

Linfield College
Personnel Policies and Procedures
Common Chapter
8/2017

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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 the following sections:

- I. General Information**
- II. Administrative Organization**
- III. Definitions of Employees**
- IV. Recruitment**
- V. Employment**
- VI. Benefits**
- VII. Leaves**
- VIII. Pay Periods**
- IX. Institutional Policies**
- X. Campus-Wide Policies**
- XI. Operational Policies**
- XII. Support Services McMinnville Campus**

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 exempt staff, the handbook for Administrators; for nonexempt the Linfield Employee Association Agreement. This chapter takes precedence if 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, 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 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.

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 due action of its Board of Trustees. 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. GENERAL INFORMATION

Linfield College is an independent, residential, coeducational, comprehensive college, with a strong focus on the liberal arts and sciences. The college 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, administrators and staff. Along with the main campus in McMinnville, Linfield maintains a campus in Portland at Legacy Good Samaritan Hospital, and has a Division of Online and Continuing Education. The college 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 college community.

History

Linfield is one of the oldest colleges 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.

Mission Statement

"Linfield College advances a vision of 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 college is fully accredited by the Northwest Association 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. Linfield's athletic training program is accredited by the Commission on Accreditation of Athletic Training Education, and its chemistry program is approved by the American Chemical Society.

Organization

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

The president of the college 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 college as directed by the Board of Trustees. The president reports all recommendations for appointment and/or promotion of administrators and faculty to the Board of Trustees.

Affiliations

The college maintains membership in many organizations, including the American Council on Education, the National Association of Independent Colleges and Universities, the Association of American Colleges, the Oregon Independent Colleges Association, the Oregon Association of Colleges for Teacher Education, and the National Collegiate Athletic Association, Division III.

The McMinnville Campus

The campus at McMinnville today 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 Legacy Good Samaritan Hospital, is the home of the Linfield-Good Samaritan School of Nursing. Students on the Portland Campus major in 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, 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.

Linfield College offers summer classes through Online and Continuing Education to meet the needs of students enrolled in McMinnville, Portland, and OCE programs.

Academic Calendars

Instruction in the traditional programs of Linfield takes place in 15-week fall and spring semesters, a four-week January term, and a summer program with courses of variable duration. See the academic page for the McMinnville Campus at: [McMinnville Campus Academic Calendar](#). See the academic page for the Portland Campus at: [Portland Campus Academic Calendar](#).

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. [Online and Continuing Education Academic Calendar](#)

II. ADMINISTRATIVE ORGANIZATION

Board of Trustees

The Board of Trustees is the governing body of Linfield College. As the legal entity of the college,

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 college, including supervision of administrative officers.

- Serves as a major 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 Cabinet

The President's Cabinet reviews and discusses institutional issues and matters of interest to the various divisions. The President's Cabinet consists of the following officers of the college:

Vice President for Academic Affairs and Dean of Faculty
Vice President for Finance and Administration
Vice President for Institutional Advancement
Vice President for Student Affairs and Dean of Students
Vice President of Enrollment Management

Campus Standing Committees

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

Safety Committee

The Safety Committee is responsible for making recommendations to management on improvements for Linfield working conditions that affect the safety and health of employees. It 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](#)

College Planning and Budgeting Council (CPBC)

The College Planning and Budgeting Council (CPBC) is an institutional constituency body whose members are committed to a process whereby they represent the voices of their constituency governance groups while deliberating at the institutional level, for the institutional good.

The CPBC is responsible for the planning, evaluation and integration of the budgeting process and assessment cycles to ensure effective use of human, financial and physical resources which

promote the fulfillment of Linfield College’s mission and strategic plan. By gathering and disseminating accurate information, the Council is accountable to the Linfield community to function in an open and transparent manner which honors Linfield’s commitment to shared decision making. The CPBC assists in the optimization of Linfield’s resources by recommending allocations or reallocations to support student learning, implementation of the strategic plan and maintain accreditation. The Council honors both the common and unique contributions to the institutional mission and strategic plan of the McMinnville Campus, Portland Campus, and Online Continuing Education.

College Benefits Committee

The College Benefits Committee reviews and makes recommendations on benefit issues affecting all employees and serves on the Retirement Plan Advisory Committee. Memberships will be two faculty members, one of which should be from the Faculty Planning and Budget Committee and one from the Portland Campus. Faculty should serve for a two-year term. Other members of this committee are two administrators, two LEA, and staff support as needed. The Vice President for Finance and Administration serves as Chair of the committee.

Emergency Preparedness Committee

The Emergency Preparedness Committee develops and maintains a document that explains procedures the college will follow in response to critical events. This document assigns responsibilities for carrying out identified tasks, and also establishes a means for keeping actions and responsibilities current.

III. DEFINITIONS OF EMPLOYEES

III. 1 Nonexempt

Nonexempt 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 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. See: [Linfield Employees Association Agreement](#)

III. 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.

III. 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.

III. 4 Student Employees

Linfield students may be employed in hourly positions, which are paid 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. 5 Employment At-Will

Linfield College 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.

IV. RECRUITMENT

IV. 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 to maintain equal employment opportunity.

IV. 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 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 you 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 college seeks each employee's cooperation and assistance in helping to maintain equal employment opportunity.

IV. 3 Hiring Procedures for Administrative (Exempt) and Nonexempt Positions

The President is responsible for hiring College Officers and other Administrators who report directly to the President. The Officers and Administrators, in turn, have the responsibility for hiring administrators in their respective departments.

Administrator and Nonexempt 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 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 nonexempt or exempt position will be sent via e-mail, and posted on the college's web site. 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. 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.
6. 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.

7. The interview schedule may include:
 - An open campus forum
 - Meetings with other members of the department or other members of the campus community.
 - A meeting with Human Resources staff for an explanation of employee benefits (finalists).
8. The search committee evaluates each interviewed candidate and makes hiring recommendation to the Manager.
9. Final candidate is selected and name is given to Human Resources to complete reference checks and extend an offer.
10. Human Resources informs both applicants and interviewees that were not selected of the outcome.
11. All applicant files are forwarded to 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 candidates first day at work.

- Job Requisition creation and approval.
- Job Description review and update. All new hires are required to sign off on their job description when they receive their Offer Letter.
- Human Resources and the Hiring Manager will determine if the position will be posted internally only or advertised both within the College 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 send an email notification campus-wide.
- In order to be considered for an open position, interested employees must complete the online application by the published deadline, and notify their manager/supervisor of their interest to apply for the internal opening.
- Linfield's job postings are pushed automatically to several job posting boards from the Linfield website.
- Phone Screening of candidates
- Reference Checking
- 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. In order 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, it is recommended that a full video conferencing interview 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

Linfield 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 College from a distance over 100 miles in their own vehicle, Linfield will reimburse mileage at the Linfield College 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, up to \$32 per day in-state. 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 some exempt-level positions. Human Resources can provide guidance about relocation eligibility and amount of assistance. If relocation is approved by 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 College 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 College must be paid back.

IV. 4 Background Investigations

Background investigations are part of the employment screening process. Before the college fills a regular or temporary position, prospective employees 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 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. 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.

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 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 Enrollment Services. 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) or the Office of Enrollment Services (Portland campus). The supervisor must indicate on the form the hourly rate (which is generally Oregon's minimum wage), department to be charged, and job title. The supervisor will receive a copy via email of the form indicating the completion of the employment procedure. This form must be completed before student begins office work.

IV. 8 Hiring Temporary Employees

The department requiring a temporary non-student employee must obtain a Requisition for a Temporary Employee form from the Office of Human Resources. Prior to hiring, the form must be completed and submitted for approval by the department head and the Vice President for Finance and Administration. The employee must report to the Office of Human Resources on their first day of work to complete all necessary hiring paperwork.

V. EMPLOYMENT

V. 1 Personnel Files

All employees of Linfield College 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 an evaluation file 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. 2 Reference Checks on Former Linfield College Employees

Employees of the college might inadvertently put themselves and the college at risk by passing along information about a former coworker. If an exempt 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 consult with the Dean of Faculty.

V. 3 Employee Standards of Performance and 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 his/her performance. The goal is to ensure that reasonable steps are taken to help the employee correct a work-related performance problem, 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.

The following examples are not intended to be all-inclusive standards and the college reserves the right, in its own 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, 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 college-sponsored activities by force of 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 acts 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 established policies or procedures.

V. 4 Employment of Spouses and Family

The employment of relatives of current employees of the college 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.

V. 5 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 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. 6 Nonexempt Employee Travel Time

Nonexempt employees who are required to travel on college 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.

V. 7 Nonexempt Employees' Meal Periods

All nonexempt 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 2nd and 5th hour worked. If the work period is more than 7 hours, the meal period must be taken between the 3rd and 6th hour worked.

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.

V. 8 Nonexempt Employees Rest Periods

Nonexempt 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.

V. 9 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. (Note: rest periods are paid as provided in V.8, above). 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.

V. 10 Nonexempt Employees Overtime Pay

Nonexempt employees must obtain their supervisor's approval prior to working any 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 (Sunday through Saturday) 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 (comp) time off in lieu of pay.

V. 11 Nonexempt Employees Time Cards

Nonexempt employees are required to record their hours worked on time cards or in an electronic timekeeping system and to keep an accurate account of time in, time out, holidays, paid time off, jury duty, medical leave or bereavement. Nonexempt employees are to submit their time card to their supervisor for approval on the 15th of each month. The supervisor is to check, sign and submit time cards or electronic approval to the payroll office no later than the 16th day of each month.

V. 12 Break in Service

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 seniority. 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 Linfield employee, who is subsequently hired to a position as a regular employee and did not have a break in temporary employment with the college, will be granted continuous service credit from the date he/she originally started working in the temporary position. The employee will be credited time toward retirement enrollment, and PTO service waiting periods. However, the employee will not receive retroactive accumulated PTO or payment for any benefits and will not be eligible to use their sick leave balance accumulated in their temporary position. Duration of employment of a temporary employee will be for a reasonable length of time, given the particular circumstances of the situation.

V. 13 Performance Management

Exempt and nonexempt 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. 14 Job Descriptions

A job description reflects 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 college. 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 always 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 employees' personnel file.

V. 15 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 HR annually and become effective on July 1st. Human Resources notifies Employee and Manager of approval or denial of reclassification request. The employee and their supervisor will complete the employee's annual performance evaluation form based on the employee's current position for the review period being evaluated.

V. 16 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. An employee may elect to use paid time off for this unpaid holiday. Employees seeking Veterans Day off must make the request with at least 21 days' advance notice.

V. 17 Winter Break

The college will be closed from December 26th through December 31st. The college will pay exempt and nonexempt employees and faculty who are regular status and .50 FTE or greater their regular rate of pay for winter break days. The total number of winter break days will vary from year to year.

VI. BENEFITS

VI. 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. College 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 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 Office of Human Resources, the employee's doctor, and the college's worker's compensation insurance carrier.

B. Social Security (FICA)

In accordance with federal law, the college and employee contributes 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 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.

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 college when his/her spouse, domestic partner, or dependent child is no longer eligible for benefits under the college plan.

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. 2 Employee Benefits

Summary Plan descriptions for employee benefits offered by Linfield College 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](#)

VI. 3 Other Benefits

A. Tuition Privileges

See Tuition Remission Policies in Enrollment Services: [Tuition Remission and Exchange Policy](#).

B. Library Services

See the library pages on the Linfield web site: [Library Services](#)

C. Media Services

See the Educational Media Services pages on the Linfield web site: [EMS Services](#)

D. Housing

Information on the availability of college-owned housing is available from the Office of the Vice President for Finance and Administration.

E. College 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 contact. Because this is an important ingredient in the college’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 college. Many events are open to members of the college 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.

F. Retirement Reception Recognition

After five years or more of employment, newly retired employees are eligible to participate in the annual retirement reception, customarily held in May each year.

VII. LEAVES

VII. 1 Linfield College Leave Policy

Purpose

Linfield College 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 Employee Groups

Nonexempt (LEA) Employees

For Linfield Employee Association (LEA) employees, Linfield provides PTO Leave that shall be used, to report vacation, sick, and personal time off.

LEA accrual rates for PTO are based on the nonexempt LEA employee's years of continuous employment with the college. Nonexempt employees may carry forward up to 120 hours of PTO into the new year that begins on July 16th. The number of PTO hours eligible for roll-over is also subject to pro-ration based on the employee's FTE. For example, employees scheduled to work half time (.50 FTE) may carry forward 60 hours of PTO.

Part-time employees (any hours less than 173.33 per month) will accrue at a pro-ration of actual hours worked.

To help avoid 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.

Upon termination, unused PTO will be cashed out. For additional clarification, see the LEA Agreement. Accrual rates are specified in the chart below:

LEA PTO Leave

Years of Service	Hours Per Month	Days Per Year
1-2 Years of Service	11.33 Hours per Month	17 Days per Year
3 Years of Service	12.00 Hours per Month	18 Days per Year
4-7 Years of Service	15.33 Hours per Month	23 Days per Year
8-10 Years of Service	16.66 Hours per Month	25 Days per Year
11+ Years of Service	18.66 Hours per Month	28 Days per Year

Exempt Staff – Benefits Eligible

For exempt employees that are benefits eligible, Linfield provide 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). No more than 120 hours of unused PTO may rollover into the next fiscal year.

Exempt staff must report PTO whenever absent from the campus for four (4) or more hours in a work day. Upon termination, unused PTO will be cashed out.

Part-time Exempt employees will accrue PTO on a pro-rated bases.

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 college 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.**

New Employees

Newly hired PTO eligible nonexempt and 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.

Nonexempt employees hired between the 16th and last day of month will accrue a full monthly PTO accrual. If hired after the last day of the month, PTO will accrue at half of the monthly PTO rate.

Exempt employees hired between the 1st and the 15th of the month will accrue a full monthly PTO accrual. If hired after the 16th of the month, PTO will accrue at half of the monthly PTO accrual rate.

Employee Resignation

If a nonexempt employee leaves between the 16th and the last day of the month, PTO will accrue at half of the monthly PTO accrual rate. If a nonexempt employee leaves after the last day of the month, they will receive a full monthly PTO accrual.

If an exempt employee leaves between the 1st and the 15th of the month, PTO will accrue at half of the monthly PTO accrual rate. If an exempt employee leaves between the 16th and the last day of the month, they will receive a full monthly PTO accrual.

Reporting PTO

All PTO eligible employees must inform their supervisor and follow departmental procedures when requesting PTO for vacation and/or personal time off. All PTO used (vacation, sick and personal time off) must be recorded in Timesaver for supervisor approval. PTO balances will be reflected on an employee's paycheck. PTO cannot be used when an employee is on Short Term Disability or Worker's Compensation. Employees are required to exhaust their available PTO prior to requesting leave without pay.

Qualifying Absences for PTO

The 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 (**see Definitions***) 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.

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 Human Resources Office.

SICK LEAVE for Non-Benefits Eligible Employee Groups

Temporary Staff – Non LEA

Temporary staff will accrue 1 hour of sick leave per 30 worked hours, up to a maximum of 40 hours of sick leave. Sick leave hours will not accrue beyond 40 hours. In order to accrue sick leave, temporary staff not eligible for PTO benefits will need to record hours worked each pay period in either Timesaver (electronic timesheets) or on paper timesheets. No sick leave will accrue unless hours worked are reported. Unused sick leave will not be compensated upon termination.

Exempt Seasonal Coaching Staff

Exempt seasonal coaching staff **not** eligible for PTO benefits will accrue 1 hour of sick leave per 30 worked hours, up to a maximum of 40 hours of sick leave. Sick leave hours will not accrue beyond 40 hours. In order to accrue sick leave, exempt seasonal coaching staff not eligible for PTO benefits will need to record hours worked each pay period in either Timesaver (electronic timesheets) or on paper timesheets. No sick leave will accrue unless hours worked are reported. Unused sick leave will not be compensated upon termination.

Adjunct Faculty

Adjunct faculty will accrue up to 1 hour of sick leave per 30 worked hours, up to a maximum of 40 hours of sick leave. Adjunct faculty eligibility for this benefit will be tracked through current adjunct contract provisions. Unused sick leave will not be compensated upon termination.

New Employees

Newly hired employees covered under this section 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. If an employee is rehired into a non-benefits eligible position within 6 months of separation, his/her sick leave bank will be reinstated.

Qualifying Absences for Sick Leave

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 (**see Definitions***) 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.

Required Documentation and Notice for Medical Reasons

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 Human Resources Office.

Reporting Sick Leave

Employees covered under this Section must inform their supervisor and follow departmental procedures when requesting sick leave. Sick leave must be reported for supervisor approval. Sick leave balances will be reflected on an employee's paycheck.

***Definitions:**

Family member – includes the employee's spouse, domestic partner (same- or opposite-gender), custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an employee's same gender domestic partner, an employee's grandparent, or grandchild, or a person with whom the employee is or was in a relationship of in loco parentis. "Family member" also includes the biological, adopted, foster child or stepchild of an employee or the child of an employee's same-gender domestic partner. An employee's child in any of these categories may be either a minor or an adult at the time qualifying leave is taken.

VII. 2 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. 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 college 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 College 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 college 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

Staff – 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 they will not be required to use PTO during that time period.

Faculty – Please refer to the Faculty Handbook for appropriate pay during FMLA qualifying events.

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, 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 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.
- 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.

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 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. 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 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 (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 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 will be required to present certification to the Office of Human Resources 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. 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, 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 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.

VII. 3 Domestic Violence Leave

The college 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 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. Documents will be kept confidential.

Call-In

The college requires employees on statutory leave to comply with 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 Director of Human Resources, the employee will be considered to have voluntarily quit.

VII. 4 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; 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 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.

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

VII. 5 Personal Leave of Absence for Staff

A staff employee may request a personal leave of absence 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 administrator'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.

VII. 6 Jury Duty

Linfield grants leave with pay to an employee who serves on Jury Duty or receives a subpoena to testify. Employees may keep payments received from the court. Employees are eligible for Jury Duty leave immediately.

VII. 7 Bereavement Leave

Bereavement Leave of five (5) working days will be granted with pay upon notification to the **employees'** manager/supervisor in the case of the death of an Immediate Family member. An Immediate Family member 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 Human Resources for additional Bereavement Leave that is allowed under Oregon's Family Leave Law.

Bereavement Leave of three (3) working days will be granted with pay upon notification to the **employee's** manager/supervisor in the case of the death of an Extended Family member. An Extended Family member 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 family Bereavement leave. **Employees** are required to exhaust their available PTO prior to requesting leave without pay. Please contact Human Resources for additional Bereavement Leave that is allowed under Oregon's Family Leave Law.

VIII. PAY PERIODS

VIII. 1 Paydays

Exempt employees and faculty members are paid monthly on the 29th of the month for the current month worked. The pay period for nonexempt employees is from the 16th to the 15th, with a pay date of the 22nd.

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.

VIII. 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 regular, exempt and nonexempt employees shall receive the following seven (7) paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

When a holiday falls on a Saturday, the college will observe the holiday on the preceding Friday. When a holiday falls on a Sunday, the college 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 nonexempt employees, and faculty who are regular status and .50 FTE or greater.

VIII. 3 Winter Break

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

IX. INSTITUTIONAL POLICIES

IX. 1 Anti-harassment and Sexual Harassment Policy [Anti-Harassment Policy](#) [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 visual, verbal, or physical conduct of a sexual nature or 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*.

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 college's 24-hour Employee Assistance Program benefit at:

1-800-356-7089

McMinnville Campus students who wish to seek counseling may contact the Student Health, Wellness, and Counseling Center or the college Chaplain. Portland Campus students may contact Student Affairs to connect with the Psychological Service Center.

State-licensed counselors and the college chaplain are immune from being compelled to divulge confidences. Any communication with a state-licensed counselor or the college chaplain, in their roles as counselor or 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 Director of Human Resources to receive all employee complaints, **verbal** or **written**, of harassment.

An alternate choice for reporting a complaint directly to the director of human resources is to contact the Dean of Faculty, Dean of Students, or a Department Director who will inform the 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 director of human resources.

Investigative Procedures

1. The 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 director of human resources, the college 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.
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 College’s anti-harassment or sexual harassment policy will subject an employee to discipline up to and including termination of employment.

IX. 2 Drug and Alcohol Policy

Linfield College seeks to assure the health and well-being of the entire college community, and is required under the Drug Free Schools and Communities Act Amendments 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

In keeping with the mission of the college, 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. Therefore, the misuse and illegal use, possession, transportation, distribution, manufacture, or sale of alcohol and other drugs is not permitted on property owned or controlled by the college, or while representing the college on business or in other college sponsored activities. The use of alcohol on college owned or controlled property, or at events associated with Linfield programs, is restricted to those of legal drinking age. 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.

Health Risks of Illicit Drugs and Alcohol Abuse

Linfield College seeks to educate and inform members of its community – students, faculty and staff – about the hazards of chemical use and abuse. The following link describes various drugs of abuse, their hazards and short- and long-term effects: <http://www.drugfree.org/drug-guide>.

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 Anonymous503-256-1666
- Substance Abuse Helpline1-800-888-9383
- Narcotics Anonymous503-990-0861
- Crisis Hotline-NW Human Services503-581-5535 or
800-560-5535

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 Assistance 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. The College encourages students and employees who use illegal drugs or who abuse alcohol to seek appropriate assistance.

IX. 3 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 College Public Safety, notifying the police, enforcing restraining orders and/or prosecuting violators.

All employees and students have a **duty to warn** the college 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.

IX. 4 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 College 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 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 College Public Safety. Confiscated weapons will be retained in locked storage by Linfield College 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 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.

IX. 5 Conflict of Interest

General Statement

The college 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 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 IX.5 and the transaction or arrangement is approved in the manner provided in Section IX.5 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 IX.5 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, 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 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 IX. 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; 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.

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 made.
3. Other Personnel:
 - (a) Each exempt or nonexempt staff member shall bring the material facts of the transaction and the exempt staff 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 Cabinet.
 - (b) Those serving on the cabinet shall bring the material facts of the transaction and the cabinet 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 inappropriate under the *Employee Standards of Performance and Corrective Action*, Section V.3 of this chapter and will lead to disciplinary action as set forth therein.

IX. 6 EthicsPoint

A basic principle of Linfield College 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 communication is 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, 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.

IX. 7 Consensual Sexual or Romantic Relations

There are special risks in any sexual or romantic relationship between individuals in inherently unequal positions. In the college context, such positions include but are not limited to teacher 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 teacher-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 College prohibits sexual or romantic relationships between any college 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 college 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.

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 college 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.
4. A Linfield student who within one year after graduation becomes employed by the college 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 his or her immediate supervisor and the Director of Human Resources at the time of his or her employment. If the pre-existing relationship ends, the employee is subject to this policy and is prohibited from entering other romantic relationships with students.

IX. 8 Title IX

Title IX of the Education Amendments of 1972 prohibits discrimination based on gender in educational programs which receive federal financial assistance. Title IX can apply in areas such as athletics, student recruitment and admissions, financial aid, scholarships, course offerings and access, employment, and housing and residential services. Title IX also protects students and

employees, both male and female, from unlawful sexual harassment in school programs and activities, as well as sexual assault, which are forms of unlawful discrimination under Title IX.

Linfield has established a committee, consisting of a Title IX Coordinator and Deputy Coordinators, each of whom have specific knowledge to respond to concerns 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 of Student Affairs and Athletics/Dean of Students

Title IX Deputies:

Dr. Brenda DeVore Marshall, Professor Theatre & Communication Arts

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

Lisa Macy-Baker, Women's Tennis/NCAA Compliance Officer

Jeff Mackay, Associate Dean of Students/Director of Residence Life

IX. 9 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 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 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 Affairs, and/or Director of College 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 Vice President of Academic Affairs and Dean of Faculty, 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 College Public Safety.

Linfield College Contact Information:

Linfield College, Office of Student Affairs, 503-883-2278

Linfield College, Linfield College Public Safety, 503-883-7233

900 SE Baker St.

McMinnville, OR 97128

IX. 10 Budget Preparation and Administration

Heads of administrative departments are responsible for budget proposals to be used in preparing the annual budget for the following fiscal year. They are also responsible for administering their department's budget. The Vice-President of each division is responsible for submitting their division's budget requests in November each year. Those requests are then vetted by the President's Cabinet each December as the Cabinet works to propose a balanced budget for the following fiscal year. In January, the College Planning and Budgeting Council – Budget Working Group reviews the Cabinet proposal and recommends changes, if any, to the President. The Trustees, at their February meeting, approve the tuition, room, board and fee increases as well as the medical rate increases that will take effect in the next fiscal year or plan year. The approval of the expenditure side of the budget is approved much later in the current fiscal year after more information is known about the upcoming college's enrollment. Each vice-president is responsible for ensuring that their division stays within their budget. Any negative variances are to be communicated with the Vice President of Finance and Administration as well as the President.

IX. 11 Capital Improvement Requests

Departments on the McMinnville campus that desire significant space modification through alterations or renovations may make requests to the Vice President for Finance and Administration. A form for this purpose is provided with instructions for preparing the department's budget request for the following year. The Vice President for Finance and Administration reviews the requests and forwards them to the President with priority recommendations. After approval by the President and the Board of Trustees, the campus-wide priority list for capital improvements is distributed to heads of departments. These projects are carried out by the Facilities Services Department as time and resources permit. Projects not completed in a given year in most cases are carried forward until the work is performed.

IX. 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 college. 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. All events with space requirements are to be arranged through the Office of Conference & Event Planning at reserve@linfield.edu, allowing a minimum of five working days prior to the event.

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

IX. 13 Public Relations

The Director of Communications and Marketing is the only person authorized to release information to the media. Individual offices occasionally receive calls from the media in regard to 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 Director of Communications and Marketing. In any event, the Director of Communications and Marketing should be informed of any media inquiries.

IX. 14 Publications

The Director of Communications and Marketing is responsible for all publications that are distributed off campus. All administrative offices and academic departments must clear such publications with the Director of Communications and Marketing.

IX. 15 Grants

All Linfield employees, are encouraged to alert the college 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 Institutional 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 college's top priorities.

The Office of Institutional Advancement has primary responsibility for raising funds to support priority projects and programs of the college. Any contact with external donors such as corporations, foundations or individuals must be coordinated with Institutional Advancement. The President must sign all grant requests. The Institutional Advancement staff can provide information on the procedures for writing, reviewing and submitting requests. For further information, please contact: [Institutional Advancement](#).

X. CAMPUS-WIDE POLICIES

X. 1 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 and/or vaping 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 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 college vehicles.

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

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

X. 2 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, if appropriate, or notify a Manager immediately and then College 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 EH&S maintains the OSHA 300 Log and the Office of Human Resources is responsible for creating a WC Injury file by employee, submitting the completed 801 form, and coordinating light duty or return to work programs in cooperation with the college'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](#)

X. 3 Emergency Preparedness Plan

Linfield College 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 college 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.

XI. OPERATIONAL POLICIES

XI. 1 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.

XI. 2 Computer Policy

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

XI. 3 Email as Official Means of Communication Policy

The Linfield College 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 college 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.

XI. 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. Current validation stickers for ID cards are available at the start of each new academic year. A Linfield College ID allows the holder a number of 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 college. Cardholders may put Wildcat Cash on ID cards to make purchases at Dillin Hall or Starbucks. On the McMinnville Campus, visit the office of CPS to arrange an ID Card. On the Portland Campus, contact the Director of PDX Campus Operations to arrange for an ID card.

XI. 5 Campus Parking

Any vehicle that will be used as transportation on the Linfield campus must be registered with the Linfield College Public Safety Department and must display a Linfield parking permit. There is no charge for this registration or permit. Employees may not park in visitor parking.

The college enforces all Oregon motor vehicle laws as applicable to the campus. Security staff issues parking citations for violation of college parking regulations. Fines are assessed and vehicles may be towed. Citations may be appealed through the Director of College Public Safety. For the complete college policy on campus parking see the College Public Safety website at: [Campus Parking](#).

Parking on the Portland campus is limited and is on a first come first serve bases. 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.

XI. 6 Travel Policy

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

XI. 7 Credit Card Policy

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

XI. 8 Use of College Vehicle

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

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](#)

XI. 9 Use of Personal Vehicle for College Business

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

XII. SUPPORT SERVICES – McMinnville Campus

XII. 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. Unless specifically addressed, 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, the Athletic Complex, the Science Division, and Withnell Commons.

Portland Campus

A commercial courier service picks up intercampus mail from Withnell Commons and delivers to the Portland Campus once a day for delivery the following day.

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

XII. 2 Campus Copiers

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

All requests for printing supplies for copiers only should be emailed to: printersupplies@linfield.edu.

XII. 3 Notary Public

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

XII. 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 and in the basement of Loveridge Hall on the Portland Campus. Regular business hours are posted in the store windows and online. Special events may require other operational hours, which will also be posted. Visit the web site at: [Linfield College Bookstore](#). Current full-time Faculty and Staff receive a 20 percent employee discount on select merchandise with a valid Linfield ID.

XII. 5 Dillin Hall and Starbucks at Riley Hall

The Linfield College dining facility is located in Dillin Hall. Food service is provided by Sodexo. Meals for staff and faculty are available at current meal times 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 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 or 503-883-2448. For more information, visit the web page at: [Conferences & Food Service](#).

XII. 6 Linfield Campus Safety

The Office of College Public Safety serves all students, staff, faculty and guests of the college. 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 and parking enforcement. Any criminal offenses occurring on campus or at college-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.

XII. 7 Portland Campus Safety

In an emergency, call 911, followed by Legacy Security Dispatch at 503-413-7911 or X37911 from a campus phone. (State your location including 'Linfield/Good Sam' since the dispatcher manages all Legacy campuses). Any security, safety issues or suspicious activity on campus should be reported to the Legacy Security Dispatch. For questions, campus-safety concerns, or to report accident or injuries, contact the Director of Portland Campus Operations at pcop@linfield.edu.

Revised April, 2018
(by Finance & Administration)