face down, with head protected by arms.

Do not leave protected areas until the “All Clear” signal has been given.

WJBC Radio, AM 1230, is the best local source of information during these situations. The offices of Security, Human Resources, President, Provost, and Vice President for Business and Finance will monitor the weather situation and will communicate the “All Clear” signal to persons in safe areas on campus.

The University cannot guarantee a person’s safety during a natural disaster; however, this policy is designed to provide the best-recommended measures of safety available to persons on campus. The following campus buildings can be used for shelter:

The Ames Library	Information Technology
Buck Memorial Library	McPherson Theatre
Center for Natural Science	Memorial Center
English House	Music Building
Evelyn Chapel	Presser Hall
Fort Natatorium	Shirk Center
Hansen Student Center	Stevenson Hall
Holmes Hall	Theatre Arts Annex
All residence halls	

Anyone in a campus building listed below should move to the safe area indicated when the tornado siren sounds:

- Art Building – move to Buck Memorial Library or McPherson Theatre or alternatively to the first floor interior hallway of the Art Building.
- Evans Observatory – move to Holmes Hall or alternatively to first floor hallway by stairwell of Evans Observatory.
- Heat & Physical Plant – move to lower level of Shirk Center along or in locker rooms.
- Shaw Hall – move to Holmes Hall or alternatively to first floor interior hallway of Shaw Hall.
- Center for Liberal Arts – move to first floor interior area of Center for Liberal Arts.

Bomb Threat

The response to each such emergency may vary. If evacuation is ordered:

- You will be notified.
- If foreign object is noticed, report its exact location to Security or the Fire or Police Department immediately, but do not touch the object.
- Go to a safe distance from the building to be clear of smoke, fire or explosion, stand by until the all clear signal is given or you are dismissed by the Fire Department.
- After evacuating, check in with immediate supervisor, if possible.

UNSCHEDULED CLOSING

An unscheduled closing of the University would occur only if, in the judgment of the President, or the Vice President for Business and Finance and the Provost in the President's absence, the safety of employees would be jeopardized unduly either by remaining at the University or by leaving home to report to work at the University. Examples of possible unscheduled closings include severe weather conditions, hazardous building conditions and civil emergencies. At his/her discretion, the President or designate may cancel classes or close the University. If classes are cancelled but the University is not closed, employees are expected to work a normal day. If there is an unscheduled closing, employees will be notified by the IWU Alert System. Employees may contact the emergency line at 556-1010 for closing information. Area media will also be notified including WJBC, WESN, *The Pantagraph*, WIHN, WGLT, WHOI, WEEK, WMBD and WCIA. The emergency line is the most authoritative source.

If the President or designate closes the University before the work day begins, employees are not expected to report to work and will be paid for the time scheduled to work for that day.

No employee shall accrue additional pay or benefits by working all or a portion of such a day. Temporary employees will not be paid for any hours not actually worked.

Critical employees as determined by the Vice President for Business and Finance who are scheduled to work and are called in to work on a closed day will be paid double their regular rate of pay in addition to their regular rate of pay. Critical employees who are NOT scheduled to work and are called in to work on a closed day will be paid triple their regular rate of pay for hours worked.

If the President or designate closes the University during the work day, employees on duty at the time of the closing will receive full pay for the remainder of work that day. An employee who is not scheduled to work on such a day, who leaves work prior to the closing, or does not report to work prior to closing will not be compensated for those hours in which the University is closed and must use vacation or personal time, if available, to cover the hours. Specific critical employees, as appropriate to the situation, may be ineligible for early dismissal.

For more information, refer to the Inclement Weather policy.

CODE OF CONDUCT

ATTITUDE AND CONDUCT

It is very important for an employee to remember that attitude and conduct are significant factors in work performance. It is the duty of each employee to be courteous to co-workers and to every person who visits the campus - students, parents, alumni, or visitors. If an employee should be discourteous, or if an employee's actions in any way are disruptive to or reflect unfavorably upon co-workers or the University, the employee will be subject to disciplinary action or dismissal.

Employee conduct has a direct bearing on the general public opinion of the University; therefore, it is imperative that every employee respect the rights of others and conduct himself/herself in a professional and businesslike manner.

COOPERATION WITH CO-WORKERS

Goodwill and cooperation between employees are essential to an efficient operation and job satisfaction. If an employee carries his/her share of the work load and is courteous and pleasant to co-workers at all times, the work day will be more rewarding. If an employee finds his/her work load light, he/she is encouraged when possible to offer assistance to others who may find their work loads particularly heavy at that time. Any disruption by an employee of normal good working relationships may be cause for disciplinary action.

CONFIDENTIAL MATERIAL

Many employees will have occasion to come in contact or to deal regularly with records or circumstances of a confidential nature. Employees should practice discretion and care in discussing confidential matters of any nature that are part of their everyday work. Under no circumstances should matters of a confidential nature be discussed with any unauthorized persons.

DISCIPLINE

(See Termination: Involuntary policy, Page B-10)

The University shall have the right to discipline or summarily discharge an employee. Certain standards of performance and conduct must be maintained in any work group. Generally, these standards are recognized and followed by individual members of the work group without any need for action by the supervisor. When this is not the case, counseling or an oral warning by a supervisor normally may be necessary, such action usually results in the employee understanding his/her need to observe these standards. When an employee does not respond to oral warnings, more formal discipline may be necessary.

Usually, discipline is progressive and starts with an oral warning. Next, a written warning is issued. More than one written warning may be cause for dismissal. Documentation of disciplinary action is placed in the employee's permanent, official personnel file.

What is an appropriate consequence cannot always be decided in advance or with exact precision. The immediate supervisor, in consultation with the Assistant Director of Human Resources, must decide, based upon the circumstances in each case, what is appropriate discipline. No two cases are identical.

Without intended limitation on the provisions of this handbook to Termination, examples of general causes of dismissal and consequences normally associated with them include:

- Theft of University property or theft of property on campus. First offense, discharge.
- Unreported absence of three (3) or more days. First offense, discharge.
- Employees are bound to adhere to administration policies regarding alcohol and illegal drugs. First offense, discharge.
- Excessive absenteeism or tardiness. First offense, verbal warning; continuation, written warning.
- Other offenses that violate standards of honesty and ethical relationships, which are especially necessary in a University community, including making false statements or concealing information on the employment application documents.

Nothing in the progressive discipline process modifies the at-will nature of employment with the University.

PERSONAL APPEARANCE

Personal neatness and appropriate attire is left largely to the discretion and mature judgment of the employee. Supervisors and department heads may establish minimum requirements for attire appropriate to task and working conditions since an employee's appearance reflects upon the image of the University.

SAFEGUARDING UNIVERSITY PROPERTY

An employee who handles University property is responsible for the care and security of such property while it is under his/her control.

Unauthorized use or removal of University property may be cause for dismissal. Property should never be used except for the specific purposes for which designed.

University property issued to an employee must be returned to the University by the last day of employment.

SMOKING

The Smoke Free Illinois Act (SFIA) of 2008 prohibits smoking in any public place or place of employment and within a minimum of 15 feet of entrances, exits, windows that open and

ventilation intakes. Violations of the Act may result in fines. All ashtray locations are in compliance with the SFIA and employees are expected to dispose of cigarettes in the receptacles provided.

Employees who smoke are limited to smoking only during rest periods and lunch breaks.

If you are interested in smoking cessation, there is a program available through the EAP program.

TELEPHONE CALLS

Every time a telephone call is received, the employee answering is is “Illinois Wesleyan University” to the person on the other end of the line. The University is judged by the voice that speaks for it over the telephone: by what is said and how it is said. If the voice is warm and friendly and if the employee is courteous and tactful, callers will enjoy their association with the University.

Personal phone calls during work hours should be placed or received only when necessary and should be of short duration. Personal long distance calls should be logged and paid for by the person making such a call at the time phone bills are sent to departments.

GENERAL INFORMATION

ADMITTANCE TO RESIDENCE HALLS

Off-duty employees are not allowed in the residence halls without invitation from a student resident unless the employee is attending a University-approved function.

CHAPEL AND CONVOCATION

Attendance at chapel and convocation programs will be permitted when approved by the supervisor or department head. Attendance at chapel or convocation will take the place of one (1) rest period on that day.

LOST AND FOUND

Anyone finding a lost item belonging to someone else should at his/her earliest convenience take the item to the campus-wide "Lost and Found" located at the Security Office. Persons losing property any place on campus should report the loss to Security as soon as possible.

The University assumes no responsibility for personal possessions that are lost or stolen.

DRIVING UNIVERSITY VEHICLES AND/OR TRANSPORTING STUDENTS

The following Motor Vehicle Record (MVR) verification procedures apply to all staff members who wish to drive a University owned vehicle, as well as anyone wishing to use their own vehicle to transport students, staff, or faculty on official University business or sanctioned event.

1. Prior to driving any University owned or leased vehicle all staff members need to complete an MVR authorization form (available from the Security Office). The form (which varies depending on the state which issued the drivers license) must be submitted to the Security Office at least one week prior to the date of travel. As soon as the MVR is obtained and evaluated, the driver will be notified if they will or will not be permitted to operate the University owned or leased vehicle.
2. If staff members wish to use their personal vehicle to transport other students, faculty, or staff, they must submit an MVR authorization form and be approved prior to transporting any students, faculty, or staff (see #1 for time line and where to obtain and submit the MVR authorization form).
3. No one under 20 years of age will be permitted to drive any University owned or leased vehicle, or transport other students, faculty, or staff on University sanctioned or sponsored events.

4. Anyone wishing to drive a University owned or leased van or shuttle must also complete and pass an on-line van safety course. The test is administered through the Security Office.
5. MVR reviews will be conducted at least once per academic year for anyone wishing to drive a University owned or leased vehicle, or who wants to use their personal vehicle to transport students, faculty, or staff. (i.e., even if a driver is approved in one academic year, the person would need to complete a new MVR authorization form in order to drive in the next academic year).

OUTSIDE VISITORS

Although the University allows, on infrequent occasions, a visitor to spend a limited period of time with an employee while working, this type of visiting is not permitted for extended periods. Visits by outside persons create distractions that take the employee's time and attention.

PREMIUMS AND GIFTS

Premiums and gifts received as a result of University purchases are the property of the University.

PUBLICATIONS AND OFFICIAL NEWS RELEASES

Many University publications are available to employees. CampusWeekly and the Argus are archived online and "current year" admission's publications can be obtained from the Office of Admissions.

Employees may access the official University calendar and telephone directory online at iwu.edu. Employees also receive a printed telephone directory that is distributed by University Communications.

The University Communications Office is responsible for official University releases and official news announcements.

SUSTAINABILITY

The University mission states that, "through its policies, programs and practices [the University] is committed to diversity, social justice and *environmental sustainability*." To that end, the University strives toward a sustainable campus environment through the use of environmentally sound business and operating practices and fostering a culture of sustainability among all members of the campus community.

Specifically, employees are urged to minimize waste through the proper use of supplies and the recycling of appropriate products. The University participates in a single-stream recycling program, which allows for aluminum, plastics, and paper products to be comingled into one waste container. Receptacles for recyclable materials are available at all work locations and throughout the campus.

The **GREENetwork** is the University committee that helps to coordinate campus sustainability efforts. You can learn more about learn more about the **GREENetwork** and University sustainability efforts at the **GREENetwork** web site at <https://www.iwu.edu/about/initiatives/sustainability.html>

DRUG DISPOSAL PROGRAM

In order to make it convenient to dispose of both prescription and over the counter drugs properly, IWU has a drop-box located in the entry of the Security building at 110 E. Graham St. The drop-box site is open 24/7.

Guidelines for Drug Disposal

Take unused and unwanted prescription and non-prescription drugs to IWU Security or other drop-off locations. Keep medications in original bottles or packaging if possible. Mark out your name and address on prescription labels.

Drop-off sites routinely send collected medications to be incinerated as part of the ecological and safe disposal protocol. (Incinerated medications are able to create energy that is used to power homes and businesses.)

For more information about the IWU Drug Disposal Program, please contact Wellness at x3334 or wellness@iwu.edu.

For more information about other ongoing recycle programs, visit <https://www.iwu.edu/wellness/specialservices/ongoingrecyclingprograms.html>.

SALE OF UNIVERSITY PROPERTY TO EMPLOYEES

Obsolete or replaced property no longer used or needed by the University may be publicized on campus and offered for sale to employees. The sale value is established by the department head and the Vice President for Business and Finance. No guarantees or refunds are made. All sales are for cash; installment purchases are not allowed.

SOLICITATION PROTECTION

The University prohibits any outside person, groups of persons, or organization from soliciting, peddling or canvassing employees or visitors on any matter while on University premises. Any evidence of solicitation should be reported to the employee's supervisor who will alert Security immediately. An exception for specific fund-raising programs may be granted in advance by the Vice-President for Business and Finance. For solicitation in the Memorial Center, approval will be given by the Office of Residential Life.

SUGGESTION FOR IMPROVEMENTS

An employee often can suggest improved ways of performing a job that will save time, effort or money. The University welcomes suggestions for improvements and encourages employees to offer them. An employee should present suggestions to his/her supervisor, department head or Vice President for Business and Finance.

An employee may also use the Staff Council suggestion boxes located in the Memorial Center across from the Davidson Room, Holmes Hall by the Business Office windows, and Physical Plant by the time cards. An employee may also submit suggestions for improvement online at <https://www.iwu.edu/staff-council/commentform.html>. Please note that your name and contact information are required for Staff Council, but you may remain anonymous in Staff Council minutes or if your question is forwarded elsewhere for an answer.

INSTITUTIONAL POLICY STATEMENTS

STATEMENT CONCERNING ALCOHOL AND DRUG ABUSE

Introduction

Congress has created a requirement as part of the Drug-Free Schools and Communities Act Amendment of 1989 that all colleges and universities that receive federal funds must have a program designed to prevent the use of illicit drugs and the abuse of alcohol by students and employees. The Act took effect on October 1, 1990; and in response to the requirement, this material is made available to the entire Illinois Wesleyan community. Our policy has been in effect for a number of years. The Act, however, requires us to provide some additional information and to stress in more detail the consequences of violating University policy as well as state and federal law. Please read the following policy and information carefully.

University Policy

The objectives of this material are to insure that all employees and students are aware of the University's policy and the consequences of alcohol and/or drug abuse and to assist those who have or develop an alcohol and/or drug addiction by helping them to arrest its further advance before the condition renders them unable to continue the pursuit of an academic degree or continued employment.

1. Illinois Wesleyan University endorses the Drug Free Schools and Campuses Act and the required provisions of the act may be found in the IWU policy statement regarding illicit drugs and alcohol. In compliance with the Department of Education's Drug Free Schools and Campuses Act (1989, Part 86) as a condition of receiving federal funds, or any form of financial assistance under any federal program, an institution of higher education must certify that it has adopted and implemented a program to prevent the unlawful possession, use or distribution of illicit drugs and alcohol by students and employees.
2. Illinois Wesleyan University prohibits the unlawful manufacture, distribution, dispensing, possession, or use of alcohol and/or any illegal substance on University premises. Anyone who violates any portion of this rule will be disciplined according to the severity of the violation. Such discipline may include termination of an employee and expulsion of a student as well as referral for prosecution by the appropriate law enforcement agency. For other sanctions, refer to the Student, Staff, and/or Faculty Handbooks.
3. Any student, faculty member, or staff member convicted under a criminal drug statute for an offense which occurred entirely or in part at the University or in a University activity, whether on or off campus, must report that conviction. Generally, students will report to the Vice President and Dean of Students, faculty and others in the academic area to the Provost and Dean of the Faculty,

and all others to the Vice President of Business and Finance. Reporting should take place within 5 days of the conviction. Failure to report such convictions may result in immediate separation from the University. The conviction, when reported, will be reviewed and disciplinary action may be taken as/if appropriate.

4. Throughout the year, various departments and organizations of the University sponsor programs on alcohol and drug abuse because the problem of alcohol and drug abuse impacts all of us directly and/or indirectly. Students or groups who wish to have alcohol at events must secure clearance through the Associate Dean of Students/Director of Fraternity and Sorority Life well in advance of the date of the event. A registration form will be required. No kegs, pony kegs are allowed on University property. Upon discovery of kegs, pony kegs or other common sources of alcohol, said items will be confiscated and will NOT be returned but will be disposed of by Security.
5. We believe that alcoholism and drug addiction are illnesses and should be treated as such, and that the majority of those who develop an alcohol or other drug addiction can be helped to recover. The University offers assistance by referral to an appropriate agency or other resource.
6. We believe the decision to seek diagnosis and accept treatment for any suspected illness is the responsibility of the individual. The decision to seek treatment will not be detrimental to enrollment and/or employment. We believe that confidential handling of the diagnosis and treatment of alcoholism and other drug addiction is essential. Illinois Wesleyan University does not have a formal treatment program. However, with over 1,850 full-time students and an appropriate faculty and support staff, there will be some who feel a need for assistance with an alcohol or drug-related problem. The Dean of Student Affairs and the Arnold Health Service professionals communicate with agencies in the community which offer assistance. Anyone desiring further consultation of substance abuse issues concerning assistance for himself/herself or a friend may contact the Vice President and Dean of Students, the Associate Dean of Students, Counseling and Consultation Services, Health Services, or the Director of Residential Life. Such consultations will be treated as confidential by the University.

Resources

ESI, Employee Assistance Program (EAP)

Phone: 1-800-252-4555 or 1-800-225-2527

Web Access: www.theEAP.com

IWU contracts with ESI for an employee assistance program that provides assistance with numerous personal concerns including drug and alcohol abuse. Services include counseling and treatment program referrals.

Drug Abuse Prevention and Treatment Programs

Chestnut Health System, Inc.
Alcohol and Drug Rehabilitation Center
1003 Martin Luther King Drive, Bloomington, IL
Phone: 309-827-6026

Illinois Institute for Addiction Recovery
Alcohol and Drug Treatment and Rehabilitation
Virginia at Franklin, Normal, IL 61761
Phone: 309-888-0993

Additional Programs for General Mental Health Concerns

Chestnut Health System Family Counseling
210 Landmark Dr., Suite B, Normal, IL 61761
Phone: 309-820-3500

Center for Human Services of McLean County, Inc.
108 W. Market Street, Bloomington, IL 61701
Phone: 309-827-5351

Advocate Medical Group Behavioral Health
403 W. Virginia, Normal, IL 61761
Phone: 309-451-2910

Fees at some agencies are based on the client's ability to pay. Payment plans may be available and insurance payments are typically accepted.

Brochures on the above services are available in the University Health Service or Counseling and Consultation Services.

Substance Abuse Health and Related Consequences

Illinois Wesleyan University has always recognized the importance of a realistic policy in regard to substance abuse and, at the same time, has always been ready to help those who develop a problem in this area. Substance abuse is detrimental to every organ system. Drug usage, in otherwise healthy individuals, may cause gastrointestinal problems, sleep disorders, eating disorders, anxiety or depression, and a compromised immune system. Continued abuse may lead to deterioration of heart, liver, pancreas, and brain. Not only can substance abuse result in the negative health impact as described above but may lead to other risks such as compromised relationships, family problems, academic problems, acquaintance rape, unwanted pregnancies, violence, injuries, accidents, and sexually transmitted diseases (for additional information see "Drugs of Abuse" chart at: https://www.iwu.edu/ccs/Drugs_Of_Abuse_Table.htm)

Substance Abuse Legal Consequences

There are a number of legal consequences that can occur as a result of substance abuse (drugs and/or alcohol). Under Illinois law, the sanctions listed below are imposed for offenses related to substance abuse. Even harsher punishments for drug trafficking are imposed at the federal level.

1. Possession of less than 2.5 grams of cannabis is a Class C misdemeanor for the first offense, with a fine up to \$500 and/or imprisonment for up to 30 days. Subsequent offenses or possession of higher amounts can raise the charge as high as a Class 1 felony, with a fine of up to \$25,000 and imprisonment for 4-15 years.
2. Manufacture or delivery of less than 2.5 grams of cannabis can constitute a Class B misdemeanor punishable by a fine of \$1,500 and imprisonment of up to 6 months. Subsequent offenses or offenses involving greater amounts of cannabis can raise the charge to a Class X felony punishable by a fine of up to \$200,000 and imprisonment for 6-30 years.
3. Possession of a controlled substance starts as a Class 4 felony with a fine of not more than \$25,000 and a sentence of not less than 1 year or more than 3 years. Depending on the amount of substance involved, the individual can be charged with a Class 1 felony and fined not more than \$200,000 and imprisoned for not less than 10 years or more than 50 years.
4. Those involved in the manufacture or delivery of a controlled substance can be found guilty of a Class 3 felony with a fine of not more than \$75,000 and a sentence of not less than 2 years or more than 5 years. Depending on the amount of the controlled substance, the charge can go as high as a Class X felony with a fine of not more than \$500,000 and a sentence of not less than 6 years or more than 30 years.
5. Illegal possession of alcohol by someone under 21 years of age is a Class A misdemeanor punishable by a fine up to \$2,500 and a sentence up to 6 months in jail.
6. Those found guilty of distributing alcohol to anyone under 21 years of age are guilty of a Class A misdemeanor with a fine up to \$2,500 and a sentence up to 1 year in jail.
7. Those individuals who are charged with driving under the influence of alcohol where the blood alcohol content is greater than 0.08 can be found guilty of a Class A misdemeanor with a fine up to \$1,000, a sentence up to 1 year in jail, and a 1 year suspension of their driver's license. Additional offenses can increase the crime to a Class 4 felony with a fine up to \$25,000 and a sentence up to 10 years. It can also result in a more permanent loss of an individual's driver's license. Drivers under 21 years of age who are found guilty of driving under the influence of alcohol will find consequences in excess of those listed above.

Conclusion

Besides this statement, the University has provided similar material in the Faculty, Staff, and Student Handbooks. Information is given to all new students and parents at the time of orientation. The information provided indicates the University policy, the sanctions for violation of that policy, and also discusses the campus environment in regard to presence of alcohol and/or other drugs. All members of the Illinois Wesleyan community are encouraged to watch for announcements regarding programs, which focus on issues of substance abuse and are encouraged, whenever possible, to attend. Residence hall staff and others receive specific training in how to recognize and impact those who have or may be developing patterns of substance abuse. Throughout the year appropriate material (brochures, etc.) are distributed to the entire campus. The more information we all have the better able we are to help others in need. Your interest in this national concern and your willingness to participate in those activities which help to diminish the concern as well as to help others is much appreciated.

For further information regarding IWU's Philosophical Statement, IWU's Alcohol and Substance Policy, Substance Abuse and Health Related Consequences and local, Illinois and

Federal laws, please visit: https://www.iwu.edu/judicial/Alcohol_Policy.html or visit the Student, Staff, or Faculty Handbooks.

SAFETY POLICY STATEMENT

Illinois Wesleyan University is committed to providing a safe and healthy working environment for all members of its community. As a result of that commitment, all members of the Illinois Wesleyan University Community share in the benefits of, and responsibility for, a safe environment. In addition to employees and students, the Illinois Wesleyan Community includes its visitors.

Safety objectives are met through employee involvement in the Safety Program and training in safe work practices. To ensure that every reasonable effort is made to accomplish these objectives, Illinois Wesleyan University has charged the Safety Committee with guiding safety efforts on the campus. The structure given to the collective effort for a safe campus is known as the Safety Program, which includes employee education and training, hazard identification and risk assessment, enforcement of safety policies and procedures, and compliance with all levels of regulatory authority.

CRIME AWARENESS & CAMPUS SECURITY

The University's annual security report includes statistics for the previous three years concerning reported crimes that occurred on campus; in certain off-campus buildings owned or controlled by the University; and/or public property within, or immediately adjacent to and accessible from campus. The report also includes institutional policies concerning campus security, such as policies concerning alcohol and drug use, crime prevention, the reporting of crimes, sexual assault, and other matters. You can obtain a printed copy of this report by contacting Illinois Wesleyan University Security Department. The report is also available by accessing the following website: <http://www2.iwu.edu/security/SecurityReport.shtml>.

THE ABUSED AND NEGLECTED CHILD REPORTING ACT

On June 27, 2012, the Governor signed into law an amendment to the Abused and Neglected Child Reporting Act which expanded the definition of mandatory reporters. The amended definition of mandatory reporters was expanded to include "personnel of institutions of higher education." This means that all employees of IWU are now considered to be mandatory reporters.

Under the requirements of the Act, any mandatory reporter that has "reasonable cause to believe that a child known to them in their professional or official capacity may be an abused child or neglected child shall immediately report or cause a report to be made to the DCFS." All reports are required to be made to the child-abuse hotline number (1-800-252-2873).

In addition to the reporting requirements, all employees must also sign a form (see below) proscribed by the Department which provides that the employee has knowledge and understanding of the reporting.



ACKNOWLEDGEMENT OF MANDATED REPORTER STATUS

I, _____, understand that when I am employed as a
(Employee Name)

_____, I will become a mandated reporter under the
(Type of Employment)

Abused and Neglected Child Reporting Act [325 ILCS 5/4]. This means that I am required to report or cause a report to be made to the child abuse Hotline number at 1-800-25-ABUSE (1-800-252-2873) whenever I have reasonable cause to believe that a child known to me in my professional or official capacity may be abused or neglected. I understand that there is no charge when calling the Hotline number and that the Hotline operates 24-hours per day, 7 days per week, 365 days per year.

I further understand that the privileged quality of communication between me and my patient or client is not grounds for failure to report suspected child abuse or neglect, I know that if I willfully fail to report suspected child abuse or neglect, I may be found guilty of a Class A misdemeanor. This does not apply to physicians who will be referred to the Illinois State Medical Disciplinary Board for action.

I also understand that if I am subject to licensing under but not limited to the following acts: the Illinois Nursing Act of 1987, the Medical Practice Act of 1987, the Illinois Dental Practice Act, the School Code, the Acupuncture Practice Act, the Illinois Optometric Practice Act of 1987, the Illinois Physical Therapy Act, the Physician Assistants Practice Act of 1987, the Podiatric Medical Practice Act of 1987, the Clinical Psychologist Licensing Act, the Clinical Social Work and Social Work Practice Act, the Illinois Athletic Trainers Practice Act, the Dietetic and Nutrition Services Practice Act, the Marriage and Family Therapy Act, the Naprapathic Practice Act, the Respiratory Care Practice Act, the Professional Counselor and Clinical Professional Counselor Licensing Act, the Illinois Speech-Language Pathology and Audiology Practice Act, I may be subject to license suspension or revocation if I willfully fail to report suspected child abuse or neglect.

I affirm that I have read this statement and have knowledge and understanding of the reporting requirements, which apply to me under the Abused and Neglected Child Reporting Act.

Signature of Applicant/Employee

Date

CANTS 22
Rev. 8/2013

Office of the Director
406 E. Monroe Street • Springfield, Illinois 62701
www.DCFS.illinois.gov

SEXUAL MISCONDUCT POLICY

Section 1: Statement of Purpose

Illinois Wesleyan University (“University” or “IWU”) is committed to creating, fostering and maintaining an educational, employment, business and campus environment that is free of discrimination on the basis of sex, gender and all forms of sexual misconduct (as defined below).

Section 2: Prohibition

IWU prohibits all acts of sexual misconduct (as defined below) and IWU does not tolerate discrimination on the basis of sex or gender and is dedicated to prohibiting such conduct in all aspects of university life consistent with the University’s Mission Statement, Vision Statement and Strategic Plan, as well as the provisions of Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Illinois Human Rights Act, the Illinois Preventing Sexual Violence in Higher Education Act, and all other applicable State and Federal laws.

Section 3: Definitions

Sexual misconduct encompasses many types of prohibited conduct, including, but not limited to: sexual harassment, sexual violence (including domestic and dating violence), gender-based harassment, sexual orientation harassment and sexual exploitation.

A. Sexual Harassment

Sexual harassment is a form of discrimination on the basis of sex. Sexual harassment is unwelcomed conduct of a sexual nature. Unwelcomed conduct includes conduct that an individual did not solicit or incite and that the individual regarded as undesirable or offensive. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, including but not limited to sexual activity or acts of sexual violence, when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic status; (2) submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting such individual; or (3) such conduct has the purpose or effect of: (i) substantially interfering with an individual's work performance; or creating an intimidating or hostile work environment; or (ii) denying or limiting a student’s ability to participate in or

benefit from the University's educational program, *i.e.* creates an intimidating or hostile environment. All such acts of sexual harassment are forms of sexual misconduct. Use of the term "sexual misconduct" throughout this policy includes sexual harassment.

B. Sexual Violence

Sexual violence refers to physical sexual acts perpetrated against an individual's will or where an individual is incapable of giving consent. A number of different acts fall into the category of sexual violence, including: rape, sexual assault, sexual battery, sexual abuse, sexual coercion, domestic violence and dating violence. All such acts of sexual violence are forms of sexual misconduct. Use of the term "sexual misconduct" throughout this policy includes sexual violence.

C. Gender-based Harassment

Gender-based harassment includes verbal, non-verbal and physical acts of aggression, intimidation, or hostility based on an individual's gender identity or gender expression, even if those acts do not involve conduct of a sexual nature. Gender identity is a person's internal, deeply felt sense of being either agender, woman, man, transgender or something else on or beyond the gender spectrum. Gender expression is an individual's characteristics and behaviors such as appearance, dress, mannerisms, speech patterns, and social interactions that are perceived as masculine or feminine. Gender-based harassment will exist if an individual is harassed either for conforming or failing to conform to stereotypical notions of their perceived gender. All such acts of gender-based harassment are forms of sexual misconduct. Use of the term "sexual misconduct" throughout this policy includes gender-based harassment.

D. Sexual Orientation Harassment

Sexual orientation harassment includes verbal, non-verbal and physical acts of aggression, intimidation, or hostility based on an individual's actual or perceived sexuality, including but not limited to: asexuality, bisexuality, homosexuality, heterosexuality or something else on or beyond the sexuality spectrum. All such acts of sexual orientation harassment are forms of sexual misconduct. Use of the term "sexual misconduct" throughout this policy includes sexual orientation harassment.

E. Sexual Exploitation

Sexual exploitation occurs when an individual takes non-consensual or abusive sexual advantage of another for their own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that the behavior does not otherwise constitute sexual harassment, sexual violence, gender-based harassment or sexual orientation harassment.

Examples of sexual exploitation include, but are not limited to:

- Invasion of sexual privacy.
- Prostituting another student.
- Non-consensual video or audio-recording of sexual activity.
- Non-consensual distribution, showing, display, or dissemination of video and/or audio recorded sexual activity (i.e. “revenge porn”).
- Going beyond the boundaries of consent (such as letting your friends hide in the closet to watch you having consensual or non-consensual sex).
- Engaging in voyeurism.
- Knowingly transmitting an STD or HIV to another individual.
- Exposing one’s genitals in non-consensual circumstances.
- Sexually based stalking and/or bullying.

All such acts of sexual exploitation are forms of sexual misconduct. Use of the term “sexual misconduct” throughout this policy includes sexual exploitation.

F. Consent

Consent is informed, freely and actively given, mutually understandable words or actions which indicate a willingness to participate in mutually agreed upon sexual activity. The following factors should be considered by a person in determining whether another person has given consent: (i) consent is a freely given agreement to sexual activity, (ii) a person's lack of verbal or physical resistance or submission resulting from the use or threat of force does not constitute consent, (iii) a person's manner of dress does not constitute consent, (iv) a person's consent to past sexual activity does not constitute consent to future sexual activity, (v) a person's consent to engage in sexual activity with one person does not constitute consent to engage in sexual activity with another, (vi) a person can withdraw consent at any time, and (vii) a person cannot consent to sexual activity if that person is unable to understand the nature of the activity or give knowing consent due to circumstances, including without limitation the following: (a) the person is incapacitated due to the use or influence of alcohol or drugs; (b) the person is asleep or unconscious; (c) the person is under age; or (d) the person is incapacitated due to a mental disability.

Section 4: Examples of Sexual Misconduct

Sexual misconduct can occur both on and off campus and take many forms. The misconduct may be subtle and indirect or blatant and overt. Such misconduct can also occur in person or via electronic, print or other media. It may consist of repeated actions or may arise from a single incident if sufficiently severe. The more severe the misconduct, the less need there is to show a repetitive series of incidents to establish a hostile environment, particularly if the conduct is physical. For example, a single instance of sexual violence (i.e. rape) is sufficiently severe to create a hostile environment.

Sexual misconduct can be carried out by university employees, other students or third parties. Sexual misconduct may occur between individuals of differing, similar or identical sexual orientations and/or gender identities. Additionally, sexual misconduct may occur between individuals regardless of their actual or perceived sexual orientation or gender identity. Depending on the circumstances, which are examined from both an objective and subjective perspective, sexual misconduct may include:

- Physical assaults of a sexual nature, such as rape, sexual assault, sexual battery, and sexual coercion.
- Intentional unwelcomed physical conduct that is sexual in nature such as kissing, touching, poking, grabbing, pinching, fondling, rubbing, patting, or brushing against another individual's body.
- Offering or implying an academic or employment related reward in exchange for sexual favors or submission to sexual conduct.
- Threatening or taking a negative academic or employment action because unwelcomed conduct of a sexual nature is rejected.
- The use or display in the classroom of materials of a sexual nature that do not serve a reasonable or legitimate educational purpose.
- Unwelcome sexual advances, repeated propositions or requests for a sexual relationship to an individual who has previously indicated that such conduct is unwelcome.
- Gestures, displays, noises, remarks, jokes, questions, or comments about an individual that are unwelcomed and of a sexual nature.

Section 5: Awareness Education and Training

Dissemination of Policy

The University will widely distribute this policy to all students, staff, faculty, applicants and other relevant third parties. Additionally, the University will incorporate this policy into the Student Handbook, the Faculty Handbook, the Non-Exempt Staff Handbook, the Exempt Staff Handbook and other University publications of general distribution. The University shall also post

this policy on its website. All students, faculty and staff shall be responsible for reviewing this policy.

B. Education

The University will implement and provide preventative educational programs to all faculty, staff and students. Such programs shall include discussions of what constitutes sexual misconduct and sexual violence, the University's policies and grievance procedures, and the consequences of violating these policies.

C. Training

The University shall provide training to all faculty, staff, volunteers, vendors and agents who are likely to witness or receive reports of sexual misconduct. Such training shall include how to identify and report sexual misconduct.

Section 6: Title IX / Title IX Coordinator

A. Title IX

Title IX provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the University. Title IX also provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in employment, recruitment, consideration, or selection therefore, whether full-time or part-time, under any education program or activity operated by the University. The University acknowledges its obligations under Title IX and is committed to complying with all Title IX requirements. Any inquiries concerning the application of Title IX and its implementing regulations may be referred to the Title IX Coordinator, a Title IX Deputy Coordinator or the United States Department of Education – Office of Civil Rights (See Section 9 for contact information).

The interpretation guidance provided by the Department of Education Office for Civil Rights and other federal agencies, beginning with the April 4, 2011, Dear Colleague Letter, have interpreted the statutory and regulatory provisions of Title IX to include protections against gender and sexual orientation discrimination. The University has aligned its policies with those interpretations

B. Title IX Coordinator

The University has designated the following individual as its Title IX Coordinator:

Cindy Lotz

Director of Human Resources and Title IX Coordinator

Phone: (309) 556-3536

Email: clotz@iwu.edu

The Title IX coordinator is responsible for coordinating the University compliance with Title IX. The Title IX Coordinator's responsibilities include overseeing all Title IX reports of sexual misconduct and identifying and addressing any patterns or systemic problems that arise during the review of such reports. To assist the Title IX Coordinator, the University has designated the following individuals as Title IX Deputy Coordinators, all of whom report directly to the Title IX Coordinator:

For reports by staff or third parties [1] :

Cindy Lotz

Director of Human Resources and Title IX Coordinator

Phone: (309) 556-3536

Email: clotz@iwu.edu

For reports by students:

Elyse Nelson Winger

Associate Dean of Students/Chaplain

103 Holmes Hall

Phone: (309) 556-3179

Email: enelsonw@iwu.edu

For reports by faculty:

Rebecca Roesner

Associate Provost for Academic Planning and Standards, Title IX Deputy Coordinator

211A Holmes Hall

Phone: (309) 556-3667

Email: rroesner@iwu.edu

Section 7: Reporting and Confidentiality

The University encourages reporters (as well as witnesses) of sexual misconduct to talk to somebody about what happened – so reporters can get the support they need, and so the University can respond appropriately. Different employees on campus have different abilities to maintain a reporter’s confidentiality. Subject to the provisions set forth below a reporting party, reporter or third party bystander may make a report: electronically, anonymously, confidentially or any combination thereof.

A. Privileged Reporting

i. Professional counselors and pastoral counselors

Professional counselors and pastoral counselors whose official responsibilities include providing mental health counseling to members of the University community are not required by Title IX to report any information regarding an incident of sexual misconduct to the Title IX coordinator or other appropriate school designee. The following individuals are the University’s professional counselor(s) and pastor counselor(s) [2] and each has LGBTQ+ sensitivity training:

Bob Rogers Mental Health Counselor Magill Hall (309) 556-3052 brogers@iwu.edu	Christina Armstrong Staff Counselor/Outreach Coordinator Magill Hall (309) 556-3052 carmstr1@iwu.edu
Laura Kane Staff Nurse, Arnold Health Service Magill Hall (309) 556-3107 lkane@iwu.edu	Trina McCarty Staff Counselor Magill Hall (309) 556-3052 tmccarty@iwu.edu

Jennifer Ross Barnett

Nurse Practitioner, Arnold Health
Service Magill Hall

(309) 556-3107

jrossbar@iwu.edu

Stuart Haruyama

Coordinator of Multifaith
Engagement

sharuyam@iwu.edu

ii. Non-professional counselors and advocates

There are some people who provide assistance to reporters of sexual misconduct that are not professional counselors and pastoral counselors. These individuals include those who provide support to the University's Professional counselors and pastoral counselors ("non-professional counselors or advocates"). Non-professional counselors or advocates are not required to report incidents of sexual misconduct in a way that identifies the reporter without the reporter's consent. A reporter can seek assistance and support from these individuals without triggering a University investigation that could reveal the reporter's identity or that the reporter has disclosed the sexual misconduct incident.

While maintaining a reporter's confidentiality, these individuals should report the nature, date, time, and general location of an incident to the Title IX Coordinator. This limited report – which includes no information that would directly or indirectly identify the reporter – helps keep the Title IX Coordinator informed of the general extent and nature of sexual misconduct on and off campus so the coordinator can track patterns, evaluate the scope of the problem, and formulate appropriate campus-wide responses. Before reporting any information to the Title IX Coordinator, these individuals will consult with the reporter to ensure that no personally identifiable details are shared with the Title IX Coordinator. The following individuals are the University's non-professional counselors or advocates:

Teresa Beard

Senior Office Coordinator

Magill Hall Counseling and Consultation Services

309-556-3052

Email: tbeard@iwu.edu

B. Non-Privileged Reporting

i. Making reports

All students, applicants and visitors are strongly encouraged to report any incidents of sexual misconduct. All faculty, staff, volunteers, vendors and agents are required to report any incidents of sexual misconduct subject to the exemptions set forth in Section 7(A) Reports may be made orally or in writing and such reports should be made to the Title IX Coordinator or a Title IX Deputy Coordinator. Reports may also be made to any Supervisor, Department Chair or School Director, Dean, Director, Resident Director or Resident Advisor, Head Coach, Vice-President, student affairs staff member, or Security Officer. Such personnel that receive reports of sexual misconduct and responsible employees that know or reasonably should know of the occurrence of sexual misconduct are required to forward those reports, along with all relevant details about the reported sexual misconduct, to the Title IX Coordinator or a Title IX Deputy Coordinator within 24 hours of receiving such a report. If such personnel fail to forward a report of sexual misconduct then said personnel will be subject to disciplinary action.

ii. Confidentiality

A reporting party may report sexual misconduct yet request confidentiality. If the reporting party requests confidentiality or asks that the report not be pursued, the University shall take all reasonable steps to investigate and respond to the report consistent with the request for confidentiality or request not to pursue the investigation – as long as doing so does not prevent the University from fulfilling its responsibility to provide a safe and non-discriminatory environment to all individuals. Upon a request for confidentiality, the University shall inform the reporting party: (i) if the University cannot ensure confidentiality; (ii) that a confidentiality request may limit the University's ability to respond to the report, including pursuing disciplinary action against the respondent; and (iii) that the University prohibits retaliation and that such retaliation is subject to disciplinary action under this policy. The University's Title IX Coordinator is the responsible party for making determinations as to requests for confidentiality.

iii. Reports involving a minor (under the age of 17)

Notwithstanding anything herein to the contrary, all faculty and staff who become aware of or suspect that a minor (under the age of 17) has been the reporter of sexual misconduct must report that information to the Title IX Coordinator or a Title IX Deputy Coordinator whom shall then inform local, state and/or federal law enforcement officials of such incident as required by law. In that event, the University shall investigate the report without regard to the request for confidentiality and shall inform local, state and/or federal law enforcement officials of such incident as required by law.

C. Support Services

Whether an individual makes a privileged report or a non-privileged report, that individual shall be entitled to the support services the University has available for all reporters of sexual misconduct. If a privileged report has been made then the University's Professional counselors and pastoral counselors; or non-professional counselors or advocates shall inform the reporter of the availability of such support services and shall coordinate with the appropriate University officials to ensure such support services are provided. If a non-privileged report has been made then the University's Title IX Coordinator or a Title IX Deputy Coordinator shall inform the reporter of the availability of such support services and shall coordinate with the appropriate University officials to ensure such support services are provided.

Section 8: Investigation

A. Pre-Investigation

Within twelve (12) hours of receiving a report of sexual misconduct or upon notice of an incident of sexual misconduct, the University shall inform the reporting party about: (i) available counseling, reporter advocacy, medical, mental health, disability, legal assistance and other support services; (ii) the option to avoid contact with the respondent during the pendency of the investigation; (iii) their Title IX rights; (iv) their rights under the Illinois Preventing Sexual Violence in Higher Education Act; (v) their grievance rights; (vi) their right to modification of academic, living, dining, transportation, and working situations; (vii) their right to report a crime to campus or local law enforcement; and (viii) the University's obligation to honor an order of protection or no contact order entered by a State civil or

criminal court. The University shall provide the reporting party with a copy of this policy and the applicable grievance procedures identified herein.

Additionally, the University may make a preliminary, non-binding, assessment of the information contained in the report (and any supplement to the report) to determine whether that information, if true, would pose an imminent threat of immediate harm to the reporting party or others. If there is an imminent threat of immediate harm then, consistent with the grievance procedures identified below, temporary measures may be imposed against the respondent to mitigate the threat during the pendency of the investigation. The need for such temporary measures shall be reevaluated on a regular basis during the pendency of the investigation to ensure the need for such temporary measures remain present. The University will provide the reporting party with periodic updates on the status of such temporary measures.

B. Investigation

Upon receipt of a report of sexual misconduct or upon notice of an incident of sexual misconduct, the University shall conduct a prompt, thorough, and impartial investigation of the incident consistent with the applicable grievance procedures identified below. Such investigation shall include without limitation (i) assisting and interviewing the reporting party, (ii) identifying and locating witnesses, (iii) contacting and interviewing the respondent, (iv) contacting and cooperating with law enforcement, when applicable, and (v) providing information regarding the importance of preserving physical evidence of the sexual violence and the availability of a medical forensic examination at no charge to the survivor.

If reporting party and respondent are members of different constituencies (e.g. faculty, staff, students) then the investigation may proceed as a collaborative effort between the Coordinators for those respective constituencies. Such investigations shall, barring exigent circumstances, be completed within sixty (60) days. In all investigations the University shall provide the parties with a parity of protections, including taking reasonable steps to ensure that no conflict of interest exists between the fact finder/decision maker and the reporting party or the respondent in a particular case. If an actual conflict or perceived conflict exists, the actual or perceived conflict shall be disclosed to the parties. Additionally, all investigations shall utilize a preponderance of the evidence standard in determining whether or not sexual misconduct occurred and such burden of proof should be on the University.

Upon deciding to open an investigation the University shall notify the respondent of: (i) the identity of the parties; (ii) the specific section of the Sexual Misconduct Policy alleged to have been violated; (iii) the precise conduct that is alleged to constitute a violation, including the date and location of the incident(s).

Prior to initiating the investigation, and consistent with any request for confidentiality, the University shall provide notice to the reporting party and the respondent of the University representative that will be responsible for conducting the investigation, making factual findings, and, if warranted, imposing disciplinary sanctions. Both the reporting party and respondent shall have the opportunity to request a substitution of the identified University representative if such University representative's participation would pose a conflict of interest.

C. Grievance Procedures

The following grievance procedures shall apply when the respondent is a:

i. Faculty member

The grievance procedures for faculty members (including Adjunct Professors) can be found in the Faculty Handbook, Chapter VI (<https://www.iwu.edu/provost/faculty-handbook.pdf>).

ii. Staff member

The grievance procedures for non-exempt staff members can be found in the Non-Exempt Staff

Handbook (<https://www.iwu.edu/human-resources/nonexempt-handbook.pdf>). The grievance procedures for exempt staff members can be found in the Exempt Staff Handbook.

iii. Student

The grievance procedures for students can be found in the Student Handbook

(<https://www.iwu.edu/judicial/handbook/>) and (<https://www.iwu.edu/judicial/SexualOffenses.html>).

Notwithstanding anything in the referenced grievance procedures to the contrary:

(a) The reporting party and respondent shall have the opportunity to provide or present evidence and witnesses on their behalf during the complaint resolution procedure. Such opportunity shall include the right to respond to an investigative report in writing in advance of the decision of responsibility and/or at a live hearing to decide responsibility.

(b) The reporting party and respondent may not directly cross examine one another, but may, at the discretion and direction of the University representative(s) resolving the complaint, may, in writing, submit suggested questions to be posed by the University representative(s).

(c) The reporting party and respondent may request to have an advisor of their choice accompany them to any meeting or proceeding related to an alleged violation of the Sexual Misconduct Policy, provided that the involvement of the advisor does not result in undue delay of the meeting or proceeding. The advisor must comply with any written University rule or policy regarding the advisor's role. If the advisor violates the rules or engages in behavior or advocacy that harasses, abuses, or intimidates either party, a witness, or the University representative(s) resolving the complaint, that advisor may be prohibited from further participation, as determined by the Title IX Coordinator or their designee.

(d) The reporting party and the respondent may not be compelled to testify, if the complaint resolution procedure involves a hearing, in the presence of the other party. If a party invokes this right, the University shall provide a procedure by which each party can, at a minimum, hear the other party's testimony.

(e) The reporting party and the respondent shall, at a minimum, have the right to timely appeal the complaint resolution procedure's findings or imposed sanctions if the party alleges (i) a procedural error occurred, (ii) new information exists that would substantially change the outcome of the finding, or (iii) the sanction is disproportionate with the violation. Such an appeal shall be made and delivered to the Title IX Coordinator within seven (7) days of the party receiving notice of the complaint resolution procedure's findings or imposed sanctions. The individual or individuals deciding the appeal review of the findings or imposed sanctions shall not have participated previously in the complaint resolution procedure and shall not have a conflict of interest with either party. The reporting party and the

respondent shall receive the appeal decision in writing within 7 days after the conclusion of the appeal review of findings or sanctions or sooner if required by federal or State law.

D. Outcome of Investigation

The University shall provide the reporting party and respondent with written notice of the outcome of the investigation (i.e. whether sexual misconduct was found to have occurred) within seven (7) days of such a finding being made. The University shall also provide the reporting party and respondent with written notice of any appeal. If the University has determined that sexual misconduct has occurred, the University shall take prompt and effective steps reasonably calculated to end the sexual misconduct, prevent its recurrence, and, as appropriate, remedy its effects. Effective remedial action may include disciplinary action against the respondent, providing counseling for the respondent, remedies for the reporting party and others, as well as changes to the University's overall services or policies. Disciplinary action against a respondent can include without limitation: (i) modification of academic, living, dining, transportation, and working situations; (ii) no-contact orders from the University; (iii) temporary suspension; and/or (iv) removal or dismissal from the University. When allowed for by applicable State and Federal law, the University shall also notify the reporting party of any sanction(s) imposed upon the respondent.

Section 9: Complaints to Administrative Agencies

A reporting party has the right to contact the Illinois Department of Human Rights ("IDHR"), Equal Employment Opportunity Commission ("EEOC") or the United States Department of Education – Office of Civil Rights ("OCR") about filing a formal complaint. An IDHR complaint must be filed within one hundred eighty (180) days of the alleged incident. A complaint with the EEOC must be filed within three hundred (300) days of the alleged incident. In addition, an appeal process is available through the Illinois Human Rights Commission ("IHRC") after the IDHR has completed its investigation of the complaint.

Administrative Contacts

- Illinois Department of Human Rights (IDHR) Chicago: 312-814-6200 or 800-662-3942 Chicago TTY: 866-740-3953 Springfield: 217-785-5100

Springfield TTY: 866-740-3953 Marion: 618-993-7462

Marion TTY: 866-740-3953

- Illinois Human Rights Commission (IHRC)

Chicago: 312-814-6269

Chicago TTY: 312-814-4760 Springfield: 217-785-4350

Springfield TTY: 217-557-1500

- United States Equal Employment Opportunity Commission (EEOC)

Chicago: 800-669-4000

Chicago TTY: 800-869-8001

- United States Department of Education – Office of Civil Rights (OCR)

400 Maryland Avenue, SW

Washington D.C., 20202-1100

Customer Service Hotline: 800-421-3481 Facsimile: 202-453-6012

TDD: 877-521-2172

Section 10: Important Contact Information

In addition to all other contact information provided throughout this policy, a reporting party and/or reporter may also contact the following:

Illinois Wesleyan Campus Safety

104 East University Avenue

Bloomington, Illinois 61701

Phone: (309) 556-1111

Email: security@iwu.edu

www.iwu.edu

Bloomington Police Department

305 S. East Street

Bloomington, Illinois 61701 Phone: (309) 820-8888

www.cityblm.org

Community Based Sexual Assault Crisis Center

Stepping Stones (309) 662-0461

<https://www.ywcamclean.org/what-we-do/prevention-and-empowerment-services/stepping-stones>

State Based Sexual Assault Crisis Center

Illinois Coalition Against Sexual Assault

(217) 753-4117

National Based Sexual Assault Crisis Center

RAINN

(800) 656-4673

Nearest Medical Facility [\[3\]](#)

Advocate Bromenn Medical Center

1304 Franklin Avenue, Normal IL

(309) 454-1400

Section 11: Amnesty

With respect to any instances of sexual misconduct that involve the use of drugs or alcohol, it is the University's position that the use of drugs or alcohol never makes a reporter at fault for such sexual misconduct. A primary concern of the University is each individual's safety, and as such, the University shall grant immunity to any student-reporter or student-thirty party bystander who reports, in good faith, an alleged violation of this Sexual Misconduct Policy to those University representatives identified in Sections 6 or 7 of this Policy, so that the reporting student will not receive a

disciplinary sanction by the University for a student conduct violation, such as underage drinking, that is revealed in the course of such a report, unless the University determines that the violation was egregious, including without limitation an action that places the health or safety of any other person at risk.

Section 12: Retaliation

It is a violation of this policy for any person to retaliate against, interfere with, coerce, or take any other adverse action against a student, faculty member, staff member, applicant or other third party that: (i) seeks advice concerning sexual misconduct; (ii) makes a report of sexual misconduct; (iii) assists or supports another individual that makes a report of sexual misconduct; or (iv) participates as a witness or in the investigation of a sexual misconduct report. Such conduct is in violation of this policy and will be investigated and adjudicated accordingly. If you believe you have been subject to retaliation, any such incident should be reported to the Title IX Coordinator or a Title IX Deputy Coordinator.

Section 13: Malicious, False Accusations

It is a violation of this policy to make a report of sexual misconduct that is known to be false. Such conduct is in violation of this policy and will be investigated and adjudicated accordingly.

Section 14: Academic Freedom

IWU is committed to the principles of academic freedom. Vigorous discussion and debate are fundamental to the University and this policy is not intended to stifle teaching methods or infringe upon academic freedom. The protections of academic freedom must be carefully considered in all reports of sexual misconduct involving faculty. The fact that speech or a particular expression is offensive is not, standing alone, a legally sufficient basis to establish a violation of this policy. If such speech or expression takes place in the teaching context, it must also be persistent, pervasive, and not germane to the subject matter in order to be sexual misconduct under this policy. The academic setting is distinct from the workplace in that wide latitude is required for professional judgment in determining the appropriate content and presentation of academic material.

Section 15: Effective Date

This policy shall be effective as of January 31, 2019

[1] If you email one of the identified individuals and receive an automated away message (i.e. out of the office or away on vacation), then you should email one of the other identified individuals.

[2] If you email one of the identified individuals and receive an automated away message (i.e. out of the office or away on vacation), then you should email one of the other identified individuals.

[3] A reporter of Sexual Violence may have a medical forensic examination completed at no cost to the reporter at the above named medical facility pursuant to the Sexual Assault Survivors Emergency Treatment Act.

[1] A reporter of Sexual Violence may have a medical forensic examination completed at no cost to the reporter at the above named medical facility pursuant to the Sexual Assault Survivors Emergency Treatment Act.

STAFF GRIEVANCE PROCEDURE

A. Informal Resolution

An individual who has experienced sexual harassment may desire to resolve the situation informally (i.e., without a formal investigation and without formal disciplinary action being taken against the respondent). Informal resolution shall only be utilized upon the written request of the complainant.

Upon a request for informal resolution, the Associate Vice President for Human Resources, or her designee, will notify the respondent of the complaint and the request for informal resolution. Such notice shall be provided to the respondent within ten (10) days of the request for informal resolution being made by the complainant. Upon such notice, the Associate Vice President for Human Resources, or her designee, will make an inquiry into the facts surrounding the complaint. This inquiry will not rise to the level of a formal investigation, but will, at a minimum, include meeting with both the complainant and respondent. The inquiry may also include meeting with such other third parties as the inquirer deems necessary. Absent extenuating circumstances, the inquiry will be completed within thirty (30) days of the request for informal resolution being made by the complainant.

Upon completion of the inquiry, the Associate Vice President for Human Resources, or her designee, will meet with the complainant and respondent

(either together or separately as the situation warrants) and inform the parties of the results of the inquiry and any proposed remedial actions, if warranted. Examples of remedial actions under the information resolution process include, but are not limited to: separation of the parties, referral of a respondent to counseling programs, an admonishment to the respondent to cease the offending conduct; or conducting targeted educational and training programs. Reports that are resolved through informal resolution are subject to follow-up after a period of time (not to exceed 90 days) to assure that remedial action has been implemented effectively.

Either party may reject the results of the inquiry or the proposed remedial action. Such a rejection must be made in writing and within ten (10) days of being informed of the results and proposed remedial action. The written rejection shall be delivered to the Associate Vice President for Human Resources. In the event either party makes a written rejection, then the complaint will be handled through the Formal Investigation process (see below).

Some types of sexual harassment (e.g. sexual violence) are not permitted to be resolved through the informal resolution process; and instead will be addressed through the Formal Investigation process (see below).

B. Formal Investigation

In response to reports of sexual harassment when either the complainant or the respondent is a staff member, the Associate Vice President for Human Resources or designee (investigator) will conduct an investigation.

1. The individual making the report shall be encouraged to file a written report. The complaint shall include the following information:
 - a. Details concerning the alleged incident(s) or conduct giving rise to the report;
 - b. Date(s) and location(s) of alleged incident(s) or conduct; and
 - c. Any witness(es) to the alleged incident(s) or conduct.

In cases where there is no written complaint, the investigator may initiate an investigation after making a preliminary inquiry into the facts and will inform the complainant of the decision to initiate an investigation or not.

2. Investigations of reports of sexual harassment shall incorporate the following standards:
 - a. The Human Resources Office is the designated University unit to conduct formal investigations of sexual harassment reports involving staff, and to coordinate University response(s) to reports of the same.

- b. An assessment will be made whether the report, if true, would pose an imminent risk to (i) the University – including its staff, faculty and students; (ii) to the Bloomington/Normal community; or (iii) to any other third party. If the University concludes that there is a reasonable likelihood of imminent risk, then the University will take immediate action to mitigate said risk prior to conducting an investigation.
- c. The respondent shall be informed of the nature of the report and of the identity of the complainant.
- d. The investigation, at a minimum, will include meeting with both the complainant and respondent. The investigation may also include:
 - i. interviewing other individuals that the investigator reasonably believes to have relevant information concerning the report;
 - ii. consulting with supervisors;
 - iii. interviewing witnesses and/or considering evidence that the complainant and respondent have suggested;
 - iv. Disclosure of facts to witnesses limited to what is reasonably necessary to conduct a fair and thorough investigation.
- e. All interviews will be provided in written format to the interviewee(s) for review and revision. The interviewee(s) will then be asked to sign and date the validity of the document contents.
- f. The investigation will result in a written summary that includes a statement of the report and a determination by the investigator as to whether University policy has been violated by a preponderance of the evidence.
- g. The written summary will be shared with the Vice President for Business and Finance during which time a University decision on the alleged misconduct will be made.
- h. Depending on the level of severity, consultation may be made with the President prior to a University decision being made. If consulted, the President may consult with others or direct further investigatory action to be taken.
- i. The summary may be used as evidence in other related procedures, such as subsequent reports, grievances and/or disciplinary actions.
- j. The complainant and the respondent shall be informed in writing of the completion of the investigation and the outcome of the investigation. The written notification will also inform both parties of their right to an appeal.
- k. If a finding of harassment is determined, the investigator will make follow-up inquiries to ensure the harassment has not resumed and the complainant and/or anyone cooperating in the investigation have not suffered retaliation.

C. Appeal of Report Resolution

Either the complainant or respondent may file an appeal of any decision concerning the resolution of the report. An appeal by either party must be made in writing and delivered to the President's Office within five business days of notice of resolution/decision.

1. The written appeal must state the reasons for the appeal and shall address one or more of the following:
 - a. If the appeal alleges the findings of the investigator included relevant factual errors or omitted relevant facts, the appeal shall specify the details of each;
 - b. If the appeal alleges substantive procedural errors the person appealing shall identify the errors;
 - c. If the appeal alleges new information or evidence, the person appealing shall include the new information or evidence and state the reasons why said information was not available or provided to the investigator during the investigation.
2. The President shall review the appeal, the investigative summary and the determination and may either affirm, amend, or return the recommendation for further deliberation. The President's review will be conducted in a timely manner, usually within ten business days of receipt of the appeal. He/she will make a final decision and will report in writing to the complainant, person accused and the investigator.

D. Documentation

The Title IX Coordinator shall maintain a record of agreements reached, investigative reports, corrective actions taken, if any and follow-up activities. All material and information contained therein will be confidential and will be made available to parties outside of the process only as required by law.

WHISTLEBLOWER POLICY

I. Purpose and Applicability

The purpose of this policy is to set forth Illinois Wesleyan University’s policy on Board member, faculty, staff and student, disclosure of misconduct, including that relating to accounting or auditing matters, and to protect Board members, faculty, staff and students from retaliation in the form of an adverse employment and other action for disclosing what the Board member, faculty, staff or student believes evidences certain unlawful practices. This policy is applicable to all Board members, faculty, staff and students of Illinois Wesleyan University.

II. Statement of Policy

It is the policy of Illinois Wesleyan University that Board members, faculty, staff or students shall be free without fear of retaliation to make known allegations of alleged misconduct existing within Illinois Wesleyan University that he/she reasonably believes constitutes the following: wire fraud, mail fraud, bank fraud, or questionable accounting, internal controls, and auditing matters. It is further the policy of the University that Board members, faculty, staff and students shall be free without fear of retaliation to make known allegations of alleged misconduct existing within Illinois Wesleyan University that he/she reasonably believes constitutes a violation of the University’s stated policies, procedures or legal obligations.

A Board member, faculty, staff or student shall not take or refuse to take any employment or other action in retaliation against any individual(s) or organization who discloses information regarding misconduct under this policy or who, following such disclosure, seeks a remedy provided under this policy or any law or other Illinois Wesleyan University’s policy. Retaliation for disclosures made under this policy may result in suspension, termination, removal from campus or any other action the University deems necessary.

III. Process for Disclosure

A faculty or staff member or student shall disclose all relevant information regarding evidenced misconduct to the following designated intake officers, in accordance with the subject matter of the disclosure:

Subject Matter

Intake Officer

Academic Concerns

Provost and Dean of the Faculty

Athletic Rules Violation	Athletic Director
Employment Concerns	Associate Vice President for Human Resources
Illegal/Unethical Business Practices or Financial Improprieties/Fraudulent Accounting (including but not limited to: Wire fraud, mail fraud, bank fraud, Securities fraud or questionable accounting, Internal controls, and auditing matters)	Vice President for Business and Finance
Safety/Security Issues	Vice President for Student Affairs and Dean of Students
Student Concerns	Vice President for Student Affairs and Dean of Students
Other	Vice President for Business and Finance

(If the disclosure is by a Board member it shall be made to the Chair of the Business Affairs Committee, unless the complaint involves the Chair of the Business Affairs Committee, in which case the complaint shall be to the Chair of the Board.)

Any disclosure shall be made in a signed written document within ninety (90) days of the day on which the complainant knew or should have known of the misconduct. If the Board member, faculty, staff member or student would rather anonymously contact a source outside of the institution, he/she may contact Campus Conduct Hotline© 866-943-5787 within ninety (90) days of the day on which the complainant knew or should have known of the misconduct.

- A. The intake officer shall consider the disclosure and take whatever action he/she determines to be appropriate under the law and circumstances of the disclosure.
- B. In the case of disclosure of misconduct involving the designated intake officer, the disclosure shall be directed to the University's President. The President shall consider the disclosure and take whatever action he/she determines to be appropriate under the law and circumstances of the disclosure.
- C. In the case of disclosure of misconduct involving the President, the disclosure shall be directed to the Chair of the Board of Trustees. The Chair of the Board of Trustees shall consider the disclosure and take whatever action he/she determines to be appropriate under the law and the circumstances of the disclosure.
- D. In the case of disclosure involving financial misconduct, the intake officer or the Campus Conduct Hotline© shall also provide the disclosure to the Executive Committee for their review and consideration. The Executive Committee shall have the authority to resolve the matter.

- E. In the case of disclosure to Campus Conduct Hotline© that does not involve financial misconduct, the Executive Committee shall be entitled to receive a summary of the disclosure from Campus Conduct Hotline©. At its discretion, the Executive Committee shall have the authority to resolve the matter.

If the disclosure involves a member of the Board of Trustees, the disclosure should be directed to the President of the University or Chair of the Board of Trustees.

IV. Complaints of Retaliation as a Result of Disclosure

- A. If a Board member, faculty, staff or student believes that he/she has been retaliated against in the form of an adverse employment or other action for disclosing information regarding misconduct under this policy, he/she may file a written complaint requesting an appropriate remedy.
- B. For purposes of this policy, an adverse employment action shall be defined as actions including: discharge, demotion, suspension, being threatened or harassed, or in any other manner discriminated against with respect to compensation, terms, conditions or privileges of employment. Other adverse actions include: dismissing, suspending or disciplining a student or changing or lowering a grade or evaluation of a student or in any other manner negatively affecting the student's academic career. This policy does not prohibit an employment action or any other action that would have been taken regardless of disclosure of information.

V. Process for Adjudication of Complaints Stemming from Disclosure

- A. A Board member, faculty, staff or student must file a complaint with the President of the University* within ninety (90) days from the effective date of the adverse employment action or from the date on which the Board member, faculty, staff or student should reasonably have had knowledge of the adverse action.
- B. Complaints shall be filed in writing and shall include:
 - 1. Name and address of the complainant;
 - 2. Name and title of individual(s) against whom the complaint is made;
 - 3. The specific type(s) of adverse actions(s) taken;
 - 4. The specific date(s) on which the adverse actions(s) were taken;
 - 5. A clear and concise statement of the facts that form the basis of the complaint;
 - 6. A clear and concise statement of the complainant's explanation of how his/her previous disclosure of misconduct is related to the adverse employment or other action; and
 - 7. A clear and concise statement of the remedy sought by the complainant.
- C. Within sixty (60) calendar days of receipt of the complaint, the President of the University* shall consider the written complaint, shall conduct or have conducted an investigation which, in his/her judgment, is consistent with the circumstances of the

complaint and disclosure, and shall provide the complainant with a determination regarding the complaint.

- D. The determination shall be in writing and shall include the findings of fact, the conclusions of the investigation, and, if applicable, a specific and timely remedy consistent with the findings. The decision of the President of the University* shall be final.

* (or the Chair of the Board of Trustees, if the complaint involves the President of the University).

BIAS INCIDENT REPORTING PROTOCOL

Introduction

Consistent with Illinois Wesleyan University's Strategic Initiative on Diversity, it is the University's goal to create a collegiate environment that is inclusive, welcoming for all and free of all forms of bias. Since bias related incidents often fall beyond the scope and protection of existing discrimination laws and regulations, it is imperative that we respond as a unified community to address through education such behavior while respecting the rights of all individuals to freedom of speech and expression. It is the University's position that acts of bias require a response that asks all members of our community to uphold our shared values of good will and acceptance.

Definitions

Bias Incident: Any activity committed against a person or property that is motivated, in whole or in part, by the offender's bias against a race, color, ethnicity, national origin, sex, gender identity or expression, sexual orientation, disability, age or religion.¹ A Bias Incident will include, but is not limited to Discriminatory Conduct and Hate Crimes. Bias Incidents will be reported for data collection and community education purposes only. Discriminatory Conduct and Hate Crimes may result in punitive actions through the respective deliberative procedures established on our campus for [students](#), [faculty](#), and [staff](#), and, when appropriate, municipal, state, and federal legal responses may be applied.

Discriminatory Conduct: Conduct or behavior that is in violation of Federal, State or local anti-discrimination laws.

Hate crime: Conduct or behavior that is in violation of Federal, State or local hate crime laws

Identity Group: an Identity Group consists of those individuals defined by real or perceived membership associated with any protected class including: race, color, national origin, ethnicity, religious affiliation, age, sex, gender identity, disability or sexual orientation, as well as, any other unprotected class that is, or has been, marginalized or that has encountered social bias and discrimination in any form.

¹ urespect.umich.edu/report/definitions/

Member of the University Community: includes students, staff, faculty, and visitors.

Bias Response Team: includes the Provost, the Dean of Students, and the Associate Vice President for Human Resources.

Academic Freedom and Freedom of Expression

According to the Faculty Constitution, faculty at Illinois Wesleyan University are afforded academic freedom. In addition, faculty, student and staff have rights of free expression. IWU is committed to the principles of academic freedom. Vigorous discussion and debate are fundamental to the University and this policy is not intended to stifle teaching methods or infringe upon academic freedom or freedom of expression. The protections of academic freedom must be carefully considered in all reports of bias involving faculty. The fact that speech or a particular expression is offensive is not, standing alone, sufficient basis to establish a violation of this policy. If such speech or expression takes place in the teaching context, it must also be persistent, pervasive, and not germane to the subject matter in order to be bias behavior under this policy. The academic setting is distinct from the workplace in that wide latitude is required for professional judgment in determining the appropriate content and presentation of academic material.

Reporting a Bias Incident

Members of the University Community who feel they have witnessed or been subjected to a Bias Incident should report that incident. Reports may be made in person or may be completed online at (<http://www.iwu.edu/bias>). Based on those involved in the incident (both those completing the report and those believed to be responsible for the bias), the following areas are appropriate outlets from which Members of the University Community may seek assistance (The primary resource is in **bold**):

		When the perpetrator(s) are believed or alleged to be a...		
		Student	Faculty	Staff
When the person(s) completing the report is a...	Student	<ul style="list-style-type: none"> • Dean of Students Office • Office of Multicultural Student Affairs • University Chaplain • Residential Life Staff 	<ul style="list-style-type: none"> • Office of the Provost • Department Chair • Dean of Students Office 	<ul style="list-style-type: none"> • Dean of Students Office • Office of Multicultural Student Affairs • University Chaplain • Residential Life Staff
	Faculty	<ul style="list-style-type: none"> • Office of the Provost • Department Chair 	<ul style="list-style-type: none"> • Office of the Provost • Department Chair 	<ul style="list-style-type: none"> • Office of the Provost • Department Chair • Human Resources
	Staff	<ul style="list-style-type: none"> • Human Resources • Supervisor • Division Head 	<ul style="list-style-type: none"> • Human Resources • Supervisor • Office of the Provost • Department Chair 	<ul style="list-style-type: none"> • Human Resources • Supervisor • Division Head

It is recommended that a report be completed as soon as possible after the incident and that a copy of the report be maintained by the reporting individual. In the event that a student reports a Bias Incident to a member of the faculty or staff, that employee should encourage the student to use the reporting process. In the event that an action is believed to be a Discriminatory Conduct and Hate Crime, it is recommended that the employee also contact a member of the Bias Response Team to assure that an investigation is initiated in the event that the student does not file a formal report.

Confidentiality

Any Member of the University Community that reports a Bias Incident may request that his/her identity remain confidential. In the event of such a request, the University should take all reasonable steps to investigate and respond to the report consistent with the request. If such confidentiality is requested, the University shall inform that individual that such a request may hinder the investigation and may limit its ability to effectively respond to the report. Additionally, the Bias Response Team shall inform that individual that the University has a policy against retaliation. The foregoing shall not limit or impede the University's responsibilities under Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; the Illinois Human Rights Act, the Clery Act; the Federal Education Rights and Privacy Act, or any other applicable State or Federal law.

Retaliation

Any Member of the University Community who either files a Bias Incident Report or who supports a third party that files a Bias Incident Report has the right to do so without fear of retaliation. If any such individual is retaliated against, such conduct will be referred to the appropriate University department or personnel for possible disciplinary action.

Classification of Bias Incidents

For internal reporting and evaluation purposes only, Bias Incidents shall be reviewed for the following characteristics:

Category # 1: Whether the perpetrator is known or unknown.

Category # 2: Whether there is a single perpetrator or multiple perpetrators.

Category # 3: Whether there have been previous reports regarding the perpetrator(s).

Category # 4: Whether the Bias Incident is directed at an individual or at an Identity Group.

Category # 5: What Identity Group is the conduct directed towards.

Category # 6: Whether the Bias Incident involves physical or non-physical conduct.

Category # 7: Whether the Bias Incident occurred on or off campus.

Category # 8: Whether the Bias Incident is referred to appropriate University department or personnel for possible disciplinary action.

Category # 9: Whether any non-disciplinary action was undertaken to redress the Bias-Incident and/or prevent similar Bias-Incidents from occurring in the future.

Category # 10: Whether there were any acts of retaliation with respect to the reporting of the Bias Incident.

Category # 11: Degree to which the incident was associated with a university-sponsored event.

Category # 12: Are the victims members of the targeted identity group, or are they perceived to be part of the targeted identity group?

Reporting

The Bias Response Team shall prepare a report of each Bias Incident that is investigated. The report shall include: (i) a summary of the factual findings; and (ii) a categorization of the Bias Incident. That report will be forwarded as follows:

- Incidents involving students:
 - A copy of the report to the Dean of Students
 - A copy of the report to the Director of Multicultural Student Affairs
 - A copy of the report to the Director of Security
 - A copy of the report to the Office of Institutional Research

- Incidents involving faculty:
 - A copy of the report to the Provost
 - A copy of the report to Human Resources
 - A copy of the report to the Director of Security
 - A copy of the report to the Office of Institutional Research
- Incidents involving staff:
 - A copy of the report to Human Resources
 - A copy of the report to the Director of Security
 - A copy of the report to the Office of Institutional Research

Annually, the Provost will compile aggregate data on reports received and resolved in the previous year. As a starting place, this data will be shared with the President, the University Cabinet, and the University Council for Diversity.

Review

Each semester, the Provost will present an aggregated summary of Bias-Incident Reports including the aforementioned categorizations and investigative outcomes to the University Council on Diversity (UCD). The UCD will analyze these reports to identify institutional patterns and recommend programmatic responses to ameliorate conditions that contribute to the recurrence of these Bias Incidents.

External resources

In addition to institutional responses to acts of bias, there may be civil or criminal avenues that warrant consideration and pursuit. The following federal, state and local organizations have responsibility for investigating and responding to acts of hate, prejudice and bias:

Office of Civil Rights – Headquarters Georgina Verdugo, Director Office for Civil Rights US Department of Health and Human Services 200 Independence Avenue, S.W. Room 509F HHH Bldg. Washington, DC 20201	Office of Civil Rights – Illinois Chicago Office Office for Civil Rights US Department of Education Citigroup Center 500 W. Madison Street, Suite 1475 Chicago, IL 60661 312/730-1560
Illinois Human Rights Commission James R Thompson Center 100 W Randolph St Suite 5-100 Chicago, IL 60601 312/814-6269	Department of Human Rights James R Thompson Center 100 W Randolph St Suite 10-100 Chicago, IL 60601 312/814-6200
Equal Employment Opportunity Commission 500 West Madison Street Suite 2000 Chicago, IL 60661 800/669-4000	Bloomington Police Department Public Affairs Unit 305 S East St Bloomington, IL 61701 EMERGENCY: 911 309/434-2355 or 309/434-2534 police@cityblm.org
Bloomington Human Relations Commission Human Resources Department 109 E. Olive St. Bloomington, IL 61701 309-434-2215 hr@cityblm.org	Normal Human Relations Commission Town of Normal 100 E Phoenix Ave P.O. Box 589 Normal, IL 61761 309/454-2444

Appreciation

The information and procedures herein are reflective of policies and procedures modified from a host of other campuses and resources. Particular thanks are owed to Virginia Tech, Cornell, SUNY Geneseo, Santa Clara University, SUNY Stony Brook, the University of Michigan, the University of Wisconsin, and the AAUP's report, "Sexual Harassment: Suggested Policy and Procedures for Handling Complaints."

INFORMATION TECHNOLOGY USAGE POLICY

Just as knowledge and discussion are at the heart of teaching and learning, so too are information and communications technology such as computers and networks central to the mission of the university. The guidelines that govern the use of such technology, therefore, should reflect the principles that inhere in the idea of a liberal arts college. Among these are the following:

- that freedom of inquiry and expression are fundamental values of the liberal arts college and are abridged at our peril;
- that inquiry and expression flourish in an atmosphere of respect and toleration, even as dissent and disagreement are encouraged, and that
- therefore each member of the university has the right to be free from harassment;
- that treating others with respect entails respecting others' privacy; and
- that the successful functioning of the university depends upon the honest and responsible conduct of its members.

These principles imply both rights and responsibilities that must be balanced against one another. For example, the right to freedom of expression ends when expression becomes harassment; one's legitimate expectation of privacy ends when actions carried out in privacy seriously threaten the common good.

Information technology presents both important opportunities and the temptation for misuse. Accordingly, and for the benefit of all members of the University, the Information Technology Usage Policy stated below is intended to make clear how the balancing of these core principles is to be realized in practice.

All members of the University are expected, on pain of penalties described herein, to abide by this policy. These principles embody ethical ideals, and so the policy stated below will in some respects go beyond the mere requirements of the law.

1 - Network and Systems Integrity

Actions taken by users that interfere with or alter the integrity of the University's network or computers systems, or that use University network services to disrupt others, are prohibited. Such actions include, but are not limited to, the following:

- unauthorized use of accounts,
- impersonation of other individuals in communications,
- attempts to crack or capture passwords,
- attempts to break encryption protocols,
- compromising privacy,
- destruction or alteration of data or programs belonging to other users,
- attempts to steal or destroy software,
- creating worm, virus or other malicious processes, and
- running programs or processes that disrupt or interfere with the University's operation of its systems, servers, computers or network.

In addition, users may not:

- conduct experiments to identify or demonstrate system or network vulnerabilities without prior permission from the office of Information Technology Services,
- attach network hubs, bridges, routers, or gateways to the campus network, or

use University static network addresses without permission from the office of Information Technology Services.

2 - Copyright and Licensing

Illinois Wesleyan University expects individuals affiliated with the University to uphold copyright laws ensuring the protection of intellectual property, giving authors due credit, and demonstrating responsible citizenship. In addition, all users of University-owned computers are expected to abide by software licensing agreements. No user may copy, or attempt to copy without authorization, any proprietary or licensed software provided or installed by IWU.

Illinois Wesleyan University advocates that individuals creating content proactively review publisher right's agreements before signing and retain authority over the intellectual property. Individuals are strongly encouraged to become familiar with the use of [Creative Commons](#) licenses, which allow content creators to create their own licenses and control their own rights for use.

Illinois Wesleyan University encourages individuals to be familiar with the application of the four factors comprising the doctrine of [Fair Use](#). Developed by the U.S. courts over many years, the Fair Use factors provide guidance in determining whether use of material in print and digital publications is legal and fair to the content creators. Illinois Wesleyan University policy sets forth the expectations that all individuals will avoid plagiarism, and has established judicial [policies](#) to address violations.

The University recognizes its role in educating students about ethical behavior in the computer setting as elsewhere. To that end, the Chief Technology Officer will provide, on request, information about software licensing issues, while the University Librarian, as Copyright Officer, will provide information and guidance regarding [copyright](#), publishing agreements, and rights and permissions questions.

3 – Privacy

Illinois Wesleyan University respects every individual's rights & legitimate expectation to privacy in the electronic forum and prohibits users of university computers, including personally owned computers linked to university servers and telecommunications equipment, from violating such rights. Examples of violations of privacy rights include, but are not limited to, the following:

- reading another person's electronic mail without consent,
- accessing another's files without consent of that party,
- viewing or capturing data transmitted by another user over University networks,
- accessing without authorization electronic records on another person, and
- using another person's password.

Users of university computers and networks should be aware that complete privacy cannot be maintained in electronic media. For example, system failures might make private information publicly visible for a brief time; supervisors might need to gain access to urgently needed job-

related materials when the employee who maintains those materials is not available; Information Technology Services staff may need to access data and software stored on university computers while providing maintenance or safeguarding the integrity of systems and networks; and, unscrupulous persons might gain access to unauthorized materials despite all precautions.

Those university employees whose legitimate job functions may require accessing private directories, data or software must make reasonable efforts to respect the privacy of others. Supervisors, for example, must make reasonable attempts to respect an employee's privacy while accessing job-related materials. Information Technology Services staff must make reasonable efforts to maintain system integrity by means which do not involve accessing or collecting private data before resorting to actions which may violate a user's privacy. If Information Technology Services staff have good reason to believe that an individual is engaged in illegal activities or serious infractions of university rules, they may monitor that individual's files and computer use, but only after obtaining permission from the appropriate senior official (such as the Provost, the Dean of Students, or the Vice President for Business and Finance).

4 - Appropriate and Ethical Use

Illinois Wesleyan University expects its constituents to use information technology in ways that are ethical and appropriate to the University's mission. Individuals are responsible for knowing and abiding by not only the policies listed below, but also other applicable university policies governing standards of conduct, such as those in the Student, Faculty, and Staff Handbooks and the Sexual Misconduct Policy.

Actions which are unethical or inappropriate include, but are not limited to, the following:

- sending unsolicited advertising, promotional material, or other forms of mass mailing solicitation, except in those areas that are designated for such purpose, such as a classified ad area,
- using University-owned computers for personal monetary gain (except as such use relates to professional development),
- displaying in a public setting electronic materials which may be distracting, intimidating, or harassing to others, and
- using University technology resources to store or transmit electronic information with sexually harassing content. For more information on this issue, see the University Sexual Misconduct policy.

In general, uses of university-owned computers which interfere with the educational mission of the university are prohibited.

5 - Disciplinary Actions

The University may take disciplinary and/or legal action against any individual who violates these policies. Such actions include temporary or permanent suspension of an individual's use privileges to all or part of the college computing facilities, temporary suspension from the

University, or permanent separation therefrom. Any member of the university community may report violations of this policy. Violations of the policy should be reported to either the Chief Technology Officer or, in the case of a violation of a larger university policy, the corresponding official or university body. Inquiry and disciplinary action will follow judicial procedures which govern the individual(s) involved. For example, student violations will be handled in accordance with judicial procedures outlined in the Student Handbook, while faculty violations will be handled in accordance with judicial procedures outlined in the Faculty Handbook. Questions regarding disciplinary action should be directed to the appropriate administrator (such as the Dean of Students, Provost/Dean of the Faculty, Human Resources Director).

6 – Liability

Illinois Wesleyan University hereby expressly and explicitly disclaims any liability and/or responsibility for violations of the policy hereabove stated.

Revised 1/2012

COMPREHENSIVE REVIEW OF THE PRESIDENT

The Board of Trustees conducts an annual review of the President of the University and periodically engages key University constituencies in a more comprehensive review of the President's performance and priorities for the future. The primary purpose of the comprehensive review is to provide the President and the Board with an assessment based on data accumulated over a longer time period and feedback gathered from the broader University community in order to provide meaningful recognition of positive accomplishments along with constructive recommendations for the President's future priorities and personal development.

A comprehensive review will generally be conducted during the second half of the President's third full year in office and every five years thereafter. The Board Chair, in consultation with the Executive Committee, will appoint an ad hoc committee of Trustees to identify, collect and summarize the relevant information and report it to the Board Chair and the Executive Committee.

The Committee's findings and any report of the results of its work will be held in strict confidence. The Committee's final report will be submitted to the Chair of the Board of Trustees who will discuss the report with the Executive Committee and share the results of those deliberations with the entire Board of Trustees. The conclusions and recommendations resulting from those conversations will be discussed with the President. The Board Chair will also be responsible for announcing any public actions or decisions taken by the Board or by the President in connection with the Presidential Review and may engage the President in the process of making any such announcements.

APPENDICES

GLOSSARY OF ACADEMIC TERMS

Like most organizations, colleges and universities have their own language, some of which dates to medieval times when some of the first European universities were founded. Some terms commonly used at Illinois Wesleyan can be new and confusing to colleagues who join the University from business firms or other not-for-profit organizations. We hope this brief glossary helps, and, of course, experienced faculty and staff are always willing to help newcomers decipher the jargon.

Academic year/academic calendar

Unlike calendar years that run from January to December, Illinois Wesleyan's academic years run from the beginning of a Fall Term (in August of one calendar year) through the end of May Term (in the next calendar year). Illinois Wesleyan is somewhat unusual in that it operates on a 4-4-1 academic calendar, where the numbers 4, 4, and 1 refer to the number of courses a typical full-time student takes during Fall (4 courses), Spring (4 courses), and May (1 course). (Most colleges do not have an academic calendar that includes a short, intensive term, like May Term, where students take only one course.)

Attrition/retention rates

The attrition rate is the percentage of students enrolled in a term who do not return to the University the following term because they withdraw, transfer, or are dismissed. The University's objective is to keep this rate as low as possible. Conversely, the retention rate is the percentage of students who do return from one term to the next to pursue their degrees.

Convocations

The University has three official convocations each academic year—the President's Convocation in September welcoming the community to a new academic year, the Founder's Day Convocation in February, and the Honors Day Convocation in April, at which time students and faculty are recognized for their achievements. For these occasions, which begin with an academic procession and end with a recessional, no classes are scheduled, and the entire University community is invited to hear a major speaker and to enjoy special musical performances.

Course unit

Illinois Wesleyan operates on a course-unit system for granting credit to students. Unlike many colleges, where students earn credit each semester based on how many hours they spend in class each week, the course unit system is based on the principle that most courses, regardless of how many hours a student in a classroom or lab, should require about the same total amount of student effort per week. Although, based on the faculty's analysis of a particular course's

expectations, some courses carry slightly more than one (1) course unit of credit and some carry less, most Illinois Wesleyan courses carry one (1) course unit of credit toward graduation. In addition, all degree programs require that students complete at least 32 course units of credit to graduate, and a few programs require more.

Faculty rank

Every faculty member, whether full- or part-time has a title that reflects his/her level of education and experience. The lowest faculty rank at Illinois Wesleyan is that of **Instructor**, which typically indicates that the holder of the rank has not yet earned the highest academic degree (see **Terminal Degree**) available in his/her area of expertise. The next rank is **Assistant Professor**, which designates someone who has earned the highest degree in his/her field, but has relatively few years of experience in teaching at the college or University level. **Associate Professors** have more years of experience and have demonstrated substantial professional achievements in their areas of expertise through scholarship or creative work that has been recognized by their peers outside Illinois Wesleyan. The **Professor** rank is reserved for faculty members with even more years of experience and with distinguished records of teaching, scholarly/creative work, and leadership on and off-campus. A few faculty members who have earned the rank of Professor hold **Endowed or Named Professorships**. These titles are granted through a rigorous selection process to faculty members with truly exceptional professional achievements. When faculty members retire, they may be awarded **Emeritus** (for men) or **Emerita** (for women) status, which term is then added to their rank at retirement (e.g., a woman who holds the rank of Associate Professor upon retirement would become Associate Professor Emerita). An **Adjunct Professor** is hired on a temporary basis and usually works semester to semester.

Provost and Dean of the Faculty

At Illinois Wesleyan and many colleges, this title is given to the chief academic officer. (Some colleges use the title Vice President for Academic Affairs for a similar position.) At Illinois Wesleyan, the Provost is also the chief administrator at the University in the President's absence.

Regalia

This term refers to the colorful robes, hoods, and headgear worn by faculty, Cabinet members, and students at formal academic gatherings such as convocations or graduation. Regalia colors indicate the institution at which the wearer earned his/her highest degree as well as the general field in which that degree was earned.

Registrar

This University officer, who reports to the Provost and Dean of the Faculty, is responsible for class schedules, registration, and records and transcripts of grades and course units earned by students.

Research honors

This official designation on a student's transcript is awarded to graduating students with strong academic records who have completed and defended before a faculty committee an original, independent research project or artistic project.

Shared governance

This term refers to the principle that responsibility for major decisions affecting the operation and future of the University should be collaborative, particularly among administrators and faculty, both of which have formal constitutional authority over certain areas of decision-making, and to a lesser degree among non-administrative staff and students as well. This principle implies that, when possible, there should be opportunities for substantial, ongoing discussion within the University community about the major challenges and possibilities facing the University.

Tenure

This status, which entitles a faculty member to the presumption of continuous employment barring incompetence or breach of professional behavior, is granted to faculty members who have successfully completed a probationary period (usually six years for an Assistant Professor and fewer years for those joining the faculty at the ranks of Associate Professor or Professor) and who have amply demonstrated their competence as teachers, scholars, and contributors to the University community. Tenure is granted by the Board of Trustees upon the recommendation of a faculty committee, the Provost, and the President. Tenure status protects a faculty member's academic freedom to teach and conduct scholarly/work according to his/her best professional judgment without fear of reprisal. Tenured faculty members can be dismissed for cause, but only after a process that entitles them to a fair hearing and due process.

Terminal degree

A terminal degree is the highest academic degree available in a field of study. In most fields, the doctorate is the highest degree that can be earned (designated variously as PhD, EdD, DMA, DBA, JD, etc., depending on the field), but occasionally—and especially in artistic fields—a Master's degree is considered a terminal degree. To be tenured at Illinois Wesleyan, faculty members must hold terminal degrees.

NONEXEMPT STAFF (EXCEPT FOR SOME PHYSICAL PLANT STAFF) CLASSIFICATION AND COMPENSATION PROGRAM

I. Introduction and General Philosophy

A. The Illinois Wesleyan University classification and compensation program is applicable to nonexempt staff, except for some Physical Plant staff. The goal is to provide salaries on the basis of internal equity while ensuring the University can continue to attract and retain qualified individuals.

B. The program establishes the following:

1. A system of grades with each grade consisting of a minimum salary. The minimum is the lowest salary that an employee will be paid who meets the minimum requirements for the job.
2. An evaluation process to ensure that each position is objectively and fairly graded in relation to other University positions based on the duties and responsibilities.
3. A set of pay policies to guide how the program will be administered and maintained.

C. The program is based on the following:

1. A description for each position that summarizes the major duties and responsibilities and the knowledge, skills and experience needed.
2. Analysis of the positions and assignment to pay grades in accordance with a series of factors which collectively measure the level of skill, effort, responsibility and working conditions within each job.
3. Establishment of a salary minimum for each position grade.
4. Guidelines and procedures relating to salaries and other personnel changes.
5. Establishment of a process whereby positions may be reviewed for grade assignment if substantial changes result in the work responsibilities.

II. Salary Plan Administration

A. To provide the opportunity for proper objectivity, coordination and control of classification and salary matters, the Human Resources Office will have the responsibility for direction and administration of the classification and compensation program.

B. A Position Review Committee, comprised of exempt and nonexempt employees representing different areas of the University, will be responsible for analyzing positions for appropriate grade assignment based on an established evaluation process.

C. All employees in a supervisory position have ongoing responsibility for making appropriate recommendations within the parameters of the policy. Supervisory personnel also have responsibility for being fully educated on the program so as to provide answers to staff questions that support the classification and compensation program.

D. The President has final authority for all salary administration policies including distribution of salary adjustments and salary administrative changes.

III. Annual Salary Structure Review

A. Each year the Assistant Director of Human Resources will recommend whether or not the pay structures for nonexempt staff should be revised. This recommendation will take into account several factors including pay trends in the market, actual increases by other organizations within our geographic area and within higher education and the University's financial resources.

B. Adjustments to the grade minimums will normally be effective on August 1, to coincide with the beginning of the University's fiscal year.

C. Annual salary increases will normally be given in the form of a percentage pay increase based on the level of satisfactory performance. Individuals who do not meet performance expectations for their position will not receive an annual salary increase.

IV. Salary Determination or Adjustments

A. New Employee Appointment

1. Before the recruitment to fill a position begins, the process established by the Procedures for Completing a Staff Requisition Form to Request to Fill a Vacant Position or Increase Staff Size for Exempt and Nonexempt Staff must be followed. After the approval to fill a position is granted, recruitment may begin.
2. Once the recruitment and selection process has been completed, the supervisor will talk with the Human Resources Specialist, or designee, to discuss an offer of employment, including the starting salary.
3. The University will attempt to hire at the minimum of the salary range assuming the applicant meets the minimum requirements for the job. However, appointments above the starting salary may be approved by the Vice President for Business and Finance, Provost and Dean of Faculty, if applicable, and the Associate Vice President for Human Resources.
4. Consideration for such a request shall be based upon business necessity. Business necessity considerations include the qualifications of the candidate, the number of qualified applicants identified, and any market factors affecting recruiting. When setting

the starting salary for a new employee, the salaries of other employees within the same job and/or similar jobs will be reviewed to ensure internal equity.

5. Rationale for exceptions to hire above the minimum of the salary range must be submitted in writing. The hiring supervisor shall provide documentation to the Associate Vice President for Human Resources indicating the rationale for this request.

B. Promotion, Demotion, Lateral Move, Working Out-of-Grade and Pay Below Minimum

1. Promotion

- a.) The salary, of an employee promoted to a new position in a higher grade or whose current job is reclassified to a higher grade, will be reviewed to determine if a pay adjustment may be granted. The salary must be set at least at the starting rate for the grade. The salaries of other employees within the same job and/or similar jobs will be reviewed to ensure internal equity.
- b.) The determination of the specific percentage increase, if any, will be made by the Vice President for Business and Finance, Provost and Dean of the Faculty, if applicable, and the Associate Vice President for Human Resources.

2. Demotion

- a.) When an employee moves from a higher graded position to one assigned to a lower pay grade, either voluntarily or involuntarily, the salary may be decreased. The amount of the decrease will depend on the circumstances of the situation.
- b.) Matters surrounding any demotion will require review by the Vice President for Business and Finance, Provost and Dean of the Faculty, if applicable, and the Associate Vice President for Human Resources.

3. Lateral Move

When an employee makes a lateral move from one position to another within the same pay grade, the current salary shall remain unchanged.

4. Working Out-of-Grade

- a.) Should an employee assume additional duties of a temporary nature (for a period of more than one month) which had been assigned to a position of a higher grade, the employee's salary shall be increased. Normally, the assignment of higher-level duties shall not exceed 12 months.
- b.) The determination of the salary increase will be made by the Associate Vice President for Human Resources. Factors to take into consideration when making a salary

determination include the rate that would be paid if a temporary employee had to be hired and the salaries of other employees in the same position.

- c.) At the time the temporary duties are removed, the employee's salary shall be adjusted to the point it had been prior to the increase. If an annual increase had been given during this time period, an employee's salary will be adjusted accordingly.

5. Pay Below Minimum

- a.) Only under unusual circumstances will an individual be offered a position for which (s)he will be paid lower than the minimum of the grade to which the job is assigned. If a person does not possess all of the minimum requirements of a job, but within six months will satisfactorily fulfill these requirements, the person may be offered the job.
- b.) The salary offered to the employee will range between 5% and 10% below the grade minimum. Approval for this action must be given by the Associate Vice President for Human Resources.

V. Changes in an Existing Position Held by an Employee

- A. When position responsibilities change significantly, a position review should be conducted. The review may be initiated by the staff member, the supervisor or Human Resources to ensure that current duties and responsibilities are being appropriately reflected in the position's grade assignment. Please note a position review may be initiated by a staff member or supervisor no more than one time during any 12 month period.

The following guidelines should be adhered to:

B. Procedure to review an existing position:

1. The employee will complete a Position Analysis Questionnaire that is available from Human Resources. The completed questionnaire must be reviewed by the immediate supervisor and second-level supervisor. If a Cabinet Member is not the immediate or second-level supervisor, the questionnaire should also be reviewed and signed by the Cabinet Member before being returned to Human Resources.
 2. The Position Review Committee will analyze the questionnaire and apply the evaluation process to determine the grade assignment. The Assistant Director of Human Resources will be responsible for following up with the supervisor in the event the questionnaire does not provide the level of detail needed to evaluate the position.
 3. The Committee will review such requests three times per year, once each during the fall and spring semesters and once during the summer. Requests for review shall be sent to the Human Resources Office by October 1, February 1, and June 1.
- C. Once the Committee has reviewed the position, the Assistant Director of Human Resources will notify the employee and supervisor(s) of the Committee's evaluation findings.

VI. When a Vacancy in an Existing Position Occurs

- A. When an existing position becomes vacant, but before recruitment begins, the process established by the Procedures for Completing a Staff Requisition Form to Request to Fill a Vacant Position or Increase Staff Size for Exempt and Nonexempt Staff must be followed. After the approval to fill the position has been granted, a review must be conducted as soon as possible so that the department may begin recruiting. The following guidelines should be adhered to:
- B. Procedure to evaluate a vacant position:
1. The requesting supervisor, or designee, will complete a Position Analysis Questionnaire that is available from Human Resources. The completed questionnaire must be reviewed by the immediate supervisor and second-level supervisor. If a Cabinet Member is not the immediate or second-level supervisor, the questionnaire should also be reviewed by the Cabinet Member before being returned to Human Resources. There is not a third-level signature line, therefore the Cabinet Member should sign and date the bottom of the form.
 2. The Associate Vice President for Human Resources may assign the position to a grade if it is comparable to an existing position that has currently been evaluated and graded. The Assistant Director of Human Resources will be responsible for following up with the supervisor in the event the questionnaire does not provide the level of detail needed to assign the position to a grade.
 3. If a position is found to be significantly different from other established positions, the Position Review Committee will be convened and the position will be graded in accordance with the evaluation process.
- C. Once the Committee has reviewed the position, the Assistant Director of Human Resources will notify the supervisor(s) of the Committee's classification findings.

VII. Establishment of a New Position

- A. When a new position is created and approval to fill the position has been granted as established by the Procedures for Completing a Staff Requisition Form to Request to Fill a Vacant Position or Increase Staff Size for Exempt and Nonexempt Staff, a position evaluation must be conducted. The evaluation is conducted to ensure that the duties and responsibilities will be appropriately reflected in the position's grade assignment.

B. Procedure to evaluate a new position:

1. The requesting supervisor, or designee, will complete a Position Analysis Questionnaire that is available from Human Resources. The completed questionnaire must be reviewed by the immediate supervisor and second-level supervisor. If a Cabinet Member is not the immediate or second-level supervisor, the questionnaire should also be reviewed by the Cabinet Member before being returned to Human Resources. There is not a third-level signature line, therefore the Cabinet Member should sign and date the bottom of the form.
2. The Position Review Committee will be convened and the position will be graded in accordance with the evaluation process. The Assistant Director of Human Resources will be responsible for following up with the supervisor in the event the questionnaire does not provide the level of detail needed to evaluate the position.

C. Once the Committee has reviewed the position, Human Resources will notify the supervisor(s) of the Committee's classification findings and recruitment may then begin.

VIII. Appeals – First Level

A. In the event that an employee and/or supervisor does not concur with the determination of the grade assignment of a position, a written appeal must be forwarded to the Assistant Director of Human Resources with the rationale for reevaluation. Position Appeal Forms are available from Human Resources. Examples of reasons that are considered eligible for appeal include:

1. Information that may impact the evaluation process was omitted on the Position Analysis Questionnaire.
2. The employee and supervisor believe there is a comparable position to which this position should be compared and the comparable position is at a higher grade. The following guidelines should be adhered:

B. Procedure for requesting an appeal.

1. The appeal must be submitted in writing to the Assistant Director of Human Resources within 20 working days following notification of the classification decision.
2. The Position Review Committee will be convened and will reexamine the position. The Committee will render a final decision within 45 working days following the appeal.
3. The Assistant Director of Human Resources will inform the employee and supervisor of the Position Review Committee's decision.

IX. Appeals – Second Level

A. In the event an employee and/or supervisor does not concur with the decision of the Position Review Committee relative to the first level of appeal, a written statement must be forwarded to the Associate Vice President for Human Resources with the rationale for reconsideration. A second level appeal shall consider only claims regarding lack of due process. Examples of reasons that may be considered eligible for appeal include:

1. The employee and/or supervisor believes the first-level appeal was not sufficiently thorough or complete.
2. The employee and/or supervisor believes that the first-level appeal did not adequately address the revised information.

The specific reason(s) must be detailed within the appeal statement.

B. Procedure for processing a second level appeal:

1. The written statement must be submitted to the Associate Vice President for Human Resources within 20 working days following the notification of the Position Review Committee's decision.
2. A discussion with the Associate Vice President for Human Resources, or designee, to attempt to resolve the matter shall take place within 20 working days of the receipt of the written statement. If, after the discussion, the matter remains unresolved and the employee and/or supervisor wishes to pursue it, the issue will be referred to an Appeals Committee.
3. An Appeals Committee will be convened to consider the claim of lack of due process. The Committee will be composed of the Associate Vice President for Human Resources, Vice President for Business and Finance and the Provost and Dean of Faculty. It is not required that all individuals participate in the review.
4. The written statement and materials previously utilized in making the initial classification and appeal decision will be reviewed. The Appeals Committee may ask to meet with the employee and/or supervisor in person. The Committee will render a decision within 25 working days of the date of the discussion in paragraph 2.
5. The Assistant Director of Human Resources will inform the employee and supervisor of the Appeals Committee's decision. The decision of the Appeals Committee will be final.