



**Linfield University  
Employee Handbook  
Personnel Policies and Procedures**

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## **INTRODUCTION**

Welcome to your employment, new or continuing, with Linfield University. The Employee Handbook for Faculty and Staff is intended to assist you in understanding the institution and your employment rights and responsibilities.

This Employee Handbook consists of the following sections:

- I. General Information**
- II. Administrative Organization**
- III. Definitions of Employees**
- IV. Recruitment**
- V. Employment**
- VI. Employee Standards of Performance and Corrective Action**
- VII. Elimination of a Staff Position by the University/Reduction in Force (RIF)**
- VIII. Benefits**
- IX. Leaves**
- X. Pay Periods**
- XI. Institutional Policies**
- XII. Campus-Wide Policies**
- XIII. Operational Policies**
- XIV. Support Services**

The policies in this Employee Handbook supersede all previous versions, as well as all previous versions of other employee handbooks or agreements. Policies in this Employee Handbook take precedent if there is an expressed or implied conflict with any other published materials. It also supersedes and controls over any expressed or implied representations and/or agreements made by persons employed by the university.

This Employee Handbook does not contain the complete terms or conditions of any of the university's current benefits plans. Rather, this Employee Handbook is intended to provide general explanations. In all cases the plan documents and contracts will be the controlling documents for the benefits provided.

The Employee Handbook policies and procedures are applicable to all categories of Linfield employees and may be updated or changed based on mandated changes in state or federal laws. This Employee Handbook is not intended to, nor should it be construed to, create any contractual obligations. Linfield University reserves the right to delete or modify the policies in this Employee Handbook. There will be an opportunity for discussion among all affected constituencies prior to adopting any changes.

### **I. GENERAL INFORMATION**

Linfield University is an independent, residential, coeducational, comprehensive university, with a strong focus on the liberal arts and sciences. The University is a nonprofit corporation chartered by the State of Oregon to provide educational services and is empowered to make

policies and procedures for the governance of its corporate officers, faculty, students, and staff. Along with the main campus in McMinnville, Linfield maintains a campus in Portland and has a Division of Online and Continuing Education. The university website is accessible at: <https://www.linfield.edu/>

Linfield is affiliated with the American Baptist Churches USA. The student body, faculty, staff, and trustees are drawn from many religious traditions, and no creed requirements or practices are imposed on any member of the university community.

### **History**

Linfield is one of the oldest universities in the Pacific Northwest. It traces its roots to Oregon City College, an institution founded in 1849 with two pioneer missionary teachers offering instruction in a log cabin located in what was then the capital of the Oregon Territory. In 1858, the Oregon Territorial Legislature chartered The Baptist College at McMinnville. It later changed its name to McMinnville College, then in 1922 to Linfield College in memory of a Baptist minister whose widow, Frances Ross Linfield, gave a gift of property that secured the college's future. Linfield received full accreditation in 1928. In 2020 Linfield College became Linfield University in recognition of its comprehensive educational offerings.

### **Mission Statement**

"Linfield University advances a vision of connecting learning, life, and community that promotes intellectual challenge and creativity, values both theoretical and practical knowledge, engages thoughtful dialogue in a climate of mutual respect, honors the rich texture of diverse cultures and varied ways of understanding, piques curiosity for a lifetime of inquiry, and inspires the courage to live by moral and spiritual principle and to defend freedom of conscience."

### **Accreditation**

The university is fully accredited by the Northwest Commission on Colleges and Universities. It is approved by the State of Oregon's Teaching Standards and Practicing Commission and the National Association for the Education of Young Children for the training of elementary and secondary school teachers. Its nursing program is accredited by the Oregon State Board of Nursing and the Commission on Collegiate Nursing Education, and its music program is accredited by the National Association of Schools of Music. Its chemistry program is certified by the American Chemical Society.

### **Organization**

Ultimate authority for the governance of the university rests with the Board of Trustees. The bylaws of the university provide for a board of no fewer than three and no more than 40 members. The university is managed through its Board of Trustees, the Executive Committee of the board, the president and other officers, staff, administrators and faculty.

The president of the university is a member of the Board of Trustees and of the faculty, ex-officio. The president is the chief executive officer and has responsibility for carrying out the educational, financial, and disciplinary policies of the university as directed by the Board of Trustees. The president reports all promotions of faculty to the Board of Trustees for approval.

## **Affiliations**

The university maintains membership in many organizations, including the National Association of Independent Colleges and Universities, the Association of American Colleges, the Oregon Alliance of Independent Colleges and Universities, the Oregon Association of Colleges for Teacher Education, the Council for Independent Colleges (CIC) and the National Collegiate Athletic Association, Division III.

## **The McMinnville Campus**

The McMinnville campus, located at 900 SE Baker St., McMinnville, OR, comprises approximately 193 acres of lawns, oak groves and parks, and provides a well-planned setting of academic, administrative and residential buildings.

## **The Portland Campus**

The Portland Campus, located at 2900 NE 132<sup>nd</sup> Avenue, Portland, OR, comprises approximately 20 acres in a park-like setting and provides a state-of-the art anatomy lab, simulation labs, academic and administrative buildings and is the home of the Linfield-Good Samaritan School of Nursing.

## **Online and Continuing Education**

Online and Continuing Education (OCE) offers students the opportunity to earn a Linfield bachelor's degree, certificate, or minor in a variety of fields. Majors are available in Accounting, Business Information Systems, Global Studies, International Business, Management, Marketing, and Project Management. Each major is available in a B.A. or a B.S. degree program. Students may also elect a minor in Creative Writing, Environmental Studies, History, Global Health, Health Administration, or Management. An online R.N. to B.S.N. program is open to registered nurses with active R.N. licenses, as is an online M.S.N program in Leadership in Healthcare Ecosystems for those nursing professionals who possess a B.S.N and allows working Nurses to advance their career.

## **Academic Calendars**

Instruction in the traditional programs of Linfield University takes place in 15-week fall and spring semesters, a four-week January term, and a summer program with courses of variable duration.

Instruction in the Division of Online and Continuing Education takes place in 13-week fall and spring semesters, a 5-week winter term, and a 10-week summer term.

Instruction in the M.S.N. in Leadership in Healthcare Ecosystems is offered in a 10-week, year-round schedule.

Academic calendars for the McMinnville Campus, Portland Campus and for Online and Continuing Education can be accessed at: [Linfield University Academic Calendars](#)

## **II. ADMINISTRATIVE ORGANIZATION**

### **Board of Trustees**

The Board of Trustees is the governing body of Linfield University. As the legal entity of the university, the board holds final authority and responsibility for the institution. Administrative authority and responsibility for operations are delegated by the board to the president and through the president to other administrators.

The Board of Trustees meets three times a year, February, May, and November.

### **President**

The President provides overall leadership and management of the university, including supervision of administrative officers.

- Serves as a force in developing external interest in and support for the institution.
- Maintains an overview of the institution's effectiveness in fulfilling its educational mission.
- Provides leadership and direction in planning for the future.
- Formulates and recommends the annual operating budget.
- Serves as liaison between the trustees and the members of the campus community.
- Recommends to the Board of Trustees faculty and administrative appointments and promotions.

### **President's Leadership Team**

The President's Direct reports review and discuss institutional issues and matters of interest to the various divisions. The President's Direct reports consist of the following positions of the university:

Provost and Vice President for Academic Affairs\*  
Vice President for Finance and Administration\*  
Vice President for University Advancement\*  
Vice President for Student Affairs/Title IX Coordinator\*  
Chief Marketing Officer and AVP for Strategic Communications  
\* Officers of the University

### **Campus Standing Committees**

Campus committees are involved with campus-wide issues. Their membership includes administrators along with representatives of other campus constituencies.

### **University Cabinet**

The Linfield University Cabinet provides effective, proactive, and informed institutional leadership and serves as a venue for shared strategic thinking and collaboration.

The University Cabinet surfaces and directs issues that require or would benefit from cross-unit discussion and collaboration and works to ensure that Linfield makes timely progress towards its strategic goals and initiatives. The University Cabinet promotes transparency through shared

stakeholder input, improved intra-campus communication, and effective information dissemination.

The University Cabinet provides penultimate review of recommendations to the President and/or Provost on matters of broad institutional significance. University Cabinet members are responsible for ensuring effective, reciprocal communication with their constituents. Reporting into the University Cabinet are three subcommittees that meet regularly (or on as needed basis) and have campus-wide representation; University Budget Committee, Accreditation Committee, and Strategic Planning Committee. Of these, the University Budget Committee meets regularly, and the Accreditation and Strategic Planning subcommittees have oversight of critical but cyclical processes that require varying level of activity reflective of their charge.

#### University Cabinet Membership: Voting Members

- President
- Provost and Vice President for Academic Affairs
- Vice President for Finance and Administration
- Vice President for Student Affairs
- Vice President for University Advancement
- Chief Marketing Officer and AVP for Strategic Communications
- Dean of College of Arts and Sciences
- Dean of School of Business
- Dean of School of Nursing
- FEC Chair (Remains until new faculty governance is in place, at which point membership may change to reflect any potential change)
- President of Staff Council
- ASLU President

#### University Cabinet Membership: Non-Voting Members

- Special Assistant to the President & Director of Community Relations (non-voting)
- Special Assistant to the President (non-voting)
- Director for Institutional Research (non-voting)
- Athletics Director(non-voting)
- Director of Admission (non-voting)
- Chief Information Officer (non-voting)

#### **University Cabinet Subcommittees**

**A. The University Budget Committee (UBC)** is a subcommittee of the University Cabinet. UBC members represent different University constituencies to ensure a broad range of representation in an open and transparent manner. The UBC is co-chaired by the Provost and Vice President for Academic Affairs and the Vice President for Finance and Administration. The charge of UBC is to:

1. Align planning and budgeting to ensure proper use of Linfield’s resources.
2. Plan and evaluate the effectiveness of Linfield’s budgeting process and provide recommendations to the University Cabinet as necessary.

3. Assist in the optimization of Linfield's finite resources by recommending allocations in support of the strategic plan, accreditation, and student learning.
4. Ensure accountability to the Linfield community by gathering and disseminating accurate, current, and timely information regarding the planning and budgeting process.
5. Constitutes the annual budget working group (BWG).
6. Constitutes the Technology Advisory Council (TAC) to develop, writes, evaluate, and update the Linfield Information Technology Services (ITS). TAC reviews and advises and plans for acquisitions, maintenance, and use of current and future technology throughout the University.

Membership:

- Provost and Vice President for Academic Affairs (Co-Chair)
- Vice President for Finance and Administration (Co-Chair)
- 2 University Staff Council members
- 2 Students appointed by the president of ASLU
- 4 Faculty members (Remains until new faculty governance is in place, at which point membership may change to reflect any potential change)
- 1 member of the Board of Trustees
- Dean of Nursing
- Dean of College of Arts and Sciences
- Dean of Business

**B. Accreditation Subcommittee** is a subcommittee of the University Cabinet.

The charge of the Accreditation Subcommittee is to provide:

1. Institutional accreditation oversight.
2. Operationalizes the required iterative cycle of NWCCU (Northwest Commission on Colleges and Universities) accreditation cycle reports via the self-study (and other) required processes.
3. Reports accreditation planning, processes and outcomes to Linfield stakeholders.
4. Periodically reviews all planning efforts to ensure integration with mission, and strategic priorities.

Membership:

- Reflective of planning cycle (faculty, staff, students)

**C. Strategic Planning Subcommittee** is a subcommittee of the University Cabinet.

The charge of the Strategic Planning Subcommittee:

1. Contribution to institutional processes for developing and refining the vision, mission, and strategic plans.
2. Operationalizes the strategic planning process at intervals determined by the President/Board of the University.

3. Reports regularly on strategic plan implementation and progresses.
4. Oversees strategic plan assessment.

Membership:

- Reflective of planning cycle (faculty, staff, students)

**Academic Council**

Linfield's Academic Council is a strategic administrative body under the direction of the Provost and Vice President for Academic Affairs (or designee) that considers educational issues that concern the institution holistically, may cut across a variety of units and address current and prospective students' needs. The Academic Council promotes transparency through shared stakeholder input, improved intra-campus communication, and effective information dissemination.

The Council identifies internal barriers to successful delivery of the educational mission and works to reduce them or find effective alternatives, reviews innovative educational proposals that have substantial curricular, financial, and/or organizational impact beyond the unit making the proposal, and provides feedback as to mission relevance, feasibility, and budget implications, provides oversight of student learning outcomes assessment for continual program improvement and as required for external review and accreditation. The Council is a recommending body and refers items and issues as appropriate to other bodies at the university. The Council does not develop curriculum or have curricular oversight.

Membership:

- Provost and Vice President for Academic Affairs (Chair)
- Vice President for Student Affairs
- Dean of Nursing
- Dean of Business
- Dean of College of Arts and Sciences
- Curriculum Committee Representative (Remains until new faculty governance in place)
- Student Policies Committee Representative (Remains until new faculty governance in place)
- Online and Continuing Education Director
- Library Director
- International Programs Director
- FEC, Chair (Remains until new faculty governance in place)
- Representative for Lacroute Scholars
- Director of Career Development
- Special Assistant to the President & Director of Community Relations
- Director of Admission
- Chief Marketing Officer/AVP Strategic Communications
- University Registrar

### **Safety Committee**

The Safety Committee is responsible for making recommendations to the Vice President for Finance and Administration on improvements for Linfield working conditions that affect the safety and health of employees. The Committee is charged with the responsibility of defining problems, identifying hazards and suggesting corrective action. In addition, the committee helps identify employee safety training needs, establishes accident investigation procedures and reviews accident reports. For information, see: [Safety Committee](#)

### **University Benefits Committee**

University Benefits Committee reviews and makes recommendations to the University Cabinet on benefit issues affecting all employees.

#### **Membership:**

- Vice President for Finance and Administration (Chair)
- 2 faculty members
- 2 Staff Members
- Director of Human Resources
- Director of Budget Planning and Financial Analysis

### **Emergency Preparedness Committee**

The Emergency Preparedness Committee develops and implements policies and procedures that the University will follow in response to critical events that require an immediate response. The committee assigns responsibilities for carrying out identified tasks and establishes a process for keeping actions and responsibilities current.

#### **Membership:**

- Vice President for Student Affairs (Chair)

### **McMinville Campus**

- Director of Facilities & Auxiliary Services
- Dean of Students
- Director of Student Health and Wellness
- Director of Human Resources
- Director of Environmental Health and Safety
- Director of Linfield Public Safety
- Emergency Management Coordinator
- Provost and Vice President for Academic Affairs or designee
- Dean of College of Arts and Sciences or designee
- Dean of Nursing or designee
- Dean of Business or designee
- Chief Information Officer

### **Portland Campus**

- Director of Student Life
- Associate Dean of Nursing
- Director of Portland Campus Operations

### **III. DEFINITIONS OF EMPLOYEES**

#### **III. 1 Standards of Performance**

Linfield's historical emphasis and current objectives make it an institution firmly committed to the highest standards of instruction in the tradition of the liberal arts. Linfield does not expect or solicit uniformity of thought or action among its employees; indeed, diversity is encouraged, since student learning occurs not just in the classroom but also throughout the institution. As role models, administrators, faculty and staff are expected to display professionalism at all times when representing the University and should be aware of the impact their behavior may have on students, co-workers, parents, community members and the public.

#### **III. 2 Non-Exempt Employees**

Non-exempt employees are full-time and part time regular status hourly employees who are paid at least the state or federal minimum wage, whichever is greater, and are paid not less than 1.5 times their regular rate of pay for any time worked over 40 hours in one workweek (seven consecutive days, Sunday through Saturday). Overtime is calculated based on actual hours worked. Sick days, vacation days or other hours not actually worked are not included in determining the total hours worked for the calculation of overtime pay.

#### **III. 3 Exempt Employees**

Exempt employees are regular status salaried executives, administrative, or professional employees who meet the criteria established by federal and state law and are exempt from payment of overtime wages.

#### **III. 4 Temporary Employees**

Temporary employees are full-time or part-time temporary status (exempt or non-exempt) employees who are hired for a limited, fixed-duration period of time. They are subject to all Linfield policies and procedures, are eligible for sick leave accrual and may contribute to Linfield's retirement plan. No other benefits are provided. Temporary *non-exempt* employees may be paid at 1.5 times their hourly rate of pay if required to work on a Linfield observed holiday.

#### **III. 5 Faculty**

Faculty members have certain rights to continued employment through tenure or an employment contract as appropriate. The Faculty Handbook has further definitions of policies and procedures regarding faculty employment.

Some faculty members may also serve in exempt, administrative positions. When a faculty member is serving in an administrative position, they are subject to the rules of accountability and performance associated with that position.

Adjunct faculty may be hired by an appointment letter to teach a semester or term at full-time or part-time temporary status. They are subject to all Linfield policies and procedures and are eligible to contribute to Linfield's retirement plan. No other benefits are provided.

### **III. 6 Student Employees**

Linfield students may be employed in hourly positions and are paid at the state minimum wage, according to federal and state wage and hour laws including minimum wage requirements, workers' compensation, overtime rules and meal and rest periods. Student employees may not work more than 20 hours a week when classes are in session and no more than 40 hours per week when classes are not in session. Student employees must have their financial need determined by the Financial Aid Office. The Financial Aid Office must approve any exceptions to the financial need requirement.

### **III. 7 Employment At-Will – Exempt/Non-Exempt**

Linfield University reserves the right to employ at-will. This means that employment can be terminated, with or without cause, and with or without notice, at any time, at the option of the employer or at the option of the employee.

### **III. 8 Volunteers**

Volunteers are individuals with non-employee status, who volunteer their time to Linfield University as non-employee status with no expectation of compensation or benefits. Volunteers are required to complete a Volunteer Certification form and submit to Human Resources and are subject to background investigation.

## **IV. RECRUITMENT**

### **IV. 1 Equal Employment Opportunity**

Linfield University is an equal opportunity employer. Every employee has the right to work in an environment free from all forms of unlawful discrimination. It is the policy of the university that all employment decisions and policies such as hiring selections, terminations, promotion selections, training program selections, etc. for all applicants and employees will be made without regard to race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, marital status, veteran status, or membership in any other protected classification, which includes an individual's association with any of these groups. In addition, Linfield University does not discriminate in its education programs, admissions, activities, or access as required by Title IX of the Education Amendments of 1973, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the American with Disabilities Act of 1990 and their implementing regulations.

No employee will be retaliated against for raising concerns under this policy. The university seeks each employee's cooperation and assistance in helping to maintain equal employment opportunity.

### **IV. 2 Disabilities and Accommodation**

Linfield University is committed to equal opportunity and access for people with disabilities. The Americans with Disabilities Act (ADA) requires employers to reasonably accommodate qualified individuals with disabilities. It is university policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

Linfield University will reasonably accommodate qualified individuals with a disability in accordance with the guidelines of the ADA and Americans with Disabilities Act Amendment Act (ADAAA) so that they can perform the essential functions of a job. An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for that position as any other applicant.

The Office of Human Resources is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues. If you have questions about this policy or believe you need accommodation under this policy, please see the Office of Human Resources.

No employee will be retaliated against for raising concerns under this policy. The university seeks each employee's cooperation and assistance in helping to maintain equal employment opportunity.

#### **IV. 3 Hiring Procedures for Administrative Exempt and Non-exempt Positions**

The President is responsible for hiring University Officers and other staff (Exempt and Non-Exempt employees) who report directly to the President. The University Officers and staff, in turn, have the responsibility for hiring staff in their respective departments.

Exempt and Non-exempt employee recruitment will be conducted in compliance with all federal and state guidelines.

1. Recruitment approval is obtained by the Vice President of affected division.
2. Position description is prepared or updated as necessary and provided to the Office of Human Resources.
3. A position announcement is created from a job description either by the hiring department or by the Office of Human Resources. An announcement for a new or vacant non-exempt or exempt position will be announced in Linfield Ahead and posted on the university website. Advertisements are placed in local, regional, or national publications as appropriate. For more hiring information, visit the Human Resources page on the Linfield web site at: [Human Resources](#).
4. The department head forms a search committee that includes:
  - The department head (unless that is the position being filled)
  - One or two other employees of the department
  - One or two employees from outside the hiring department
  - One or two students, if appropriate
5. The search committee reviews all the applications and selects the most qualified applicants to be interviewed. The applicants are contacted to determine their continued interest in the job and to schedule an interview.

6. Based on the job position description the hiring manager prepares a list of job-related questions that will be asked in the interviews. A candidate rating form that corresponds to the questions is completed either during or after the interview by each committee member.
7. The interview is scheduled may include:
  - An open campus forum
  - Meetings with other members of the department or other members of the campus community.
8. The search committee evaluates each interviewed candidate and identifies the top one to two candidates, conducts reference checks, and makes their hiring recommendation to the hiring Manager.
9. After a final candidate is selected, the hiring manager forwards their recommendation to their Vice President and Human Resources. Once the Vice President approves the recommendation, the candidates name is given to the Office of Human Resources to extend an offer.
10. The Office of Human Resources extends a formal offer of employment to selected interviewee.
11. The Office of Human Resources informs the applicants and interviewees that they were not selected.
12. All applicant files are forwarded to the Office of Human Resources for storage.

### **The Role of Human Resources**

Human Resources will coordinate with the Hiring Manager all steps in the recruitment process from notification of an opening to the successful candidate's first day at work.

- Job Requisition creation and approval.
- Job Description is reviewed, updated and a market compensation analysis is conducted. All new hires are required to sign off on their job description when they receive their Offer Letter.
- The Recruitment Specialist/HR Generalist and the Hiring Manager will determine if the position will be posted internally only or advertised both within the university and externally.
- Human Resources and the Hiring Manager together will determine if the position is eligible for relocation.
- Human Resources will post the job announcement on the Linfield website and announce the opportunity in Linfield Ahead.

- To be considered for an open position, interested employees must complete the online application by the published deadline.
- Linfield’s job postings are uploaded automatically to several job posting boards from the Linfield website.
- Offer letter to include background check verification.
- Schedule New Hire & Benefits Orientation meetings.

### **The Role of the Hiring Manager**

Multiple stakeholders may be involved in a search, but there should be one “Hiring Manager,” the primary decision-maker and supervisor of the new hire. For a hiring process to move smoothly, it is important that Human Resources and the Hiring Manager maintain frequent communication about the caliber of candidates and the status of the search.

### **Recruitment Procedures for Out of Area Candidates**

Paying for candidates to travel to campus may be an option and should be discussed with the Director of Human Resources. Before candidates travel to campus to interview, a full video conferencing interview must be conducted. All non-faculty candidate travel is coordinated and booked through the Human Resources Department. Candidates are reimbursed for Travel Expenses based on the following guidelines.

#### 1) Airfare & Hotel

The Office of Human Resources will make airline & hotel reservations on a candidate’s behalf; Linfield is billed directly. Any incidental purchases are a candidate’s responsibility.

#### 2) Mileage

If a candidate is traveling to Linfield University from a distance over 100 miles in their own vehicle, Linfield will reimburse mileage at the Linfield University reimbursement rate.

#### 3) Meals

If a candidate is required to stay overnight, Linfield will reimburse up to three meals per day after departure and during the stay, in-state, in accordance with the Linfield University Travel Policy. No reimbursement for alcoholic beverages.

#### 4) Rental Car (if flying)

If a candidate is flying and a rental car is required to reach Linfield, it will need to be booked with a personal (vs. Linfield) credit card. Linfield can reimburse candidates for up to \$75/day for compact or sub-compact rental car.

### **Relocation Assistance**

Relocation assistance may be available for select exempt-level positions. Human Resources can provide guidance about relocation eligibility and amount of assistance. If relocation is approved by the Director of Human Resources, it will be included in the official offer letter.

### **Relocation Payback Clause**

If an employee has received relocation assistance and chooses to leave Linfield for any reason within six (6) months of the hire date, 100% of the total relocation amount provided by the

university must be paid back. If an employee chooses to leave Linfield for any reason between six (6) months and one (1) year of the hire date, 50% of the total relocation amount provided by the university must be paid back.

#### **IV. 4 Background Investigations**

Background investigations are part of the employment screening process. Before the university fills a regular or temporary position, prospective employees and volunteers will be asked to sign Consent for Background Check Form and instructed to submit their background information online to allow the investigation to be conducted. Also, current employees transferring into a position that has been identified as a sensitive position may be subject to further background investigation.

#### **IV. 5 Immigration Certification I-9**

All newly hired employees are to present, within 3 days from date of hire, original documentation establishing their identity and employment authorization in compliance with United States immigration laws.

The university must document its compliance with the law through the use of an I-9 form. Verification and completion of the I-9 form is to take place after the individual is hired. If after the third day of employment, an employee is unable to produce verifying documents or provide proof of application for them, the law requires that the employee cease working until the documents are available. If an employee fails to provide proper documentation, as specified above, the employee will be ineligible for actual, or continued, employment with the university.

#### **IV. 6 Social Media Access**

In accordance with Oregon's 2014 Social Media in the Workplace law, Linfield employees will not request that applicants or other employees provide access to personal social media accounts. Search committee members are not allowed to request applicant's access to personal media accounts in any manner, including to be added as a contact or friend.

#### **IV. 7 Hiring Assessment Period**

A hiring assessment period of 90 days will be in effect from the first day of employment. The Office of Human Resources will notify the supervisor of the completion date for 90-day evaluation. The assessment period allows the supervisor and the employee time to evaluate the job requirements and level of performance. Upon completion of the 90-day initial assessment period and applicable performance evaluation, the supervisor will conduct a formal evaluation with the employee, notifying the employee that either: (1) the employee has successfully completed the initial assessment period; (2) employment is terminated (with or without cause); or (3) the initial assessment period is extended for up to 60 calendar days to address specific performance shortfalls. The progressive, corrective action procedures do not apply during the assessment period, and employees are employed at-will and may be terminated with or without cause.

#### **IV. 8 Employment of Spouses and Family**

The employment of relatives of current employees of the university is permitted. For purposes of definition, “family” means spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, aunt, uncle, grandparent, or grandchild, whether by blood, marriage, or domestic partnership. However, a supervisory, appointive, or grievance adjustment authority relationship cannot exist between the two related employees. For further clarification, please contact the Office of Human Resources.

#### **IV. 9 Reference Checks on Former Linfield University Employees**

Employees of the university might inadvertently put themselves and the university at risk by passing along information about a former coworker. If an exempt or non-exempt employee’s supervisor, department head, or coworker is contacted regarding a former employee’s performance or employment record, the supervisor, department head, or coworker, must consult with the Director of Human Resources prior to responding to the reference inquiry. Faculty members consult with the Provost and Vice President for Academic Affairs.

#### **IV. 10 Hiring Student Employees**

The office supervisor lists the job announcement and description with the Office of Career Development on the McMinnville campus or on the Portland campus with the Office of Student Affairs. Students interested in a job may obtain an employment referral form from the Office of Human Resources indicating the number of hours they are eligible to work and take it to the prospective supervisor. The supervisor will complete the form and the student will return it to the Office of Human Resources (McMinnville campus). The supervisor must indicate on the form the hourly rate which is Oregon’s minimum wage, department to be charged, and job title. This form, and any additional new hire paperwork (IRS form I-9, etc.), must be completed before the student begins work. The supervisor and student will receive an email indicating the completion of the employment procedure once the hiring process is complete.

#### **IV. 11 Hiring Temporary Employees (non-student)**

The department requiring a temporary non-student employee must complete a Temporary Requisition form and submit to the Office of Human Resources with the proper approvals. The Office of Human Resources will send an offer letter to include a background check verification. The hiring manager and temporary non-student employee will be notified of the background check when completed and cleared. The new hire paperwork will be provided to the temporary employee. All new hire paperwork must be completed before the temporary employee is allowed to begin their employment assignment.

The temporary non-student employee must report to the Office of Human Resources on their first day of work to complete all necessary hiring paperwork.

#### **IV. 12 Hiring Independent Contractors/Consultants**

When required, independent contractors or consultants may be contracted to provide services through a formal contract or consultant agreement. Contact Accounts Payable for this arrangement.

## **V. EMPLOYMENT**

### **V. 1 Hours of Work**

The work week begins on Sunday at 12:00 a.m. and ends Saturday at 11:59 p.m. The business hours for Linfield University administrative offices are 8:00 a.m. to 5:00 p.m., Monday through Friday. Some individual department may operate on alternative schedules based on the nature of the services provided. Work schedules within the Sunday through Saturday workweek are determined by the nature of an employee's job in relation to the department's operational requirements.

### **V. 2 Mandatory Training**

All employees and volunteers are required to complete mandatory training within 30 days of hire. These trainings include: Boundary Invasion, Title IX and Sexual Harassment, FERPA, and Basic Safety Training. Additional trainings may be added and assigned to employees to meet operational, state or federal requirements.

### **V. 3 Personnel Files**

All faculty and staff of Linfield University will have a personnel file created as a part of the new-hire process. Personnel files will be maintained in the Office of Human Resources. Faculty members will have Academic Evaluations retained in the Office of Academic Affairs. All personnel files will be locked during non-business hours. Employees have the right, under procedures established by the Office of Human Resources and Office of Academic Affairs to review the contents of their personnel file and make copies of documents therein.

### **V. 4 Job Descriptions**

All employees job descriptions reflect the expectations, responsibilities, qualifications, and job-specific competencies of a position. Job descriptions are used in the recruitment process as well as during the annual performance evaluation process. Job descriptions are not static and require updating based on changing needs of the university. Job descriptions should always reflect actual functions being performed. At the time of hire, during the performance evaluation process or whenever it becomes necessary for a job description to be revised, the employee will be asked to sign the new job description, so they are aware of the expectations of their position. The signed job description is kept in the employee's personnel file.

### **V. 5 Performance Management**

Exempt and Non-exempt employees are evaluated annually through the Performance Management process. The annual performance evaluation process is an important part of the on-going communications between managers and employees. The process is based on an employee's job description and evaluates the competencies and skills needed to successfully perform within the job description of the position. The performance management process should be viewed as an opportunity to reflect, to listen, and to be heard. The annual review should not be considered the only opportunity to provide feedback. Feedback between the employee and their manager should be continuous throughout the year.

## **V. 6 Position Reclassifications**

A request for reclassification of a position can be submitted for review and consideration each spring when there have been substantial and permanent changes in job duties, job complexity and/or knowledge and skills required. Changes to a position can occur naturally over a period or as the result of organizational changes. A classification change is approved only to recognize significant and permanent changes in assignments. Typically, this means that 30% or more of the duties have changed. An employee must also meet the minimum qualification standards of any new classification. Employees with at least 6 months of continuous employment in their current position who believe their duties and responsibilities have substantially changed should discuss changes with their manager/supervisor. Reclassification requests, with manager/supervisor approval are submitted to the Office of Human Resources annually and become effective on July 1<sup>st</sup>. The Office of Human Resources notifies the employee and manager/supervisor of approval or denial of the reclassification request. The employee and their manager/supervisor will complete the employee's annual performance evaluation form based on the employee's current position for the review period being evaluated.

## **V. 7 Break in Service**

Regular status exempt and non-exempt employees who separate from employment and are subsequently re-hired within six months of their termination date will not be considered to have a break in service for the purpose of Paid Time Off (PTO) accrual. Eligibility requirements for other Linfield benefits will follow the guidelines based on each benefit the employee is entitled to receive. Employees who separate and are re-hired after six months of their termination date will be considered new employees and will be required to serve the introductory period and any applicable waiting periods in order to receive benefits.

A temporary status Linfield employee (not a temporary agency employee), who is subsequently hired to a position as a regular employee and did not have a break of more than one year in temporary employment with the university, will be granted continuous service credit from the date the employee originally started working in the temporary position. The employee will be credited time toward the university retirement contribution and the PTO service waiting periods. Any sick leave balance will be transferred to start a new PTO balance. The new PTO accrual will begin as of the regular status hire date.

## **V. 8 Employee Resignation**

A staff employee who resigns is expected to give written notice to their immediate supervisor and forward to the Office of Human Resources. A resignation letter should be submitted early enough to allow the university time to locate a suitable replacement for the position. If a staff employee leaves Linfield between the 1<sup>st</sup> and the 15<sup>th</sup> of the month, they will receive half of a PTO monthly accrual on the final paycheck. If a staff employee leaves Linfield after the 16<sup>th</sup> of the month, they will accrue a full monthly PTO accrual.

## VI. EMPLOYEE STANDARDS OF PERFORMANCE AND CORRECTIVE ACTION

### VI. 1 Corrective Action

Corrective action counseling is for the purpose of assisting the employee in understanding what performance standards are not being met and determining how the employee can improve their performance. The goal is to ensure that reasonable steps are taken to help employee correct a work-related performance problem, providing the employee the opportunity to succeed. The university will follow progressive corrective action.

The following examples are not intended to be all-inclusive standards and the university reserves the right, in its own discretion, to determine whether other conduct should be cause for discipline or discharge:

- Irregular attendance, unreliability, or excessive tardiness.
- Job abandonment or unavailability for work without an approved leave of absence, or failure to report to work for 3 consecutive days.
- Obstruction or disruption of teaching, research, administration, or university-sponsored activities by force of violence, or threat of violence.
- Physical abuse or the threat of abuse to another member of the university or guest at a university event.
- The willful commission of any act which is a crime under the laws of the State of Oregon or the United States and which results in a criminal charge and conviction in any court of competent jurisdiction.
- Theft or embezzlement or acting as an accessory to embezzlement of property, information, or money.
- Violation of safety regulations or in any way jeopardizing the health or safety of university employees, students, or oneself.
- Falsification of employment application or any university record.
- Failure to comply with directions from the President, Provost, Officers of the University or Deans when acting in the performance of their duties or refusing to follow supervisor's instructions.
- Removal of equipment or materials that belong to the university or a coworker, without prior authorization.
- Reporting to work under the influence of, or impaired by alcohol or drugs, unauthorized use of alcohol or drugs at work, illegal possession of drugs or distribution of illegal drugs or violation of the university's alcohol/drug policy.
- Acts of discrimination or harassment.
- Acts in violation of established policies or procedures.

## **VI. 2 Conflict Resolution**

Misunderstandings or conflicts can arise in any organization and should be resolved before serious problems develop. When such work-related issues occur, it is the university's intent to be responsive to our employees' concerns.

The employee may follow the procedure listed below, without prejudice, in order to resolve the conflict.

- 1) An employee is expected to make reasonable efforts to find solutions to the conflict with those persons most directly involved.
- 2) If the conflict cannot be resolved at the departmental level, the employee should seek a review of the conflict with the Director of Human Resources and, upon request of the employee, with the presence of a co-worker of their choice.
- 3) The employee may continue the resolution process with the next appropriate supervisory level in succession through the cabinet officer of the person making the complaint.
- 4) If satisfactory resolution is not forthcoming from the above procedure, an employee may file an appeal to the President through the Human Resources Office. The President shall then appoint a hearings committee comprised of persons who are acceptable to both parties and uninvolved in the conflict to hear the matter, or an outside mediator. The President shall make the final adjudication after reviewing the recommendation of the hearings committee.
- 5) In the event the parties fail to agree on the persons to be appointed to the hearings committee within 14 days of the date the appeal is filed with the President, then the President shall appoint such persons to the hearings committee as the President determines to be appropriate.

## **VI. 3 Staff Progressive Discipline**

### **Job Performance Counseling**

If unsatisfactory job performance develops, the employee and direct manager/supervisor will address the performance issues in an environment of mutual respect, and in a manner focused on personal responsibility and accountability, professionalism, and commitment. Managers/Supervisors will be sure that expectations have been clearly communicated and will gather and evaluate relevant information to determine whether corrective action is warranted. The purpose of corrective action counseling is to assist the employee in learning what performance (including on the job behavior) standards are not being met and to determine how the employee can improve their performance. The goal is to ensure that reasonable steps are taken to help the employee correct a problem, thus providing the employee the opportunity to succeed in their job. If a verbal or written counseling document is given to the employee, the manager/supervisor must advise the employee of the meeting and advise the employee of the meeting at least one (1) day in advance and advise them they may have an advocate.

Progressive, corrective action counseling will include:

1. At least one (1) Verbal Counseling (documented by the manager/supervisor and presented to the employee before being placed in the employee's personnel file).
2. Two (2) Written Counseling documents, which address rule violations, job performance issues, or implement a suspension from work.
3. All counseling documents are to be reviewed and approved by the Director of Human Resources before the supervisor may present the written corrective action to the employee.
4. An employee has five (5) working days to submit a counter statement to their manager/supervisor and Human Resources. A copy of the counter statement will be placed in the employee's personnel file.
5. An employee or manager/supervisor may make a written request for mediation/facilitation to the Director of Human Resources. The written request must state what has been done to correct the conflict to date and desired outcome. The Request will be reviewed, and a response provided back to the employee within five (5) working days. Mediation resolution may be from an internal or external source.
6. After three (3) performance counseling documents (1 verbal and 2 written) have been received; the next documented incident either verbal or written shall be grounds for termination of employment based on the employee's inability to meet established performance standards.
7. If three (3) years have passed since an employee's last performance counseling document was issued, the University will consider reestablishing the three-document sequence for progressive corrective action.

**VI. 4 Staff Discipline or Discharge for Cause**

- The following processes will be followed, to the extent deemed appropriate by the Director of Human Resources:
- Possible temporary suspension without pay pending investigation of alleged incident (if found innocent of allegations, the employee will receive pay retroactive to the date of suspension).
- During the period of investigation, the employee will have an opportunity to present their interpretation of the alleged incident.
- At the conclusion of the investigation the employee will be notified of their employment status including disciplinary action to be taken up to and including termination.

**VII. ELIMINATION OF A STAFF POSITION BY THE UNIVERSITY/REDUCTION IN FORCE (RIF)**

In the event Linfield University must reduce its workforce (eliminate staff positions) and if the reduction affects 50 or more employees, the university must give the affected employees a 60-day notice of the impending layoff. This complies with the Worker Adjustment and Retraining

Notification Act (WARN Act). The WARN Act does not apply if less than 50 employees are laid off.

The examples below are not all inclusive; there may be other circumstances that would result in the elimination of a position.

1. A position is eliminated because of technological or computerized systems that replace the work that the employee once performed. Or the need for the tasks performed by the employee no longer exist.
2. A position is eliminated because the University is unable to fund the position due to budget constraints, or budget shortfall, or lack of funding.
3. A position is combined with another position i.e., two part-time positions are consolidated into one, full-time position.
4. The closure of a department where some jobs are eliminated completely, and remaining jobs are transferred to another department.
5. The reorganization of a department, the restructuring of responsibilities resulting in the elimination of a specific job(s).

#### **VII. 1 Employees Displaced as a Result of a Reduction in Work Force**

1. If an existing internal position is open at the time of the RIF, and the displaced employee meets the minimum requirements of the open position, the displaced employee may apply for the position. If two or more displaced employees apply for an open position, the supervisor will select the most qualified person to fill the position. A supervisor is not required to hire a displaced employee.
2. A displaced employee who takes a lower paying position, may have a reduction in salary; this would be determined by the university on a case-by-case basis.
3. A displaced employee has the choice of either taking the open position or the university's severance package.
4. If no positions are open, the displaced employee is offered the university's severance package.

#### **VII. 2 Linfield's Severance Package Includes**

1. **Notification of job elimination:** 30 days' notice in writing to the employee.
2. **Vacation pay and PTO:** Payment of all unused and accrued vacation and PTO at the time of termination, up to a maximum of 120 hours or pro-rated accrual based on FTE.
3. **Severance pay:** Administrative employees will receive 5 working days of severance pay for every full year of work completed up to a maximum of 40 working days (at the employee's current rate of pay).
4. **Tuition remission:** Tuition remission eligibility ends when an employee separates from university employment. If the employee, dependent, or spouses/legal domestic partner

is enrolled at the time employment terminates, the tuition remission benefit will be prorated. For example, if a dependent is in the 8<sup>th</sup> week of a 15-week semester, and the university or the employee terminates employment, then the dependent will be eligible for 8/15<sup>th</sup> of the tuition remission benefit for that semester. No additional benefit will be provided.

5. **Health, dental/vision insurance:** At the time of layoff due to a reduction in workforce, an employee's insurance will cease at the end of the month of their termination. The university will provide two (2) months of COBRA premium to the employee based on Employee Choice benefits selection, and they will receive notification on how to continue any dependent medical, dental or vision coverage through COBRA after the employee's employment has ended.
6. **Outplacement services:** Employee Assistance Program services for three months after termination date.
7. **Rehire provisions:** If rehired within six months from termination, the following reinstatement policies are followed:
  - a. Length of Service for the purpose of PTO (non-exempt employees).
  - b. Employer Contribution – 403(b) – if the employee was receiving the Employer 403(b) contribution at the time of the separation, they will be eligible to immediately receive the employer contribution beginning with their first paycheck.
  - c. Benefit Coverage – the first of the month following their rehire date.

## VIII. BENEFITS

### VIII. 1 Mandatory Benefits

#### A. Workers' Compensation

All job-related injuries or illnesses must be reported immediately to the employee's supervisor and the Director of Environmental Health & Safety. Depending upon the severity of the injury, 911 or medical help will be called, or first aid applied. The failure to report an injury could result in the claim being delayed or denied. Linfield Public Safety or the Director of Environmental Health & Safety will investigate the accident and complete an incident report.

In the event an employee is injured in an on-the-job accident, the following steps are to be followed:

1. If professional medical treatment is required, the employee must fill out an Employer's Report of Occupational Injury Illness Form 801 **within 24 hours of the injury and return the form to the Office of Human Resources**. The Form 801 is available through the Office of Human Resources or the Facilities and Auxiliaries Services office.

2. An injured employee who is off work recovering must stay in contact with their supervisor and provide updates on their health status and provide an estimated date of return to work. Please review the [Return-to-Work Policy](#) which defines the processes and responsibilities for returning to work after a work related injury.

Linfield University provides employees who are injured on-the-job the opportunity to participate in an early return-to-work program. Early return to work is coordinated with the Office of Human Resources, the employee's doctor, and the university's workers compensation insurance carrier.

#### **B. Social Security (FICA)**

In accordance with federal law, the university and employee contribute a percentage of an employee's gross wages to Social Security based on federal guidelines. The percent is determined by the federal government and is subject to change.

#### **C. Unemployment Insurance**

The university has established a reserve account and reimburses the State Employment Division for unemployment benefits paid to former employees in accordance with the unemployment laws of the State of Oregon.

#### **D. COBRA (Consolidated Omnibus Budget Reconciliation Act)**

COBRA requires that employer group health plans allow people whose insurance coverage would ordinarily end under their group plan to continue coverage under the plan for certain qualifying events. The employee and/or dependents pay the full premium amount and any additional administrative fees for the continued coverage.

#### **COBRA Qualifying Events:**

An insured employee and their spouse, domestic partner, or dependent child(ren) may continue insurance coverage because of one of the following events:

- Termination of employment for any reason other than "gross misconduct"; or
- Reduction in hours of work

Additionally, a spouse, domestic partner, or dependent child(ren) of the insured employee may have rights to continue insurance coverage because of one of the following events:

- Divorce or legal separation
- Death of the covered employee or the covered retiree
- The employee or retired employee becomes covered under Medicare
- Loss of dependent child status under the terms of the plan

In these circumstances, it is the employee's responsibility to notify the university when their spouse, domestic partner, or dependent child is no longer eligible for benefits under the university plan.

### Portability Coverage:

Portability means that an employee with at least 180 days of continuous group health insurance may continue their health insurance coverage by enrolling in an individual policy offered through the current health insurance carrier. The employee will be notified by the health insurance carrier on how to convert to an individual plan.

## **VIII. 2 Employee Benefits**

Summary Plan descriptions for employee benefits offered by Linfield University to its employees are available in the Office of Human Resources or may be viewed on the Human Resources webpage at: [Human Resources Employee Benefits](#).

## **VIII. 3 Other Benefits**

### **A. Rest Period to Express Breast Milk**

Nursing mothers are provided an unpaid 30-minute rest break to express breast milk in a private location during each 4-hour work period, or major part of a 4-hour work period. This rest period is to be taken by the employee approximately in the middle of the work period. If feasible, the employee may take the rest period to express milk during a regularly scheduled rest period or meal period. An employee must provide reasonable notice to her supervisor or the Director of Human Resources that she intends to express milk upon her return to work from pregnancy/parental leave.

### **B. Staff Teaching Classes**

Full-time exempt and non-exempt staff who teach at the university during their normal office hours or in lieu of other responsibilities do so without additional compensation unless PTO leave is used. Exempt and non-exempt staff should not accept a teaching position if it will interfere with their regular administrative duties. Exempt and non-exempt staff are required to receive approval from their manager/supervisor and Vice President before accepting a teaching assignment during their normal office hours.

### **C. Professional Development**

The university provides opportunities for professional development, for example, by offering in-service training, subscribing to professional journals, and sponsoring administrative participation in local, regional and national conferences and relevant continuing education.

- Staff (exempt and non-exempt benefit eligible employees) may also enhance their professional capabilities through post-baccalaureate study. Provisions for graduate study are as follows:
- Work supported must be germane to the administrator's work at Linfield. The policy is not intended to provide for career changes.
- Course work taken at another institution must be at the post-baccalaureate level, must be taken at an accredited institution, and must not be available at Linfield; it need not be taken for a degree.
- Graduate level courses may be considered for reimbursement on a case-by-case basis depending upon available university funds.

- Proposals requiring course work at another institution are to be submitted through the employee's supervisor and Vice President to the President. The proposal needs to be approved in advance of enrolling in the course(s). The proposal must include written approval of the administrator's supervisor and a proposed study program and budget.

#### **D. Professional Development Leave**

The university grants Professional Development leave to improve the professional qualification of staff and to strengthen their performance at Linfield. Professional Development Leaves are granted at the discretion of the university to serve the interest of the university. Staff (Exempt and Non-exempt benefited employees) are eligible for a professional development leave after seven years of full-time service to the university. There is no implied or contractual obligation by the university to grant a Professional Development leave and are dependent on available funds. You may view the at: [Professional Development Leave Policy](#)

#### **E. Tuition Privileges**

Information regarding Tuition Remission Policies can be viewed on the Human Resources website at: [Tuition Remission and Exchange Policy](#).

#### **F. Library Services**

Information for the Library can be viewed on the Linfield web site at: [Library Services](#).

#### **G. Media Services**

Information for Educational Media Services can be viewed on the Linfield web site at: [EMS](#).

#### **H. Housing**

University-owned housing is available for employees to rent based on availability. Contact the Office of the Vice President for Finance and Administration for details on availability and rental terms.

#### **I. University Events**

Staff and faculty enhance the quality of their Linfield experience and that of students by involvement in student life. Campus events are excellent opportunities to interact with students beyond the scope of office and/or classroom contact. Because this is an important ingredient in the university's educational mission and because it is recognized that staff and faculty contribute to the education of students at all points of contact, staff and faculty and their family members are encouraged to attend cultural, educational and athletic events sponsored by the university. Many events are open to members of the university community free of charge. A Linfield identification card is used for access to Linfield athletic events, recreational use of the athletic complex, library services and discounts at the bookstore.

#### **J. Retiree Staff Status**

To qualify as a staff retiree, employees must be at least 62 years of age, with at least 5 years of employment with Linfield.

Benefits include:

1. Use of the university library.
2. Use of the university athletic facilities, when open with Linfield ID Card.
3. Use of the Linfield-designated parking spaces (i.e., parking lots), for personal vehicles with Linfield University Permit.
4. Admission (at Staff and/or senior rate) to all Linfield sporting, theatrical, and musical events, as well as lectures open only to the Linfield Community.
5. A Linfield email and Catnet account, per the Catnet account policy.
6. Participation in Retirement Reception Recognition.

## **IX. LEAVES**

### **IX. 1 Linfield University Leave Policy**

Linfield University provides a broad range of employee benefits to promote the health and general wellbeing of its workforce, including leave benefits so employees may take days off from work to address their own or family members' health needs, take care of personal matters, or enjoy a restful vacation.

This policy complies with Oregon Senate Bill 454 (Chapter 537, 2015 Laws).

#### **Personal Time Off (PTO) Leave for Benefits Eligible (.5 FTE and greater Exempt and Non-exempt) Employees**

Newly hired PTO eligible exempt and non-exempt employees will begin accruing PTO from date of hire but will not be able to use this benefit during the first 90 days of employment.

Exempt and non-exempt employees hired between the 1<sup>st</sup> and the 15<sup>th</sup> of the month will accrue a full monthly PTO accrual. If hired after the 15<sup>th</sup> of the month, PTO will accrue at half of the monthly PTO accrual rate for the first month only.

Exempt and non-exempt employees may carry forward up to 120 hours of PTO into the new year that begins on July 1. When scheduling your time-off through June 30<sup>th</sup>, employees must be sure to include hours accrued for the month of June in their calculation to ensure the balance on June 30 does not exceed 120 hours. Hours above 120 will be forfeited on July 1<sup>st</sup>, (the calculation for June will be indicated on the July 5<sup>th</sup> paystub).

Example: On the June 5<sup>th</sup> paycheck, the PTO balance is 110 hours. The accrual rate is 18.66 hours per month, which means the balance on June 30<sup>th</sup> is 128.66. The need to schedule 8.66 hours off for the month of June is needed to avoid forfeiting any PTO hours.

For both exempt and non-exempt employees, the number of PTO hours eligible for roll-over is subject to pro-ration based on the employee's FTE. For example, employees scheduled to work half time (.50 FTE) may carry forward up to 60 hours of PTO.

To prevent losing accrued PTO, employees should plan their use of paid leave and request time off well in advance. Fostering an environment of cooperation and mutual respect, employees will consider departmental needs when requesting time off, and supervisors will attempt to accommodate requests.

Employees must inform their supervisor and follow departmental procedures when requesting PTO for vacation and/or personal time off. Whenever possible, PTO must be scheduled in advance for time off for vacations, personal leave appointments or other foreseeable reasons. Employees have the sole responsibility to manage their use of PTO time to ensure that they have a balance to use for any scheduled and unscheduled absences. It is prudent to maintain a balance of PTO to have the ability to cover unforeseen absences. Use of PTO is subject to Manager approval, department staffing needs, and established departmental procedures. Excessive unscheduled absences will be monitored and may be an attendance issue and may subject the employee to disciplinary procedures. An employee may be counseled when the frequency of unscheduled absences adversely affects the operations of the department. The Manager may request that the employee provide a statement from his or her health care provider concerning the justification for an unscheduled absence. \* see Required Documentation and Notice for Medical Reasons on page 31.

All PTO (vacation, sick and personal time off) must be requested and recorded in the payroll time keeping system for supervisor approval. PTO balances will be reflected in the Human Resource Information System and employees may access on their self-service portal. PTO cannot be used when an employee is on Short Term Disability or Worker's Compensation.

Employees may request through their supervisor unpaid time off, however, employees are required to exhaust their available PTO prior to requesting unpaid leave. Such time off may be granted depending upon the department's staffing needs. An employee on unpaid time off for more than one calendar month must make arrangements at their expense to pay the total monthly health insurance premium, unless the leave is requested by the university for its convenience, or other laws required to the contrary. Human Resources must be notified in writing indicating the employee's name and dates off without pay, and supervisor's signature of approval. Excessive unapproved unpaid days off may be an attendance issue and may subject the employee to disciplinary procedures.

Employees are required to use available PTO when taking time off from work except for an officially declared university closure. Employees may not borrow against their PTO banks; therefore, an employee cannot go into negative PTO status. PTO time may not be cashed out, except upon termination.

Upon termination, if an exempt or non-exempt employee leaves between the 1<sup>st</sup> and the 15<sup>th</sup> of the month, PTO will accrue at half of the monthly PTO accrual rate. If an exempt or non-exempt

employee leaves between the 16<sup>th</sup> and the last day of the month, they will receive a full monthly PTO accrual.

Upon termination, up to a maximum of 120 hours (prorated based on FTE), of accrued unused PTO will be cashed out at the employee's regular hourly rate. Any balance above 120 hours will be forfeited.

### **Qualifying Absences for PTO**

PTO may be used for the following reasons:

- Vacation time.
- Personal time off.
- For an employee's mental or physical illness, injury, or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative medical care.
- For care of a family member with mental or physical illness, injury or health condition, care of a family member who needs a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventative medical care.
- For care of an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- For any Family Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA) qualifying purpose, including bereavement leave.
- For any purpose allowed under Oregon's domestic violence, harassment, sexual assault or stalking laws for the health and safety for the employee and the employee's minor child or dependent.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- In the event of the death of a family member, to attend the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- In the event of a public health emergency or closure of the employee's child's school or daycare by order of a public official due to a public health emergency, to provide self-service or care for a family member if the presence of the employee or family member in the community would jeopardize the health of the others as determined by a public health authority or by a health care provider, or if the employee is excluded from work by law due to health reasons.

- **Family Member Definition per FMLA and OFLA:**

FMLA and OFLA provides protected leave to care for a family member with a serious health condition. By law, family members include “spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee” or a “person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee’s same-gender domestic partner.” OAR 839-009-0210(7).

Children, both minors, and adults are covered by OFLA. However, a child’s age can impact OFLA eligibility depending on the basis for the leave request. In cases involving serious health condition leave, OFLA does not require that the child be less than 18 years of age. See ORS 659A.159(1). However, in sick child leave situations, the child must be under the age of 18 or have a substantial physical or mental impairment to qualify for leave. OAR 839-009-0210(2).

### **Required Documentation and Notice for Medical Reasons**

When the need to use sick leave is unplanned, all employees should follow departmental procedures and notify their supervisor of the need for leave before the start of the scheduled work shift. When an employee is absent for **more** than three consecutive scheduled workdays, independent documentation verifying the illness is required. Such absences may trigger the use of leave under the Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), or Short-Term Disability (STD), and the employee must contact the Human Resources Office.

For a planned medical leave, all employees should use best efforts to notify their supervisor of their absence as soon as practical. Employees should make a reasonable attempt to schedule their absence in a manner that does not unduly disrupt operations; including attempting to avoid scheduling during peak work hours or when work is time sensitive. Such absences may trigger the use of leave under the Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA), or Short-Term Disability (STD), and the employee must contact the Office of Human Resources.

### **IX. 2 Non-Exempt Employees – Benefits Eligible**

For Non-exempt employees that are benefit eligible Linfield provides PTO Leave that shall be used to report vacation, sick, and personal time off.

Non-exempt accrual rates for PTO are based on the non-exempt employee’s years of continuous employment with the university (see PTO leave chart below). Employees who are between a .50 and .99 FTE will accrue at a pro-ration of actual hours worked. Employees must **work** during the pay period month to earn the monthly hours’ accrual. Paid PTO hours do not count as hours **worked**. Unpaid leave does not accrue PTO.

PTO is paid at the employee’s regular hourly rate. PTO is not part of any overtime calculation. Employees are required to use available PTO when taking time off from work with the exception of an officially declared university weather closure. Employees may not borrow against their PTO banks; therefore, an employee cannot go into a negative PTO status. PTO time may not be cashed out, except upon termination.

Accrual rates are specified in the chart below:

**Non-Exempt Employees PTO Leave**

<b>Years of Service</b>	<b>Hours Per Month</b>	<b>Equivalent Days Per Year</b>
0+ Years of Service	11.33 Hours per Month	17 Days per Year
2+ Years of Service	12.00 Hours per Month	18 Days per Year
3+ Years of Service	15.33 Hours per Month	23 Days per Year
7+ Years of Service	16.66 Hours per Month	25 Days per Year
10+ Years of Service	18.66 Hours per Month	28 Days per Year

**A. Non-Exempt Employees Overtime Pay**

Non-exempt employees' workload will generally be organized in such a way as to minimize overtime. If an employee is required to work beyond eight (8) hours on a given workday, the employee may be scheduled for fewer than eight (8) hours of work on another day in the same work week so that total time worked during the work week does not exceed 40 hours.

Non-exempt employees must obtain their supervisor's approval prior to working any overtime. In accordance with federal and state wage and hour laws, non-exempt employees are paid for all time worked beyond 40 hours in a work week (Sunday through Saturday) at the rate of not less than one and one-half times the employee's hourly pay rate. Also, non-exempt employees are not permitted to use compensatory (comp) time off in lieu of pay.

**B. Non-Exempt Employees Call-Back Pay**

If an off-duty, regular non-exempt employee is called back to campus to work after they have punched out and left the campus, the non-exempt employee will be paid for a minimum of three (3) hours of work at one and one-half times their current hourly rate. The employee will be required to punch in using their regular method to record their hours.

**C. Non-Exempt Employees Timecards**

Non-exempt employees are required to record their hours worked in the payroll time keeping system (clock in and clock out each day) to keep an accurate account of time in, time out, holidays, paid and unpaid time off, jury duty, medical leave or bereavement. The non-exempt employees approve their timecards weekly in the payroll time keeping system. The supervisor will review and provide final approval of timecards weekly in the payroll time keeping system.

**D. Non-Exempt Employees Holiday Pay**

Non-exempt employees who are regular status and .50 FTE or greater will be paid Holiday pay. Holiday pay will be based on the Employees agreed upon work schedule, which may be less than or greater than 8 hours.

When any recognized holiday falls on a Saturday the university will observe the preceding Friday as the holiday. When any holiday falls on a Sunday, the university will observe the subsequent Monday as the holiday. The exceptions are New Year's Day and Christmas Day. Due to the

overlap of Winter Break, when Christmas Day falls on a Sunday, the holiday will be paid only *if* employees are called back to work on Sunday, and when New Year's Day falls on a Saturday, the holiday will be paid only if employees are called back to work on Saturday. In the event that an employee's regular work schedule (such as a LPS officer working a rotation schedule) includes a holiday that falls on a Saturday or Sunday, the employee will receive holiday pay for working the actual holiday, and not the "observed" holiday. No employee will receive holiday pay for working both the holiday and the "observed" holiday.

- **Pay for Working on a Holiday**

Non-exempt employees who are asked to work on a holiday shall receive agreed upon scheduled hours of holiday pay and will be paid at one and one-half times their current hourly rate for all hours worked.

- **Pay When Called-Back-To-Work on a Holiday**

Non-exempt employees who are called-back to work on a holiday, shall receive their agreed upon scheduled hours of holiday pay plus a minimum of three (3) hours of pay at one and one-half times their current hourly rate.

#### **E. Non-exempt Employee Travel Time**

Non-exempt employees who are required to travel on university business are compensated for actual travel time, according to state wage and hour laws. See OAR 839-020-0045.

For further clarification, contact the Office of Human Resources.

#### **F. Non-Exempt Employees' Meal Periods**

All non-exempt employees who work a normal eight-hour (8) day have one (1) unpaid hour for a meal break, which is scheduled by the individual department supervisor.

For work periods of at least 6 hours but less than 7 hours, the meal period is taken between the 2<sup>nd</sup> and 5<sup>th</sup> hour worked. If the work period is more than 7 hours, the meal period must be taken between the 3<sup>rd</sup> and 6<sup>th</sup> hour worked.

If a non-exempt employee is required or asked to perform work tasks during their meal period, then the employee is paid for the meal period and the time is recorded on the timecard. If an employee is required to work during the normal meal period, a supervisor may adjust the employee's work schedule to meet allocated labor hours and not incur overtime.

#### **G. Non-Exempt Employees Rest Periods**

Non-exempt employees working an 8-hour shift are to take one 15-minute paid rest period in the first half of the shift and one in the second half of the shift. Rest periods are scheduled at a time agreeable with the employee and the supervisor. Rest periods are paid and are to be taken in addition to and separately from the time allowed for meal breaks. Rest periods are not to be saved and used to leave early or arrive late.

### **IX. 3 Exempt Staff – Benefits Eligible**

For exempt employees that are benefits eligible, Linfield provides PTO that shall be used to report vacation, sick, and personal time off.

Exempt employees earn 28 days (18.66 hours per month) of PTO per fiscal year (July 1 - June 30). Exempt employees who are between a .50 and .99 FTE will accrue PTO pro-rated based on their specific FTE. Employees must **work** during the pay period month to earn the monthly hours' accrual. Paid PTO hours do not count as hours **worked**. Unpaid leave does not accrue PTO.

Employees are required to use available PTO when taking time off from work with the exception of an officially declared university weather closure. Employees may not borrow against their PTO banks; therefore, an employee cannot go into a negative PTO status. PTO time may not be cashed out, except upon termination.

Exempt staff must report PTO whenever absent from the campus for 4 or more hours in a workday.

#### **Examples for Exempt Employees Reporting Time:**

1. Employee has an 8am doctor appointment and does not arrive back to work until 2pm. The employee has been gone for 6 hours (assuming 1 hour for lunch). **Employee will record 5 hours of PTO.**
2. Employee leaves at 11am for a doctor's appointment and returns to the university at 4pm (assuming 1 hour for lunch). **Employee will record 4 hours of PTO.**
3. Employee leaves at noon to start their vacation early on a Friday afternoon (assuming 1 hour for lunch). **Employee will record 4 hours of PTO.**
4. Employee leaves at 1pm for personal business and does not return for the day (assuming 1 hour for lunch). **Employee will record 4 hours of PTO.**
5. Employee has an 8am doctor's appointment and returns to work at 10:30am. **Employee will record 0 hours of PTO.**

#### **IX. 4 Sick Leave for Non-Benefits Eligible Employee Groups**

##### **Non-exempt Employees Working Less Than .5 FTE and Non-exempt Temporary Staff**

Non-exempt employees will accrue 1 hour of sick leave per 30 worked hours, up to a maximum of 40 hours of sick leave. These employees may carry forward up to 40 sick leave hours into the new year that begins on January 1st. The sick leave hours bank will cap at a total of 80 hours and not accrue beyond 80 hours. In order to accrue sick leave, employees must record hours worked each pay period in the payroll time keeping system. All sick leave must be requested in the payroll time keeping system for supervisor approval. No sick leave will accrue unless hours worked are reported. Unused sick leave will not be compensated upon termination.

##### **Exempt Employees working less than .5 FTE, Exempt Seasonal Coaching Staff, Exempt Temporary**

Exempt employees will accrue 1 hour of sick leave per 30 worked hours, up to a maximum of 40 hours of sick leave. Employees may carry forward up to 40 sick leave hours into the new year that begins on January 1st. The sick leave hours' bank will cap at a total of 80 hours and not accrue

beyond 80 hours. In order to accrue sick leave, employees must accurately record average hours worked upon hire. If these employees work more than their agreed upon average hours, then these hours must be reported to Human Resources. No sick leave will accrue unless average hours worked are reported. Unused sick leave will not be compensated upon termination.

### **New Employees – Non-Benefit Eligible Employee Group**

Newly hired employees covered under this section, (i.e., temporary exempt and non-exempt non-benefited, and regular status employees below .50 FTE) will begin accruing sick leave from date of hire but will not be able to use their benefit for the first 90 days of employment. A maximum of 80 hours of sick time may be used during any calendar year. If an employee is rehired into a non-benefits eligible position within 6 months of separation, his/her sick leave bank will be reinstated. If an employee is moved from non-benefits eligible to a benefits eligible position, their sick time will roll into their PTO balance.

### **Qualifying Absences for Sick Leave - Non-Benefit Eligible Employee Group**

Sick Leave may be used for the following reasons:

- For an employee's mental or physical illness, injury, or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative medical care.
- For care of a family member with mental or physical illness, injury or health condition, care of a family member who needs a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventative medical care.
- For care of an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- For any Family Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA) for qualifying purpose, including bereavement leave.
- For any purpose allowed under Oregon's domestic violence, harassment, sexual assault or stalking laws for the health and safety for the employee and the employee's minor child or dependent.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- In the event of the death of a family member, to attend the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- In the event of a public health emergency or closure of the employee's child's school or daycare by order of a public official due to a public health emergency, to provide self-service or care for a family member if the presence of the employee or family member in the community would jeopardize the health of the others as determined by a public health authority or by a health care provider, or if the employee is excluded from work by law due to health reasons.

- **Family Member Definition per FMLA and OFLA**

FMLA and OFLA provides protected leave to care for a family member with a serious health condition. By law, family members include “spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee” or a “person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee’s same-gender domestic partner.” OAR 839-009-0210(7).

Children, both minors, and adults are covered by OFLA. However, a child’s age can impact OFLA eligibility depending on the basis for the leave request. In cases involving serious health condition leave, OFLA does not require that the child be less than 18 years of age. See ORS 659A.159(1). However, in sick child leave situations, the child must be under the age of 18 or have a substantial physical or mental impairment to qualify for leave. OAR 839-009-0210(2).

### **Required Documentation and Notice for Medical Reasons – Non-Benefit Eligible**

When the need to use sick leave is unplanned, the employee should follow departmental procedures and notify their supervisor of the need for leave before the start of the scheduled work shift. When an employee is absent for **more** than three consecutive scheduled workdays, independent documentation verifying the illness will be required. These absences may trigger the use of leave under the Family Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA), and the employee must contact the Human Resources Office.

For a planned medical leave, all employees should use best efforts to notify their supervisor of their absence as soon as practical. The employee should make a reasonable attempt to schedule their absence in a manner that does not unduly disrupt operations; including attempting to avoid scheduling during peak work hours or when work is time sensitive. These absences may trigger the use of leave under the Family Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA), and the employee must contact the Office of Human Resources.

### **Reporting Sick Leave**

All sick leave must be requested in the payroll time keeping system for supervisor approval. Sick time balances will be reflected in the employee’s self-service portal. Sick time cannot be used when an employee is on Worker’s Compensation.

## **IX. 5 PTO Donation Bank Benefit for Exempt and Non-Exempt Employees**

### **PTO Donation Overview**

Linfield University allows exempt and non-exempt employees to donate personal PTO hours to an institutionally held ‘PTO donation bank’, to be used by other eligible exempt and non-exempt employees to supplement absences due to certain (eligible) personal or family emergencies. Employees may donate at any time and are capped at 40 hours per calendar year. The employee making the donation must have at least 40 hours of accrued personal PTO balance remaining after the PTO donation is made. All donated PTO hours are anonymous and are non-recoverable after donation is made. Donated PTO hours are not able to be channeled directly to one specific employee in need.

### **Criteria to be Eligible to Receive PTO Donation**

Withdrawals can be requested when a benefit eligible employee experiences one or more of the following events:

- A catastrophic medical illness or emergency affecting employee or the employee's immediate family member that requires a prolonged absence from work, including intermittent absences related to the same condition that would result in a substantial loss of income and has exhausted all other paid leave options, and/or
- A catastrophic hardship (such as injury, significant loss of property) to employee or employee's immediate family member due to a major disaster, requiring that individual to take extensive time off to address.

An Immediate Family member for this purpose is defined as:

- spouse
- domestic partner
- child (biological, adopted, foster or stepchild)
- parent (biological, foster, step, custodial or non-custodial)
- parent-in-law
- sibling

This PTO Donation Benefit shall not be used to provide leave to employees who have a common illness or medical condition (including, for example, parental leave), or who has an illness or injury covered by a Linfield University-paid disability policy or worker's compensation.

### **Donating to the Institutional PTO Donation Bank**

Exempt and non-exempt employees who wish to donate PTO to the PTO Donation bank must complete the [PTO Bank Donation Form](#) to make a donation and submit the form to Human Resources. Donations may occur at any time and are capped at 40 hours per calendar year. The donating employee must have a balance of at least 40 hours of accrued PTO after making their PTO donation.

### **Requesting a Withdrawal from the PTO Donation Bank**

If an employee would like to request donated PTO due to a qualifying circumstance as listed above, they should inform their manager and complete the [PTO Bank Request Form](#) and submit the form to the Office of Human Resources. Human Resources will review the PTO donation request to ensure that the request meets the eligibility criteria. Human Resources will make final decisions on eligibility and the amount of PTO Bank withdrawals which will include consideration for Institutional PTO bank balance and anticipated length of absence.

### **Eligibility and other criteria to request PTO Bank Donation:**

- Employees will not accrue PTO while receiving this benefit.
- Employees who are benefits eligible to request hours from the PTO Donation Bank after one year of continuous employment with Linfield University (includes time spent on approved leave of absence).

- The maximum PTO benefit authorized is 20 business days (160 hours) in a one-year period.
- Employees must provide a medical certification form completed by a medical provider.
- Employees must be in good standing (not on a performance plan) and actively employed at the time of receiving any benefits from this program.
- PTO Donations are governed by IRS regulations which state that to qualify for PTO Donations you must exhaust personal PTO balance before receiving time from the PTO Donation bank.
- Employees may **not** use the PTO Donation bank to supplement pay while receiving Short Term Disability or Workers Compensation payments.

## **IX. 6 Family Medical Leave**

The university makes available statutory family and medical leave as prescribed by state and federal law. This section describes family medical leave under both federal and state laws. If there are greater rights under state law, the state law will apply. Consult Human Resources for further information.

### **Eligibility**

For an employee to be eligible for leave of absence under the federal Family Medical Leave Act (FMLA) the employee must have been employed by the university for 12 months or more and have a minimum of 1,250 hours. FMLA is tracked on a calendar year.

Under the Oregon Family Leave Act (OFLA), employees must have been employed by the University for 180 calendar days for an average of 25 actual hours worked per week. The number of days an employee is maintained on the payroll includes all paid and unpaid time. All “time worked” at the university will be counted toward the employee’s eligibility requirements. OFLA is tracked on a calendar year.

An employee taking leave to care for a newborn, adopted or newly placed foster child must only meet the 180-day employment requirement, regardless of the number of hours worked.

### **Pay During Family Medical Leave**

**Exempt, Non-exempt, Faculty** - Generally, statutory leave is unpaid. Employees are required to use all available accrued paid time off (PTO) for an FMLA qualifying event. In the case of an employee’s own serious medical reason, if they become eligible for short-term disability payments, Linfield will pay the employee until they become eligible on day 31, and the exempt and non-exempt employee will not be required to use PTO during that time period.

### **Qualifying Purposes**

An employee may request family or medical leave for the following reasons only:

- A serious health condition that prevents the employee from performing his/her job;
- The addition of a child to the family through birth, adoption, or placement by foster care, also known as *parental leave*;

- A serious health condition of the employee’s family member;
  - To care for a child with an illness which requires home care, but is not a serious health condition;
  - Exigent circumstances arising out of a qualified family member’s call to active duty or current active duty in the armed forces; or,
  - To care for a qualified family member who is recovering from an injury or illness as a result of their service in the Armed Forces.
  - Under OFLA (Oregon Family Leave Act), to attend the funeral of a family member, to make arrangements and to grieve the death of a family member.
  - Under OFLA, (Oregon Family Leave Act), pregnancy disability leave.
- **Family Member Definition per the FMLA and OFLA:**

FMLA and OFLA provides protected leave to care for a family member with a serious health condition. By law, family members include “spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee” or a “person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee’s same-gender domestic partner.” OAR 839-009-0210(7).

Children, both minors, and adults are covered by OFLA. However, a child’s age can impact OFLA eligibility depending on the basis for the leave request. In cases involving serious health condition leave, OFLA does not require that the child be less than 18 years of age. See ORS 659A.159(1). However, in sick child leave situations, the child must be under the age of 18 or have a substantial physical or mental impairment to qualify for leave. OAR 839-009-0210(2).

### **Maximum Duration of Leave**

Generally, eligible employees may take up to 12 weeks of statutory leave in a 12-month period. Additional leave may be available for specific statutorily authorized reasons. Intermittent or reduced schedule leave is available under certain circumstances. Leave to care for an ill or injured family service member can be extended up to 26 weeks in a 12-month period. Under OFLA, bereavement leave may be taken up to 2 weeks per bereavement event. The bereavement leave is counted against your OFLA entitlement.

When leave is taken for a condition which qualifies under more than one statutory leave law, statutory entitlements will be credited concurrently.

### **General Provisions**

A. Notice to employer - Generally, employees are required to give the university 30 days’ notice of their need for leave when it is foreseeable. If the reason for the leave is unforeseeable, employees must provide reasonable advance notice of the need for statutory leave. In an emergency situation, the OFLA provides that employees must give

verbal notice within 24 hours of starting a leave, followed by written notice within 3 days after return to work. Leave may be delayed or reduced if proper notice is not given. Employees must make a reasonable effort to schedule treatment for serious health conditions in a manner that does not unduly disrupt their department's operation.

B. Calculation period - The leave is calculated on a calendar year. Leave under OFLA runs concurrently with leave under FMLA in most circumstances.

C. Medical Certification - The university may require a medical certification of the condition necessitating leave. The employee will be required to provide the certification in a timely manner.

Under Oregon law, employees who use sick child leave on more than three (3) occasions in a 12-month period may be required to provide medical documentation from the child's doctor to verify that the child was ill and required home care for all subsequent uses of sick child leave in the 12-month period.

As provided by law, Linfield will request subsequent medical verification, but no more often than every 30 days and only in connection with absences by the employee where:

- 1) Circumstances described by the previous medical verification have changed significantly; or
- 2) Linfield receives information causing doubt upon the employee's stated reason for absence.

The university also reserves the right to require certification from a second or third health care provider, at the University's expense.

Employees requesting leave due to exigencies arising out of a covered family member's active duty or call to active duty must provide proof of the qualifying family member's call up or active service before leave is granted.

When returning from leave, the employee will be required to present certification to the Office of Human Resources from a health care provider that they are fit to return to work or of any restrictions on the employee's ability to safely perform the essential functions of the job.

D. Intermittent or reduced schedule leave - Generally, intermittent or reduced schedule leave is not available for family leave used for birth, adoption or foster placement. In other situations, where intermittent or reduced schedule leave is available, employees may be temporarily transferred to available alternative positions that better accommodate intermittent or reduced schedule leave.

E. Reinstatement - An employee returning from OFLA or FMLA will be restored to their former position if the job still exists, even if it has been filled during the employee's leave. The former position is the position held by the employee at the time leave began, regardless of whether the job has been renamed or reclassified. If the employee's position has been eliminated for a business reason, the employee may be restored to an available, equivalent position. An equivalent position is a position that is the same as the former position in as many aspects as possible.

F. Return to Work - Employees are expected to return to work on the date specified at the time of the request for leave. Employees are required to provide a note from their physician indicating their ability to return to work with or without restriction. If an employee fails to report to work as scheduled and has not received approval for an extension of leave by the Director of Human Resources, they will be considered to have voluntarily quit. Notification of availability to return to work prior to the planned return date should be made to the supervisor or Director of Human Resources within two days prior to the expected time of return.

G. Continuation of Benefits - Employees on leave are entitled to continue health benefits on the same terms and conditions as active employees for up to 12 weeks in a leave calculation year. The university will recover premiums paid on behalf of an employee who does not return to work for reasons other than a serious health condition of the employee or family member or other circumstances beyond the control of the employee.

H. Call-In - The university requires employees on statutory leave to call-in. If an employee is away from work because of an on-the-job injury or other medical leave the employee must call in based on the schedule designated by the employee's supervisor to report the employee's status, any changes in the condition, and, to receive any necessary information associated with the employee's job. Failure to call in may be grounds for discharge.

## **IX. 7 Domestic Violence Leave**

The university makes available domestic violence leave, as prescribed by state law, to obtain services or treatment relating to domestic violence, sexual assault or stalking of the employee, the employee's minor child or one of the employee's dependents. Purposes for this leave include obtaining medical care, counseling, advice from legal counsel, law enforcement assistance, or other steps to help better ensure the employee's health and safety.

### **Eligibility**

Domestic Violence Leave is available to all employees.

### **Maximum Duration of Leave**

The amount of leave time the employee is entitled to will be determined with consideration given to the level of hardship it places on the university.

**Pay During Leave**

Leave is generally without pay. However, during the employee's leave, the employee must utilize any other paid leaves provided by the university.

**Certification**

Before approving this type of leave, the employee may be required to provide documentation verifying the need for leave. Appropriate documentation includes but is not limited to a copy of a police report or documentation from an attorney who is assisting the employee with the matter. Documents will be kept confidential.

**Call-In**

The university requires employees on statutory leave to call-in to the Office of Human Resources and provide status of return to work.

**Return to Work**

The employee is expected to return to work on the date specified at the time of the request for leave. If the employee fails to report to work as scheduled and has not received an approval for an extension of leave by the Director of Human Resources, the employee will be considered to have voluntarily resigned.

**IX. 8 Military Leave**

Employees who are members of the military reserve or National Guard will be granted a leave of absence without pay for their mandatory training, or for any of the following reasons:

- Active military duty, active duty for training, initial active-duty training, inactive duty training, fulltime National Guard Duty, or fitness for duty examination.
- Employees must provide their supervisor with the Notice to Service documents, which will be forwarded to the Office of Human Resources to be retained in the employee's personnel file. Employees on military leave will be entitled to the following benefits:
  - The use of earned PTO pay for part or all of the leave period; and
  - If the leave is longer than one month, the right to continue health coverage by payment of premiums at no more than 100% of the premium (COBRA).

Employees on military leave, will be reinstated to their position, provided their service does not exceed five years and provided they are discharged under honorable conditions. Reinstatement is to the job the employee had, or an equivalent position or another position depending on the employee's length of service and qualifications. Reinstatement is with the benefit level the employee would have had if continuously employed with no break in service.

An employee may be required to provide documents to verify their rights to reinstatement, including military separation papers. An employee, who fails to report to work when discharged from the military, will be considered to have voluntarily resigned.

**Please contact the Office of Human Resources for leave request forms and/or further clarification of the policy and procedures.**

### **IX. 9 Personal Leave of Absence for Staff**

A staff employee may request a Personal Leave of Absence (LOA) without pay for personal reasons. The staff employee will need to complete the LOA form explaining the need for leave, and the beginning and end dates. The request is submitted to the staff's supervisor, who will review the request and determine if the department can function without the employee. The Divisional Vice President will review the supervisor's recommendation and determine if approved or denied. Before a final determination is made, the staff employee is required to meet with Human Resources to understand what happens with benefits during their absence and submit the LOA form. All staff are required to use all accrued PTO prior to entering into a no pay status.

### **IX. 10 Jury Duty**

Linfield grants leave with pay to benefit eligible employees who serve on Jury Duty or receive a subpoena to testify. Employees may keep payments received from the court. Employees are eligible for Jury Duty leave immediately.

### **IX. 11 Bereavement Leave**

#### Immediate Family Member

Bereavement Leave of five (5) working days will be granted to benefit eligible employees with pay upon notification to the employees' manager/supervisor in the case of the death of an Immediate Family Member. An Immediate Family member in this case is defined as:

- spouse
- domestic partner
- child (biological, adopted, foster or stepchild)
- parent (biological, foster, step, custodial or non-custodial)
- parent-in-law
- sibling

Immediate Family member definition is regardless of whether the relationship is by blood, marriage or domestic partnership. Employees are eligible for immediate family Bereavement Leave. Employees are required to exhaust their available PTO prior to requesting leave without pay. Please contact the Office of Human Resources for additional Bereavement Leave that is allowed under Oregon's Family Leave Law.

#### Extended Family Member

Bereavement Leave of three (3) working days will be granted to benefit eligible employees with pay upon notification to the **employees'** manager/supervisor in the case of the death of an Extended Family member. An Extended Family member in this case is defined as:

- sibling-in-law,
- grandparent
- grandchild
- aunt

- uncle
- niece
- nephew

Extended Family member definition is regardless of whether the relationship is by blood or marriage or domestic partnership. Employees are eligible for immediate extended family Bereavement leave. Employees are required to exhaust their available PTO prior to requesting leave without pay. Please contact the Office of Human Resources for additional Bereavement Leave that is allowed under Oregon’s Family Leave Law.

**X. PAY PERIODS**

**X. 1 Paydays**

All employees are paid monthly on the 5<sup>th</sup> of the month for the prior month. If the 5<sup>th</sup> falls on a Saturday or a Sunday, it is paid the Friday before.

Linfield strongly encourages all employees to enroll in direct deposit as their payment method. Employees have the ability to direct deposit funds in up to two accounts.

**X. 2 Observed Holidays**

The Director of Human Resources will announce the holiday schedule in January. The total number of paid holidays may vary from one fiscal year to the next.

Effective the date of hire, all benefited employees shall receive the following seven (7) paid holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day (Exempt and non-exempt employees)
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

When a holiday falls on a Saturday, the university will observe the holiday on the preceding Friday. When a holiday falls on a Sunday, the university will observe the holiday on the Monday following the holiday. Holiday pay will be based upon the employees’ agreed upon work schedule which may be greater than or less than 8 hours. Observed holidays are paid time off for exempt and non-exempt employees, who are regular benefited status and .50 FTE or greater.

• **Holiday Exception**

Labor Day and Memorial Day are taken as holidays except when the academic calendar requires offices to be open. In the latter event, if an exempt or non-exempt employee is required to work, they will receive a compensatory day off within 60 days of the holiday.

Once approved the employee's manager/supervisor will need to notify the Payroll Manager that a compensatory day off has been approved and the day off to be taken.

- **Holiday Pay Exception - Temporary Employees**

Temporary employees do not receive holiday pay. However, with prior approval from their supervisor, temporary hourly (non-exempt) employees are eligible for 1.5 times their regular hourly rate of pay if required to work on a Linfield observed holiday.

### **X. 3 Veteran's Day Holiday**

Employees who served on active duty in the Armed Forces for at least six (6) months and received an honorable discharge are eligible to take the Veteran's Day holiday off with or without pay. The employer shall allow an employee who is a veteran and who does not receive time off for Veteran's Day to choose, with the employer's approval, a single day off within the year after the Veteran's Day on which the employee worked as a replacement for Veterans Day to honor the employee's service.

### **X. 4 Winter Break**

Linfield University will be closed from December 26 through December 31. The total number of winter break days varies from year to year. The University pays regular status employees their regular rate of pay, based on their FTE during the campus closure. Employees are eligible to participate in Winter Break immediately.

Employees working in departments which, by the very nature of the function of the department, require employees to work during Winter Break AND are required by their supervisor to work any of those days, will receive their regular rate of pay for hours worked during that week and will be credited PTO days to be taken at another time during the employee's PTO year. The number of days credited equal to the number of winter break hours worked. The number of Departments covered under this provision include, but are not limited to, Linfield Public Safety, Facilities, Admissions, and University Advancement. The employee's manager will provide to the Payroll Manager a list of employees who are to be given additional PTO before January 1.

### **X. 5 University Closure Due to Inclement Weather**

All employees are expected to report to work unless the President closes the university due to weather conditions. If the University is closed, employees will receive their regular pay. When the university is open and an employee decides that weather conditions present a hazardous commute home with the approval of their manager, an employee who works less than the full scheduled workday because of hazardous driving conditions will be allowed to use PTO to cover the time missed, take leave without pay if no PTO is available or, if workload allows and with supervisor approval, make-up the missed time during the same workweek. Call 503-883-CATS for information regarding university and/or office closures.

Non-exempt employees, who are required by their supervisor to work when the President has closed the university, will be allowed to take the same number of hours off, with pay, during the same work week, if the supervisor deems the workload permits. If time-off cannot be taken

during the same week, the employee may request to take such time off with pay at a mutually convenient time during the employee's PTO year, (prior to July 1). If this option is elected the manager must communicate those PTO hours to Payroll for tracking purposes and notify the employee.

Encouraging an environment of mutual respect and understanding that the university must continue to operate effectively and efficiently, supervisors will attempt to give reasonable advanced notice of work week schedules and shift changes when circumstances reasonably permit.

## **XI. INSTITUTIONAL POLICIES**

### **XI. 1 Anti-Harassment and Sexual Harassment Policy**

#### **Policy Statement**

It is the policy of Linfield University to maintain a work and academic environment free from harassment for its employees, students, visitors, and vendors. Discriminatory harassment, including sexual harassment, is a violation of state and federal law. Linfield University complies to the State of Oregon Workplace Fairness Act which prohibits unlawful discrimination and harassment and provides a complaint procedure for employees. The Linfield University Workplace Fairness Act policy can be viewed at: [Linfield University Workplace Fairness Act Policy](#).

Linfield University will not tolerate any form of discriminatory harassment, including sexual harassment. Any and all complaints or allegations of harassment, including sexual harassment, will be investigated promptly. Appropriate corrective action will be implemented based upon the results of the investigation if violation of this policy is found to have taken place.

#### **Definitions of Harassment and Sexual Harassment**

Harassment is verbal or physical conduct that demeans or shows hostility, or aversion, toward an individual because of their race, color, religion, gender, national origin, age, sexual orientation, gender identity, or disability, or that of their relatives, friends, or associates that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Otherwise adversely affects an individual's employment opportunity.

Harassing conduct includes, but is not limited to the following:

- Verbal harassment such as epithets, derogatory comments or slurs, demeaning or sexually explicit jokes;
- Physical harassment such as assault, impeding or blocking movement, unauthorized touching or any physical interference with normal work or movement when directed at any individual;

- Visual forms of harassment such as derogatory, offensive or sexually suggestive posters, cartoons, pictures or drawings displayed in the workplace; and,
- Behavioral forms of harassment such as suggestive facial expressions or noises, leering or obscene gestures.
- Electronic versions of behavior described above.

Sexual harassment includes the following:

- Unwelcome sexual advances;
- Requests for sexual favors;
- Visual, verbal, or physical conduct of a sexual nature;
- Sexually suggestive conduct or statements from one of the opposite sex or same sex when:
  1. Submission to such conduct is made a term or condition of employment or the educational relationship;
  2. Submission to or rejection of such conduct is used as a basis for employment or education decisions affecting the individual; or
  3. Such conduct has the effect of unreasonably interfering with a student's or employee's work performance or creating an intimidating, hostile, or offensive working, educational, or living environment.

The terms *intimidating*, *hostile* and *offensive* are interpreted according to legal standards as determined by the law and are looked at from the viewpoint of *a reasonable person in similar circumstances as the complaining party*.

## **XI. 2 Academic Freedom**

As a university that prides itself on fostering academic freedom, including freedom of speech and freedom of conscience, Linfield especially recognizes these values insofar as they are in concert with the university's mission, where the classroom and learning environment is concerned.

Academic freedom and freedom of inquiry are values to which Linfield University subscribes and which it protects by prescribing boundaries on the extent to which university officials may regulate discourse, speech, and the articulation of conscientiously held beliefs. So long as an opinion is delivered in a civil manner that invites and respects argument to the contrary, academic freedom demands that the university protect its expression. Maintaining academic freedom requires an atmosphere of trust and mutual confidence such that dishonesty, intimidation, harassment, exploitation, and the use or threat of force are incompatible with the preservation of this freedom. Accordingly, substantiated charges of sexual or other kind of discriminatory harassment must be sanctioned both for the reasons articulated in the university's anti-harassment policy as well as for the protection of academic freedom itself.

Anti-harassment policies are not intended to limit the free exchange of opinions or the vigorous debate over ideas, except when harassment and intimidation preclude the very possibility for

maintaining an atmosphere of academic freedom. All members of the university are entitled to use speech to convey disagreement, agreement, inquiry, or commentary in keeping with the principles underlying constitutionally protected free expression. In particular, speech that is related to or uttered in connection with academic affairs or the expression of non-anonymous opinions in classrooms, open forums, papers, newspapers, or pamphlets will not constitute discriminatory harassment unless it is so severe or pervasive as to interfere unreasonably with an individual's work or academic performance or unreasonably create an intimidating, hostile, or offensive work or academic environment.

Specific issues related to faculty are found in the Faculty Handbook, Chapter X, Appendix C.

### **XI. 3 Alleged Anti-Harassment and Sexual Harassment Policy Violation**

Allegations of University Anti-Harassment and Sexual Harassment Policy violation should be reported to the Office of Human Resources (or in the case of Title IX as directed in the section that follows). HR will follow the appropriate processes or investigation.

#### **Reporting a Complaint (non-Title IX)**

If an individual believes he or she is the victim of harassment or sexual harassment or retaliation, they are encouraged to report the complaint immediately. The university has designated the Director of Human Resources to receive all employee complaints, **verbal** or **written**, of harassment.

#### **Anti-retaliation Statement**

Any form of retaliation against those who in good faith bring forward complaints or allegations, or who participate in an investigation of discrimination or harassment, is strictly prohibited.

#### **False Allegations Made in Bad Faith**

If the investigation reveals that a complainant, victim, or witness has made a knowingly false allegation in bad faith, disciplinary or other appropriate action against this person may be imposed.

#### **Investigative Procedures**

1. The Director of Human Resources is responsible for documenting the complaint and determining, with consultation, as deemed appropriate, and will conduct the investigation. In the event the harassment allegations personally involve the Director of Human Resources, the university will designate an alternate investigator.
2. The Director of Human Resources or other designated investigator will provide both parties the opportunity to present their side of the incident. The investigation will include separate interviews with the complainant, the accused, and any other relevant witnesses as appropriate under the circumstances. The Director of Human Resources may consult with the Vice President in charge of the accused employee's division to review the kinds of questions for both the accused and the complainant that might be specific to the circumstances of that division.

3. The Director of Human Resources, or other designated investigator, will consult with the Vice President (or designee) in charge of the accused employee's division prior to any corrective action against the accused. Corrective action if any, against the accused will be determined based on the seriousness of the offense, the employee's prior history and other relevant circumstances. The outcome of the investigation will be conceived as the preponderance of the evidence standard.
4. Upon resolution of the investigation, investigative reports, notes, evidence, and records will be maintained within the Office of Human Resources. Files not substantiated by an investigation will be maintained in a separate general investigation file, kept under lock and key, and no record will be included in the accused employee's personnel file unless later established as relevant to subsequent substantiated charges of harassment or retaliation. Documentation regarding disciplinary action taken as a result of a substantiated harassment complaint will be maintained in the employee's personnel file.

### **Corrective Action**

Appropriate corrective action will be initiated whenever the evidence warrants it. Violation of Linfield University's anti-harassment or sexual harassment policy will subject an employee to discipline up to and including termination of employment.

### **Counseling**

The university recognizes that employees may wish to seek counseling and discuss circumstances relating to possible harassment without initiating a complaint. Under these circumstances, employees may contact the university's 24-hour Employee Assistance Program benefit at: **1-800-356-7089**.

**You may find additional information at:** [Linfield Employee Assistance Program](#)

## **XI. 4 Title IX Policy Statement**

In keeping with its mission, Linfield University commits itself to creating an environment which aims to be violence free and fosters excellence in learning for its students and in work performance for its employees. Linfield University's expectations of civility among community members exceed those applied to the public at large. The Linfield University Sexual Misconduct and Relationship Violence Policy, while prohibiting offenses forbidden by Oregon law, also prohibits conduct that may not be a crime under Oregon law. As a result, Linfield also requires a higher standard of conduct for members of the Linfield community than those applied to the public at large.

No member of the University community shall engage in sexual misconduct or relationship violence against another member of the University or larger community. To this end, the University shall annually apprise its students, faculty, administrators, and staff of this policy, and inform them about the meaning, effects and consequences of sexual misconduct and relationship violence.

For the protection of the community, the University may take action against those who commit such misconduct. In taking action, the University will make every attempt to provide as much privacy for the reporting party(s) and the responding party(s) as possible. In fulfilling this policy and its procedures, the University shall seek to mitigate further harm experienced by a reporting party while balancing the need for appropriate procedural protections for a responding party. Should sexual misconduct or relationship violence be found to have occurred, the University will, to the extent it is able, identify and implement appropriate remedies and sanctions.

### **Reporting**

As mandatory reporters, all employees who become aware of potential harassment of others, which may be in violation of this policy, are **required** to report such conduct. All employees have an obligation to immediately report any potential instances of harassment involving employees or others to the Director of Human Resources.

If an employee believes they are a victim of harassment or sexual harassment or retaliation, he or she is encouraged to report the complaint immediately.

Linfield has established a committee, consisting of a Title IX Coordinator and Deputy Coordinators, each of whom have specific knowledge to respond to concerns. The university has designated the coordinator and deputies to receive all complaints, verbal or written, of harassment in the areas described above. Inquiries related to the matters identified above can be directed to the following:

#### **Title IX Coordinator:**

Susan Hopp, Vice President for Student Affairs and Admission

#### **Title IX Deputies:**

Mindy Larson, Professor of Education

Mary Ann Rodriguez, Vice President for Finance and Administration/CFO

Jane Samuels, Assistant Athletic Director/NCAA Compliance Officer

Jeff Mackay, Dean of Students

**State-licensed counselors and the university chaplain are immune from being compelled to divulge confidences. Any communication with a state-licensed counselor or the university chaplain, in their roles as counselor or chaplain, is not a complaint to the university and will remain confidential and will not result in an investigation.**

You may find the policy at: [Linfield University Title IX Policy](#)

### **XI. 5 Sex Offender Protocol**

The Campus Sex Crimes Prevention Act, and related Federal and Oregon laws, provide special requirements relating to registration and community notification for sex offenders who are enrolled in or work in institutions of higher education.

In general, any person required to register under a sex offender registration program must inform the Oregon State Police when that person is employed or is a student at any institution of higher education in Oregon. The State Police will notify Linfield Public Safety whenever it receives such information. In addition, under certain circumstances, community corrections personnel are required to provide notice regarding registered sexual offenders in the local community.

### **Statement of Sex Offender Protocol**

Linfield wants its campuses to be a safe setting in which to learn, live and work. To safeguard the well-being of its campus communities, this protocol specifies how Linfield will respond when notified that a registered sex offender is employed by or enrolled at the university. If warranted by the particular facts of any such notification, the university may modify any aspect of this protocol, which will also apply to the extent possible when the university is informed of any registered sex offender's presence on campus.

#### **A. Registered Predatory Sex Offender Protocol**

Registered predatory sex offenders are prohibited from entering upon Linfield property, using any Linfield facility, or attending any Linfield event regardless of whether the property, facility or event is open to members of the Linfield community, including family members of the Linfield community and/or the general public.

#### **B. Registered Sex Offender Protocol**

1. When a student or employee is identified as a registered sex offender, but has not been designated as a predatory offender, an appropriate university representative will consult with the Oregon State Police Sex Offender Unit and the sex offender's parole officer, if any, in order to ascertain the level of risk to the campus community posed by the student or employee and to determine if a plan to manage such risk can be developed.

2. In assessing the level of risk and in developing the university's action regarding the individual, the following factors shall be considered:

- a) The risk assessment and recommendations of the sex offender's parole officer.
- b) The interests of the campus community in maintaining a safe learning, living, and work environment versus the privacy needs of the individual.
- c) The venue of the offender's educational program or work assignment (e.g., whether the registered sex offender would have close contact with any individuals in a private setting).
- d) Other factors applicable to the individual sex offender, and the work, academic and/or living environment.

3. Subject to the development of a plan for managing risk, as a condition of continued student enrollment and/or employment, the registered sex offender will be required to enter into a Behavior Contract with the university.

4. The Provost and Vice President for Academic Affairs, the Vice President for Student Affairs, and/or Director of Linfield Public Safety may work with other appropriate departments on campus if notification is considered necessary. Depending on the circumstances, the following may be included in the notification process: the President, the Provost and Vice President of Academic Affairs, Deans, individual faculty members, the Director of Housing, the Director of Student Health, Wellness and Counseling, the Assistant Director of Student Activities, the Vice President for Finance and Administration, the Director of Admission, persons serving as direct supervisors of the sex offender, and other administrators, faculty and staff as necessary. Information which may be disclosed includes, but is not limited to, the person's name and address; a physical description of the person; the type(s) of vehicle(s) that the person is known to drive; any conditions or restrictions placed upon the person's probation, parole, post-prison supervision or conditional release; a description of the person's type of offense; a current photograph of the person; and the name and telephone number of the person's parole and probation officer.

5. The registered sex offender's compliance with the terms of the Behavior Contract will be reviewed on a regular basis as determined by the university. At any time, the university may modify the Behavior Contract (for example, to address changes in a student's course schedule, residential life assignment, or an employee's job assignments). Further appropriate notification(s) will be made if necessary.

6. A copy of the Behavior Contract will be forwarded to the appropriate parole officer and the Director of Linfield Public Safety.

## **XI. 6 Drug and Alcohol Policy**

Linfield University seeks to assure the health and well-being of the entire university community. Consistent with that commitment and in compliance with its obligations under the Drug Free Schools and Communities Act and its regulations, 34 CFR Part 86, the University intends to increase staff, student and faculty awareness of the risks of the use and abuse of alcohol and drugs. The University also offers an Employee Assistance Program to employees and their families.

### **Policy Statement**

In keeping with its responsibilities under the Drug Free Schools and Communities Act and with the mission of the university, Linfield is committed to providing an environment which is safe and fosters excellence in learning for its students and in work performance for all of its employees. The unlawful possession, use or distribution of illicit drugs, and the use of alcohol and marijuana by employees on Linfield property or as part of any of its activities is prohibited. Additionally, the misuse or unlawful use, possession, transportation, distribution, manufacture, or sale of alcohol

and other drugs and marijuana is prohibited on property owned or controlled by the university, or while representing the university on business or in other university sponsored activities.

Employees may not consume or store alcohol, marijuana or illicit drugs on university owned or controlled property, including offices.

This policy does not prohibit the **lawful** use of alcohol at **university sponsored events and programs** by individuals of legal drinking age, provided that the use is specifically authorized in writing by the Vice President for Finance and Administration and further provided that the use is moderate and does not lead to intoxication.

### **Drug and Alcohol Testing**

The university reserves the right to administer or require an alcohol or drug test when an employee displays suspicious behavior consistent with intoxication or abuse of alcohol or drugs, when an employee is the cause of, or is involved in, a workplace accident or injury except where it is clear that the employee could not have contributed to the accident or injury. The Director of Linfield Public Safety and the Director of Human Resources will investigate and document all suspicious incidents and accidents, receive test reports, and review the findings with the appropriate university Officer and/or Legal Counsel.

### **Sanctions**

Any student or employee in violation of this policy will be subject to disciplinary sanctions which could include expulsion or termination of employment. Pursuant to its responsibilities under the Drug Free Schools and Communities Act, the University will evaluate whether to refer any violations for possible prosecution. A disciplinary sanction may also include the completion of an appropriate rehabilitation program.

### **Resources**

The following resources may be of help to people with substance abuse problems or to their friends and family:

Alcoholics Anonymous .....	503-472-1172
Alcohol & Drug Helpline.....	1-800-923-HELP or (Spanish Helpline) 1-877-515-7848
Al-Anon/Alateen (for friends & relatives of alcoholics).....	888-425-2666
Cocaine Anonymous .....	503-256-1666
Substance Abuse Helpline .....	1-800-888-9383
Narcotics Anonymous .....	503-990-0861
Crisis Hotline-NW Human Services .....	503-581-5535 or 800-560-5535

### **Investigation Procedures**

The university reserves the right to administer an alcohol or drug test for reasonable suspicion when an employee is the cause of, or is involved in, a workplace accident or injury or when an employee displays suspicious behavior. The Director of Linfield Public Safety and the Director of Human Resources will investigate and document all suspicious incidents and accidents, receive

confidential drug test reports, and review the findings with the appropriate university Officer and/or Legal Counsel.

### **Corrective Action**

Violation of Linfield University's drug and alcohol policy will subject an employee to disciplinary action up to and including termination. Employees with substance abuse problems can voluntarily participate in a rehabilitation treatment program. The university provides a confidential Employee Assistance Program, which can refer employees for treatment. In addition, the treatment for alcohol or chemical dependency may be covered under the employee's health insurance plan. The University encourages students and employees who use illegal drugs or who abuse alcohol to seek appropriate assistance.

### **XI. 7 Violence in the Workplace**

The university prohibits any acts or threats of violence by employees, former employees, students, former students, or any individual coming onto university property or attending university -sponsored functions or activities.

The university is committed to providing a safe and healthy work and academic environment. To this end, the university has established safety and security protocols. The university will take **immediate action** when an employee or student displays or threatens violent behavior, or when obscene, abusive, or threatening gestures or words are used, or a weapon or firearm is displayed. **Immediate action** includes Linfield Public Safety, notifying the police, enforcing restraining orders and/or prosecuting violators.

All employees and students have a **duty to warn** the university of any suspicious or questionable behavior or activities. Suspicious or questionable behavior may include threats of violence, aggressive behavior and intimidating conduct. An individual who comes forward to report or complain of a violent or potentially violent person will be protected from retaliation.

### **XI. 8 Weapons Policy**

In keeping with its mission, Linfield University wants to provide a safe environment to foster excellence in learning for students and work performance for employees. Therefore, the possession or use of any firearm or other weapon (including but not limited to those listed below) is prohibited on any university property, in any vehicle on a university property, and at any university sponsored event at any location. This policy also applies to anyone possessing a valid permit to carry a concealed weapon.

Authorized law enforcement officials, in the performance of their duties, are exempt from this policy. Off duty law enforcement officials are required to notify Linfield Public Safety if they are carrying a concealed weapon while not on duty.

Prohibited weapons include: ammunition; explosives in any form; propellant guns of any kind, including bb guns, pellet guns, Air Soft guns, paint ball guns, 'potato guns' and others; knives (folding or pocket knives of no more than 7 inches in length when fully open are permitted), swords, hatchets and axes; 'fighting sticks', 'nunchuks,' 'throwing stars' and other martial arts weapons; brass knuckles, Tasers, or any other weapon, as determined by Linfield University

except as they may be used in the education process as authorized by Linfield Faculty and Linfield Public Safety.

Any student or employee found in possession of a prohibited weapon will have it confiscated by Linfield Public Safety. Confiscated weapons will be retained in locked storage by Linfield Public Safety pending an appropriate disposition and adjudication by either the Office of Student Affairs (for students) or the Office of Human Resources (for employees). Any student who violates this policy is subject to disciplinary action up to and including suspension. Any Linfield employee who violates this policy is subject to disciplinary action up to and including termination of employment.

Visitors or other persons found in possession of a prohibited weapon will be asked to leave campus (or university-sponsored event) and not to return with the prohibited object. In some instances, such person(s) may be directed not to return to campus under any circumstance. Failure to comply with this policy will result in Linfield University engaging the assistance of local police authorities.

## **XI. 9 Conflict of Interest Policy**

### **General Statement**

The university believes that full disclosure is an important key in preventing conflicts of interest. The person who articulates the extent and nature of an actual or potential conflict will often be the first to recognize and to take steps to avoid it.

It is the policy of the university to ascertain and deal with situations in which the personal financial interests of individuals may be in conflict with the interest of the university. Therefore, the university requires disclosure when an actual or potential conflict of interest may be present.

It is expected the decisions of the trustees, the officers of the university, members of the faculty, administration and staff (hereafter *members*) will be guided by a desire to promote the best interests of the university and the public good with the understanding that the university's financial integrity is to be protected and advanced at all times.

The policy affirms this expectation that all members of the university community will conduct themselves, when representing the financial interests of the university, in an ethical manner in both internal and external relationships between and among members and in relationship with governmental agencies, vendors, and the general public.

Potential conflicts of interest and/or conflict of interest transactions do not constitute a violation of this policy if full disclosure is provided in advance and meets the following requirements:

- Upon full disclosure, the university **may** approve a Conflict-of-Interest transaction or arrangement if:
  1. The transaction or arrangement is fair and reasonable to the university, is in the university's best interest and for the university's own benefit; and
  2. The university cannot obtain a more advantageous transaction or arrangement with reasonable efforts under the circumstances.

If the transaction or arrangement is found ***not to be in the best interest of the University*** as provided in Sections 1 and 2 hereof, the transaction or arrangement will not be approved.

This policy provides definition and examples of conflicts of interest. It sets forth procedures to be followed in disclosing potential and actual conflicts of interest and a process for their disposition. Since the appearance of a conflict of interest can be as important and damaging as the reality, this policy will aid members in identifying, evaluating, correcting and avoiding potential and actual conflicts of interest.

### **Definitions and Examples of Conflicts of Interest**

1. Conflict of Interest Transaction. A conflict-of-interest transaction is a transaction with the university in which a member of the university has a direct or indirect interest.
2. Potential Conflict of Interest. A potential conflict of interest exists when a member has the ability to influence the university's business, administrative, academic or other decisions in ways that could lead to personal financial gain or advantage or to the gain or advantage of the member's immediate family.
3. Indirect Interest. For the purposes of this policy, a member has an indirect interest in a transaction if:
  - a. Another entity in which the member has a material interest or in which the member is a general partner, is a party to the transaction; or
  - b. Another entity of which the member is a director, officer or trustee is a party to the transaction, and the transaction is or should be considered by the board of trustees of the university
4. Immediate Family. Immediate family is defined as the member's spouse, children of the member and of the member's spouse, brothers, sisters and parents of the member and the member's spouse, relatives living in the household of an immediate family member.
5. Incidental Income. Incidental income is less than \$500 per year.
6. Material Interest. Material interest is an ownership interest of five percent or more.
7. Substantial Gift. A substantial gift is one involving cash, services or accommodations of \$50 or more in any one event.

### **General Considerations**

1. Members and/or their immediate families involved in business ventures as owner, holder of a Material Interest, operator, and officer of member of the Board of Trustees must be alert to the possibility that a conflict may arise if a business relationship is proposed with the university.
2. If the entity does or potentially may do business with the university, and a member and/or their immediate family has a material interest, the member is expected to disclose

the relationship. Generally, there will be no actual conflict of interest if the member and/or their immediate family are not in a position to influence the university with respect to the potential business.<sup>3</sup> A member and their immediate family may not review, approve, or administratively control a transaction or arrangement: (a) when the transaction or arrangement is between the university and an entity in which the member and his or her immediate family has a material interest; (b) when the transaction or arrangement is with the member or member's immediate family; (c) when a member or their immediate family member is a director, officer, or employee of the entity and is directly involved with the transaction or arrangement, or (d) has a material interest in the entity.

Members from entities, with which the university does or is, considering doing business, may accept no substantial gifts or accommodations of any kind.

### **Potential Conflicts Requiring Prior Disclosure and Approval**

A. The university will disapprove the transaction or arrangement if it is not determined to meet the requirements (tests) of this policy

The following are examples of activities, which have the potential to create conflict of interest transactions, which should be disclosed, reviewed and approved prior to being undertaken. These examples are illustrative rather than exhaustive, addressing potential area where conflicts may arise.

Example 1:

A member may not use the resources of the university whether physical facilities, equipment, human or other resources for a purpose in which the member and/or their immediate family has a material interest or could lead to financial gain without prior disclosure and approval.

Example 2:

A member may not directly or indirectly lease, rent, trade or sell real or personal property to the university without prior disclosure and approval.

Example 3:

A member may not possess a material interest in or participate in the profits of any entity that deals or seeks to deal with the university without prior disclosure or approval. Ownership of stock in a company doing business with the university, which is traded on a recognized public exchange, is not a conflict-of-interest transaction unless the stock held by the member constitutes a material interest.

Example 4:

A member may not accept an appointment as a director, officer, or employee of a commercial, industrial, business, financial or other entity which is currently involved with a transaction or arrangement with or seeking to enter into a transaction or arrangement with the university, without prior disclosure and approval.

Example 5:

A member may not require other members to purchase a product in which the member has a proprietary interest and from which the member will receive more than incidental income.

**Process for Disclosure**

The process for conflict-of-interest transaction disclosure and approval is as follows:

1. **Trustee:** It is each trustee's responsibility to ensure that the Board of Trustees is made aware of potential and/or actual conflict of interest transaction involving the trustee or the trustee's immediate family. Each trustee shall (a) annually be given a copy of this policy; (b) disclose potential and actual conflict of interest of the trustee and the trustee's immediate family using the form provided; and (c) acknowledge this policy at the time of their original election to the Board of Trustees and affirm that they are in accordance with the letter and spirit of this policy using the form provided.

When any interest of a trustee of the university poses a potential and/or actual conflict with the trustee's responsibilities to the university, the trustee will promptly call the material facts of the transaction and consideration of or voting on the matter that poses the potential and/or actual conflict. The trustee shall abstain from participation in consideration of the proposed transactions, except to the extent the committee, board or administration requests information or interpretation thereof. The involved trustee shall not vote, be present at or participate in discussion, or be present during the vote on the involved conflict. The official minutes of the meeting shall reflect that a disclosure was made, that the trustee abstained from any participation in the matter and the trustee was not present during the vote thereon.

2. **Faculty:** A faculty member shall bring the material facts of the transaction and the faculty member's interest therein to the attention of the Provost and Vice President of Academic Affairs. A disclosure will be made as appropriate.
3. **Staff:**
  - a) Each exempt or non-exempt staff member shall bring the material facts of a transaction and the staff member's interest therein to the attention of the department head. The department head will forward the disclosure to the appropriate supervisor serving on the President's Leadership Team.
  - b) The Divisional Provost/Vice President shall bring the material facts of a transaction and their interest therein to the attention of the president.
  - c) The President shall bring the material facts of a transaction and the President's interest therein to the attention of the chair of the Board of Trustees who shall bring the matter to the attention of the Executive Committee of the Board of Trustees.
  - d) A disclosure shall be made by completing and submitting the, Conflict of Interest questionnaire available online at: [Linfield Conflict of Interest Questionnaire](#).

### **Process for Approval**

1. Each disclosure form filed will be reviewed either by the Provost and Vice President of Academic Affairs or the Vice President for Finance and Administration, the President, or the executive committee of the board of trustees, (the “reviewing authority”), as appropriate.
2. The transaction or arrangement may be approved if the reviewing authority determines that:
  - a) The transaction or arrangement is fair and reasonable to the university, is in the university’s best interest and for the university’s own benefit; and
  - b) The university cannot obtain a more advantageous transaction or arrangement with reasonable efforts under the circumstances.
3. The reviewing authority may impose such additional conditions and restrictions, including a plan detailing such elements, as are determined to be appropriate by the reviewing authority to ensure nonparticipation in the transaction or arrangement by the member or his or her immediate family and to avoid any other negative effects as are determined to be appropriate by the reviewing authority.
4. A decision by the Provost and Vice President for Academic Affairs or Vice President for Finance and Administration may be appealed to the President. The decision of the president and Executive Committee shall be final.

### **Consequences of Violation of this Policy**

Conduct by a trustee that violates this policy, shall constitute a breach of their role as a trustee and will be referred to the Committee on Trustees. The Committee on Trustees shall review the matter and report thereon with recommended action to the Board of Trustees.

Conduct by an employee member in violation of this policy is inappropriate under the *Employee Standards of Performance and Corrective Action*, Section V.9 of this chapter and will lead to disciplinary action as set forth therein.

### **XI. 10 EthicsPoint**

A basic principle of Linfield University is to ensure our finances are handled in a safe, secure and ethical manner. Linfield prides itself on making decisions and utilizing financial resources ethically, and we welcome your observations and suggestions. Honest and open communications are essential to Linfield.

An email is distributed on an annual basis to the Linfield community as a reminder of the Linfield reporting system in place to foster communication related to financial resource matters. The system – called EthicsPoint – allows employees, students and others to report financial issues or concerns in an anonymous and confidential manner. By logging onto [www.ethicspoint.com](http://www.ethicspoint.com), employees can file a report, offer a suggestion or voice a concern. Online instructions on how to use the system are readily available. Employees may also access the website at: [EthicsPoint](#), or by calling 800-677-0129. This is a fast, easy and confidential process.

Employees may direct their questions to the Director of Human Resources.

### **XI. 11 Consensual Sexual or Romantic Relations**

There are special risks in any sexual or romantic relationship between individuals in inherently unequal positions. In the university context, such positions include but are not limited to faculty and student, supervisor and employee, senior faculty and junior faculty, advisor and advisee, coach and athlete, and individuals supervising the day-to-day student living environment and student residents. Because of the potential for conflict of interest, exploitation, favoritism, and bias, such relationships may undermine the real or perceived integrity of the supervision and evaluation provided, and the trust inherent particularly in the faculty-student context. Moreover, these relationships may be less consensual than the individual whose position confers power believes. The relationship is likely to be perceived in different ways by each of the parties to it, especially in retrospect.

Such relationships also have the potential to cause harm to others in the academic or work environment. Relationships in which one party is in a position to review the work or influence the career of the other may provide grounds for complaint by third parties when that relationship gives special access or advantage, restricts opportunities for others, or creates a perception of these problems. Furthermore, circumstances may change, and conduct that was previously welcome may become unwelcome. Even when both parties have consented at the outset to romantic or sexual involvement, past consent does not remove grounds for a charge based upon subsequent unwelcome conduct.

In the interest of maintaining high standards of professional conduct, and of avoiding behavior that could interfere or could easily be construed to interfere with the discharge of an employee's professional responsibilities, Linfield University prohibits sexual or romantic relationships between any university employee and a student or between any supervisor and a subordinate, even when the parties have consented to enter into such a relationship. This policy applies to an employee and a student even when no actual or apparent professional relationship exists at the time, because the potential always exists for the involved employee to be placed unexpectedly into a position of responsibility concerning the student (e.g., instruction, evaluation, and counseling, coaching, and advising).

Any university employee involved with a student or supervisor involved with a subordinate in violation of this policy will be held accountable and may be subject to discipline, up to and including dismissal, and must be reported to the Office of Human Resources.

#### **Exclusions and Clarifications**

1. Relationships between individuals married to each other or in a domestic partnership are exempt from this policy.
2. A part-time student employee of the university in a consensual relationship with another student is exempt from the above policy.
3. This policy does not apply to a supervisor and a non-student employee who is not a subordinate and must be reported to the Office of Human Resources.

4. A Linfield student who within one year after graduation becomes employed by the university and is dating a Linfield student at the time of employment offer is not expected to end that relationship unless the job responsibilities include supervision, instruction, counseling, coaching or advising. This includes any position where the employee has authority over the student in the decision of any matter that may directly affect the academic status, evaluation, employment or promotion of a student. When such a pre-existing relationship exists, the new employee must notify their immediate supervisor and the Director of Human Resources at the time of their employment. If the pre-existing relationship ends, the employee is subject to this policy and is prohibited from entering other romantic relationships with students.

## **XI. 12 Conference and Event Planning**

The Office of Conference & Event Planning is a resource for all faculty, staff and students to utilize while planning an event on campus. Event organizers will assist to coordinate food service, lodging and/or meeting space for programs that occur on the campus but are beyond the academic or student programming of the university. While overnight lodging is normally restricted to summer months only, particularly for groups, meeting rooms are available throughout the year.

- Set-up for Campus Events

The Office of Conference & Event Planning will assist sponsors of events and programs by arranging for delivery of items such as portable tables, folding chairs, etc. as available. Portable sound system and audiovisual equipment is coordinated through Educational Media Services at [ems@linfield.edu](mailto:ems@linfield.edu). All events with space requirements are to be arranged through the Office of Conference & Event Planning at [reserve@linfield.edu](mailto:reserve@linfield.edu), allowing a minimum of five working days prior to the event.

- All reservations are required to be made using 25Live Reservations via [Conference and Event Planning](#), including set-up for campus events, university calendar, and activities room reservations. One-stop-shop allows users to request all of the items and arrangements they need, including catering, Linfield Public Safety, etc.
- University Calendar and Activities Room reservation requests for the McMinnville or Portland campus, and calendar requests, can be made via [Conference and Event Planning](#) and the campus wide scheduling software at: [25Live Reservations](#). For system training or additional event related questions, please contact [reserve@linfield.edu](mailto:reserve@linfield.edu) or 503-883-2448.

## **XI. 13 Public Relations**

The Chief Marketing Officer/AVP for Strategic Communications is the only person authorized to release information to the media. Individual offices occasionally receive calls from the media regarding their direct responsibilities. Administrators should use professional judgment to determine whether the question should be answered by the person receiving the call, that person's supervisor, or the Chief Marketing Officer/AVP for Strategic Communications. In any event, the Chief Marketing Officer/AVP for Strategic Communications should be informed of any media inquiries.

#### **XI. 14 Publications**

The Chief Marketing Officer/AVP Strategic Communications is responsible for all publications that are distributed off campus. All administrative offices and academic departments must clear such publications with the Chief Marketing Officer and AVP for Strategic Communications.

#### **XI. 15 Grants**

All Linfield employees are encouraged to alert the university to funding opportunities that would benefit the institution. The first step is to share such ideas or information with a supervisor. All fund raising must be approved by the appropriate Vice President and/or the Office of University Advancement. This process of consultation is important in order to avoid duplication of effort or conflict in solicitation by different persons and to focus finite resources on the university's top priorities.

The Office of University Advancement has primary responsibility for raising funds to support priority projects and programs of the university. Any contact with external donors such as corporations, foundations or individuals must be coordinated with University Advancement. The President must sign all grant requests. The Office of Academic Affairs staff can provide information on the procedures for writing, reviewing and submitting requests.

### **XII. CAMPUS-WIDE POLICIES**

#### **XII. 1 Non-Smoking/Vaping Policy and Oregon Indoor Clean Air Act Compliance**

In compliance with the Oregon Indoor Clean Air Act and for life safety reasons, smoking and/or vaping is prohibited in all indoor areas of Linfield University, including but not limited to classrooms, hallways, lounges, laboratories, offices, dining areas, residence hall rooms, apartments, and all housing managed by Linfield. Smoking and/or vaping is not permitted within 30 feet of building entrances, open windows and ventilation intakes. For public health reasons, smoking and/or vaping is similarly prohibited at all indoor and outdoor public gatherings held on campus, regardless of the sponsor. Smoking and/or vaping is also prohibited in all university vehicles.

Faculty and staff who have regularly scheduled break periods may only smoke or vape during these times and in compliance with the locations defined above.

Violation of this policy may lead to disciplinary action up to and including termination of employment.

#### **XII. 2 Safety Standards**

It is the goal of Linfield University to provide a safe and healthy environment for all employees, students, and visitors through compliance with state and federal OSHA laws. The university is committed to providing direction and support of safety procedures, training and hazard elimination practices.

When an employee is injured on-the-job, call 911, if appropriate, or notify a Manager immediately and then Linfield Public Safety. An accident investigation will be conducted by the

Director of Environmental Health & Safety and a Workers Compensation Form 801 completed. The Director of Environmental Health & Safety maintains the OSHA 300 Log and the Office of Human Resources is responsible for creating a Workman's Compensation Injury file by employee, submitting the completed 801 form, and coordinating light duty or return to work programs in cooperation with the university's workers compensation insurance carrier. Also see VI.1 A., Workers' Compensation.

The Environmental Health & Safety Department provides and maintains First Aid kits; material safety data sheets (MSDS), hazardous materials training and other safety related training programs and materials. Employees are encouraged to be safety-conscious and to follow these safety protocols. Please refer to the full Injury and Illness Prevention plan at the Environmental Health & Safety website at: [Environmental Health & Safety](#).

### **XII. 3 Emergency Preparedness Plan**

Linfield University has developed a working plan that outlines responses to a variety of emergencies. When people are prepared for emergencies, injuries and loss of life are greatly reduced. All university buildings have evacuation maps and instructions posted. Employees and students should become familiar with this information prior to an emergency. Department managers will review evacuation maps and instructions with new employees. [Emergency Preparedness Management Plan](#)

## **XIII. OPERATIONAL POLICIES**

### **XIII. 1 Linfield University Animal Policy**

The following policy applies to dogs and other animals on the campus of Linfield University.

1. Animals are not permitted in university owned or controlled buildings or permitted on any athletic field or viewing stand.
2. Animals are permitted on university owned/ controlled property provided the animals are on a leash (6-foot maximum) and under the control of a person capable of controlling the animal. In addition, animals must meet current license requirements. Persons bringing animals onto university owned/ controlled property shall be responsible for the proper recovery and disposal of excreta from their animals.
3. Animals may not be brought onto university owned/controlled property and left unattended for any length of time. Nor shall animals be attached using any leash or other device to any tree, pole, fence, sign, building, fire hydrant, vehicle or other object on university owned/controlled property.
4. Animals in residence areas controlled by the Student Housing and Residence Life Office are subject to the policies of the Student Housing Office.

#### **Exceptions to the Animal Policy**

1. Assistance animals trained to aid physically impaired persons in one or more daily life activities.

2. Animals under guidance and control of university staff for the purpose of research, teaching or other academic endeavors.
3. Animals brought to campus on an occasional basis for security or emergency reasons.
4. Approved University Residence Halls.

### **Sanctions**

1. Any person in violation of this policy will be requested to leave the premises and remove the animal from university owned/controlled property.
2. Any unaccompanied animal found in violation of this policy will be removed from university owned or controlled property and a request for impoundment made to local animal control.
3. Owners of impounded animals will be held responsible for payment of any impound, license or other fees required to secure the release of their animal.

### **XIII. 2 Computer Policy**

See the web pages of the Office of Information Technology Services at: [ITS Policies](#).

### **XIII. 3 Email as Official Means of Communication Policy**

The Linfield University assigned email account shall be the official means of communication with all students, faculty and staff. The sender can expect email sent to individual email accounts related to the missions of the university will be read and responded to regularly and in a timely manner. It is the individual's responsibility to read email in a timely manner and to ensure that email is not returned to sender because of improper forwarding or mailbox-full condition. Due to security and privacy concerns, Linfield recommends that faculty and staff do not forward their Linfield emails to another email account. [Acceptable Use Policy](#) and [Global Email Policy](#)

### **XIII. 4 Linfield Identification Cards**

Linfield identification cards are issued to current students, faculty, adjunct faculty, staff, spouses and dependents (ages 6 through 23 and disabled adult children) of qualified faculty and staff in Cozine Hall. A Linfield University ID allows the holder several benefits. The holder is allowed to check out books from the library, attend regular season sporting events for free, receive a discount on selected items at the bookstore and use the athletic facilities (pool, weight room, fieldhouse), in compliance with the rules of the university. Cardholders may put Wildcat Cash on ID cards to make purchases at Dillin Hall or Starbucks. On the McMinnville Campus, visit the office of Linfield Public Safety to arrange for an ID Card. On the Portland Campus, contact the Director of PDX Campus Operations to arrange for an ID card.

### **XIII. 5 Campus Parking**

Any vehicle that will be used as transportation on the Linfield campus must be registered with the Linfield Public Safety Department and must display a Linfield parking permit. Employees are not charged for this registration or permit. Employees may not park in visitor parking.

The university enforces all Oregon motor vehicle laws as applicable to the campus. Security staff issues parking citations for violation of university parking regulations. Fines are assessed and

vehicles may be towed. Citations may be appealed through the Director of Linfield Public Safety. For the complete university policy on campus parking, see the Linfield Public Safety website at: [Linfield McMinnville Campus Parking](#).

Parking on the Portland campus is limited and is on a first come first serve basis. Employees must register their vehicle with the Director of PDX Campus Operations and must display their parking permit. Parking at the Portland campus is subject to rules established by the Legacy Good Samaritan Hospital and the City of Portland.

### **XIII. 6 Travel Policy**

See Policies and Procedures at the Accounting Office website at: [Travel and Business Expense Policy](#).

### **XIII. 7 Credit Card Policy**

See Policies and Procedures at the Accounting Office website at: [Linfield Credit Card Policy and Employee Agreement](#).

### **XIII. 8 Use of University Vehicle**

University vehicles are available for legitimate university business. If required to drive a university Fleet vehicle, please review the Transportation Policy, complete the Application for Driving Privileges and submit to the Facilities Department at [fleet@linfield.edu](mailto:fleet@linfield.edu) or by going to the [Facility Services](#) webpage and clicking on [Fleet Reservations](#).

All students who expect to operate any of the Linfield motor pool vehicles are required to attend a yearly safety class that is conducted by Facilities Services. For further information, see the Facilities Services web page at: [Transportation Policy](#).

### **XIII. 9 Use of Personal Vehicle for University Business**

The university liability insurance does not cover employees' personal vehicles when used to conduct university business. Employees using cars other than university vehicles for university business must provide their own liability insurance. See the [Travel and Business Expense Policy](#) for Mileage reimbursements.

## **XIV. SUPPORT SERVICES**

### **XIV. 1 Mail Services**

#### **Withnell Commons – McMinnville Campus**

The Mail Services Center in Withnell Commons serves the campus community. It is not affiliated with the U.S. Postal Service. Administrative offices and faculty have assigned mailboxes. Employees may purchase stamps and mail parcels and letters. All parcels delivered by commercial carriers are left at Mail Services, which then notifies recipients of their arrival.

### **United Parcel Service**

United Parcel Service picks up parcels at Withnell Commons. UPS makes deliveries to the Facilities Services Office, Bookstore, Sodexo (Dillin) and Withnell Commons.

### **FedEx Service**

Federal Express makes deliveries and picks up parcels at Withnell Commons.

### **Portland Campus**

For additional information, please see the Mail Services website at: [Mail Services](#)

### **XIV. 2 Campus Copiers**

Copy machines are available for business use at several McMinnville and Portland campus locations. Departments are assigned codes to enter into the copier for chargeback purposes.

All requests for printing supplies for copiers only should be emailed to [printersupplies@linfield.edu](mailto:printersupplies@linfield.edu)

### **XIV. 3 Notary Public**

Notary public services are available through the Office of Finance and Administration and the International Programs office at the McMinnville campus; this service is provided for university business related documents only.

### **XIV. 4 Bookstore**

The Campus bookstore is owned and operated by Barnes and Noble and is located on the first floor of Riley Hall on the McMinnville Campus. Regular business hours are posted in the store windows and online. Special events may require other operational hours, which will also be posted. The Bookstore will provide services to the Portland Campus on a pop-up basis. Location and time will be announced prior to the pop-up events. Visit the web site at: [Linfield University Bookstore](#). Current full-time Faculty and Staff receive a 20 percent employee discount on select merchandise with a valid Linfield ID.

### **XIV. 5 Dillin Hall and Starbucks at Riley Hall**

The Linfield University dining facility is located in Dillin Hall. Food service is provided by Sodexo. Meals for staff and faculty are available at current mealtimes and posted prices. "Wildcat Cash" may be purchased and loaded to your Linfield ID card at a discount (10%) and may be used at any on-campus dining location (Dillin, Wildcat Express and Starbucks). Wildcat Cash can be carried over from year-to-year. For additional information, see: [Campus and Dining Meal Plans](#). For special events, complete catering services are also available. Visit the [Dining Services website](#) for menus, hours of operation, catering ideas and more information.

Dillin Hall, located on the McMinnville Campus, may be reserved for purposes other than food service. For further information contact the Conference and Event Planning at [reserve@linfield.edu](mailto:reserve@linfield.edu) or 503-883-2448. For more information, visit the website at: [Conference & Event Planning](#).

#### **XIV. 6 McMinnville Campus Safety**

The Office of [Linfield Public Safety](#) serves all students, staff, faculty and guests of the university. Security personnel are on duty 24 hours a day, seven days a week. The department is responsible for facility security, access control, emergency assistance, fire/life safety, Emergency Operations Planning and parking enforcement. Any criminal offenses occurring on campus or at university - controlled property should be reported to this department. In emergencies dial 7233 (SAFE) from a campus phone, or from off campus dial 503-883-7233.

#### **XIV. 7 Portland Campus Safety**

When not patrolling the campus, the Linfield Public Safety (LPS) officer will be stationed at their desk near the entrance of Administration Building 1. The Officer can also be reached by calling 971-369-4200. If the LPS officer is not at the desk, the phone will first be forwarded to the patrol cell phone. If there is no one on duty to answer the call, it will then be forwarded to the McMinnville LPS duty phone.

An LPS Officer from McMinnville will provide whatever assistance is most appropriate, including calling for emergency services if needed. If you observe a criminal event, immediate safety hazard, or need medical assistance, call 911 *immediately*. If you note a suspicious person, package, or situation or have other safety concerns, please call 971-369-4200 promptly.

If you have any questions or suggestions, please contact Director of Linfield Public Safety (503-883-2602) or the Director of Portland Campus Operations at 971-369-4182.