

Linfield College
Personnel Policies and Procedures

Adopted by the Linfield College Board of Trustees, November 6, 1999
Revision 3/2009

INTRODUCTION

Welcome to your employment, new or continuing, with Linfield College. This chapter, common to all employee handbooks and agreements, is intended to assist you in understanding the institution and your employment rights and responsibilities.

This chapter consists of eight sections:

- I. Recruitment and Employment**
- II. Hours**
- III. Definitions of Employees**
- IV. Employment**
- V. Institutional Policies**
- VI. Benefits**
- VII. Leaves**
- VIII. Appendices**

The policies in this chapter supersede all previous versions, as well as all previous versions of other employee handbooks or agreements. This chapter's policies will be carried out according to procedures outlined in subsequent sections of the handbook or agreement which it introduces. For faculty members, this chapter introduces the Faculty Handbook; for administrators, the handbook for Administrators; for nonexempt the Linfield Employees' Association Agreement. Where there is an express or implied conflict between a policy in this chapter and a policy imputed to another section in a Linfield employee handbook or agreement, this chapter takes precedence. This chapter, along with the handbook or agreement that follows, supersedes and controls over any expressed or implied representations and/or agreements made by persons employed by the college.

Neither this chapter nor the ensuing handbook or agreement contains the complete terms or conditions of any of the college's current benefits plans. Rather, this chapter is intended to provide general explanations. In all cases the plan documents and contracts will be the controlling documents for the benefits provided. When plan documents, generally revised with each budget year, reflect changes in employee benefits, this chapter's informational summaries of those benefits will be revised to maintain accuracy.

This chapter's policies and procedures are applicable to all categories of Linfield employees and may be updated or changed as deemed appropriate by the Board of Trustees, or as mandated by changes in state or federal laws. This chapter is not intended to, nor should it be construed to, create any contractual obligations. Linfield College reserves the right to delete or modify the policies in this chapter by action of its Board of Trustees following due notice of the agenda item as stipulated in Article VI of the bylaws of Linfield College. With respect to those provisions of the bylaws delegating responsibility to the faculty and administration, the board will ensure an opportunity for discussion among all affected constituencies prior to adopting any change.

I. DEFINITIONS OF EMPLOYEES

I.1 Nonexempt

Nonexempt employees are 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 work-week (seven consecutive days, Sunday through Saturday). For overtime pay in excess of the minimum legal requirement of time and a half, consult the current LEA Agreement. Overtime is calculated on the basis of hours actually 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.

I.2 Exempt

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

I.3 Faculty

Faculty members have certain rights to continued employment through tenure or an employment contract. Refer to the Faculty Handbook for further definitions, policies and procedures regarding faculty employment.

Some faculty members may also serve in exempt, administrative positions. Those employees with dual employment status are subject to all terms and conditions for exempt employees and also as faculty members with certain rights to continued employment through tenure or employment contracts.

I.4 Student Employees

Linfield students may be employed for hourly positions, which are paid according to federal and state wage and hour laws including minimum wage requirements, worker's 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 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.

II. RECRUITMENT AND EMPLOYMENT

II. 1 Equal Employment Opportunity

Linfield College 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 college 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 College 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 College seeks each employee's cooperation and assistance in helping us maintain equal employment opportunity.

II. 2 Disabilities and Accommodation

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

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

II. 3 Position Announcements and Advertising

A position announcement is created from a job description either by the hiring department or by the Human Resources Department. An announcement for a new or vacant nonexempt, exempt or faculty position will be posted on the public bulletin board, through e-mail, and on the college's web site. Advertisements are placed in local, regional, or national publications as appropriate.

II. 4 Background Investigations

Background investigations may be a part of the employment screening process. Before the college fills a regular or temporary position identified, as sensitive, prospective employees will be asked to sign a Consent for Background Check Form to allow the investigation to be conducted. Also,

current employees transferring into a position that has been identified as a sensitive position will be subject to a background investigation. The Human Resources Department will contact the appropriate law enforcement agency for background information.

II. 5 Employment of Spouses and Relatives

The employment of relatives of current employees of the college is permitted. For purposes of definition, “relative” 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. However, a supervisory, appointive, or grievance adjustment authority relationship cannot exist between the two related employees.

II. 6 Immigration Certification I-9

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

The college 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. A list of acceptable documents is contained on the reverse side of the I-9 form. The Human Resources Department maintains employees’ completed I-9 forms.

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, he/she will be ineligible for actual, or continued, employment with the college.

III. HOURS

III. 1 Hours of Work

The business hours for Linfield College 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, which are 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.

III. 2 Nonexempt Employee Travel Time

Nonexempt employees who are required to travel for college business are compensated for actual travel time, according to state wage and hour laws, as follows:

“Home-to-work and work-to-home travel is unpaid time. Travel time that occurs during the course of a workday must be paid. For overnight trips, travel time that falls within the nonexempt employee's regular work hours, or the corresponding hours on days off, must be paid.” OAR 839-020-0044

III. 3 Nonexempt Employees Meal Periods

All nonexempt employees who work a normal eight-hour day have one unpaid hour for a meal break, which is scheduled by the individual department supervisor.

For work periods of at least six hours but less than seven hours, the meal period is taken between the second and fifth hour worked. If the work period is more than seven hours, the meal period must be taken between the third and sixth hour worked.

Nonexempt employees may take their meal break wherever they choose. If a nonexempt 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 time card. 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.

III. 4 Nonexempt Employees Rest Periods

Nonexempt employees may take one fifteen-minute paid rest period in the morning and one in the afternoon. Rest periods are scheduled at a time agreeable with the employee and the supervisor. Rest periods are to be taken in addition to and separately from the time allowed for meal breaks.

III. 5 Rest Period To Express Breast Milk

Nursing mothers are provided an unpaid thirty (30) minute rest break to express breast milk during each four (4) hour work period, or major part of a four-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. (Note: rest periods will be paid as provided in the Nonexempt Employees Rest Periods policy). An employee must provide reasonable notice to her supervisor or the senior director of human resources that she intends to express milk upon her return to work from pregnancy/parental leave.

III. 6 Nonexempt Employees Overtime Pay

Nonexempt employees will always need to obtain their supervisor's approval prior to working overtime. On occasion for special projects, employees may be asked to work overtime by their supervisor. In accordance with federal and state wage and hour laws, nonexempt employees are paid for all time worked beyond 40 hours in a work week at the rate of not less than one and one-half times the employee's hourly pay rate. Also, nonexempt employees are not permitted to use compensatory time off in lieu of pay. For overtime pay in excess of the minimum legal requirement of time and a half, consult the current LEA Agreement.

III. 7 Nonexempt Employees Time Cards

Nonexempt employees that are required to record their hours worked on time cards and to keep an accurate account of time in, time out, holidays, personal time off, jury duty, or bereavement. Nonexempt employees are to submit their time card to their supervisor for approval on the 15th day of each month. The supervisor is to check, sign and submit time cards to the payroll office on the 15th day of each month.

IV. EMPLOYMENT

IV. 1 Personnel Files

All employees of Linfield College will have a personnel file created upon completion of all new-hire paper work. Personnel files will be maintained in the Human Resources Department. Faculty members will have additional personnel information 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 Human Resources Department and Office of Academic Affairs to review the contents of their personnel file and can make copies of documents therein.

IV. 2 Reference Checks on Former Linfield College Employees

Employees of the college may inadvertently put themselves and the college at risk by passing along information about a former coworker. To remind employees what areas are appropriate for comment in a professional reference inquiry, the college requires that if an administrative or nonexempt 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 must consult with the dean of faculty.

IV. 3 Employee Standards of Performance and Corrective Action

Corrective action counseling is for the purpose of assisting the employee in learning what performance standards are not being met and determining how the employee can improve his/her performance. The goal is to ensure that reasonable steps are taken to help the employee correct a work-related performance problem, thus providing the employee the opportunity to succeed.

The college will follow progressive corrective action according to procedures, if any, specified in the relevant handbooks or agreements. In the absence of applicable progressive corrective action procedures, the college will act according to its own discretion. Corrective action may include oral and written counseling which is appropriate to address rule violations, or job performance issues, or to implement a suspension. Department heads and supervisors are advised to apply policies and corrective action consistently among all employees similarly situated and are to consult in advance with the director of human resources or dean of faculty, as appropriate, when corrective action is necessary.

The following examples are not intended to be all-inclusive standards and the college reserves the right, in its sole discretion, to determine whether other conduct should be cause for discipline or discharge, following procedures established in other handbooks or agreements currently in effect:

- Irregular attendance, unreliability, excessive tardiness which affects the efficient operation of a department.
- Job abandonment or unavailability for work without an approved leave of absence, or failure to report to work for three consecutive days.
- Obstruction or disruption of teaching, research, administration, or college-sponsored activities by force or violence, or threat of violence.
- Physical abuse or the threat of abuse to another member of the college or guest at a college 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 college employees, students, or oneself.
- Falsification of employment application or any college record.
- Failure to comply with directions from the president, dean, or officers of the college when acting in the performance of their duties, or refusing to follow supervisor's instructions.
- Removal of equipment or materials that belong to the college 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 college's alcohol/drug policy.
- Acts of discrimination or harassment.
- Acts in violation of written established policies or procedures.

V. INSTITUTIONAL POLICIES

V.1 Anti-harassment and Sexual Harassment Policy

Policy Statement

It is the policy of Linfield College 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 College will tolerate no 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 in the event harassment is in violation of this policy and is found to have taken place.

As a college that prides itself on fostering academic freedom, including freedom of speech and freedom of conscience, Linfield especially recognizes these values insofar as the classroom and learning environment is concerned. Faculty members and students should refer to the section “Anti-harassment Protection and Academic Freedom” in the Faculty Handbook for consideration of the importance of academic freedom, freedom of speech, and freedom of conscience.

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.

Definitions of Harassment and Sexual Harassment

Harassment is verbal or physical conduct that demeans or shows hostility, or aversion, toward an individual because of his/her race, color, religion, gender, national origin, age, sexual orientation, gender identity, or disability, or that of his/her 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.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or sexually suggestive conduct or statements from one of the opposite sex or same sex: when:

1. Submission to such conduct is either an explicit or implicit term or condition of employment or education.
2. Submission to or rejection of such conduct affects the basis of employment or education for the employee; or.
3. Such conduct or statements have the purpose or effect of interfering with an individual's work or academic performance, or creating an intimidating, hostile, or offensive 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*.

For further information on anti-harassment measures for faculty members, refer to the Faculty Handbook statement "Anti-harassment Protection and Academic Freedom."

Counseling

The college 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 24-hour Employee Assistance Program at:

1-800-654-9778

McMinnville Campus students who wish to seek counseling may contact the Counseling Center or the college chaplain. Portland Campus students may contact the Psychological Service Center.

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

Reporting a Complaint

If an individual believes he or she is the victim of harassment or sexual harassment or retaliation, he or she is encouraged to report the complaint immediately. The college has designated the senior director of human resources to receive all employee complaints, **verbal** or **written**, of harassment on behalf of the college.

An alternate choice for reporting a complaint directly to the senior director of human resources is to contact the dean of faculty, dean of students, or a department director who will inform the senior director of human resources. Once the college has knowledge of the complaint, the college is obligated to investigate the allegation.

Employees who become aware of potential harassment of others, which may be in violation of this policy, are encouraged to report such conduct. Supervisors have an obligation immediately to report any potential instances of harassment involving employees or others to the senior director of human resources.

Investigative Procedures

1. The senior director of human resources is responsible for documenting the complaint and determining, with consultation, as he/she deems appropriate, who will conduct the investigation. In the event the harassment allegations personally involve the senior director of human resources, the college will designate an alternate investigator.
2. The senior 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 senior director of human resources will consult, where appropriate, 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. Before a final decision is made or corrective action is taken against the accused, a written summary of the allegations upon which the corrective action is based will be delivered to the accused. The accused has the opportunity to respond (within a reasonable time to be determined by the senior director of human resources or designee) if he/she so chooses.
4. The senior 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.
5. Upon resolution of the investigation, all investigative reports, notes, evidence, and records will be maintained within the office of the college's Human Resources Department as needed to investigate and respond to other complaints, or as compelled to produce the files through legal process.
6. Files not substantiated by the investigation will be maintained in a general investigation file, kept under lock and key, and no record included in the accused employee's personnel file unless later proven 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 College's anti-harassment or sexual harassment policy will subject an employee to discipline up to and including termination of employment. Employees against whom corrective action is taken may appeal by following procedures outlined in the handbook or agreement appropriate to their employment status.

V. 2 Non-Smoking Policy and Oregon Indoor Clean Air Act Compliance

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

Faculty and staff who have regularly scheduled break periods may only smoke during these times.

Violation of this policy may lead to disciplinary action.

V. 3 Drug and Alcohol Policy

Linfield College is required under the Drug Free Schools and Communities Act Amendment of 1989 to increase staff, student and faculty awareness of the use and abuse of alcohol and drugs. To further this intent in the case of employees, and their families, the college offers an Employee Assistance Program.

Policy Statement

Linfield is committed to providing an environment that is safe and fosters excellence in learning for its students and in work performance for all its employees. The misuse and illegal use, possession, transportation, distribution, manufacture, or sale of alcohol or drugs by college employees is not permitted on property owned or controlled by the college, or while representing the college on business or in other college-sponsored activities. There shall be no consumption of alcohol in public areas of the college, or at college-sponsored events, unless such use is specifically authorized in writing by the president or board of trustees of the college.

Investigation Procedures

The college 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 campus 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 college officer and/or legal counsel.

Corrective Action

Violation of Linfield College's drug and alcohol policy will subject an employee to disciplinary action up to and including termination, following procedures specified in the relevant handbook or agreement for corrective action. Employees with substance abuse problems can voluntarily participate in a rehabilitation treatment program. The college provides a confidential Employee Assistant Program which can refer employees for treatment. Also, the treatment for alcohol or chemical dependency may be covered under the employee's health insurance plan.

V. 4 **Violence in the Work Place**

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

The college is committed to providing a safe and healthy work and academic environment. To this end the college has established a College Safety and Security Program. The college 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 call campus security, call the police, enforce restraining orders and/or prosecute violators.

All employees and students have a **duty to warn** the college of any suspicious or questionable people 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 any form of retaliation.

V. 5 **Weapons Policy**

In keeping with its mission, Linfield College 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 College property, in any vehicle on a College property, and at any College 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 Campus 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 College except as they may be used in the education process as authorized by Linfield Faculty.

Any student or employee found in possession of a prohibited weapon will have it confiscated by Linfield Campus Security. Confiscated weapons will be retained in locked storage by Linfield Campus Security pending an appropriate disposition and adjudication by either the Office of Student Services (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 College 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 College engaging the assistance of local police authorities.

V. 6 Safety Standards

It is the goal of Linfield College to provide a safe and healthy environment for all employees, students, and visitors through compliance with state and federal OSHA laws. The college 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 or notify Campus Safety immediately. An accident investigation will be conducted and a Worker's Compensation Form 801 completed. The Human Resources Department is responsible for maintaining the Report of Injury OSHA 200 log and all first report of injury forms, and coordinating light duty or early return to work programs in cooperation with the college's worker's compensation insurance carrier. Also see VI. A 1, Worker's Compensation

The Campus Safety Department provides and maintains First Aid kits, material safety data sheets (MSDS), hazardous materials training and other safety related training programs and materials. To ensure Linfield College is a safe place to work and study, employees are encouraged to be safety conscious and observe the following safety guidelines:

- Keep aisles and doorways clear of objects and debris in order to provide unobstructed access to exits.
- Do not stand on chairs, boxes, or counters when trying to reach high places; only use a stepladder or call the Physical Plant to request service.
- Follow proper lifting procedures and ask for assistance when lifting or moving heavy objects.
- Avoid running, jumping, throwing objects and engaging in horseplay.
- Alert Campus Safety of safety hazards or potential hazards, such as faulty wiring, torn carpet, overloaded electrical outlets, or broken windows, file cabinets, chairs or doors.
- Be aware of slippery and uneven walking surfaces in order to avoid falls.
- Obey all traffic laws when driving college vehicles.
- Obey all safety procedures when operating equipment or electrical tools. Wear required safety glasses, belts, gloves, respirators, or other protective equipment.
- Report all accidents and injuries immediately to the Campus Safety Department.

V. 7 Emergency Preparedness Plan

Linfield College has developed a working plan that outlines responses to a variety of emergencies. Experience shows that when people are prepared for emergencies, injuries and loss of life are greatly reduced. All college buildings have evacuation maps and instructions posted. Employees and students should become familiar with this information prior to an emergency. Department managers need to review evacuation maps and instructions with new employees.

V. 8 **Conflict of Interest**

General Statement

The college believes that full disclosure is an important key in preventing conflicts of interest. It is believed 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 college to ascertain and deal with situations in which the personal financial interests of individuals may be in conflict with the interest of the college. Therefore, the college 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 college, members of the faculty, administration and staff (hereafter *members*) will be guided by a desire to promote the best interests of the college and the public good with the understanding that the college's financial integrity is to be protected and advanced at all times.

The policy affirms this expectation that all members of the college community will conduct themselves, when representing the financial interests of the college, 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 requirements of Section IV and the transaction or arrangement is approved in the manner provided in Section IV. A of this policy. If the transaction or arrangement is found not to be in the best interest of the college as provided in Section IV. A 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

1. **Conflict of Interest Transaction.** A conflict of interest transaction is a transaction with the college in which a member of the college 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 college'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 college.

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 another 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, 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 college.
2. If the entity does or potentially may do business with the college, and a member and/or his/her 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 his/her immediate family are not in a position to influence the college with respect to the potential business.
3. A member and his/her immediate family may not review, approve, or administratively control a transaction or arrangement: (a) when the transaction or arrangement is between the college 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 his/her 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 college does or is considering doing business, may accept no substantial gifts or accommodations of any kind.

Potential Conflicts Requiring Prior Disclosure and Approval

- A. Upon full disclosure, the college may approve a Conflict of Interest transaction if:
 1. The transaction or arrangement is fair and reasonable to the college, is in the college's best interest and for the college's own benefit; and
 2. The college cannot obtain a more advantageous transaction or arrangement with reasonable efforts under the circumstances.
- B. The college will disapprove the transaction or arrangement if it is not determined to meet the tests of Section IV. A.
- C. 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 college whether physical facilities, equipment, human or other resources for a purpose in which the member

and/or his/her 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 college 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 college without prior disclosure or approval. Ownership of stock in a company doing business with the college, 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 college, 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 as attachment "B" to this policy; and (c) acknowledge this policy at the time of his/her original election to the Board of Trustees and affirm that he/she is in accordance with the letter and spirit of this policy using the form provided as Attachment "A: to this policy.

When any interest of a trustee of the college poses a potential and/or actual conflict with the trustee's responsibilities to the college, 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 dean of faculty through his or her department head. The disclosure shall be in writing, using the form provided as Attachment B to this policy.
3. Other Personnel:
 - (a) Each administrator or other staff member shall bring the material facts of the transaction and the administrator or staff member's interest therein to the attention of

- his or her department head. The department head will forward the disclosure to the appropriate supervisor serving on the President's Advisory Council.
- (b) Those serving on the advisory council shall bring the material facts of the transaction and the advisory council member's interest therein to the attention of the president.
 - (c) The president shall bring the material facts of the 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) The disclosure shall be in writing, using the form provided as Attachment B to this policy.

Process for Approval

- A. Each disclosure form filed will be reviewed either by the dean of faculty or vice president for finance and administration, the president, or the executive committee of the board of trustees, (the "reviewing authority"), as appropriate.
- B. The transaction or arrangement may be approved if the reviewing authority determines that:
 - 1. The transaction or arrangement is fair and reasonable to the college, is in the college's best interest and for the college's own benefit; and
 - 2. The college cannot obtain a more advantageous transaction or arrangement with reasonable efforts under the circumstances.
- C. 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.
- D. A decision by the dean of faculty 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, which violates this policy, shall constitute a breach of his/her 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 considered inappropriate in the *Employee Standards of Performance and Corrective Action*, Section IV. 3 of this chapter and will lead to disciplinary action as set forth therein.

V.9 Linfield College Animal Policy

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

- 1. Animals are not permitted in college owned or controlled buildings or permitted on any athletic field or viewing stand.
- 2. Animals are permitted on college 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 college owned/ controlled property shall be responsible for the proper recovery and disposal of excreta from their animals.

3. Animals may not be brought onto college owned/controlled property and left unattended for any length of time. Nor shall animals be attached by the use of any leash or other device to any tree, pole, fence, sign, building, fire hydrant, vehicle or other object on college owned/controlled property.
4. Animals in residence areas controlled by the Student Housing 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 college 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.

Sanctions:

1. Any person in violation of this policy will be requested to leave the premises and remove the animal from college owned/controlled property.
2. Any unaccompanied animal found in violation of this policy will be removed from college 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.

V.10 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 campus security 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

College. If warranted by the particular facts of any such notification, the College may modify any aspect of this protocol, which will also apply to the extent possible when the College 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 member 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 College 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 College'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 College.

4. The Dean of Faculty, the Vice President for Student Services, and/or Director of Campus 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 Academic Deans, individual faculty members, the Director of Housing, the Director of Counseling, the Director of the Student Health Center, the Director of Student Activities, the Vice President for Finance and Administration, the Director of Admissions, persons serving as direct supervisors of the sex offender, and other 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 College. At any time, the College 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 Campus Safety.

Linfield College Contact Information:
Linfield College, Office of Student Services
900 SE Baker St.
McMinnville, OR 97128
503-883-2278

Linfield College, Linfield Campus Safety
900 SE Baker St.
McMinnville, OR 97128
503-883-7233

VI. A BENEFITS – Mandatory Benefits

VI. A.1 Worker’s Compensation

All job-related injuries or illnesses must be reported immediately to the employee’s supervisor and the director of campus safety. Depending upon the severity of the injury, medical help will be called or first aid applied. The failure to report an injury could result in the claim being delayed or denied. Campus 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 Human Resources department**. The Form 801 is available through the office of human resources or the physical plant office.
2. An injured employee who is off work recovering must stay in contact with his/her supervisor and provide updates on his/her health status and provide an estimated date of return to work.

Linfield College 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 Human Resources Department, the employee’s doctor, and the college’s worker’s compensation insurance carrier.

VI. A.2 Social Security (FICA)

In accordance with federal law, the college contributes 7.65% of an employee’s gross wages to Social Security. Employees contribute 7.65% of gross wages to Social Security through payroll deduction. The percent is determined by the federal government and is subject to change. An employee’s eligibility for social security benefits is determined by the Social Security Administration.

VI. A.3 Unemployment Insurance

The college 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.

VI. A.4 COBRA (Consolidated Omnibus Budget Reconciliation Act)

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

COBRA Qualifying Events:

An insured employee may continue coverage because of one of the following events:

- Termination of employment
- Reduction in hours of work

Spouse or dependent child(ren) of the insured employee may continue coverage. It is the employee's responsibility to notify the college when his/her spouse or dependent child is no longer eligible for benefits under the college plan because of one of the following events:

- Divorce or legal separation
- Termination of employment or reduction in hours of work of the covered employee
- 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
- The employer files Chapter 11 bankruptcy

Portability Coverage:

Portability means that an employee with at least 180 days of continuous group health insurance may continue his/her 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.

VI. B BENEFITS – Insurance Benefits

The following is a summary of insurance benefits offered by Linfield College to its employees. The benefit plans are governed by separate plan documents, which are available in the Office of Human Resources. In the event of a discrepancy between the summary and the Plan document, the latter will govern. When plan documents, generally revised each budget year, reflect changes in employee benefits, the information summarized below will be revised to maintain accuracy.

VI. B. 1 Medical, Dental and Vision Insurance

All regular employees at or above .50 FTE are eligible to participate in the health, dental, and vision insurance plans offered by the college. Employees may subscribe to the current health insurance plan of their choice offered at the time of their employment and a dental and vision plan.

- The college will pay the full monthly health, vision, and dental insurance premium for all regular employees who are appointed at .80 FTE or above. Spouses and eligible dependents of these employees also qualify for enrollment and full payment of health benefits.
- The college will pay a proportionate share, including spouses and eligible dependents, of the monthly health insurance premium for all regular employees who are at or above .50 FTE and below .80 FTE, providing the employee pays the balance of the premium owing (the balance owing is the difference between the FTE at which the employee is appointed and a full 1.00 FTE). Participation of a part-time employee is optional. If the employee elects not to pay the premium balance, insurance coverage will not be provided. This policy is not applicable to part-time employees who work .50 FTE or more and whose hire date is prior to January 1, 1986; for those employees, the full premium continues to be paid.

Temporary employees and adjunct faculty employed by the college are **not** eligible to participate in any of the group insurance plans offered by the college.

VI. B.2 Section 125 Plan (Flexible Spending Plan)

Employees may participate in the Flexible Spending Plan upon date of hire or during the annual open enrollment period. This plan allows employees to pay for certain expenses with pre-tax dollars. See the Plan document for complete details.

The 125 Plan operates on the college's fiscal plan year, July through June. Employees estimate the amount of eligible health care and dependent care expenses they will incur for the coming year. Deductions for this account are spread equally over the employee's pay periods and deposited to the employee's flexible spending account. The maximum deferral amounts are subject to college policy and IRS regulations and may change accordingly. Any money that remains in the flexible spending account at the end of the plan year will be forfeited according to IRS regulations. Additional information and claim forms are available in the Human Resources office.

VI. B.3 Employee Assistance Program (EAP)

In order to help employees, Linfield retains the services of a professional employee assistance-counseling group to assist employees with marital problems, emotional distress, alcohol and drug dependency, gambling addition, problems with children, and financial difficulties. The college pays for the Employee Assistance Program's services for all employees. If you are referred for additional counseling, your health insurance may pay a portion of the cost. All counseling services are held strictly confidential by the Employee Assistance Group and are not part of the employee's personnel file. A Linfield employee may call anytime, 24 hours a day, 7 days a week to speak with a counselor. The toll free number is: **1-800-654-9778**.

VI. B.4 Long-term Disability Insurance – all employees

The college provides group, long-term disability insurance to all regular employees who work .50 FTE or more. Specific forms and medical verification are to be submitted to the insurance carrier for approval. Forms can be obtained from the Human Resources office.

VI. B.5 Employee Life Insurance

The college pays group life insurance for all regular employees who work .50 FTE or more. The coverage is two times an employee's annual salary to a maximum of \$50,000.

VI. B.6 Automobile Liability Insurance

The college maintains insurance that protects employees from liability incurred in employment related travel when driving college owned vehicles. When an accident occurs involving the employee's personal vehicle while traveling on behalf of the college, the employee's liability insurance is the primary insurance and the college's insurance is secondary.

The college's insurance, when applicable, provides protection from legal expenses and claims arising from bodily injury liability and property damage liability. Liability insurance is administered through the college's Office of Finance and Administration; in the event of an accident the Office of Finance and Administration is to be notified immediately by the employee, or his/her department head.

VI. B.7 Employee Retirement Benefits Plan

All regular, full-time and part-time (.50 FTE) faculty, administrative and staff employees who are at least 21 years of age may voluntarily begin contributing to the college-sponsored retirement plan any time following their first day of employment.

The college's contribution to the retirement plan begins after the employee completes one year of qualifying employment. Currently, the college's contribution for staff and administrators is equal to 11.25% of the employee's base salary; the college's contribution for faculty is equal to 16% of the faculty member's base salary. The retirement plan documents are retained in the Human Resources office. Employees may review them at any time.

VII. LEAVES

VII. 1 Family Medical Leave

The College 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.

1. Eligibility

For an employee to be eligible for leave of absence under the Federal Family Medical Leave Act (FMLA) he/she must have been employed by the college for 12 months or more and have a minimum of 1,250 hours of service during the 12 months immediately preceding the leave of absence.

Under the Oregon Family Leave Act (OFLA), employees must have been employed the preceding 180 calendar days for an average of 25 actual hours worked per week during the 180 calendar days immediately preceding the date OFLA leave begins. The number of days an employee is maintained on the payroll includes all paid and unpaid time. In addition, if an employee continues to be employed by a successor in interest to the college, then the number of days worked for the predecessor are counted as continuous employment by the college. All “time worked” at the college will be counted toward the employee’s eligibility requirements.

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.

2. **Pay during Family Medical Leave.** Generally, statutory leave is unpaid. An employee may use any available paid time off for any qualifying event. If the qualifying event is the employee’s own disability, short-term disability or salary continuation benefits may be applicable.
3. **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, which includes 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;
 - 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.

4. Maximum Duration of Leave

Generally, eligible employees may take up to twelve (12) weeks of statutory leave in a twelve-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 twelve-month period.

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

5. General Provisions

A. Notice to employer - Generally, employees are required to give the college 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. 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 calculation year for family medical leave is 12 months starting with the first day family medical leave is taken by the employee (12-months "looking backward" method). Leave under OFLA runs concurrently with leave under FMLA in most circumstances.

C. Medical certification - The college 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 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 College also reserves the right to require certification from a second or third health care provider, at the College'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 may be required to present certification from a health care provider that he/she is 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. If an employee fails to report to work as scheduled and has not received approval for an extension of leave by the senior director of human resources, he/she 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 senior 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 college 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 College requires employees on statutory leave to comply with the College's call-in policy. If an employee is away from work because of an on-the-job injury or other medical leave he/she 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.

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

VII.2 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 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 personal/vacation pay for part or all of the leave period; or
 - 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 his/her 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 his/her 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.

VII. 3 Domestic Violence Leave

The college makes available statutory domestic violence leave as prescribed by state law. Statutory leave may be available to employees 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 employees who have completed at least 180 days of employment, averaging at least 25 hours per week.

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 college.

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 college.

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.

Call-In - The college requires employees on statutory leave to comply with the college's call-in policy. (See the Family Medical Leave policy for the college's Call-In policy.)

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 senior director of human resources, the employee will be considered to have voluntarily quit.

Employees in need of this type of leave, should contact their supervisor or the senior director of human resources immediately.

VIII. APPENDICES

Appendix 1.

Employee Acknowledgement

Administrators

I acknowledge I have read the Linfield College Personnel Policies and Procedures on the college's web site and recognize that hard copies of the manual are available in each administrative office. I also acknowledge that it is my responsibility to inform myself of the policies and procedures contained in it. I understand that if I have questions of interpretation, I should direct them to the vice president in charge of the administrative division in which I am employed or to the Director of Human Resources.

Faculty

I acknowledge I have read the Linfield College Personnel Policies and Procedures and the Linfield College Faculty Handbook on the college's web site and recognize that hard copies are available in each administrative office. I also acknowledge that it is my responsibility to inform myself of the policies and procedures contained in it. I understand that if I have questions of interpretation, I should direct them to the vice president for academic affairs/dean of faculty, or the associate vice president for academic affairs/director of the Portland campus, or the associate dean of faculty.

Nonexempt Employees

I acknowledge I have read the Linfield College Personnel Policies and Procedures and the Linfield Employees Association Agreement on the college's web site and recognize that hard copies of the handbook are available from the Director of Human Resources. I also acknowledge that it is my responsibility to inform myself of the policies and procedures contained in it. I understand that if I have questions of interpretation, I should direct them to the Director of Human Resources.

Employee's Signature

Date