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APPEAL OF SEPARATION

Any regular employee who has been terminated or discharged may file a written appeal with the Director of Human Resources within seven calendar days from the date of termination or discharge. In the case of a dismissal in the Office of Human Resources, the written appeal may be made to the Executive Vice President within the established time frame.

The written appeal should address the following:

1. whether the procedure followed was proper to guarantee equal treatment;
2. whether there was personal prejudice affecting the decision;
3. whether all pertinent facts were considered in making the decision; and
4. what form of redress the employee is seeking.

Appeals of Separation will be handled by the regular grievance procedure.

ATTENDANCE

All personnel are expected to report to work at their regularly scheduled starting time. The supervisor must be notified at the beginning of the work day if it is necessary for an employee to be late or absent from work. If an illness is expected to be of an extended duration, the supervisor should be notified of this to insure proper work coverage. Unreported absences may not be charged against earned leave time and may result in disciplinary action. Employees who are absent on consecutive days due to illness must call the supervisor each day.

BEREAVEMENT LEAVE

All exempt secretarial/clerical staff will be paid up to five (5) days bereavement compensation for the loss of work due to the death of mother, father, wife, husband, son, daughter, brother, sister, mother-in-law, father-in-law, sister-in-law, and brother-in-law. An employee will be paid up to three (3) days bereavement compensation for the loss of work due to the death of grandparent, grandchild, stepmother, stepfather, stepsister, stepbrother, and legal guardian. An employee will be paid up to one (1) day of bereavement compensation for the loss of work due to the death of aunt, uncle, first cousin, niece, nephew, and ex-spouse. In the case of a current life companion, the Director of Human Resources shall consult with the employee in determining the length of bereavement leave to be granted by the College.

In cases where an employee has no vacation time available for additional bereavement leave, and in extraordinary circumstances, requests for additional time may be made to the Director of Human Resources.

CREDIT UNIONS

Marist College is a participating member of the Taconic Educational and Governmental Federal Credit Union (TEG) and the Hudson Valley Federal Credit Union (HVFCU). Membership is open to all employees. Faculty and staff who wish to become members must visit one of the local TEG or HVFCU branch offices. Brochures are available from the College Payroll Office in room 214 of Donnelly Hall.

DEMOTION

A demotion is change of an employee from one job to another having a lower starting salary and decreased responsibilities. A demotion may also be a reduction in the level of responsibility of a position with an accompanying reduction in salary. As an alternative to dismissal, an employee may be demoted if her/his performance is consistently unsatisfactory. Documentation is required for such a step and the Director of Human Resources must inform the employee at the time that such a demotion is being considered and that the employee's salary will be reduced to reflect the decreased responsibilities.

An employee may request in writing a voluntary demotion for personal reasons. The request should state the reasons and the date of the desired demotion.

DISABILITY LEAVE/NYS SHORT-TERM DISABILITY

Disability benefits, under the NYS Disability Insurance Law, are temporary cash benefits payable to an Exempt Secretarial/Clerical Staff member when he/she is disabled by an off-the-job injury or illness. A staff member who cannot report for work beyond 7 consecutive calendar days for reasons of sickness or bodily injury is eligible for short-term disability insurance under the law.

Regular compensation continues during the time of illness or disability, up to a maximum of 26 weeks. Disability checks are remitted directly to the College. All benefits paid by the College through payroll deduction are continued during the length of the disability. No other fringe benefits accrue. Employees are required to present medical certification of their fitness to return to full duty before returning to work.

Disability claim forms must be filed with the Payroll Office within 7 days from the first date of absence in order to insure proper protection. Forms and information are available in the Payroll Office, Donnelly Hall, room 214. Both the employee's and certifying physician's sections of the disability claim forms must be completed in order for salary to be continued. The physician's statement must attest to the fact that the staff member is unable to perform the normal duties of his/her position. The College has the right to withhold wages from staff members who do not file a completed disability claim form. Staff members are required to notify their supervisor immediately whenever the status of their disability changes (i.e. disability will end prior to original anticipated date, disability will extend beyond previously anticipated date). An employee on disability leave may be required to provide updated medical documentation at the request of the Office of Human Resources or the Supervisor. Failure to provide a medical update may result in a suspension of salary payments.

Premiums for Disability Insurance are paid jointly by the College and the staff member.

Pregnancy-Related Disability is covered under the NYS Disability Insurance Law and is treated as a temporary disability as defined above. Under normal circumstances, the disability insurance provides 6 weeks coverage for temporary disability related to childbirth. Complications of pregnancy are considered on an individual basis in conjunction with the attending physician.

EARLY AND REGULAR RETIREMENT

- Normal Retirement – A separation from service at the College upon or after reaching age 65 and following a minimum of 10 consecutive years of full-time service prior to separation.
- Early Retirement – A separation from service at the College when age combined with consecutive years of service is equal to or greater than 75 with a minimum of 20 years of service. For health benefits entitlement, an employee must have five consecutive years of participation in the health insurance plan immediately preceding date of retirement.

Employees who meet the above noted service requirements are entitled to the Employee Post Retirement Benefits described in this Handbook.

PRE-RETIREMENT COUNSELING

The College shall periodically offer pre-retirement counseling programs through the Office of Human Resources.

Notice of full or early retirement should be made in writing to the immediate supervisor as soon as the employee has made the decision to retire.

EDUCATIONAL BENEFITS

Employee Benefits

Tuition waivers for full-time Marist College employees attending Marist College will be provided and will equal that amount which is the remainder after the grants and awards for which the student is eligible have been subtracted from the cost of tuition for standard undergraduate programs at the College. The employee is responsible for the total bill until this condition has been met. This benefit, applicable to graduate school, is limited to six (6) credit hours per semester. Graduate courses are offered to employees on a non-discriminatory basis and on the basis of available space. Employees are responsible for payment of all other fees. The Office of Financial Aid will provide employees with grant and award information. All appropriate applications must be filed prior to the beginning of the semester for which benefits are applied.

Tuition waivers for part-time Marist College employees whose regular work assignment is at least twenty (20) hours per week but less than full-time will be provided, and will equal one-half (1/2) the amount which is the remainder after the grants and awards for which the student is eligible have been subtracted from the cost of tuition for standard undergraduate programs at the College. This benefit, applicable to graduate school, is limited to six (6) credit hours per semester. Graduate courses are offered to employees on a non-discriminatory basis and on the basis of available space. Employees are required to pay all other fees. The Office of Financial Aid will provide employees with grant and award information. All appropriate applications must be filed prior to the beginning of the semester for which benefits are applied.

There is no tuition benefit for employees of Marist College whose regular work assignment is less than twenty (20) hours per week.

Employees are subject to all rules and regulations of student status in fulfilling academic and fee requirements.

Employees will not be counted in calculating the number of students enrolled in a specific course requiring a minimum number of enrollees for the course to be in effect.

Special activity courses (including those offered by the Adult Education Office), where the instructor is paid on a per student basis and not by regular contract, may be taken provided the student assumes the full cost of the course. Educational benefits do not apply.

Eligibility for tuition waiver commences after four (4) months of employment. However, former full-time Marist undergraduate students who do not have a degree, will be subject to a one (1) year period from the last date of attendance, in addition to the regular four (4) month waiting period.

Any tax on tuition remission is the responsibility of the employee depending on IRS regulations which are in effect at the time of benefit.

N.B. Part-time employees hired before 07/01/79 will be eligible for tuition benefits under the terms and conditions set prior to 07/01/79.

Dependent Children (A dependent child is an unmarried child who is claimed as a dependent on a staff member's income tax during the year for which tuition benefits are being applied.)

Tuition waivers for dependent children of full-time Marist College employees attending Marist College will be provided and will equal the amount which is the remainder after the grants and awards for which the student is eligible have been subtracted from the cost of tuition for standard undergraduate programs at the College. The employee is responsible for payment of all other fees. This benefit does not include room and board. The Office of Financial Aid will provide employees with grant and award information. All appropriate applications must be filed prior to the beginning of the semester for which benefits are applied.

Tuition waivers will be provided for dependent children of Marist College employees attending Marist College whose regular work assignment is at least twenty (20) hours per week but less than full-time and will equal one-half (1/2) the amount which is the remainder after the grants and awards for which the student is eligible have been subtracted from the cost of tuition for standard undergraduate programs at the College. Employees are responsible for payment of all other fees. Such tuition waivers will also be granted to non-matriculated students and to part-time students attending Marist. The Office of Financial Aid will provide employees with grant and award information. All appropriate applications must be filed prior to the beginning of the semester for which benefits are applied.

There is no tuition benefit for dependent children of Marist College employees whose regular work assignment is less than twenty (20) hours per week.

This benefit is limited to undergraduate courses. There are no benefits for dependent children taking graduate courses. Special courses involving outside or additional fees may be taken provided the student assumes the cost of these fees. Recipients of the tuition waiver are subject to all rules and regulations of student status in fulfilling academic and fee requirements. Those students with tuition waivers will not be counted in calculating number of students enrolled in specific courses requiring a minimum number of enrollees for the course to be in effect.

The amount of the tuition benefit for dependent children of full-time employees who are attending other accredited undergraduate institutions full-time is available from the Office of Human Resources. This benefit is for a total of eight (8) semesters. All appropriate applications for grants, scholarships and awards must have been submitted prior to the application of this tuition benefit. The employee is responsible for the total

bill until this condition has been met. This benefit is applicable to full-time students only and covers tuition and on-campus room and board. All other fees are excluded.

The tuition benefit for dependent children of Marist College employees attending other accredited undergraduate institutions full-time whose regular work assignment is twenty (20) or more hours per week but less than full-time is one-half (1/2) the amount provided for dependent children of full-time employees. All other terms and conditions are the same.

Eligibility for the tuition benefit for dependent children begins after two (2) full years of employment. The two (2) years must be completed prior to the first day of the semester for which the benefits are being applied. Benefits are applicable to children of retired staff members who were eligible for such benefits at the time of their retirement and are dependents according to IRS regulations.

Eligibility ceases with termination of employment at Marist College. Any tax on tuition remission is the responsibility of the employee.

N.B. Part-time employees hired before 07/01/79 will be eligible for dependent tuition benefits under the terms and conditions set before 07/01/79.

Spouse of Marist College Employees

Tuition waivers for spouses of all full-time Marist College employees attending Marist College will be provided and will equal the amount which is the remainder after the grants and awards for which the student is eligible have been subtracted from the cost of tuition for standard undergraduate programs at the College. The employee is responsible for the total bill until this condition has been met. Employees are responsible for payment of all other fees. There is a six (6) credit per semester benefit applicable for graduate school. The Office of Financial Aid will provide employees with grant and award information. All appropriate applications must be filed prior to the beginning of the semester for which benefits are applied.

Tuition waivers will be provided for spouses of Marist College employees whose regular work assignment is twenty (2) hours or more per week but less than full-time and will equal one-half (1/2) the amount which is the remainder after the grants and awards for which the student is eligible have been subtracted from the cost of tuition for standard undergraduate programs at the College. Employees are responsible for payment of all fees. The Office of Financial Aid will provide employees with grant and award information. All appropriate applications must be filed prior to the beginning of the semester for which benefits are applied.

There is no tuition benefit for spouses of Marist College employees whose regular work assignment is less than twenty (20) hours per week.

Recipients of the tuition waiver are subject to all rules and regulations of student status in fulfilling academic and fee requirements. Recipients of the tuition waiver will not be counted in calculating the number of students enrolled in a specific course requiring a minimum number of enrollees for the course to be in effect. Special activity courses (including those offered by the Adult Education Office), where the instructor is paid on a per student basis and not by regular contract, may be taken provided the student assumes the cost of these courses. Educational benefits do not apply.

Eligibility for the tuition waiver for spouses commences after the employee has worked four (4) months at the College. Any tax on tuition remission is the responsibility of the employee.

EMPLOYEE POST-RETIREMENT BENEFITS

The Post-Retirement Benefits described below are available to eligible employees taking normal retirement at age 65 or later, as well as individuals below the age of 65 who are party to an approved Early Retirement Agreement as referenced in the Early Retirement Plan section of this policy.

1.0 Medical Coverage

- a. Eligibility is limited to full-time employees only.
- b. All employees who have completed fifteen (15) or more years of continuous full-time employment at the College prior to retirement are, upon the actual date of retirement, eligible to continue their coverage in the medical benefits plans offered by the College at the time of their retirement and as modified thereafter. Individuals who are 65 years of age must enroll in the Medicare/College Health Plan coverage; individuals who retire before age 65 must enroll in the Medicare/College Health Plan coverage; individuals who retire before age 65 must switch to the Medicare/College Health Plan coverage upon attainment of age 65. The premium cost for such coverage is distributed between the employee and the College at the rate in effect for such distributions on the actual date of the employee's retirement, for all who retire on or before June 30, 2001. Those who retire after June 30, 2001, are responsible for payment of one half (1/2) of all rate increases over the June 30, 1998 base rate.
- c. All employees who have completed at least ten (10) but less than fifteen (15) years of continuous full-time employment at the College prior to retirement are, upon the actual date of retirement, eligible to continue their coverage as in the medical benefits plans offered by the College at that time and as modified thereafter. Individuals who are 65 years of age must enroll in the Medicare/College Health Plan coverage; individuals who retire before age 65 must switch to the Medicare/College Health Plan coverage upon the attainment of age 65. The premium cost is shared equally between the College and the employee if the employee elects this coverage and retires prior to July 1, 2001. Those who retire on or after July 1, 2001, are responsible for a payment of one half (1/2) of all rate increases over the June 30, 1998 base rate.
- d. Employees who have not completed ten (10) years of continuous service prior to the actual date of separation are not eligible for post-retirement benefits, regardless of their age at the time of separation. Applicable COBRA Benefits apply and the cost of that coverage is borne entirely by the employee if coverage is elected.

- e. Employees who separate under the College's Total Disability Plan and who qualify for medical benefits according to the service requirements of 1.b, 1.c, or 1.d above are automatically eligible for coverage, regardless of age.
- f. A spouse or dependent covered by the employee's Medical Benefit on the day preceding the actual date of retirement may continue that coverage after the employee's retirement. The premium contribution rate for such coverage will be the same as described in Paragraphs 1.b, 1.c, and 1.d above. Spouse/dependent coverage may not be added after the effective date of the employee's retirement.
- g. If a retired employee has a spouse and/or dependent under 65, the regular dependent rates in effect for all College employees are used in calculation of premiums.
- h. A spouse is considered a dependent with corresponding premiums and coverage until he/she reaches age 65. Upon attainment of age 65, the spouse will qualify for Medicare as well as the College Post 65 Medical Benefits.
- i. All retirees who reach the age of eligibility for Medicare benefits must apply for Medicare benefits to ensure appropriate coverage and coordination of benefits.
- j. It is imperative that all College employees register with the Social Security Department at least 6 months prior to their 65th birthday to insure the receipt of Medicare benefits. Coverage is not automatic. Each employee must register for the A and B coverage. The College's Post 65 Retirement Medical Benefit Program is predicated upon the condition that both A and B Social Security Medicare Benefits are in effect.
- k. Coverage for eligible spouse/dependents of a Marist retiree will continue upon the death of the retiree for a period of 18 months on the same basis as prior to the retiree's death. After 18 months, coverage may continue with the eligible spouse/dependent becoming responsible for the full premium cost of the applicable coverage.

2.0 Tuition Benefit

- a. All employees who have completed twenty (20) or more years of full-time continuous employment at the College prior to retirement are eligible for a full waiver of tuition for themselves, their spouse or dependents (as defined by the IRS Code) at the time of retirement.
- b. All employees who have completed at least fifteen (15) but less than twenty (20) years of full-time continuous employment at the College prior to retirement are

eligible for a ½ waiver of tuition for themselves, their spouse or dependents (as defined by the IRS Code) at the time of retirement.

- c. The benefit for dependent children is limited to undergraduate courses only.
- d. All employees with less than fifteen (15) completed years of full-time continuous employment at the College prior to retirement are not eligible for tuition benefits.
- e. This benefit applies to tuition only for traditional academic courses. All fees are the responsibility of the employee or his/her spouse and/or dependent(s).
- f. Other tuition benefit programs for employees such as the tuition remission at other institutions, etc., do not apply to this benefit. The benefit is limited to tuition waiver at Marist College only.

3.0 McCann Center

- a. All employees who have completed ten (10) or more years of full-time continuous employment prior to retirement at the College are eligible for a family membership at the McCann Center free of charge.
- b. All employees with less than ten (10) completed years of full-time continuous employment prior to retirement are eligible to join at the standard rate.

4.0 Life Insurance

- a. All employees who have completed twenty (20) or more years of full-time continuous employment prior to retirement are eligible for \$5, 000 of group life insurance. Premiums are divided equally between the College and the employee.
- b. All employees who have completed at least fifteen (15) but less than twenty (20) years of full-time continuous employment prior to retirement are eligible for \$4,000 of group life insurance. Premiums are divided equally between the College and the employee.
- c. All employees who have completed at least ten (10) but less than fifteen (15) years of full-time continuous employment prior to retirement are eligible for \$3,000 of group life insurance. Premiums are divided equally between the College and the employee.
- d. All employees with less than ten (10) years of full-time continuous employment prior to retirement are not eligible for this benefit.

EMPLOYMENT

The College, through its supervisory personnel, has the right to describe and determine duties and responsibilities, competency of work, promotion, demotion, discharge, etc. and may revise the terms and conditions of employment at any time.

Full-time union exempt secretarial/clerical employees are those whose regular work assignment is 37 ½ hours per week.

Part-time union exempt secretarial/clerical employees are those whose regular work assignment is less than 37 ½ hours per week.

Regular employees are those who have successfully completed the probationary period and are considered a part of the regular work force.

Probationary employees are those who have been hired for a regular position but who have not yet completed the probationary period.

Temporary employees are those who are hired for a limited period of time, who go through no probationary period and who can expect their employment to be both temporary and conditional to the job at hand. They receive no benefits. Temporary employment will be limited to a maximum of six months. Temporary employees will be granted ½ credit for time worked, up to a full waiver of the probationary period. This credit applies only to temporary employment in the same position as the regular position for which the candidate is applying and not to lateral moves or transfers to other positions. Conversion of temporary employees to regular status is not automatic. Any temporary position, in order to gain regular status, must be filed in accordance with the established College Recruitment and Selection procedures. Vacation and personal leave benefits for temporaries who become regular will be granted based on ½ credit. This section refers to temporary workers who are on the College payroll.

Full-time employees hired on a basis of less than 12 months will receive benefits on a pro-rated 12-month basis.

Students working for the College under work-study or during summer or mid-term recess are not subject to the terms and conditions of this manual.

To qualify for educational benefits, employees may not be full-time students of the College at the time of their hire. Former full-time students who have not completed a Bachelor's degree will be subject to a waiting period of one calendar year in addition to the four-month standard waiting period before becoming eligible.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

Marist College, both as an employer and as an educational institution, is committed to equal opportunity for all persons without regard to race, color, creed, religion, sex, age, marital status, national origin, sexual orientation, veteran status, or disability. This policy applies to all actions related, but not limited to, recruitment, selection, retention, training, job classification, promotion, compensation, termination, performance evaluations and grievance procedures. This statement covers all College employees.

The College's affirmative action program is contained in the College's Affirmative Action Plan and is available through the Affirmative Action Advisor.

Should employees have any questions about advancement, compensation, job classification, promotion or other employment matters, they can be discussed with their immediate supervisor or the Affirmative Action Advisor.

FAMILY LEAVE POLICY

Eligible employees may be entitled to unpaid leave under the federal Family and Medical Leave Act (FMLA) for specified family and medical reasons. FMLA applies equally to male and female employees. Paid leave must be substituted for unpaid leave in certain cases. The following is the College's FMLA policy for exempt secretarial/clerical staff members.

Eligibility

To be eligible for FMLA benefits, an employee must have been employed by the College for at least twelve (12) months and have worked for at least 1,250 hours during the 12-month period immediately preceding the start of the leave.

Qualified Leave Reasons

The College will grant FMLA leave to eligible employees for any of the following reasons:

- The employee's serious health condition;
- The birth and care of the employee's child;
- Placement with the employee of a child for adoption or foster care; or
- Care of the employee's spouse, domestic partner, child, or parent with a serious health condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider.

Leave for the birth and care, or placement and care of a child must conclude within 12 months of the birth or placement of the child.

Notice Requirement

Employees seeking FMLA leave are required to provide their supervisors and the Office of Human Resources at least 30 days prior written notice of the proposed leave. Where advance notice is not possible, such as in the event of a medical emergency, notice should be given as soon as possible. Failure to give advance notice where foreseeable may delay or postpone the commencement of the leave.

Certification of a Serious Health Condition

If FMLA leave is based on a serious health condition, whether it involves the employee or a family member (parent, spouse, domestic partner or child), medical certification from a health care provider is required. Failure to provide such certification may result in a delay of the employee's leave. Where the College requires an employee to provide a medical certification, that certification must be provided within twenty (20) calendar days of the College's request.

In addition, when returning to work from a leave taken because of the employee's own serious health condition, the employee will be required to provide medical certification that the employee is fit to return to work.

Employees should be aware that the College may, under certain circumstances, require recertification of a medical condition. In addition, employees may be required to report on their intent to return to work. Whenever an employee learns of a change in the anticipated length of a FMLA leave, the employee must notify the College within one (1) week of learning of such a change.

Length of Leave

Eligible employees may be entitled to up to twelve (12) weeks of unpaid leave during any 12-month period based on the employee's original date of hire. Each time an employee takes FMLA leave, the remaining leave entitlement equals the balance of the 12 weeks that has not been used during the immediately preceding 12 months.

Where the College employs both spouses or domestic partners, they are each entitled to 12 weeks of FMLA leave for the birth and care of their newborn child, or for the care and placement with them of a child for adoption or foster care.

In certain circumstances, employees may take intermittent leave or leave on a reduced leave schedule. Intermittent leave or leave on a reduced schedule for the birth and care or placement and care of a child for adoption or foster care will be allowed only with the College's prior written approval. Intermittent leave or leave on a reduced schedule may be taken, with the approval of the College, when medically necessary to care for a seriously ill family member or because of the employee's own serious health condition.

Benefits During Leave

During any FMLA leave, the College will maintain the employee's medical, dental, life and disability insurance coverage on the same conditions that coverage would have been provided if the employee had been continuously employed during the entire leave period. The College and the employee will each continue to pay their portion of the benefit costs. If an employee does not return to work at the termination of the family leave, the employee shall be required to reimburse the College for health care premiums remitted by the College during the family leave period.

Return from Leave

Employees returning from leave will be reinstated to the same or equivalent position, with equivalent pay, benefits, and other terms and conditions of employment. Failure to return to work may result in termination of employment.

FMLA, NYS Disability, and Workers' Compensation

FMLA benefits may run concurrently with benefits provided by New York State Disability and/or Workers' Compensation. After three (3) months of absence, an employee will be notified that s/he will also be on FMLA for the duration of the disability or workers' compensation leave.

Information can be obtained from the Office of Human Resources. In addition, a poster has been placed in the Office of Human Resources which includes further details regarding eligibility and other requirements of the law. Questions of interpretation under this policy will be resolved by reference to the FMLA and regulations issued by the US Department of Labor (www.dol.gov).

GARNISHMENTS

The College will not act as a legal agent for outside agencies in the collection of debts or the conduct of business with its employees. In the case of garnishments, subpoenas, etc., the College will cooperate with legal authorities to the extent required by law. An employee whose salary has been garnished will be notified by the Payroll Office. Steps should be taken to insure against further proceedings.

GRIEVANCE PROCEDURE

The Staff Grievance Procedure is designed to provide a fair and equitable resolution for concerns related to terms or conditions of employment. Retaliation against a staff member for utilizing this Grievance Procedure violates College policy and will result in appropriate disciplinary action, up to and including termination. Any staff member who believes that s/he has been retaliated against or treated unfairly for utilizing the grievance procedure or for cooperating in an investigation, or otherwise participating in any proceeding under this procedure, should contact the Office of Human Resources.

DEFINITION

A grievance is defined as an unresolved issue concerning the application of College policy, practice, or procedure. Complaints regarding performance appraisals, reductions in the size of the workforce and/or the designation of individuals for redeployment or separation from a department due to downsizing are not matters subject to a grievance under this policy.

ELIGIBILITY

All regular union-exempt staff members who have completed their probationary period and who believe they have been done an injustice through the action of another employee, a supervisor, or other person acting officially for Marist College may file a grievance under this procedure.

INTERPRETATION OF COVERAGE

Where a dispute exists as to whether a particular matter is subject to coverage by this policy, Marist College reserves the right to make the final judgment on that question. This decision will be made by the Assistant Vice President for Human Resources. In making that judgment, the Assistant Vice President for Human Resources will interpret the coverage of this procedure liberally. He or she will deny application of the procedure only where the matter in question clearly concerns issues of broad policy in which the grievant has no direct interest, where the Assistant Vice President for Human Resources has good reason to believe that a grievance has been brought in bad faith for political or similarly inappropriate reasons, or in other circumstances in which use of these procedures would clearly endanger their effectiveness as an instrument for the redress of grievances. Such a decision will be rendered in writing to the employee and will be final.

INFORMAL STAGE

1. The employee should first meet with his/her supervisor to discuss his/her grievance. This meeting should take place within five (5) working days from the time the employee first had knowledge of the adverse action. Failure of the employee to meet with the supervisor within five (5) working days shall preclude further processing of the grievance. If there are extenuating circumstances that prevent meeting this time limit, an extension may be approved by the Assistant Vice President for Human Resources.
2. If the grievance remains unresolved, the employee may discuss it with his/her next-in-line supervisor.

Wherever possible, the supervisor and/or the next-in-line supervisor should make every effort to resolve the grievance at the informal stage.

3. If circumstances of the grievance prevent using step 1 and/or 2, or if the next in-line supervisor does not resolve the grievance within seven (7) working days, the employee may discuss the grievance with the Director of Human Resources.
4. If the grievance involves a question of judgment or opinion not covered directly by a policy or employment law, the Director of Human Resources, or if necessary, the Assistant Vice President for Human Resources, shall counsel with the employee, the supervisor and the next-in-line supervisor to resolve the grievance, if possible.

FORMAL GRIEVANCE

If the grievance has not been resolved by informal appeal, the aggrieved employee may submit a request in writing to the Assistant Vice President for Human Resources to have the grievance considered by a formal grievance committee. The request must be submitted within five (5) working days after the last stage of the informal process. Failure to request a formal grievance within five (5) working days shall preclude further processing of the grievance.

Procedure

- A request by the grievant for a formal grievance hearing must include the nomination of one regular full-time employee who is willing and available to serve as a member of the grievance committee.
- The Assistant Vice President for Human Resources has the discretion to either approve or disapprove the request based on the circumstances of the grievance and the possible conflict of interest of the nominee. If the request is disapproved, the Assistant Vice President for Human Resources shall state the reason therefore in writing. If approved, he/she will appoint a grievance committee to meet within fifteen (15) working days or as soon thereafter as possible. In any case, the nominee has the right to refuse the nomination. The grievance committee will include:
 1. The employee named in the original request or a substitute satisfactory to the grievant and the Assistant Vice President for Human Resources.
 2. An employee nominated by the Assistant Vice President for Human Resources.
 3. A chairperson selected by mutual agreement of the other two members. The chairperson can be any regular full-time employee who is willing and available to serve in this capacity. If the two members cannot agree upon a chairperson, the chairperson will be appointed by the Assistant Vice President for Human Resources.
 4. The Director of Human Resources shall serve as technical advisor and secretary to the grievance committee. The Director has no vote on the committee, but may pose questions to the grievant, respondent and witnesses and take part in all deliberations regarding the recommendations and findings of the committee.
- The grievance committee shall hear the grievance together with such witnesses as it deems germane to the grievance. Proceedings are closed to any individual/party not involved with the grievance. Since these proceedings are internal procedures, participation is limited to regular employees only. The grievance committee may authorize testimony from external constituents if, in its judgment, the testimony is needed to fairly process the grievance.
- The grievance committee shall make every effort to forward its findings and recommendations in writing to the Assistant Vice President for Human Resources within 15 working days of the conclusion of the formal hearing. The grievance committee has the authority reconvene the proceedings and/or to request any additional information/witnesses/pertinent materials it deems necessary in order to make recommendations. The Assistant Vice President

for Human Resources, at his or her discretion, shall, upon request, make copies of the findings and recommendations available to the grievant and the individual against whom the grievance is filed.

Authority of the Grievance Committee

- The findings and recommendations of the grievance committee shall be limited to the resolution of the specific dispute presented. Personal preferences and judgments unrelated to the grievance shall not be included in the committee's findings and recommendations. In reaching their decision, the grievance committee shall exclusively rely on the testimonial and documentary evidence presented at the grievance hearing. In fashioning a remedy, the grievance committee shall limit itself to a remedy which is specific and appropriate to the violation(s) found. In carrying out their function, the grievance committee shall not have the power to add to, subtract from, or modify the terms of the Exempt Secretarial/Clerical Manual.

Authority of the Assistant Vice President for Human Resources

- The Assistant Vice President for Human Resources shall notify the parties in writing of the findings and recommendations of the grievance committee. Before so doing, the Assistant Vice President for Human Resources has the sole right to remand for reconsideration the findings and/or recommendations of the committee if, in his/her judgment, they are beyond the scope of the grievance committee's authority or otherwise arbitrary and capricious. In such a case, the Assistant Vice President for Human Resources may remand the grievance to the same committee or may cause a new committee to be formed.

Appeal

- The findings and recommendations may be appealed in writing to the Executive Vice President by either party within ten (10) working days of the receipt of the written decision. The decision of the Executive Vice President will be final.
- In cases where a conflict of interest arises with any of the officials named above, the President will appoint another employee on an ad hoc basis to serve in the designated capacity. Written statements alleging such conflict of interest may be submitted to the President by the grievant, the individual against whom the grievance is filed, or any of the officials named above. The decision that a conflict of interest exists is reserved to the President alone.

HEALTH and DENTAL INSURANCE

Marist College affords union-exempt secretarial/clerical employees who work 30 hours or more a week the option of enrolling in a health insurance plan and/or a dental insurance plan. Staff is required to contribute a portion of the premium through salary reduction. Details of the costs are available in the Office of Human Resources. Part-time employees who work at least 20 hours but less than 30 hours per week are eligible for enrollment at 50% of the premium.

The plans are described in the College's Summary of Benefits brochures which are available from the Health Benefits Representative in the Office of Human Resources.

Health insurance is available after the completion of the probationary period. Enrollment must take place within the first 30 days following the completion of probation or annually during the open enrollment. An enrollment application must be completed and on file with the Office of Human Resources. Signed waiver cards are necessary to have on record if any employee does not wish to enroll in the College's group program.

Employees moving from full-time to part-time status (20 or more hours per week) who have participated in the plan may continue their coverage but must assume responsibility for 50% of the cost of the plan.

In certain circumstances, employees and family members who lose coverage may be entitled to continue in the health and/or dental plans. Information on continuation coverage, also known as COBRA, is available in Human Resources.

HOLIDAYS

The College observes 13 regularly scheduled holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day *
Thanksgiving
Friday following Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

* Election Day is a scheduled holiday only in a Presidential election year.

To be eligible for holiday pay, an employee must be working according to his/her regular schedule and not be on a leave of absence.

Any holiday falling on a Sunday will usually be observed the following Monday. Holidays falling on a Saturday will usually be observed Friday. Any changes in this schedule will be the responsibility of the Chief Financial Officer.

If the College is in session on any of the above holidays, either campus wide or in part, the holiday may be postponed, depending on the academic calendar, to provide a long weekend at a future date or to allow for a "Floating Holiday".

Notification of postponement will be published at least one month in advance. If the campus community is observing the holiday and a full-time member of the staff is required to be at work, either holiday compensation, plus overtime, will be paid, or another day will be given in lieu of the holiday.

All regular part-time employees will receive pro-rated holiday compensation under the condition that they worked during the holiday week as part of their regular duties. Part-time employees with less than one week of employment will not receive holiday compensation.

JOB CLASSIFICATION

The Office of Human Resources is responsible for job analysis and position classification. Job descriptions for all positions within the union-exempt secretarial/clerical group are on file in the Office of Human Resources. Job classification, based on job responsibilities, range from level 3 through level 7.

If, for a significant period of time, an employee is performing work substantially different from the job description for her position, the employee should request a reclassification review by the Office of Human Resources. When an employee requests a reclassification and that request is denied, a written explanation of the reasons for the denial shall be furnished to the employee.

Reclassifications are not covered by the grievance procedure and are expressly reserved as a management right.

JURY DUTY

Employees called to serve the courts as jurors will be given time off at their regular rate of pay for such service.

LAY-OFFS

Whenever in the judgment of the College there exists an occasion for lay-offs from employment, the College shall give thirty (30) days notice before putting any lay-offs into effect.

In designating which positions have the same or similar titles for purposes of layoffs, only official titles will be considered: “in-house” or “working” titles will not be considered.

The order of lay-offs among employees holding the same or similar titles as abolished positions will be:

1. Temporary
2. Probationary
3. Regular part-time
4. Regular full-time

An employee who is laid off has the option to displace the employee with the least seniority within the same job level. When more than one position in a job level is abolished, the person with the most seniority has the first opportunity to exercise this option.

When there are no positions within a job level, the laid off employee may displace an employee with less seniority in any title provided the laid off employee previously served in that position on a permanent basis and her service in the prior position was satisfactory.

When there are no positions within a job level and no positions in which the laid off employee previously served on a permanent basis, the laid off employee may displace any employee with less seniority in any title at the same or lower level provided the employee meets the minimum qualifications of the position and has the ability to perform the duties and responsibilities of the position at a full performance level.

Payments of two (2) weeks pay for each five (5) years of continuous service shall be made by the College at the time of lay-off.

Employees being laid off should consider the move as permanent and are encouraged to seek other employment; however, re-employment privileges exist as vacancies occur under the following conditions:

1. Laid off employees with the most seniority will be given preference in filling vacancies in the same or similar positions from which the employees were laid off.
2. Laid off employees may be given preference in filling vacancies in lower

level positions than the ones from which the employees were laid off.

3. Laid off employees may apply for openings at a higher level than their former positions but will not be given preference.
4. Performance prior to the lay-off must have been satisfactory.
5. Laid off employees will lose any re-employment privileges by not applying for the same or similar position as the one from which the employees were laid off and not accepting it if offered.

An employee who is forced to move to a lower level position due to an economic force adjustment shall have his/her salary reduced as follows:

Weeks 1 through 12 - 1/3 reduction
Weeks 13 through 24 - 2/3 reduction
Weeks 24 and thereafter - full reduction

The reductions shown above are based on the difference in salary for the old and new position.

LEAVE OF ABSENCE

Employees shall apply in writing for a leave of absence of up to one (1) year without pay. The Senior Executive reserves the right to approve all requests for leaves of absence. While it is not possible to guarantee the employee his/her same position, after one hundred and twenty (120) calendar days, priority for employment will be given if a suitable position is vacant at the time of reapplication at the rate of pay of the new position. Fringe benefits do not accrue during leaves of absence, with the exception of the educational benefits which shall be pro-rated for no more than one (1) semester.

Any employee who during his/her leave of absence is employed elsewhere without prior permission or who fails to return immediately upon expiration of his/her leave shall be deemed a voluntary quit.

Paragraph one, notwithstanding, the employee shall be guaranteed his/her position for one hundred and twenty (120) calendar days.

LIBRARY

Marist employees and their families have full privileges at the Library. A Marist identification card is required to check books and materials out of the Library.

LIFE INSURANCE

All full-time union-exempt Secretarial/Clerical staff will be covered by Life Insurance in the amount of \$20,000. The premium cost for life insurance is split between the College and the employee with the College contributing 85% of the premium and the employee contributing 15%.

Eligibility for enrollment occurs within 30 days after the successful completion of the probationary period or annually during the open enrollment. Part-time employees are not eligible for life insurance.

Employees who do not want the life insurance coverage must sign a waiver form.

Employees can enroll in the life insurance plan without enrolling in health insurance.

MCCANN RECREATION CENTER

Membership at the McCann Recreation Center is available to all full-time and part-time (20 or more hours/week) faculty and staff and their families. Family includes spouse and dependent children of the employee. If the employee is single and living in the same residence with his/her parents, brothers and sisters, they would constitute the employee's family. Part-time faculty and staff who work less than 20 hours/week may purchase memberships from the McCann Center.

Family members may use all McCann Center facilities with the exception of the Fitness Center. The Fitness Center facilities are open for faculty and staff only from 9 a.m. to 2 p.m. Monday through Friday and on Saturday from 12 noon to 4 pm. The Director of Athletics reserves the right to adjust these hours.

A valid Marist identification card or McCann Center membership card is required for access to the facilities. Faculty and staff must accompany and assume full responsibility for their guests at all times while using the McCann Center. Children under 18 must be accompanied by an adult while in the facility.

MEDICAL RETIREMENT

When a member of the union-exempt staff is deemed totally disabled as per the Total Disability policy, s/he is entitled to continuation of Marist College benefits in accordance with the Employee Post-Retirement Benefits policy. The length of service for benefits eligibility is calculated from the original date of hire in a fulltime position to the last day of regular salary. Post-retirement benefits eligibility ceases when/if total disability benefits are terminated due to improved health and ability to return to work.

NEW YORK STATE WORKERS' COMPENSATION

Workers' compensation is insurance that provides cash benefits and/or medical care for workers who are injured or become ill as a direct result of their job. Weekly cash benefits and medical care are paid by the College's insurance carrier, as directed by the Workers' Compensation Board. The Workers' Compensation Board is a state agency that processes the claims and determines, through a judicial proceeding, whether a worker will receive benefits and/or medical care, and how much he/she will receive.

Records of all injuries received in the course of employment must be kept. A report is required even though the injury may not involve loss of time from work or medical attention. Reports are filed with the Payroll Office. The College assumes financial responsibility for the premiums involved.

The Marist College nurse is available from 9:00 AM to 9:30 PM during the academic year and during summer program and camp sessions to treat minor injuries or to refer more serious cases to a doctor or hospital. First aid emergencies that cannot be accommodated by the College nurse are referred to the St. Francis Emergency Room, located one block south of the College on West Cedar Street.

OVERTIME

Overtime hours are compensated at the rate of 1 ½ times the regular pay. All hours over the regular workday for full-time employees are considered overtime.

Part-time employees receive overtime for hours in excess of 37 ½ in one week.

Double times the regular rate of pay shall be paid for all hours worked in excess of forty-five (45) in one week.

For the purposes of computing overtime, paid holidays, paid vacation and paid personal time shall be deemed time worked.

Overtime is computed in blocks of ½ hour. Except in emergencies, the supervisor must obtain prior clearance from the director for the area. When possible, notification for overtime will be given to the employee at least one day in advance.

When an employee is called from home to work on an emergency basis, a minimum of two hours at the overtime rate will be paid. Compensation for overtime in such cases will be given at the appropriate rate for that pay period.

Compensation for overtime will be made in the regular payroll; or compensatory time in lieu of overtime pay with approval of supervisor.

PAYROLL DEDUCTIONS

The following payroll deductions are mandated by law:

- Social Security
- Federal Income Tax
- New York State Income Tax
- New York State Disability Insurance

In addition, pension, gifts to United Way, the College Fund and Credit Union may be deducted where authorized, or requested, as well as liens or garnishments as required by law.

PERFORMANCE REVIEW

A formal review and evaluation of each employee's job performance is conducted by the employee's immediate supervisor during the two week period prior to the completion of the employee's probationary period, and thereafter, annually during the spring. The review process is designed to:

1. encourage constructive discussion between the employee and the supervisor concerning the job itself and the employee's performance;
2. identify areas of strength and areas for improvement which require individual training and development;
3. establish standards for performance and criteria against which the employee will be evaluated at the completion of the next rating period.

Guidelines for this review are maintained and administered by the Office of Human Resources. A written performance appraisal is completed by the immediate supervisor and reviewed with the employee. Performance reviews must be signed by the immediate supervisor and the employee and are kept in the Office of Human Resources.

Consistent poor performance is grounds for termination.

PERSONAL LEAVE

Personal leave is authorized for all members of the exempt secretarial/clerical staff. Personal leave is to be used only for one day or partial day absences which occur infrequently for business, personal or religious reasons.

Personal leave must be requested three (3) days in advance and have supervisory approval. Supervisors shall make every attempt to accommodate the needs of the employee; approval of personal leave requests shall not be unreasonably withheld.

Personal leave may not be taken in more than one day blocks.

Any exceptions to the above policy must have the advance approval of both the appropriate senior executive and the Director of Human Resources.

Use of personal leave is to be noted on weekly time sheets.

PERSONNEL FILES

The Office of Human Resources maintains a personnel file for each employee of the College. An employee is entitled to know what documents are in his/her file and can review it periodically in the Office of Human Resources.

An employee who wants to review her personnel file may do so by making an appointment with the Office of Human Resources and in the presence of an HR staff member will examine the items in her file.

No employee may remove documents permanently from his/her personnel file, but he/she may request to have single copies reproduced for personal use. Job evaluations and letters of reprimand are kept for a period of two years, after which time they may be returned to the employee upon request.

BAD WEATHER EMERGENCY

This policy appears on the Human Resources web page at www.marist.edu/humanresources.

PROBATIONARY PERIOD

Every appointment, transfer or promotion to a union-exempt secretarial/clerical position will have a probationary period of three (3) months. Prior to the completion of the probationary period the immediate supervisor must submit a written performance evaluation to the Office of Human Resources. This performance evaluation must indicate either a move to regular status, extension of the probationary period or termination. Such recommendations should be made by the end of 10 weeks of employment and must be forwarded to the employee as well as the Office of Human Resources.

Recommendations for termination prior to the completion of the probationary period must be made in writing by the supervisor and reviewed by the Director of Human Resources.

The Office of Human Resources will automatically make a change to regular status due to an appointment, transfer or promotion at the end of the three (3) month probationary term unless the immediate supervisor gives written notice of his/her desire for an extended period of probation. If the probationary term for an employee is extended, the immediate supervisor may grant regular status or terminate the employee at any time before completion of the extension. In no event may the probationary period be extended beyond three (3) additional months. A decision to grant regular status or terminate an employee must be made at this time.

Termination during the probationary period will be at the recommendation of the immediate supervisor and will not be subject to any grievance procedure. Holidays observed by the College will be granted with pay during the probationary period.

An identification card and parking sticker will be issued to all employees; if the probationary period is unsuccessful, the ID card must be returned. Upon successful completion of the probationary period, all benefits, with the exception of health and life insurance are retroactive to the initial date of hire in the regular position.

PROMOTIONS AND TRANSFERS

Whenever possible, vacancies are filled by promotions and transfers from within the exempt secretarial staff and are based on individual qualifications for the particular position to be filled.

A promotion is the movement of an employee from one position to another position having greater responsibility and a higher classification level. A transfer is the change of an employee from one position to another position having similar responsibility, the same classification level, and the same salary. While transfers may promote personal development, there is no significant change in the level of responsibility and no change in compensation.

A notice that a union exempt secretarial/clerical vacancy exists will be posted throughout the campus for five (5) working days, during which time any employee may apply for the position. The administrator seeking to fill the vacant position will interview and select the candidates. All union exempt secretarial/clerical employees who meet the minimum qualifications for the position will be granted an interview.

When factors of qualifications, competence and merit are judged to be substantially equal, preference for promotion or transfer is given to the more senior employee.

When a regular employee is promoted or transferred to a different position, she will serve a 2-month probationary period in the new position and will be evaluated during that time as if she were a new employee. If the employee is unsuccessful in the new position, she may be reinstated to the original position, assuming that her performance in the original position was satisfactory.

RECRUITMENT and SELECTION PROCEDURES

Requests for recruitment of new or existing positions are approved by the appropriate senior executive officer. Requests for recruitment must be submitted in writing to the line executive by the administrator of the area seeking to fill a position.

All position openings are posted throughout the campus and on the bulletin board outside the Human Resources Office at least five (5) working days before the deadline for applying. External recruitment may begin simultaneously. The opportunity to apply for positions offering advancement or lateral mobility is guaranteed to all employees. All union exempt secretarial/clerical employees who apply for other union exempt secretarial/clerical positions and who meet the minimum qualifications shall be granted and interview.

Applications for vacant positions must be made through the Office of Human Resources prior to the posted deadline. Candidates for employment are interviewed by the appropriate supervisor. The final selection is made by the supervisor.

Information obtained during the recruitment and selection process is confidential and will be maintained separately from each employee's personnel file.

RE-EMPLOYMENT

A former regular employee who resigns from the College will be allowed credit for prior service in establishing eligibility for employment benefits according to the following schedule:

The time between termination and re-employment will be subtracted from prior service in computing credit for employment benefits. Such credit is conditional upon satisfactory completion of the three-month probationary period.

Former employees hired in a different area of the College are considered new employees and, as such, are subject to all conditions of employment.

In no case is prior employment considered time-worked for post-retirement benefits. Continuous years of service count towards post-retirement eligibility.

Years of service of former employees will be counted toward TIAA/CREF contribution schedules.

RETIREMENT PLAN/TIAA-CREF

All employees who average more than twenty (20) hours of work per week are required to participate in the College Retirement Plan/TIAA-CREF. Participation begins after the completion of one (1) year of service.

CONTRIBUTIONS:

1 st year in plan:	4% employee – 7.5% College
7 th year of employment:	1% employee – 10.5% College
16 th year of employment:	1% employee - 12% College

Individual employee contributions are withdrawn through payroll deductions. Contributions are to be made to individual employee accounts and become automatically vested with the employee; no claim is retained by the College.

For purposes of participation, part-time status is defined as a minimum, or projected minimum one thousand (1,000) hours per year (average of twenty [20] hours per week).

Participation continues through the period of employment, except during authorized leaves of absence when no benefits through payroll deduction continue to accrue.

Each participant has the right to contact the TIAA-CREF directly at any time for explanation, clarification, or problem resolution.

At the completion of fifteen (15) years of service, the College's contribution will increase by one and one half percent (1.5%).

SALARY REVIEW

Salary increases for eligible employees are effective July 1, the beginning of the fiscal year. The salary increase is determined each year by the President's Cabinet. General guidelines concerning distribution of a merit pool, when available, are determined by the Senior Executives. If possible, employees will be notified of their increase prior to July 1.

An employee who receives a promotion to a higher level position within the union-exempt secretarial/clerical classification plan will, at the time of promotion, receive a 7% salary increase or move to the starting salary of the higher level position, whichever is higher. An employee who moves to a position at the same level as her current position will not be eligible for a salary increase in the new position.

An employee who requests a voluntary demotion will remain at her current salary level or the highest salary at the lower level, whichever is lower.

An employee who moves to a lower level position as the result of a management decision will continue to receive her current salary.

SCHEDULE OF SALARY PAYMENT

The College work week begins officially on Saturday and ends on Friday. Salary checks are issued by the Payroll Office each Thursday for the preceding week's work. When Thursday is a scheduled holiday, checks are issued the preceding day.

Office personnel are required to complete time sheets. Hours worked are submitted to the Payroll Office by no later than Monday, 10 am of each week. An employee may not be paid if s/he does not submit a time sheet.

Errors in salary computation should be reported immediately to the Payroll Office and will be rectified in the next weekly payroll.

SEPARATION

Voluntary resignation describes a separation which is initiated by the employee by submitting a letter of resignation at least 2 weeks before the intended date of separation. Accumulated vacation time will be paid in the final paycheck. Any vacation time taken in excess of accrual shall be deducted from the final paycheck.

Mutual agreement separation occurs when employee performance has not measured up to expectation and the supervisor and employee agree that there is little possibility of improvement. The employee may submit a letter of resignation and will be allowed to give two weeks notice. At the discretion of the supervisor, the employee may be terminated immediately but must be paid to the intended date of resignation, not to exceed 2 weeks from the date of agreed separation.

Documentation of poor performance is necessary for discharge.

When an employee's performance is consistently less than acceptable, the supervisor must notify the employee in writing that his/her performance must improve in order to continue in employment. Specific areas for improvement and steps to be taken should be outlined. Consistent poor performance is grounds for termination.

The College retains the right to discipline or discharge any employee for just cause. The College, at its discretion, may utilize progressive discipline. Some, but not all causes for immediate discharge are: fraud, poor performance, neglect of duty, insubordination, dishonesty, intoxication, absence without leave, poor attendance, discourteous treatment of the public, students or other staff members and misuse of College property.

Employees may be terminated without cause during the probationary period.

SEPARATION INTERVIEW

Prior to separation of employment, a final interview with the Office of Human Resources must be scheduled. Interviews are to determine areas where College policies and practices may be strengthened to reduce turnover and increase efficiency and morale, and to review any outstanding matters of employment.

Employees should return all College property, including College I.D. card.

SICK LEAVE

Sick leave is neither accrued nor subject to carryover. Employees who are sick must report this to their immediate supervisor at the beginning of each workday. Supervisors may request a doctor's statement after an employee is counseled concerning a perceived abuse of this benefit. Use of sick leave is to be noted on time sheets.

TOTAL DISABILITY INSURANCE

The College underwrites in full the cost of Total Disability Insurance. Union exempt secretarial/clerical employees become eligible for Total Disability Insurance one (1) year from the date of full-time employment.

Total Disability under the program is "the inability of the employee by reason of sickness or bodily injury to engage in any occupation for which the employee is reasonably fitted by education, training, or experience." Benefits begin on the first of the month following six consecutive months (26 weeks) of short-term disability, and continue until the individual is medically fit to return to work, reaches age 65 or dies. Benefits are equal to 60% of the employee's covered weekly salary, less any benefits from Social Security. A waiver benefit will be paid by the total disability insurance carrier to the employee's TIAA/CREF retirement fund according to the plan document.

Additional information and plan descriptions are available in the Office of Human Resources.

VACATION

All regular full-time employees receive paid vacation to be taken at a time mutually convenient to the employee and supervisor and according to seniority within the department.

All vacation due in the fiscal year is made available in full at the start of each fiscal year. Employees may carry over up to 30 vacation days into the subsequent vacation year. Upon separation from service employees will be compensated for no more than 15 days of accrued vacation.

Vacation Accrual

1 through 3 years of service	2 weeks vacation
4 through 7 years of service	3 weeks of vacation
8 + years of service	4 weeks of vacation

For new employees hired after January 1, the following July 1 begins the first vacation year. For new employees hired before January 1, the following July 1 begins the second vacation year. Vacation days for new employees are earned on a pro-rated basis for that period of time worked prior to July 1. After this period the regular schedule will be in effect.

Vacation leave is neither payable nor usable until the probationary period is completed.

Any vacation taken in excess of accrual upon separation will be deducted from the employee's final paycheck.

Vacation for part-time employees who work an average of 20 hours or more per week is based upon a proration of the full-time vacation accrual schedule.

WORKING HOURS

The standard working week for full-time office staff is 37.5 hours with one (1) hour unpaid for lunch. Work schedules may vary from office to office; the final decision for the scheduling of hours rests with the department supervisor.

All full-time employees have a fifteen-minute mid-morning and mid-afternoon break (non-accumulative) at the convenience of the department supervisor and office schedule.

Part-time employees are scheduled a one-half hour meal period and may request a one-hour meal period, without compensation, should their work schedule be more than five (5) consecutive hours.