



# ***EMPLOYEE HANDBOOK***

*For all U.S. employees except Board-appointed Faculty members*

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## ***ABOUT THIS HANDBOOK***

This Employee Handbook has been prepared to publish the policies and practices of the Hebrew Union College-Jewish Institute of Religion (HUC-JIR) that pertain to the administration of its non-faculty employees on its three American campuses. The objectives of these policies and practices are to assure employees fair treatment; to assist in the accomplishment of HUC-JIR's mission by providing for orderly administration of the work force; and to ensure compliance with any requirements that apply to HUC-JIR.

This Handbook provides only an overview of the benefits and policies that apply to all non-faculty employees of HUC-JIR. For more details about various work policies and benefits, please consult with the National Office of Human Resources in Cincinnati or your local campus Human Resources Liaison. For more information about benefits and retirement plans, please read the plan description booklets. If there is any inconsistency between the information in this Handbook and the plan description booklets or the plan documents, the terms of the plan description booklets and plan documents will take precedence. Policies pertaining to HUC-JIR board-appointed faculty members are contained in the Faculty Handbook.

While the administration expects to continue all policies and benefits described in this Handbook, it does reserve the right to alter or eliminate benefits and/or policies as necessary in its sole discretion. Although the administration will strive to keep the Handbook current, the Handbook may not always reflect HUC-JIR's most current rules and practices. No member of the administration, except the President, has the authority to make any commitments that contravene the policies in this Handbook and any such commitment by the President must be in writing.

All employees are expected to be familiar with and abide by the policies in this Handbook; and all those with authority to do so have a duty to administer these policies fairly and consistently and to enforce them when necessary. If you have any questions about anything presented here, please see your Supervisor or the National Director of Human Resources for clarification or explanation.

The provisions of this Handbook apply to all US non-faculty employees of HUC-JIR and replace all prior employment policies and practices. Statements in this Handbook are guidelines only and do not create an employment contract, either express or implied, or guarantee employment for a specific duration. Employees are "at will" employees, i.e., they may terminate the employment relationship at any time for any reason; HUC-JIR may terminate the employment relationship at any time for any reason other than an unlawful, discriminatory one.



Dear New Employee:

I wish to extend to you a very warm welcome as a new member of our team at the Hebrew Union College-Jewish Institute of Religion. You are joining a community that has made HUC-JIR a respected organization with a longstanding reputation for academic excellence. We have prepared this Employee Handbook to acquaint you with HUC-JIR's principles and employment policies, and to highlight certain benefits. Please review these policies and ask any questions necessary to ensure you have a complete understanding.

At the College-Institute, each individual among our faculty, staff, students, alumni and supporters is important. We hope you will immediately connect with our core values of commitment to excellence, collaboration, learning, respect for diversity, mentoring and personal growth and sustainability. Your commitment to these values is critical for our success in academic quality, student learning, cutting-edge research and innovation, and our development of community and knowledge worldwide.

On behalf of our entire community, I am delighted that you have joined us in fulfilling our mission and extend best wishes for a successful and rewarding career. I look forward to welcoming you personally to our team.

Sincerely,

Rabbi Aaron Panken, Ph.D.  
President

## ***MISSION***

**Hebrew Union College-Jewish Institute of Religion (HUC-JIR)** is North America's premier institution of Jewish higher education and the center for professional leadership development of Reform Judaism. A multi-campus academic and spiritual learning community, HUC-JIR builds vibrant progressive Judaism in North America, Israel and around the globe by:

- Studying the great issues of Jewish life, history and thought with an open, egalitarian, inclusive and pluralistic spirit;
- Educating innovative, visionary clergy and professionals who embody the sustaining values, responsibilities, practices and texts of Jewish tradition to inspire future generations; and
- Advancing the critical study of Judaism and Jewish culture in accordance with the highest standards of modern academic scholarship.

## ***CODE OF ETHICS***

Given its mission, HUC-JIR has adopted a Code of Ethics (the “Code”) to guide its employees in their conduct when acting on behalf of HUC-JIR. The Code contains broad principles reflecting the types of behavior HUC-JIR expects towards donors, employees, and the public.

This policy provides guidelines for reporting violations or raising concerns about possible violations of HUC-JIR’s Code of Ethics. The purpose of the Code is to set forth the ethical expectations of members of the HUC-JIR community. Other HUC-JIR policies provide specific rules and regulations that govern the conduct of employees and the Code does not modify the application or enforcement of those policies in any way.

This policy is not intended as a stand-alone policy. It does not embody the totality of HUC-JIR’s rules, nor does it answer every ethical question or issue that might arise. Rather, it is one element of a broader effort to create and maintain a quality organization that gives ethical conduct the highest priority. This Code will be reviewed periodically.

### **Acting with Integrity**

Every member of the HUC-JIR community is expected to conduct all business with payors, vendors, students, co-workers and the academic community with honesty and integrity. This duty includes, but is not limited to: adherence to federal and state anti-fraud and referral prohibitions in dealing with vendors and referral sources; adherence to all antitrust laws (such as those governing prices and other sales terms and conditions; and protecting and preserving HUC-JIR’s property and assets--including proprietary intellectual property, buildings, equipment, books, supplies, and funds.

HUC-JIR does not condone any form of dishonesty--such as fraud, theft, cheating, or plagiarism--as described more specifically in student and faculty handbooks and policies. All entries in HUC-JIR’s financial books and accounts must accurately reflect each transaction. In reporting on HUC-JIR’s resources, all information will be straightforward; and HUC-JIR will promptly report any misconduct when it is discovered.

### **Treating Others with Respect and Dignity**

HUC-JIR is committed to a policy of equal treatment, opportunity, and respect in its relations with its faculty, administrators, staff, students, and others who come into contact with the College-Institute. Every member of the HUC-JIR community is prohibited from discriminating on the basis of race, color, religion, sexual orientation, gender and/or gender identity or expression, marital or parental status, national origin, citizenship status, veteran or military status, age, disability, and any other legally protected status; physically assaulting, emotionally abusing, or harassing anyone; and depriving anyone of rights to his or her physical or intellectual property, under HUC-JIR policy, or under federal, state, and local laws.

## **Avoiding Conflicts of Interest and Commitment**

Employees should not have direct or indirect interests or commitments, financial or otherwise, which conflict with the proper discharge of our duties to HUC-JIR. The primary professional allegiance of all employees lies with HUC-JIR and the advancement of its mission. Employees cannot solicit or accept any gift, service, or favor that might reasonably influence the discharge of our duties or that we know or should know is being offered with the intent to influence our official conduct. Employees cannot accept other employment or engage in business or professional activities outside of HUC-JIR when such work might reasonably cause real or apparent conflicts of interest or conflicts of commitment. Employees must disclose potential conflicts of interest to their supervisor as soon as possible when they realize that a conflict may have arisen.

## **Maintaining Confidentiality**

HUC-JIR observes and respects the confidentiality rights of all members of our community, and this duty continues even after employees are no longer affiliated with HUC-JIR. This right of confidentiality applies to all academic, financial, health-related, personnel, or other non-public information protected either by law or by HUC-JIR policy. However, the right does not preclude the consensual release of information or the disclosure of information within HUC-JIR when there is a legitimate need for its disclosure. All use of HUC-JIR's computers or computer network is for business purposes only. Additional information is located in HUC-JIR's Electronic Security Policy.

## **Complying with Legal and Professional Obligations**

HUC-JIR complies with all state and federal laws and conforms to the highest standards of professional conduct. HUC-JIR employees should not misrepresent their status or authority in our dealings with others. Employees should conduct themselves in accordance with professional principles for scholarly work, including upholding academic codes of conduct and professional standards for research.

## **Reporting Violations of the Code**

Employees are encouraged to share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if an employee is not comfortable speaking with a supervisor or is not satisfied with a supervisor's response, the employee is encouraged to speak with the President, Chair of the Board of Governors, or anyone in management whom the employee is comfortable approaching. Supervisors and Directors are required to report suspected violations of the Code to HUC-JIR's Compliance Officer, who has specific responsibility to investigate all reported violations. For suspected fraud, or when an employee is not satisfied or uncomfortable with following HUC-JIR's open door policy, individuals should contact HUC-JIR's Compliance Officer directly.

### *Compliance Officer*

HUC-JIR's Compliance Officer is the Provost. The Provost is responsible for investigating and resolving all reported complaints and allegations concerning violations of the Code and, at the Compliance Officer's discretion, shall advise the President, and Chair of the Board of Governors,

or the Board of Governors. The Compliance Officer has direct access to the Board of Governors and is required to report to the Board of Governors at least annually on compliance activity, if any.

#### Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the Code must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or dishonestly will be treated as a serious disciplinary offense.

#### Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously directly to the Compliance Officer. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

#### No Retaliation

No employee who in good faith reports a violation of the Code shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This policy is intended to encourage and enable employees and others to raise serious concerns within HUC-JIR prior to seeking resolution outside the Organization.

#### Handling of Reported Violations

The Compliance Officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

## **EQUAL OPPORTUNITY AND NON-DISCRIMINATION POLICIES**

The Hebrew Union College – Jewish Institute of Religion, as an institution of higher education and, as a community of scholars, is committed to the elimination of discrimination and the provision of equal opportunity in education and employment. As a matter of policy and, where applicable, to comply with local, state and federal laws, HUC-JIR prohibits discrimination on the basis of race, color, national origin, ethnicity, religion, disability, marital status, age, sex, sexual orientation, gender identity or expression, military service or status, veteran status or any other legally protected status.

All personnel actions including recruitment, selection, hiring, training, compensation, benefits, transfers and promotions for all job classifications shall conform to these requirements.

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### **AMERICANS WITH DISABILITIES ACT**

HUC-JIR does not discriminate against qualified individuals with disabilities with regard to any aspect of their employment. HUC-JIR is committed to complying with the ADA Amendments Act of 2008, the Americans with Disabilities Act of 1990 and its related Section 504 of the Rehabilitation Act of 1973, as applicable. HUC-JIR recognizes that some individuals with disabilities may require accommodations at work. To the extent required by federal and state law, HUC-JIR will make a reasonable accommodation(s) for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless an undue hardship to the College-Institute would result.

Any applicant or employee who requires an accommodation in order to apply for the position or to perform the essential functions of the job should contact the National Office of Human Resources and request such an accommodation. If there is an accommodation that is reasonable and will not create an undue hardship on HUC-JIR or create a safety threat, HUC-JIR will make an accommodation.

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### **POLICY AGAINST WORKPLACE HARASSMENT**

HUC-JIR is committed to providing and maintaining a work environment free from discrimination and harassment based on a person's sex, sexual orientation, gender, gender identity or expression, race, color, ethnicity, age, religion, disability, national origin, military service status, veteran status and all other legally protected characteristics. HUC-JIR will not tolerate discrimination or harassment of any kind. All employees must avoid offensive or inappropriate behavior at work whether directed at an employee, vendor, student or customer. Each employee is expected to keep HUC-JIR free from harassment at all times. Inappropriate or harassing actions, words, jokes, or comments based upon an individual's sex, sexual orientation, gender, gender identity or expression, race, color, ethnicity, age, religion, disability, national origin, military service, veteran status and all other legally protected characteristics is prohibited and will not be tolerated.

HUC-JIR's anti-harassment policy applies to all persons involved in the operation of the College-Institute and prohibits unlawful harassment by any employee, agent or affiliate of HUC-JIR, including managers, supervisors, and co-workers, as well as vendors, students, visitors,

contractors and temporary employees.

### ***Sexual Harassment Prohibited***

HUC-JIR is committed to providing a professional work environment free from sexual harassment. Sexual harassment is strictly prohibited and will not be tolerated.

### ***Sexual Harassment Defined***

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature may constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

### ***Examples of sexual harassment may include:***

- Subtle pressure for sexual activity
- Patting, pinching or other forms of physical contact
- Sexually degrading words used to describe an individual
- A display of sexually suggestive objects or pictures, or electronic (including e-mail) or written communications in the workplace Threats or insinuations that a person's employment status, wages, academic grade, promotional opportunities, classroom or work assignments or other conditions of employment or academic life may be adversely affected by not submitting to sexual advances.
- Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene phone calls.
- Sexually suggestive objects, pictures, videotapes, audio recordings, computer communications or literature placed in the work or study area that may embarrass or offend individuals. The College-Institute adheres to the principles and traditions of academic freedom, and recognizes that these freedoms must be in balance with the rights of others, including the right of individuals not to be sexually harassed. It is understood that the principles of academic freedom permit topics of all types, including those with sexual content, to be part of courses, lectures, and other academic pursuits. Materials with sexual content that are used or displayed in an educational setting should be related to educational purposes.
- Other behavior motivated by conduct above

While the above examples of conduct can be unlawful sexual harassment only if unwelcome and either severe or pervasive, the College-Institute reserves the right to impose discipline for the conduct in question without regard as to whether the conduct constitutes a violation of law.

### Consensual Relations

While romantic and sexual relationships among supervisors and employees or administrators, faculty members and students may not involve sexual harassment, those who enter into a sexual relationship with a student or employee, where professional power differentials exist must realize several things:

- Such relationships can be detrimental to the educational process due to the creation of dual roles and may undermine the integrity of the supervision and evaluation provided. Such sexual relationships are often perceived by fellow students and coworkers as opportunities for favoritism and biased treatment when evaluations are carried out.
- The College-Institute is committed to protecting the academic freedom and freedom of expression of all members of its community. However, that expression is subject to regulation when it causes injury and pain to others, or creates a hostile learning and/or work environment.
- If a charge of sexual harassment is subsequently lodged, it may be exceedingly difficult to prove mutual consent.

### Procedures for Reporting Sexual Harassment

An employee who has experienced an incident of sexual harassment should promptly report the matter their supervisor, Dean or National Director of Human resources. This can be done in person or in writing. The College-Institute wants the opportunity to take prompt action to remedy these situations. The individual may be accompanied by a peer when meeting with the resource person.

Delay in reporting incident(s) may negatively affect the College-Institute's ability to respond effectively. For example, witnesses may be unable to recall events due to the passage of time, witnesses may have left the College, corroborating evidence may not be available and/or intervening events may have occurred.

Any employee of HUC-JIR who receives a complaint of sexual harassment or who otherwise learns of an alleged occurrence has the responsibility to take prompt steps to ensure that the matter be addressed immediately. They should inform the National Director of Human Resources who will begin the investigative process. While confidentiality cannot be promised, every effort will be made to treat with sensitivity information concerning an allegation of sexual harassment. The intent is to be respectful of all who are involved.

### Investigating claims of Sexual Harassment

Once a claim of sexual Harassment has been made, an investigative team of no fewer than two persons will talk with all parties, individuals named by the complainant and suggested by the respondent and anyone else whom the investigators deem appropriate. Prior to commencing the investigation, the investigators will obtain from the complainant and respondent a signed agreement to participate in the process. Refusal by the respondent to participate in the process may result in disciplinary action up to and including termination.

After obtaining the agreements to participate, the investigators will give the respondent a copy of the complaint. The respondent must provide the investigators with a written response within five days. A copy of the response will be given to the complainant upon receipt by the investigators. The investigators will then commence interviews. Any written material provided by one party to the investigator during the investigation must be shared by the investigators with the other party unless to do so would jeopardize the safety of someone in the community.

The investigators will conduct a full, impartial and timely investigation. The privacy of the parties will be respected to the fullest extent possible. Information will be given to individuals other than the parties only on a “need to know basis” for purposes of the investigation, resolution or legal compliance.

Upon completion of the investigation, the investigators will prepare a report. It will note who was interviewed and any additional forms of information obtained. A summary of interviews will be included along with any relevant documents. The report, along with the original complaint and response, will be sent to the Grievance Review Panel. The purpose of the Grievance Review Panel is to review the investigative report and listen to each party and determine the outcome.

### Grievance Review Panel Process

The Grievance Review Panel, not the complainant or respondent, has the burden of proof. The Panel constructs the proof from the material it assembles – primarily through the investigators. The Panel determines what evidence is relevant and what witnesses, other than the complainant and respondent, will be heard. The task of each party is to state clearly how the evidence relates to the allegations. The Panel may ask the investigators to provide additional materials prior to the hearing.

Once the Panel has met initially and reviewed the investigators’ materials, the materials to be used or referenced in the hearing will be given to both parties, unless to do so will seriously

jeopardize the safety or well-being of any member of the College-Institute community. Any materials given to one party must be given to the other.

Both parties will receive at least one week's advance written notice of the time and place of the hearing. The investigators will attend the hearing and deliberations as resource persons, but will not participate in questioning any witnesses or vote on findings or sanctions

Each party speaks individually with the Panel. The other party is not present. The party may be accompanied by and confer with a support person of his or her choosing, including legal counsel, but only the party is allowed to speak directly to the Panel. The College-Institute may also invite its legal counsel as a non-speaking participant. The Panel will hear the complainant first. It may hear any other witnesses and the respondent in whatever order it determines. The Panel may re-interview a party if it determines it necessary for clarification.

The Panel will explain its process to each party and give each party an opportunity to make brief opening and closing statements. The Panel will devote the remainder of the time to asking questions to clarify the written materials, witness testimony or any other relevant issues it elects to address.

The Panel will reach its decision based on a preponderance of the evidence. This is a qualitative not a quantitative standard and means: "whether or not it is more likely than not that a violation of the sexual harassment policy occurred."

The Panel will keep official minutes of the hearing and provide a written summary of its deliberations. The official minutes and summary are available to both parties. Generally, the minutes will name witnesses interviewed in the hearing and the deliberation's summary will reflect the materials considered. If either jeopardizes the safety of anyone, names will be removed from the copies given the parties. The personal notes of Panel members shall not be available and will be destroyed at the end of the process.

In deliberations, the Grievance Review Panel shall attempt to reach a consensus. If consensus cannot be reached, a vote shall be taken. All decisions of the Panel shall be made by a majority. When the Panel is not unanimous in its findings or sanctions, the deliberation's summary shall record both majority and minority opinions. The summary shall be signed by all members of the Panel. In the summary there will be no recording of the negative or affirmative votes of any individual members of the Panel.

No later than two weeks after the hearing concludes, the Panel shall send to the complainant and to the respondent a copy of the minutes of the hearing and the summary of the deliberations. The deliberation's summary will note the sanction(s) to be imposed, if any. The minutes and summary shall also be sent to the Dean of the campus, the Provost, the President and the College's Counsel.

### Formal Sanctions

When the finding is that a sexual harassment violation has occurred, sanctions shall be imposed upon the offender. If there are previous incidents on file in the Dean's office involving the

offender, those may be shared with the Panel after their finding has been reached, but before sanctions are imposed.

Possible sanctions upon faculty, administration and staff may include:

- Verbal warning
- Letter of warning or reprimand, and a copy of the grievance placed in the personnel file of the offender
- Prohibition to participate in grading, recommendations, reappointment, and promotion decisions or other evaluations concerning the complainant
- Denial of access to College-Institute resources, such as travel/research funds or merit or cost of living salary increases for a specific period
- Suspension without pay for a specific period
- Dismissal from the College-Institute in accordance with the established procedures

Possible sanctions upon students may include:

- Oral warning
- Letter of warning or reprimand, and a copy placed in the student's file
- Probation
- Forced leave of absence
- Suspension for a defined period of time
- Dismissal from the College-Institute
- When any of the last four sanctions are recommended by the Grievance Panel, it will be imposed through the Student Tenure Committee, without its further investigation of the allegations or findings. The Panel will provide information adequate to substantiate its findings and recommendations to the Student Tenure committee.

### Retaliation

No student, faculty member, employee, shall be subject to restraints, interference, coercion or reprisal for action taken in good faith to seek advice concerning a sexual harassment matter, to file a sexual harassment grievance, or to serve as a witness or a panel member in the investigation of a sexual harassment grievance. Any act of retaliation is a violation of this policy and will be investigated and adjudicated accordingly. If a student, faculty member or employee believes he or she has been retaliated against under these circumstances or observes or is aware of such retaliation, he or she must report this to his or her supervisor or the National Director of Human Resources.

### Malicious, False Accusations

A complainant whose allegations are found to be both false and brought with malicious intent will be subject to disciplinary action which may include, but is not limited to, written warning, demotion, transfer, suspension, dismissal, expulsion or termination.

### Record and Monitoring

The record of all formal grievance procedures and any appeals shall be placed in locked files in the offices of the President and the Director of Human Resources. All other copies will be destroyed except a notation of the file's existence will be kept in the Dean's office of the campus where the complainant and respondent are located. The record will include the written complaint and response, a copy of the policies and procedures in place at the time of the event, the minutes of the proceedings and the statement of finding and deliberations summary and any sanction(s). Access to the record will only be by order of legal process or at the discretion of the President and/or Human Resources Director.

Except as otherwise prohibited by law, (1) requests for access by a certifying or licensing body or Jewish professional association responsible for either party will be given substantial deference and generally be permitted; and (2) if there is a finding that sexual harassment has occurred, the Provost shall report the finding to the Placement Director of the Jewish professional association responsible for the offender.

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## **OTHER FORMS OF HARASSMENT PROHIBITED**

HUC-JIR is committed to providing a professional work environment free from all forms of discrimination, including harassment on the basis of sex, sexual orientation, gender, gender identity and expression race, color, ethnicity, age, religion, disability, national origin, military service status, veteran status and all other protected characteristics. Such harassment is prohibited and will not be tolerated.

### **Harassment Defined**

1. Examples of conduct that may be harassment in violation of this policy and/or the law include but are not limited to the following: Epithets, slurs, negative stereotyping, threatening, intimidating or hostile acts relating to race, color, religion, gender, gender identity and expression, national origin, sexual orientation, age, disability, or any other legally protected class or
2. Written or graphic material circulated in the workplace by any means that creates a hostile or offensive work environment toward an individual or group of individuals because of their race, color, religion, gender, gender identity and expression, national origin, sexual orientation, age, disability or any other protected class.

### **Reporting and Investigation Procedures**

Any employee, who has observed harassment, is aware of harassment in the workplace or believes that a supervisor, co-worker, student or vendor has harassed him or her, must report the conduct immediately to his or her supervisor, campus Human Resources liaison or the National Director of Human Resources. Any supervisor or manager who becomes aware of possible violations of this policy must immediately advise the National Director of Human Resources. HUC-JIR will promptly conduct a thorough investigation of all complaints. The investigation

will be conducted as confidentially as possible, but because HUC-JIR must properly investigate the complaint, HUC-JIR cannot guarantee confidentiality of any complaint of harassment.

**Corrective Action**

HUC-JIR will take steps it deems appropriate to remedy the situation and stop any harassing or discriminatory conduct that violates this policy and/or the law. Any employee found in violation of this policy will be subject to disciplinary action up to and including termination. HUC-JIR will also take prompt remedial action to address harassment by a vendor or a customer. HUC-JIR will not discriminate or retaliate against any employee who brings forward in good faith a concern about harassment or provides information as part of any harassment investigation. All complaints of retaliation will be investigated, and prompt corrective action will be taken as necessary.

# **EMPLOYMENT**

## **EMPLOYEE CLASSIFICATION**

HUC-JIR hires employees on an at-will basis to work in full-time, part-time or temporary positions, and classifies employees as either exempt or non-exempt. All employee types are classified in accordance with the Fair Labor Standards Act (FLSA).

Non-exempt: employees are paid on an hourly basis. If they work more than 40 hours per week or over 8 hours a day for California employees, they are entitled to overtime pay under the specific provisions of federal and state laws. HUC-JIR will comply with all state and federal laws with regard to overtime pay.

Exempt: employees are paid on a salaried basis and are excluded from specific provisions of federal and state wage and hour laws. In general, exempt employees do not receive overtime regardless of the number of hours they work for HUC-JIR.

In addition to the above categories, each employee will be classified as one of the following:

Regular Full-time: Employees who are not in a temporary status and who are regularly scheduled to work HUC-JIR's full-time schedule (35 hours per work week). Generally, they are eligible for HUC-JIR's full benefit package, subject to the terms, conditions, and limitations of each benefit program.

Regular Part-time: Employees who work less than 35 hours per work week. On occasion, regular, part-time employees may work 8.0 hour days, and even 35 hours in a given work week. However, any such work would be on a temporary basis, and the employee's status will remain as regular, part-time during this period. While regular part-time employees working less than 30 hours per week, are eligible for all legally mandated benefits (such as workers' compensation and Social Security benefits), they are ineligible for any of HUC-JIR's other benefit programs and tuition reimbursement.

Temporary: Workers hired to temporarily supplement the work force, or to assist in the completion of a specific project. Assignments in this classification are for a limited and brief period rather than an indefinite period. These assignments are generally limited to six months or less.

Assignments beyond any initially stated period does not in any way imply a change in employment status. "Temporary" workers retain that status until notified of a change. Temporary workers are generally employed and paid through a third-party employment agency that HUC-JIR has contracted with for this service. They are not eligible for any HUC-JIR benefits. They receive a temporary ID badge that distinguishes them from the regular workforce.

*Interns/Students:* Workers who may or may not be students, assigned to work on an intermittent or temporary basis. Interns receive all legally-mandated benefits (such as workers' compensation insurance and Social Security) but they are ineligible for any of HUC-JIR's other benefit programs.

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## **OUTSIDE EMPLOYMENT**

Employees may hold outside jobs as long as they meet the performance standards of their job with HUC-JIR. Employees should consider the impact that outside employment may have on the performance of their duties at HUC-JIR. All employees will be judged by the same performance standards and will be subject to HUC-JIR's scheduling demands, regardless of any existing outside work requirements.

If HUC-JIR determines that an employee's outside work interferes with performance or the ability to meet HUC-JIR's requirements as they are modified from time to time, the employee may be asked to terminate the outside employment. Refusal to do so may result in termination.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside HUC-JIR for materials produced or services rendered while performing their jobs with HUC-JIR.

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## **EMPLOYMENT OF RELATIVES**

A relative of a current employee may be considered for employment or advancement on the basis of her or her qualifications. However, where employment of an employee's relative would produce one of the employment relationships discussed below, HUC-JIR will not offer employment to the relative.

### **Scope:**

This policy applies to hiring and other employment decisions affecting all regular full-time and part-time, temporary, and intern positions, whether exempt and non-exempt. These restrictions regarding employment of relatives also apply when assigning, transferring or promoting an employee.

The hiring of relatives is prohibited if the employment of such an individual would result in the creation of:

- A supervisor/subordinate relationship between a relative and an employee. If a direct supervisory or managerial relationship would be established, relatives of a currently employed employee cannot be considered as applicants for an open position.
- An actual conflict of interest or the appearance of a conflict of interest. Generally, this bars the hiring or employment of an employee's relative in any position that has an auditing or control relationship to the employee's job.

For the purposes of this policy, relatives include the following: spouse, parent, child, sibling, in-law, grandparent, grandchild, aunt, uncle, cousin, step-relative, or any individual with whom an employee has a close personal relationship. Employees are required to disclose changes in their

personal situations which may be covered under this policy.

### **Corrective Action**

Failure to observe this policy shall subject the violating employee(s) to discipline up to and including termination.

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## **JOB POSTING**

HUC-JIR's posting policy is designed to assist employees in pursuing new career opportunities within HUC-JIR.

### **Eligibility Guidelines**

1. The employee must meet the minimum qualifications of the position for which they are applying.
2. The employee must not have had any disciplinary actions in the last six months.
3. Generally, employees must be in their current position for a minimum of one year. If no "eligible" candidates apply or all eligible candidates have been eliminated, employees who have been in their current role for less than one year may be considered with supervisor and the National Director of Human Resources approval.

Employees may review available positions on HUC-JIR website (<http://www.huc.edu>). The employee should discuss the desire to pursue internal positions with his or her supervisor.

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## **PERSONAL INFORMATION CHANGES**

It is the responsibility of each employee to promptly notify the National Office of Human Resources of any changes in personal information. Changes to personal mailing addresses, telephone numbers, number and names of dependents, federal tax withholding, direct deposit banking information, beneficiaries, and emergency contact information can be made online using the employee self-service feature within the payroll system.

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## **LEAVING HEBREW UNION COLLEGE – JEWISH INSTITUTE OF RELIGION**

Separations are inevitable within any organization, and many of the reasons for separation are routine. Below are examples of some of the most common employment separations:

- *Resignation* - employment separation initiated by an employee who chooses to leave HUC-JIR voluntarily. This includes three consecutive days of no show/no calls as well as failure to return from a leave of absence without notice.
- *Discharge* - employment separation initiated by HUC-JIR.
- *Retirement* - voluntary retirement from active employment status initiated by the employee.

In the event an employee chooses to leave HUC-JIR voluntarily, HUC-JIR asks that the employee submit written notice to their supervisor at least two (2) weeks for non-exempt employees and four (4) weeks for exempt employees, before their last working day. This time is important to allow a smooth transition. HUC-JIR generally schedules and conducts exit

interviews with separating employees. The exit interview affords the employee an opportunity to discuss such issues as employee benefits, repayment of outstanding debts to HUC-JIR, or return of HUC-JIR's property. Suggestions, complaints and questions may also be discussed in the exit interview. Advance notice is requested solely for the above reasons; nothing in this policy shall be construed to alter the at-will employment relationship or to limit an employee's right to resign for whatever reason with or without notice. In certain situations, HUC-JIR may, at its sole discretion, accelerate an employee's effective date of resignation.

Employees are responsible for all HUC-JIR property, materials, or written information issued to them or in their possession or control. Employees must return such property of HUC-JIR in the event of separation of employment, resignation, or layoff, or immediately upon request. Where permitted by applicable laws, HUC-JIR may withhold from the employee's check or final paycheck the cost of any items not returned when required. HUC-JIR may also take all legal action deemed appropriate to recover or protect its property or any monies owed.

Employees will receive their final pay in accordance with applicable state law.

Vacation that is accrued but unused at the time of an employee's separation from HUC-JIR may be paid out depending upon the circumstances of the employee's separation. Employees discharged for serious misconduct will not receive pay out of any unused accrued vacation. *The non-payout of unused accrued vacation does not apply to employees working in California where state law conflicts with this policy.*

Employer paid health insurance will remain in effect through the last day of the month in which the separation occurs. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuation. Unused sick leave is not paid upon separation.

### **Discharges due to:**

#### Reorganization or Retrenchment

- *Severance Pay:* Employees dismissed because of reorganization or retrenchment shall receive two (2) weeks of pay for the first year of service and one (1) week of pay for each subsequent year or each fraction thereof calculated to the month up to a maximum of 18 weeks of pay.
- *Vacation Pay:* If vacation benefits have accrued, the employee will receive pay for any unused amount.
- *Sick Leave:* Unused sick leave is not paid upon termination.
- *Unemployment Insurance:* New York state law requires that all employees in New York be covered by Unemployment Insurance. Employees in Ohio and California are not covered by Unemployment Insurance.

### At Will Discharge

*Severance Pay:* Except in the case of serious misconduct, the following notice of dismissal or pay in lieu of notice may be given:

- Employment of less than 1 year: 1 week
- Employment of 1 year to 4 years: 2 weeks
- Employment over 4 years: 4 weeks

*Vacation Pay:* If vacation benefits have accrued, the employee will receive pay for any unused amount.

*Sick Leave:* Unused sick leave is not paid upon termination.

*Unemployment Insurance:* New York state law requires that all employees in New York be covered by Unemployment Insurance. Employees in Ohio and California are not covered by Unemployment Insurance.

### Retirement

When an employee has made the decision to retire, it is important for him/her to contact the National Office of Human Resources at least 90 days in advance of the contemplated retirement date.

- *Vacation Pay:* If vacation benefits have accrued, the employee will receive pay for any unused amount.
- *Sick Leave:* Unused sick leave is not paid upon termination.
- *Unemployment Insurance:* New York state law requires that all employees in New York be covered by Unemployment Insurance. Employees in Ohio and California are not covered by Unemployment Insurance.

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## **RE-EMPLOYMENT**

Former employees (except those terminated for cause) who seek reemployment may be considered with other applicants for open positions. If an employee is rehired within ninety days of separation of employment, his/her length of service with HUC-JIR will not be affected, that is, service to HUC-JIR will be counted as continuous from the original date of hire for purposes of benefits administration. Vacation will begin to accrue after 30 day of continuous employment and sick leave benefits will be pro-rated for the first year of reemployment. An employee who is rehired after 90 days should consult with the National Director of Human Resources for an understanding of the impact on their benefits.

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## **REFERENCE CHECKS**

All inquiries regarding a current or former HUC-JIR employee must be referred to National Office of Human Resources.

No HUC-JIR employee may issue a reference whether written or verbal to or for any current or former employee without the permission of the National Office of Human Resources.

Under no circumstances should any HUC-JIR employee release any information about any current or former HUC-JIR employee over the telephone. All telephone inquiries regarding any current or former employee must be referred to the National Office of Human Resources.

In response to an outside request for information regarding a current or former employee, the National Office of Human Resources will furnish or verify only the employee's name, dates of employment, job title and department. No other information will be furnished unless the employee provides written authorization that also releases HUC-JIR from liability in connection with the furnishing of this information.

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## **ACCESS TO EMPLOYEE FILES**

Employee files are maintained and considered confidential. Managers and supervisors other than Human Resources personnel may only have access to information contained in the employee file in certain situations. A supervisor considering the hire of a former employee, or transfer of a current employee may be granted access only to relevant areas of the employee's file.

Employee files are to be reviewed in the campus Human Resources office with a Human Resources staff member present. Employee files may not be taken outside of the department. Current employees may request access to their file. HUC-JIR will comply with all applicable state or local laws regarding access to personnel files.

## ***PAY MATTERS***

### **WORK SCHEDULES**

The regular work schedule for all employees, except maintenance employees, is seven (7) hours per day, thirty-five (35) hours per week, Monday through Friday. Maintenance staff work eight (8) hours per day, forty (40) hours per week Monday through Friday. The regular work week shall be defined as Monday through Sunday. *Non-exempt employees* are entitled to two (2) paid 15-minute breaks and a (1) one-hour unpaid lunch hour (paid half-hour for maintenance personnel, since they are required to remain on call). These periods are intended to be preceded and followed by an extended work period; thus, if not taken, they may not be used to cover late arrival to or early departure from work, nor can they be "saved up" for future use. Consistently returning late from breaks or lunch periods may result in disciplinary action, up to and including termination.

All state laws regarding meals and breaks will be followed. If you have questions regarding applicable meal and break rules at your work location, please consult with the National Office of Human Resources.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as in the total hours that may be scheduled each day and week. Supervisors will advise all employees of their work schedules.

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### **COMPENSATION ADMINISTRATION**

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time and review your paychecks promptly to identify and to report any errors.

#### **Review Your Pay Stub**

We make every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we will promptly make any corrections necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please use the reporting procedure outlined below.

#### **Non-exempt Employees**

If you are classified as a non-exempt employee, you must maintain a record of the total hours you work each day. Please review your time card online via employee self-service in the payroll system. Your time card must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departures and meal breaks. If your time card is not accurate, notify your supervisor immediately. When you receive each pay check, please verify immediately that you were paid correctly for all regular and overtime hours worked each work week.

Unless you are authorized by your supervisor, you should not work any hours other than your regular work schedule. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your time card. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report on your time card.

Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

It is a violation of HUC-JIR policy for any employee to falsify a time card, or to alter another employee's time card. It is also a serious violation of our policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or alter another employee's time card to under or over-report hours worked. If any manager or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked, or (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report it immediately to the National Office of Human Resources.

### Exempt Employees

If you are classified as an exempt employee, you will receive a salary which is intended to compensate you for all hours you may work. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons:

- Full day absences for personal reasons (including vacation) or sickness or disability (after sick time has been exhausted).
- Full day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event you work less than a full week.
- Any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a 403(b).

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability
- Your absence on a day because your employer has decided to close a facility on a scheduled work day
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work
- Any other deductions prohibited by state or federal law

### **To Report Concerns or Obtain More Information**

If you have questions about deductions from your pay, please immediately contact the National

Office of Human Resources. If you believe you have been subject to any improper deductions or your pay does not accurately reflect your hours worked, you should immediately report the matter to your supervisor. Reports of improper deductions will be investigated promptly. HUC-JIR will make any corrections or adjustments necessary to ensure compliance with applicable wage and hour laws.

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## **PAYDAYS**

All employees of HUC-JIR are paid on a semi-monthly schedule.

Non-exempt employees must record their hours worked on their online time sheet available through employee self-service in the payroll system. The reason for any absences is to be indicated on the time sheet. The supervisors will review and approve the time sheets; monitor absences, lateness and overtime work; and submit the approved time sheets to the National Office of Human Resources for processing. Any employee who falsifies his/her own time record or helps others falsify their records will be subject to disciplinary action, up to and including termination.

If a non-exempt or hourly employee's time sheet is not received on time, the employee may not receive a check until the next scheduled pay date.

All employees will have their pay directly deposited into their bank accounts. *For California employees, please contact the National Office of Human Resources for other payment options.* Employees may access an itemized statement of earnings and withholdings online through employee self-service in the payroll system.

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## **OVERTIME**

As a general policy, it is expected that HUC-JIR's various work-loads should be accomplished within the regular work week. Emergencies or unforeseen circumstances, however, may create a necessity for employees to work extra hours. The employee's supervisor must approve overtime before the employee works the overtime hours.

Overtime compensation is paid to all non-exempt employees at the following rate(s) and in accordance with federal and state laws:

- One and one-half times the regular hourly rate for all hours worked over 40 hours in a single workweek (Monday through Sunday).
- *California Employees:* In addition to the foregoing, overtime compensation will also be paid at one and one-half times the regular hourly rate for all regular hours worked over 8 hours but less than 12 hours in a workday, and at two times the hourly rate for all hours worked over 12 hours in a workday. For work performed on Sunday, only if the employee worked each day Monday through Saturday of that workweek, overtime compensation will be paid at one and one-half times the regular hourly rate for the first 8 hours worked and at two times the regular hourly rate for all hours worked over 8 hours. If the employee did not work each day Monday through Saturday of that workweek, work performed on Sunday will be subject to the standard daily and weekly overtime rates provided above.

- **Holiday Pay:** If a regular full-time non-exempt employee is required to work on a designated holiday recognized under this policy, he or she will be paid two times their regular hourly rate for all hours actually worked on that holiday. *For California employees*, any hours worked on the holiday that exceed eight (8) hours, will be paid at 2.5 times their regular hourly rate.

As required by law, overtime pay is based on actual hours worked in a work week. Time off on sick leave or any leave of absence will not be considered hours worked for purposes of calculating overtime. Regularly scheduled holidays and vacation days will be considered hours worked. The following absences are considered time worked for purposes of determining weekly hours for overtime eligibility: regularly scheduled and paid holiday, campus closings, regularly scheduled vacation, jury duty, or bereavement leave.

A non-exempt employee's failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination.

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## **DEDUCTIONS**

HUC-JIR is required to make deductions from employee pay such as FICA, federal, state, local, and in some locations, school district taxes. The employee is responsible for making sure his or her withholding allowances are accurate. If marital status or other withholding information changes, the employee must make those changes online through employee self-service in the payroll system. In addition to tax withholdings, amounts for insurance, retirement savings, or other voluntary deductions may also be made with the employee's written consent. The employee is responsible for requesting, authorizing, and making changes to such voluntary deductions.

If HUC-JIR is served with a garnishment order or writ of attachment for an employee's wages, National Office of Human Resources will notify the employee so that he or she may have an opportunity to challenge the order or writ, but HUC-JIR will comply with the requirements of all applicable laws.

If, at the time of separation from HUC-JIR, an employee owes money to HUC-JIR, the amount of the debt will be withheld from the employee's last paycheck as permitted by law.

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## **PAY ADVANCES**

Neither pay advances, extensions of credit on unearned wages, nor loans can be provided to employees by HUC-JIR.

## ***EMPLOYEE BENEFITS***

At HUC-JIR, our goal is to pay competitively and offer a generous, meaningful benefits package that is cost effective and encourages employees to stay long term if they are performing at or above expectations. Benefit plans are negotiated periodically. During open enrollment, employees will be advised of the opportunities available and corresponding employee costs to make the decision that is appropriate for each employee's situation.

HUC-JIR is required, by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to maintain the privacy and confidentiality of your protected health information and to provide plan participants with notice of our legal duties and privacy procedures with respect to your protected health information.

The Handbook is not intended to completely describe all of the provisions of the Benefit Plans. In the case of any conflict or apparent conflict between this Handbook and the full text of the Summary Plan Descriptions ("SPDs") or other official plan documents, the full text of the SPDs and official plan documents will govern controls. Copies of the SPDs and official plan documents are available on the provider website or from National Office of Human Resources and will be provided to you upon request.

HUC-JIR or its designee(s) retains full discretionary authority to interpret the terms of the Plans, as well as full discretionary authority with regard to administrative matters arising in connection with the Benefit Plans. HUC-JIR or its designee(s) may modify or eliminate any benefits or programs it currently provides, as well as increase the cost to employees of such benefits and programs. This discretionary authority extends to all issues concerning benefit eligibility and entitlement. Contact the National Office of Human Resources for details.

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### **MEDICAL, DENTAL AND VISION INSURANCE PLAN**

HUC-JIR offers medical, dental and vision insurance coverage to regular full-time employees working 30 or more hours per week and their dependents. Employees are eligible to enroll in medical, dental and vision insurance coverage the first of the month after 30 days of continuous employment.

Changes to medical, dental and vision insurance coverage can be made on an annual basis during open enrollment or within 31 days of a qualifying life event such as marriage, divorce, birth of a child, loss of other coverage, etc.

Specific questions regarding medical, dental or vision insurance coverage should be directed to the National Office of Human Resources.

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### **DISABILITY INSURANCE**

#### ***Short-Term Disability (New York Employees only)***

This income replacement plan is not paid for by HUC-JIR, but is available through payroll deduction for those wishing to participate. This plan will provide 50% of your average weekly base salary, up to a maximum benefit of \$170/week. Payments would begin on either the eighth

or fifteenth calendar day of either illness or accident depending on the plan selected. (This short-term disability program does not provide benefits to someone disabled due to a work-related injury or illness; see the Workers' Compensation section for more information on work-related injuries.)

Specific questions should be directed to the National Office of Human Resources.

### **Long-Term Disability**

HUC-JIR provides a Long-term Disability plan to regular full-time employees working 30 or more hours per week at no cost to the employee. Employees are automatically enrolled and coverage becomes effective the first of the month following hire date. After the first 90 days of disability, the long-term disability insurance plan will pay 60% of the employee's salary up to a maximum of \$6,000/month until recovery, death, return to work, or the attainment of Social Security normal retirement age. These benefits will be reduced by any monthly benefit amount provided through Social Security, Workers' Compensation, or other HUC-JIR-sponsored benefit programs.

### **State Disability Insurance and Paid Family Leave (California Employees Only)**

California employees are entitled to wage-replacement benefits under the California State Disability Insurance (SDI) program, which is a partial wage-replacement insurance plan. The SDI program is mandated by the State of California, and is funded through employee payroll deductions. SDI provides up to 52 weeks of wage-replacement benefits to eligible workers who suffer a loss of wages when they are unable to work due to the employee's own non-work-related illness or injury, or a medically disabling condition from pregnancy or childbirth. Benefits are payable after a specified waiting period.

California employees are also entitled to partial wage-replacement benefits under the Paid Family Leave (PFL) program, which provides up to 6 weeks of benefits in any 12 month period to workers who suffer loss of wages due to caring for a child, spouse, parent, or registered domestic partner with a serious health condition, or bonding with a newborn or adopted or foster child under the age of 18. The PFL program is mandated by the State of California, and is funded through employee payroll deductions.

SDI and PFL are not leaves of absence and do not create leave entitlement or provide job protection. These programs provide wage-replacement benefits only to covered California employees who suffer wage loss due to a qualifying conditions or circumstances.

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## **LIFE and AD&D INSURANCE PLAN**

HUC-JIR provides Life and Accidental Death and Dismemberment (AD&D) insurance coverage to regular full-time employees working 30 hours or more per week. Employees are automatically enrolled and coverage becomes effective the first of the month following hire date. The amount of coverage provided to employees is 1 x their annual base salary.

Specifics of the Life and AD&D Insurance Plan are contained in the Plan Document. A copy can be obtained from the provider's website or the National Office of Human Resources.

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## **WORKERS' COMPENSATION INSURANCE PROVISION**

Any employee who sustains a work-related injury or occupational illness must immediately inform his or her supervisor, regardless of how insignificant the injury/illness may appear. The employee and supervisor must complete a written *Employee Injury Report Form* within 24 hours of the work-related incident or within 24 hours of the onset of the injury or illness if the employee does not become immediately aware of the injury or illness following the work-related incident. Failure to either report the injury or illness, or to complete the Employee Injury Report form in a timely manner, may result in a delay in the receipt of benefits, or in some circumstances, the loss of benefits. If leave for work-related injury is necessary, it will run concurrent with FMLA or any HUC-JIR Medical Leave of Absence as appropriate.

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## **RETIREMENT SAVINGS PLAN – 403(b)**

All eligible HUC-JIR employees may participate in the 403(b) plan the first day of the calendar quarter following their hire date. For those employees over age 50, additional catch-up contributions are allowed. Employees can enroll or make changes to their existing contribution rate, or how their money is allocated by completing a change contribution form. Employees may withdraw from the plan at any time.

For eligible employees who have completed 1,000 hours of service during the plan year, HUC-JIR may contribute an amount for each eligible employee equal to the following:

- Employees earning \$50,000 or less: basic employer contribution of 7% of base pay, plus a 100% matching contribution up to an additional 3% of earnings.
- Employees earning over \$50,000: basic employer contribution of 6% of base pay, plus a 100% matching contribution up to an additional 4% of earnings.

If an employee terminates employment for reasons other than retirement or disability, the amount received will be based on the percentage vested. Employees are fully vested in HUC-JIR's contributions after 1000 hours of service during the plan year. Employees are always 100% vested in their contributions to the plan.

This is a summary of HUC-JIR's Retirement Savings Plan. The Summary Plan Descriptions and official plan documents will govern in the event of any conflict with this summary.

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## **FLEXIBLE SPENDING ACCOUNT PLAN**

All regular full-time employees working 30 hours or more per week are eligible to participate in the Flexible Spending Account (FSA) plan. By participating in the plan, employees can set aside pre-tax dollars for eligible out-of-pocket medical and/or dependent care expenses per the IRS regulations. Employees interested in participating must enroll the first of the month after 30 days of continuous employment.

For convenience, HUC-JIR offers a debit card to pay for eligible benefits and services. Using the FSA debit card requires submission of receipts for substantiation of claims paid via Custom Design Benefits. PLEASE NOTE: Any unsubstantiated claims will be reflected on the employee's paycheck and W2 as taxable income and taxes will be withheld according to IRS tax tables.

Specific questions regarding the FSA plan should be directed to the National Office of Human Resources.

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## **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

An Employee Assistance Program (EAP) is available at no additional charge to HUC-JIR regular full-time employees working 30 hours or more per week. The plan allows employees and their immediate family members the opportunity to receive confidential help via telephone in times of crisis, grief, stress, or other life changes. If additional services are required from an outside resource, the employee's needs, benefit coverage, and convenience will be considered before the referral is made.

Specific questions should be directed to the National Office of Human Resources.

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## **VACATION BENEFITS**

It is the policy of HUC-JIR to grant vacation with pay to all regular, full-time employees. Vacation provides the opportunity for rest, recreation, and relaxation necessary to the maintenance of effective work performance, and all eligible employees are expected to take their vacation leaves regularly.

Vacation begins to accrue the first of the month following 30 days of continuous employment. However, employees are unable to use any accrued vacation time until they have successfully completed their orientation period.

Vacation will stop accruing if an employee reaches the maximum balance (equal to two years' accrual), that is, no further vacation will accrue until the month after the employee's vacation balance is reduced.

All vacations must be scheduled and approved in advance with the employee's supervisor. Vacation may be taken in whole and/or half days only.

Vacation is not earned while an employee is on leave of absence.

If HUC-JIR closes for an unscheduled reason (e.g., inclement weather) while an employee is on leave (vacation, sick, FMLA, personal), the employee's leave will not be extended by that time.

Monthly accrual rates are determined by the employee's benefit effective date, according to the schedules below. Under each of the below accrual schedules, vacation accrues on a monthly basis for employees working a full-time schedule. The monthly accrual is a fixed amount so long as the employee works a full-time schedule the entire month, but the accrual amount may be

prorated if an employee works a full-time schedule for less than a full month.

Non-Exempt Employees (Non-Maintenance)

Vacation time accrues each month of full-time service (based on a 35-hour work week) as follows:

<u>Years Completed at Benefit Effective Date</u>	<u>Hours Accrued per</u>		<u>Yearly Total (Days)</u>
	<u>Month</u>	<u>Year</u>	
1 through 4	5.83	70	10
5 through 7	8.75	105	15
8 and over	11.66	140	20

Exempt Employees

Vacation time accrues each month of full-time service (based on a 35-hour work week) as follows:

<u>Years Completed at Benefit Effective Date</u>	<u>Hours Accrued per</u>		<u>Yearly Total (Days)</u>
	<u>Month</u>	<u>Year</u>	
1 and over	11.66	139.92	20

Maintenance Employees

Vacation time accrues each month of full-time service (based on a 40-hour work week) as follows:

<u>Years Completed at Benefit Effective Date</u>	<u>Hours Accrued per</u>		<u>Yearly Total (Days)</u>
	<u>Month</u>	<u>Year</u>	
1 through 4	6.67	80	10
5 through 7	10.00	120	15
8 and over	13.34	160	20

Payout upon Termination

Vacation that is accrued but unused at the time of an employee's separation from HUC-JIR may or may not be paid out depending upon the circumstances of the employee's separation. For more details, refer to the policy *Leaving Hebrew Union College – Jewish Institute of Religion*.

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**HOLIDAY PAY**

HUC-JIR will grant nine paid holidays to all eligible employees immediately upon hire.

If a recognized holiday falls during an eligible employee's paid absence (e.g. vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If a regular non-exempt eligible employee works on a designated holiday recognized under this policy, he or she will be paid two times their base rate for all hours actually worked on that holiday. If the hours worked on the holiday are less than seven (7) hours (Non maintenance employees) or eight (8) hours (maintenance employees), holiday pay at the regular base rate will be applied to the remaining hours. Employees must get prior approval from their supervisor to perform such holiday work.

Employees must work the last scheduled day before a holiday and the first scheduled day following the holiday to be eligible for holiday pay, unless time off has been pre-scheduled. Employees wishing to observe religious holidays when HUC-JIR is not closed may take that time off to be charged against their personal or vacation days. Employees may take one hour in addition to the lunch hour on Ash Wednesday and Good Friday to enable them to attend church services. This time must be made up with their supervisor's agreement within the same week. Time off in excess of the one hour may be charged against personal or vacation days, or may be taken as a leave without pay.

### National Holidays

HUC-JIR provides nine paid national holidays each year. HUC-JIR is officially closed on these days:

New Year's Day\*  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day\*  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas\*

- \* *If these holidays fall on a Thursday, HUC-JIR will also be closed on Friday.*
- \* *If these holidays fall on a Saturday, HUC-JIR will be closed on Friday.*
- \* *If these holidays fall on a Sunday, HUC-JIR will be closed on Monday.*  
*In other cases, HUC-JIR will be closed on the actual date.*

When Christmas Day and New Year's Day fall on a weekday, HUC-JIR will close on the preceding weekday.

### Jewish Religious Holidays

Employees wishing to observe a Jewish religious holiday or the second day of any Jewish religious holiday when HUC-JIR is not closed must pre-schedule that time off to be charged against their earned personal or vacation days, or that time may be taken as a leave without pay.

HUC-JIR observes the following Jewish religious holidays (note: if the holiday falls on a Thursday HUC-JIR will close on Friday):

Passover Eve (1/2 day)  
Passover  
Passover 7<sup>th</sup> Day Eve (early close)  
Passover 7<sup>th</sup> Day  
Shavuot Eve (early close)

Shavuot  
Rosh Hashanah Eve (early close)  
Rosh Hashanah (two days)  
Yom Kippur Eve (1/2 day)  
Yom Kippur  
Sukkot Eve (early close)  
Sukkot  
Simchat Torah Eve (early close)  
Simchat Torah

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## **PERSONAL DAYS**

HUC-JIR allows full-time employees three (3) personal days per year to be subtracted from their accrued sick time. Employees must have the approval of their supervisor before taking a personal day.

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## **COMPENSATORY TIME**

Non-exempt employees may not voluntarily work extra hours to accumulate and "bank" compensatory time to be used in the future (e.g., as extra "vacation" time off). Any extra hours worked must have prior supervisory approval and must be recorded on the time sheet for that week.

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## **FLEXIBLE WORK SCHEDULE FOR OFFICE PERSONNEL**

HUC-JIR supports the principle of a flexible work schedule. However, flexible work arrangements are at the supervisor's sole discretion and cannot be permitted for every employee.

Individual departments may use a flexible work schedule provided there is adequate staff coverage to meet the operational requirements of the department within the College-Institute's regular operating hours. An employee on a flexible work schedule is expected to continue to meet job commitments and responsibilities and to meet his/her full complement of 35 work hours per week within the approved flextime schedule.

Requests for a flexible work schedule will be evaluated on a case-by-case basis. Employee requests will be considered for the following reasons: ongoing medical needs, ongoing caregiving responsibilities, to permit an employee to attend school for professional purposes, to allow departments to be staffed at times necessary for that particular department.

A Request for Flexible Work Schedule form must be submitted to the supervisor. The supervisor will determine whether or not ample coverage exists before forwarding the request to the National Director of Human Resources for approval. Once a flexible work schedule has been approved, the schedule becomes "fixed" and is to be adhered to without deviation.

Approved flexible work schedule arrangements may be subject to review on a month-to-month basis to allow for the changing needs of the employee or the department.

This flextime policy can be granted or revoked at the administration's discretion.

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## **TUITION REMISSION POLICY**

HUC-JIR is pleased to provide HUC-JIR tuition remission as a benefit to eligible employees and emeriti professors. This benefit is offered to encourage HUC-JIR employees, professors emeriti, their spouses or domestic partners, and children to take advantage of our academic programs and to provide meaningful financial assistance to defray the cost of these programs.

### *General Information*

This policy covers only HUC-JIR graduate courses leading to an HUC-JIR degree taken by eligible HUC-JIR employees, professors emeriti, and their spouses or domestic partners and children. Undergraduate and graduate courses taken at other institutions are subject to different policies as established by agreement between HUC-JIR and those other institutions.

The availability of the Tuition Remission Plan does not guarantee that an applicant for admission will be accepted by an academic division of HUC-JIR.

### *Eligibility and Participants*

Full-time faculty and staff, as well as professors emeriti, are eligible for HUC-JIR tuition remission for themselves, their spouses, and children at the beginning of the first academic year following one year employment or retirement from the faculty. Domestic partners (as defined for participation in HUC-JIR benefits) and their children are also eligible to participate in the Plan. The employee must be in good standing in order to qualify for the benefit.

Although most HUC-JIR programs require full-time commitment as a student, situations may arise in which a benefits-eligible employee is permitted to enroll in a degree-granting HUC-JIR program on an extended schedule of studies.

The term "children" for the purposes of this policy means the natural, adopted, or stepchildren of the employee, or his/her domestic partner. The term "dependent children" for the purposes of this policy means children who are eligible to be claimed as a dependent for federal tax purposes by at least one parent. Employees may be required to provide proof of eligibility (birth certificate, tax forms, etc.). A child who is not considered a dependent under IRS guidelines may also be eligible for tuition remission.

### *Application Process and Deadline*

An Application for Tuition Remission must be completed by full-time students for each academic year or by part-time students for each semester, quadmester or session.

The employee or professor emeritus must submit the Tuition Remission Application to the National Office of Human Resources thirty days prior to the beginning of the academic year, semester, quadmester or session to which it will apply.

The National Office of Human Resources will verify the applicant's eligibility and, if a returning student, confirm with the campus registrar the student's good standing/status. The approved form will then be forwarded to the campus financial aid officer, who will determine the amount of the student's award and send that information to Student Billing Records.

#### *Determination of Tuition Remission Award Amount*

All matriculated HUC-JIR students who apply for tuition remission will be required to complete the Free Application for Federal Student Aid (FAFSA) form to determine eligibility for federal, state or institutional aid. HUC-JIR will then determine the amount of scholarship or need-based aid that it will award to the student. The amount of the tuition remission benefit will be the difference between the student's scholarship/financial aid award and the amount of the billed tuition.

Tuition Remission covers only tuition; it does not cover registration fees, service fees or any incidental expenses. The student is responsible for payment of all fees.

#### *Taxation of Tuition Remission Benefits*

- Tuition remission granted to an employee for graduate level courses is considered a benefit exempt from taxation up to a maximum of \$5250 per calendar year. However, if the employee's supervisor provides written certification to the National Director of Human Resources that the courses taken will directly benefit HUC-JIR, is a job requirement for continued employment, or will improve the operations of the department, the entire tuition remission is not taxable income.
- The full amount of tuition remission for graduate courses taken by an employee's or professor emeriti spouse, domestic partner, or their dependent children is taxable income.
- The full amount of tuition remission for graduate courses taken by an employee's or emeritus professor's non-dependent children is taxable income.
- The employee or emeritus professor will not be reimbursed by HUC-JIR for any taxes owed.

At the beginning of each semester, the Student Billing Coordinator will send the Payroll Office a list of employees and professors emeriti who receive a taxable educational benefit and the amount of that benefit. This list will include any additions or changes in registration status. Payroll will make necessary adjustments to the employee's tax withholding in equal installments throughout the semester. In the case of an emeritus professor, a 1099 tax form will be issued. A letter will be sent to notify the employee or the professor emeritus of the amount of the taxable benefit and the taxation period.

#### *Tuition Remission and Termination of Employment*

If, for any reason, a recipient of the tuition remission benefit leaves the employment of HUC-JIR, he or she will become immediately ineligible for continuation of the benefit. The student will be billed a pro-rated amount for any tuition due as a result of this cessation of benefit. The same is true if an employee loses eligibility.

*Tuition Remission Death Benefit*

The spouse or domestic partner and/or eligible children of a full-time employee who dies while employed by the HUC-JIR and while the spouse/domestic partner and/or children are attending HUC-JIR will be granted tuition remission benefits until the end of their degree program. The spouse or domestic partner and/or eligible children of a professor emeritus who dies while the spouse/domestic partner and/or children are attending HUC-JIR will be granted tuition remission benefits until the end of their degree program.

Students eligible for continued tuition remission under this death benefit provision are responsible for submitting their application for tuition remission in accordance with the application procedure stated above.

*Tuition Remission for Work Related Non-Credit Courses at Affiliated Institutions*

Full-time employees should consult the National Registrar for information.

Attending such courses must not interfere with the employee's regular work hours, that is, courses may not be taken during the employee's regular workday.

## ***ATTENDANCE AND ABSENCE POLICIES***

### **ATTENDANCE AND PUNCTUALITY**

To maintain a productive work environment, HUC-JIR expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and HUC-JIR. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, he or she must notify his or her supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive and may lead to disciplinary action, up to and including termination.

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### **SICK TIME ABSENCE POLICY**

HUC-JIR provides paid sick time benefits to regular full-time employees for periods of temporary absence due to illness or injury sustained by an employee. Accrued sick time may also be used for doctor or dental appointments.

#### Accrual

- 1) full-time (non-maintenance) employees will begin accruing 7 hours (1 day) of paid sick leave per full month of employment (84 hours [12 days] a year);
- 2) full-time maintenance employees will begin accruing 8 hours (1 day) of paid sick leave per full month of employment (96 hours [12 days] a year).

Employees who are unable to report to work due to an illness or injury should notify their supervisor before their scheduled start time if possible. The supervisor must also be contacted at the beginning of each additional day of absence. HUC-JIR may request a doctor's note or return to work statement for any absence. Unreported absences of three or more days will constitute a voluntary resignation.

Employees are responsible for notifying their supervisor if they are out sick. In the event that the employee is unable to input their own time into the payroll system, the supervisor should enter sick time on their behalf.

If applicable, sick time may be used to supplement any disability insurance or workers' compensation benefits that an employee is eligible to receive.

#### Unused Sick Time

Unused sick time benefits will be allowed to roll over from year to year. The maximum number of sick days an employee can accrue is 65 days. Because sick time benefits are intended to provide income protection in the event of an actual illness or injury, unused sick time benefits cannot be used for any other paid or unpaid absence and will not be paid out at the time of separation of employment or retirement.

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### **BREASTFEEDING**

In accordance with federal law, HUC-JIR provides unpaid break time to nursing mothers for the purpose of expressing breast milk. For one year after the birth of the employee's child, the

employee is allowed to take an unpaid break for a reasonable amount of time each time the employee needs to express breast milk for her nursing child. The employee may, but is not required to, use her regular paid breaks to express breast milk. For any other unpaid break time under this policy, the employee may request to use available paid sick leave. Contact your supervisor or the National Office of Human Resources for information on the location where you can privately express breast milk or with any other questions relating to the breaks and to the availability of any paid leave.

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## **MAKING UP FOR OCCASIONAL ABSENCES**

Full-time non-exempt employees may be provided with time off for short periods of absence (up to three hours) because of pressing responsibilities or for necessary medical appointments unavoidably scheduled during working hours. Such appointments during the weekday should be scheduled as early or as late as possible. In all cases, employees are expected to give the supervisor as much advance notice as possible, preferably a minimum of 24 hours.

Employees will be allowed to make up the time missed (up to three hours) for such necessary short periods of absences. With the agreement of the supervisor, and in accordance with the Fair Labor Standards Act, time being made up for such absences must be accomplished within the same pay period.

For absences of more than three (3) hours, the employee must use available personal, sick or vacation time and mark his/her time sheet accordingly.

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## **ELECTION DAY**

Employees who are registered voters may take one-half hour off with pay from work at the beginning or the end of their work day in order to vote if polling places are not open either four consecutive hours before or after the employee's scheduled workday. California employees will receive up to two hours off (as necessary and approved by their supervisor) with pay to vote in a statewide election. The employee must advise his/her supervisor at least 24 hours in advance of the time off needed for voting.

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## **TIME OFF TO APPEAR AT CHILD'S SCHOOL WHEN REQUIRED BY THE SCHOOL OR TO PARTICIPATE IN ACTIVITIES AT CHILD'S SCHOOL (California Employees Only)**

A California employee who is the parent or guardian of a child will be granted time off to appear at the child's school when required by the school due to a suspension or expulsion. Employees must give reasonable notice to their supervisor. Such time off will be unpaid, unless the employee elects to use accrued paid personal time.

Additionally, a California employee who is the parent or guardian of a child may take off up to 40 hours per year (not to exceed 8 hours per month) to participate in activities at his or her child's school (grades K-12), including a licensed day care facility, if the employee provides

reasonable advance notice. Such time off will be unpaid, unless the employee elects to use accrued paid personal time.

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### **TIME OFF FOR EMERGENCY DUTIES (California Employees Only)**

California employees will be granted time off to perform emergency duties as a volunteer firefighter, a reserve police officer, or an emergency rescue personnel. Such time off will be unpaid, unless the employee elects to use personal time.

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### **ATTENDANCE AT STAFF MEETINGS/SEMINARS**

All employees on campus are expected to attend those meetings/seminars/campus-wide functions which are held on campus during regularly scheduled work hours and to which they have been asked to attend. The convening of a special meeting before the end of the workday does not constitute "early closing" for employees.

## ***LEAVES OF ABSENCE***

HUC-JIR recognizes that employees may occasionally need time off from work in the form of a leave of absence. Requests for all leaves of absence shall be made by the employee to the National Office of Human Resources and will be subject to the approval process in determining eligibility.

Employees may be eligible for various types of leaves of absence as outlined in this Handbook. Eligibility requirements must be met in order for the leave of absence to be granted. Leaves of absence will be administered pursuant to applicable state and federal leave laws and HUC-JIR's policies and procedures.

There are some guidelines that are applicable to all leaves:

- An employee may not engage in other employment while on leave of absence without express written permission from the National Office of Human Resources. Doing so may subject the employee to termination of employment.
- Failure to return to work when a leave expires or when leave is otherwise unauthorized may be considered a voluntary resignation of the employee's employment from HUC-JIR.
- Any falsification of reason(s) for obtaining an approved leave of absence or other leave-related documentation may subject the employee to termination from employment.

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## **FAMILY AND MEDICAL LEAVE**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. California employees are also covered by the California Family Rights Act (CFRA), which is California's version of the FMLA. The CFRA largely mirrors the FMLA, but to the extent that benefits afforded to California employees under the CFRA differ from those under the FMLA, HUC-JIR will comply with the law that provides employees with greater or more generous benefits. For the purpose of this policy, the term FMLA shall be considered synonymous with CFRA for California employees, unless indicated otherwise.

If employees have any questions concerning FMLA leave, they should contact the National Office of Human Resources.

### **I. Employees Eligible for FMLA Leave**

FMLA leave is available to "eligible employees". To be an "eligible employee", an employee must: (1) have been employed by HUC-JIR for at least 12 months; (2) have been employed by HUC-JIR for at least 1250 hours of service during the 12 month period immediately preceding the commencement of the leave; and (3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

## II. Employee Entitlements for FMLA Leave

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

### A. **Basic FMLA Leave Entitlement**

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12 month period. The 12 month period is determined as measured forward from the date an employee's first FMLA leave begins. Unless noted otherwise, FMLA and CFRA leave run concurrently for California employees. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, registered domestic partner (California only), child or parent (but not in-law) who has a **serious health condition**;
- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

Because the CFRA does not apply to leave for a qualifying exigency arising out of covered active military duty of a family member, or to care for an injured covered service member, FMLA leave for these reasons does not run concurrently with CFRA leave, meaning California employees may have remaining CFRA leave available.

**B. Additional Military Family Leave Entitlement (Injured Service member Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered service member** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

A “**covered service member**” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as “current members of the Armed Forces.” Covered service members also includes a veteran who is discharged or released from military service under condition other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.”

The FMLA definitions of a “serious injury or illness” for current Armed Forces members and covered veterans are distinct from the FMLA definition of “serious health condition” applicable to FMLA leave to care for a covered family member. For additional information regarding what qualifies as a “serious injury or illness,” please contact the National Office of Human Resources.

**C. Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member. Qualifying exigency leave also may be taken on an intermittent basis.

*For California Employees:* Leave to bond with or care for a newborn or adopted child under the CFRA may be taken intermittently in increments of no less than two weeks, or in shorter increments on only two occasions, and all CFRA bonding leave must be taken within one year of the qualifying event.

**D. Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

## **E. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause HUC-JIR substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. HUC-JIR will notify employees if they qualify as “key employees, if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

## **F. Notice of Eligibility for, and Designation of, FMLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from HUC-JIR telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) HUC-JIR’s designation of leave as FMLA-qualifying or non-qualifying, if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee’s leave entitlement.

HUC-JIR is committed to timely administration of this policy; however, circumstances may arise where FMLA leave is not approved and designated prior to the leave being taken. If necessary, HUC-JIR may retroactively designate leave as FMLA leave with appropriate written notice to employees provided HUC-JIR’s retroactive designation does not prejudice the employee. In all cases where leaves qualify for FMLA protection, HUC-JIR and employee can mutually agree that leave be retroactively designated as FMLA leave.

## **III. Employee FMLA Leave Obligations**

### **A. Provide Notice of the Need for Leave**

Employees who take FMLA leave must notify HUC-JIR of their need for FMLA leave. The following describes the content and timing of such employee notices.

#### **Content of Employee Notice**

To trigger FMLA leave protections, employees must inform the National Office of Human Resources of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow HUC-JIR to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;

- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered service member with a serious injury or illness.

Calling in “sick,” without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to HUC-JIR’s questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which HUC-JIR has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

### **Timing of Employee Notice**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide HUC-JIR notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees, who fail to give 30 days’ notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with HUC-JIR and make a reasonable effort to schedule treatment so as not to unduly disrupt HUC-JIR’s operations, subject to the approval of an employee’s health care provider. Employees must consult with HUC-JIR prior to the scheduling of treatment to work out a treatment schedule which best suits the needs of both HUC-JIR and the employees, subject to the approval of an employee’s health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, HUC-JIR may require employees to attempt to make such arrangements, subject to the approval of the employee’s health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, HUC-JIR may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise HUC-JIR of the reason why such leave is medically necessary. In such instances, HUC-JIR and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting HUC-JIR's operations, subject to the approval of the employee's health care provider.

**C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification**, and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide HUC-JIR with timely, complete and sufficient medical certifications. Whenever HUC-JIR requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after HUC-JIR's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. HUC-JIR will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. HUC-JIR will deny FMLA leave to employees who fail to cure deficiencies or otherwise fail to submit requested medical certifications in a timely manner.

With the employee's permission, HUC-JIR (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide HUC-JIR with authorization allowing it to clarify or authenticate certifications with health care providers, HUC-JIR may deny FMLA leave if certifications are unclear.

Whenever HUC-JIR deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

**Initial Medical Certifications**

Employees requesting leave because of their own, or a covered family member's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If HUC-JIR has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at HUC-JIR's expense. If the opinions of the initial and second health care providers differ, HUC-JIR may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by HUC-JIR and the employee.

### **Medical Recertification**

Depending on the circumstances and duration of FMLA leave, HUC-JIR may require employees to provide recertification of medical conditions giving rise to the need for leave. HUC-JIR will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

### **Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide HUC-JIR medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. HUC-JIR may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

#### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, HUC-JIR may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered service member with a serious injury or illness, HUC-JIR may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, HUC-JIR may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA Leave**

Employees may use any accrued paid time while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of

FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon request, HUC-JIR will allow employees to use accrued paid time to supplement any paid disability benefits.

#### **F. Pay Employee's Share of Health Insurance Premiums**

As noted above, during FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless HUC-JIR notifies employees of other arrangements, whenever employees are receiving pay from HUC-JIR during FMLA leave, HUC-JIR will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If FMLA leave is unpaid, employees must pay their portion of the group health premium via check or money order, payable to HUC-JIR and due each pay date.

HUC-JIR's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, HUC-JIR will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control) they will be required to reimburse HUC-JIR for the cost of the premiums HUC-JIR paid for maintaining coverage during their unpaid FMLA leave

#### **IV. Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult HUC-JIR's other leave policies in this Handbook or contact the National Office of Human Resources.

#### **V. Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact the National Director of Human Resources. HUC-JIR is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the National Office of Human Resources immediately. HUC-JIR will investigate any FMLA

complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation.

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## **PREGNANCY DISABILITY LEAVE** (California Employees Only)

All California employees, regardless of length or hours of service, who are disabled and unable to work due to pregnancy, childbirth, or a pregnancy-related condition are entitled to up to 4 months of unpaid pregnancy disability leave (PDL). PDL may be taken before or after birth, and may also be taken intermittently, during any period the employee is physically unable to work because of a qualifying condition (prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth, etc.) **as certified by a medical professional**. PDL runs concurrently with any FMLA leave, but it may be taken in addition to any leave entitlement under the CFRA, meaning the employee may be entitled to 12 weeks of CFRA leave to bond with a child after the PDL expires.

If possible, employees must give 30 days advance notice of the date and estimated duration of the PDL. If 30 days advance notice is not possible, PDL should be requested as soon as practicable. The duration of the PDL may be modified based on changed medical conditions, and if an employee requests early reinstatement, it will be granted within two (2) business days.

HUC-JIR will maintain the employee's health insurance coverage under our group health plan according to the same terms as specified in the FMLA policy

Employees are required to use all available accrued sick days in conjunction with PDL, and may but are not required to use accrued vacation time during PDL. Employees may also be eligible for wage replacement under California's State Disability Insurance Program or the Paid Family Leave program (see Disability Insurance above).

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## **PAID PARENTAL LEAVE**

In order to assist and support new parent relationships through its leave policy and to assist with balancing work and family matters, HUC-JIR provides Paid Parental Leave to eligible full-time faculty and staff. Paid Parental Leave is defined as leave for the birth of a child to an eligible employee (biological parent) or the placement of a child with an eligible employee for adoption or foster care (each of which is a "qualifying event") and excludes other types of family leave.

HUC-JIR will provide 100% of the eligible employees' regular salary for up to eight (8) consecutive weeks of Paid Parental Leave. The leave must be taken immediately following the birth, adoption, or other eligible circumstance and may not be taken intermittently. However, Paid Parental Leave may be granted prior to an adoption when deemed necessary to fulfill the legal requirements for the adoption. The amount of the benefit will be base salary determined by regularly scheduled hours of work.

If an employee elects to use Paid Parental Leave, it will run concurrently with Family and Medical Leave (FMLA). Staff must have been employed for the previous twelve (12) consecutive months and have worked for at least one thousand two hundred fifty (1,250) hours

during this twelve (12) month period (as of the last day worked) before this benefit will go into effect. Eligible employees may only use Paid Parental Leave once per rolling 12 month period, which is the 12 month period measured backward from the date the employee begins using Paid Parental Leave. Payment for Paid Parental Leave will be paid on regular payroll dates. For birth mothers, Paid Parental Leave will run concurrently with any short-term disability coverage, if applicable.

While on Paid Parental Leave, employees continue to receive the same HUC-JIR benefits as when actively working, including, e.g., accrual of vacation and sick leave. All HUC-JIR-paid contributions will continue throughout the period of Paid Parental Leave.

An HUC-JIR employee on Paid Parental Leave will be reinstated to the same position he or she held when the leave began or, at the College-Institute's sole discretion, to a position with equivalent pay and benefits, provided that the employee can perform the essential functions of the position. The employee will not be restored to any position if:

- (1) The employment relationship would have terminated had the employee not taken Paid Parental Leave;
- (2) The employee informs the institution of his or her intent not to return to work at the expiration of the Paid Parental Leave; or
- (3) The employee fails to return to work at the expiration of the planned leave.

### **Definitions**

An **Eligible Parent** is defined as a biological parent, same sex spousal equivalent, a new adoptive parent or one who permanently assumes and discharges parental responsibility in connection with the placement of a child(ren). An individual that adopts a spouse or partner's child(ren) is not eligible for this benefit. If the child subject of a qualifying event is parented by, adopted by, or placed in foster care with two eligible employees, both employees may seek to use parental leave.

A **Qualifying event** means the birth of a child(ren), the formal adoption of child(ren) under the age of 18, or the placement of child(ren) under the age of 18 in foster care. Eligible employees are entitled to Paid Parental Leave for one qualifying event per child.

**One qualifying event per child** means in the cases of multiple births, all children are treated as one qualifying event. In the cases of multiple children being adopted or placed under foster care, all children being adopted or placed in foster care on the same day are treated as one qualifying event. In the cases of multiple qualifying events for the same child by the same employee, the eligible employee will be entitled to only one instance of PPL. For example, if the qualifying event is the placement of a child with an eligible employee for foster care, the eligible employee uses PPL during that qualifying event, and such placement subsequently becomes an adoption of that same child by the same employee, the adoption will not be considered a qualifying event, and the eligible employee will not be entitled to additional PPL for the adoption.

## **Eligibility**

Hebrew Union College-Jewish Institute of Religion staff regularly working thirty (30) or more hours per week who have been employed for the previous twelve (12) consecutive months AND have worked for at least one thousand two hundred fifty (1,250) hours during the prior twelve (12) month period are eligible to apply for the Paid Parental Leave.

## **Application**

To apply for Paid Parental Leave:

1. Complete a Family and Medical Leave Act (FMLA) Form and a Short Term Disability Form (if applicable)

To ensure accurate and timely payment, the employee is responsible for submitting these forms to the National Office of Human Resources at least thirty (30) days in advance of the first day of leave. The Paid Parental Leave will run concurrently with the associated Family and Medical Leave Act (FMLA).

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## **PERSONAL LEAVE**

Full-time employees may need to take time off for a personal reason that does not fall under the FMLA or any other applicable leave laws. In these cases, HUC-JIR can grant an unpaid personal leave if the employee has 12 months of eligible service. The amount of leave that can be approved will depend on the employee's needs and those of the department. Each request for leave will be handled on an individual basis, in writing, and approval is at management discretion, subject to the needs of HUC-JIR. Personal leaves of absence are not intended for employees who are leaving their employment and do not intend to return to work.

In determining eligibility for leaves of absence without pay in excess of two (2) weeks, the following will be considered: the supervisor's recommendation, the employee's work record, the employee's length of service, leave previously granted, the reason the leave is being requested, duration of the leave requested, the department's ability to complete the employee's work during the leave period.

Vacation and sick days are not accrued during a leave. HUC-JIR will maintain the employee's group health plan coverage during the leave, that is, the College will pay the premium as if leave had not been taken, and the employee must pay his or her usual share of the premium. If an employee returns at the expiration date of the leave but does not then work for at least the period of time comparable to the period of leave, he/she will be required to repay the portion of the insurance premiums paid by HUC-JIR on his/her behalf during the leave. If an employee fails to return to work after a leave, he/she will be required to repay the portion of the insurance premiums paid by HUC-JIR on his/her behalf during the leave.

For leaves of more than four weeks, HUC-JIR shall make every reasonable effort to hold open the employee's job. However, during any period of leave, HUC-JIR reserves the right to fill, change, or eliminate a vacant position if required by the needs of HUC-JIR. In such cases an

employee returning from leave may apply for consideration for a similar position if any such position is available or be terminated.

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## **BEREAVEMENT LEAVE**

All employees, regardless of classification, may take up to three (3) consecutive working days off with pay when a death occurs in their immediate family. For this policy, immediate family includes spouse, domestic partner, child, step child, parent, step parent, legal guardian, mother or father in-law, sibling, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandparent-in-law or grandchild.

HUC-JIR provides one working day off with pay to attend the funeral of a relative who is not included in the above list, with the approval of the employee's immediate supervisor. Leave with pay not to exceed one-half day may be granted at the discretion of the supervisor to attend the funeral service of a close friend.

If death or services occur on an HUC-JIR paid holiday (holiday weekend) or regular weekend or vacation, no additional time will be granted.

Employees may be required to provide documentation verifying death or service arrangements before approval for the time off is granted.

Additional unpaid time off may be approved by HUC-JIR management on a case-by-case basis.

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## **MILITARY LEAVE**

HUC-JIR will grant a military leave of absence to employees who are absent from work because of service in the United States Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any applicable state law. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. The employee will be granted military leave of absence with pay, reduced by the Reserve pay for up to a maximum of two (2) weeks. Provided the absence does not exceed applicable statutory limitations, the employee will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws.

If an employee is required to attend yearly Reserves or National Guard duty, he/she can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). The employee should give management as much advance notice of their need for military leave as soon as possible so that HUC-JIR can maintain proper coverage while you are away.

Contact the National Office of Human Resources for more information or questions about military leave.

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## **JURY DUTY**

Regardless of an employee's length of service, HUC-JIR will grant up to 10 working days off with pay if a full-time employee is called for jury duty that falls on his/her regularly scheduled workdays. An employee who receives a juror summons should notify his/her supervisor. After

the jury duty is completed, the employee should provide a juror's pay warrant to their campus Human Resources liaison as proof of jury service. The staff member will be permitted to retain his/her jury duty compensation so as to help defray his/her expenses while serving on a jury or as a court witness when subpoenaed.

Employees are expected to report for work when it does not conflict with court obligations.

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### **CRIME VICTIMS LEAVE (California Employees Only)**

A California employee who is a victim of a crime, or whose immediate family member, registered domestic partner, or child of a registered domestic partner is a victim of a crime, will be granted leave to attend judicial proceedings related to that crime. To take this leave, employees must provide HUC-JIR with a copy of the notice of each scheduled proceeding. When advance notice is not possible or an unscheduled absence occurs, HUC-JIR will not take adverse action against the employee, as long as the employee provides proof of the proceeding within a reasonable period of time after the absence. Crime victim leave will be unpaid, unless the employee elects to use personal time.

## ***PERSONAL CONDUCT***

### **SUBSTANCE ABUSE POLICY**

HUC-JIR's policy on drugs and alcohol in the workplace is designed to address concern for the health and well-being of its employees and to ensure that HUC-JIR complies with the federal Drug-Free Workplace Act of 1988 and the Drug Free Schools and communities Act Amendments of 1989. Penalties for violations of these policies, or for violations of laws regarding controlled substances or alcohol, range from warning to further discipline up to and including termination depending on the seriousness of the infraction and the degree to which violation of the policy adversely affects the well-being of the community or the fulfillment of HUC-JIR's educational mission.

Drug and alcohol use is highly detrimental to the safety and productivity of employees in the work place. No employee may be under the influence of any illicit drug or alcohol while in the work place, while on duty, or while operating a vehicle or equipment owned or leased by HUC-JIR.

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### **WORKPLACE NON-VIOLENCE POLICY**

HUC-JIR is committed to providing a workplace that promotes the health, safety and productivity of its employees, temporary workers, and contractors. With that goal in mind, employees are expected to treat everyone with courtesy and professionalism. HUC-JIR will not tolerate violence, threats of violence, or other conduct that harms or threatens the safety of employees or others in the workplace.

1. Workplace violence includes, but is not limited to, intimidation, threats, physical attack, domestic violence and/or property damage committed by employees and others against any individual in the workplace.
2. A threat refers to any direct or indirect verbal or physical conduct that threatens personal safety or property, or that reasonably could be interpreted as intending to cause harm. This includes:
  - Actions or statements, including harassment, epithets and intimidation that have the purpose or effect of creating fear in a reasonable person
  - Participation in, or encouragement of a fight
  - The use of any instrument to injure, threaten or intimidate

#### Scope

This policy applies to regular full and part-time employees, temporary employees, students and independent contractors. It applies to conduct of an HUC-JIR employee while functioning in the course and scope of employment as well as off-duty violent conduct that has a potential adverse impact on HUC-JIR. This policy also applies both on-site and off-site locations where HUC-JIR business is being conducted and at HUC-JIR sponsored events.

### Reporting Procedures

All employees must remain alert to possible violations of this policy and must immediately report any act or threat of violence affecting them or anyone else in the workplace to Security, their manager, campus Human Resources liaison or the National Office of Human Resources.

### Corrective Action

HUC-JIR will promptly and thoroughly investigate all reports of known acts of workplace violence. Any employee who, after appropriate investigation, is found to have violated this policy or whose conduct or presence poses a risk to the workplace will be subject to disciplinary action, up to and including termination. HUC-JIR will also take prompt remedial action to address violence or threats of violence by a vendor or customer. Violations of this policy may also be reported to appropriate law enforcement.

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## **POSSESSION OF WEAPONS POLICY**

HUC-JIR is committed to providing a workplace that promotes the health, safety and productivity of its employees, temporary workers and independent contractors. HUC-JIR will not tolerate the possession of weapons in the workplace as they may threaten the safety of employees or others.

It is a violation of this policy to possess, transfer, sell, use, or threaten to use an unauthorized weapon or dangerous instrument as defined below (even if licensed to carry a weapon) while at the workplace.

Where federal, state or local laws impose different or additional requirements, HUC-JIR will abide by governing law.

### Definitions

1. Workplace includes but is not limited to HUC-JIR facilities, parking lots, HUC-JIR sponsored events, vehicles on HUC-JIR property or used within the scope of employment.
2. A weapon is defined as but not limited to:
  - Firearm (including BB gun, whether loaded or unloaded)
  - Knife (switchblade, hunting knife, etc.)
  - Baton or nightstick
  - Any other martial arts weapons
  - Electronic defense weapons
  - If you have a question about whether an item is covered by this policy, please see your supervisor or National Office of Human Resources. You will be responsible for making sure beforehand that any potentially covered item you possess is not prohibited by this policy.

### Scope

This policy applies to everyone, even those who have a permit to carry a weapon. The only exceptions to this policy are law enforcement officers on official business, security guards engaged by HUC-JIR, or other personnel specifically authorized by the President.

### Corrective Action

Any employee who, after appropriate investigation, is found to have violated this policy or whose conduct or presence poses a risk to the workplace will be subject to disciplinary action, up to and including termination. Employees who fail to report instances of workplace weapon possession may be subject to disciplinary action up to and including termination. HUC-JIR will also take prompt action to address violence or threats of violence, including possession of weapons, by a vendor or visitor.

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## **PROFESSIONAL ATTIRE/PERSONAL HYGIENE**

Appropriate dress and personal hygiene promote a positive HUC-JIR image as we frequently have partners, visitors and vendors in our facilities. All employees are expected to be well groomed and attired in a professional manner that is appropriate for their jobs and consistent with our professional environment. All clothing and accessories are expected to be neat, clean, well pressed and appropriate at all times.

### General Principles:

Proper attire creates a positive impression to others about our HUC-JIR and our image. The work location and type of job held will determine the appropriate attire. Therefore, the following are non-exhaustive examples of attire that would be considered inappropriate for our business setting:

- Provocative or “revealing” styles of clothing (hemlines, necklines and waistlines should be appropriate for a business setting)
- Clothing that is too worn (i.e. frayed, torn or has holes in it)
- Clothing with language or logos displayed that violate the Policy Against Workplace Harassment

Personal grooming and daily hygiene must be of the highest standards at all times. Facial hair must be regularly trimmed. Supervisors are responsible for monitoring the dress and appearance of employees under their supervision for compliance with this policy.

On Fridays and special occasions, HUC-JIR may allow “dress down” days where looser clothing, including sweatshirts, colored t-shirts and athletic shoes can be worn.

Since HUC-JIR maintains a business casual environment, please remember to dress for your day. If you have any questions regarding the policy, please consult the National Office of Human Resources.

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## **EMPLOYEE CONDUCT AND WORK RULES**

To assure the orderly operation and to provide the best possible work environment, HUC-JIR expects employees to follow their own common sense and general rules of good conduct so to protect the interest and safety of all employees, visitors and HUC-JIR. Obviously, it is not possible to list all of the forms of behavior that HUC-JIR considers unacceptable in the work place, but the following are examples of conduct that may result in disciplinary action, ranging

from a verbal warning to termination from employment. In any event, HUC-JIR reserves the right to terminate an employee at any time for any reason.

- Theft or unauthorized removal or possession of HUC-JIR property
- Vandalism of or harm to HUC-JIR equipment or property
- Falsification of records
- Dishonesty
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer or use of alcohol or illegal drugs in the workplace
- Insubordination or disrespectful conduct
- Excessive absenteeism
- Excessive tardiness
- Failure to meet performance standards
- Violence or threats of violence, including harassment and physical intimidation
- Possession of weapons on HUC-JIR property in violation of HUC-JIR's Possession of Weapons Policy
- Insider trading
- Violation of any HUC-JIR rule or policy

These work rules are presented as guidelines only. Obviously, the above list is not exhaustive, and HUC-JIR reserves the right to discipline employees for other reasons not specifically stated in this Handbook.

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## **PROBLEM RESOLUTION**

HUC-JIR is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion or question receives a timely response.

Supervisors and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with HUC-JIR in a reasonable, professional manner or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. An employee may discontinue the procedure at any step.

### *Problem Resolution Procedure:*

1. The employee presents the problem to his or her immediate supervisor within 10 calendar days after it occurs. If the supervisor is unavailable to address the problem or if the employee believes it would be inappropriate to contact the immediate supervisor, the

employee may present the problem to the appropriate Department Head. If neither person is available, the employee can contact their campus Human Resources contact or the National Director of Human Resources

2. The supervisor responds to the problem during discussion or within 10 calendar days. Consulting with appropriate management may be necessary. The supervisor must document the discussion.
3. If the problem is not resolved and the employee presents it to their campus Human Resources Liaison or National Director of Human Resources, they will take steps to assist and/or investigate the issue(s) and will notify the employee of its action.

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## **PERFORMANCE IMPROVEMENT**

HUC-JIR encourages ongoing feedback regarding an employee's performance. Generally, when performance deficiencies are identified, the supervisor, manager or campus Human Resources Contact will communicate performance or other deficiencies to the employee, recommend steps for improvement, and the corrective action to be taken if the employee does not meet HUC-JIR's improvement expectations. The degree of corrective action will vary depending upon the severity of the situation. The employee is asked to acknowledge the counseling by signing a summary documenting the counseling discussion. The document is placed in the employee's file. The ability to post for other positions within HUC-JIR may be limited based on the nature and severity of the performance issue documented. The counseling document may also be used when HUC-JIR assesses the employee's performance during the performance evaluation process. If the employee does not take recommended corrective steps, performance does not improve, and/or additional performance issues arise, further disciplinary action up to and including termination may occur.

HUC-JIR is an at-will employer and reserves the right at any time to terminate employment without using the corrective counseling process and to determine the appropriate level of corrective counseling and/or discipline.

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## **PERFORMANCE EVALUATION**

Recognizing outstanding performance and growth of individuals with competitive pay adjustments is a continuous process. Supervisors and employees are encouraged to discuss job performance and goals on an informal, day-to-day basis. Performance reviews are conducted to provide both HUC-JIR and the employee the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Formal performance evaluations should occur during the HUC-JIR-wide annual performance evaluation period. Obviously, circumstances can arise during employment that may cause formal performance appraisals to either be hastened or delayed in time, depending upon the circumstance.

Merit-based pay adjustments are made by HUC-JIR in the sole discretion of management in an effort to recognize superior employee performance. The decision to award such an adjustment depends on numerous factors which may include the information documented by the formal performance review and evaluation process. Neither the employee's length of service, nor the employee's participation in any formal or informal performance review is a guarantee of any pay adjustment, or, of continued employment.

## ***WORKING ENVIRONMENT***

### **ID BADGES**

All employees, temporary workers, contractors and visitors are required to wear their badge at all times. In the event you forget your badge, please obtain a temporary badge from Security. If you lose your badge, please be sure to report the loss to Security immediately so the badge may be deactivated.

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### **SMOKING AND USE OF TOBACCO PRODUCTS**

It is HUC-JIR's intent to provide a healthy workplace; therefore, tobacco usage inside HUC-JIR facilities is prohibited. This policy relates to all work areas at all times, including before and after normal working hours. This policy applies equally to all employees, temporary workers, contractors, customers, and visitors.

The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant. This includes use of all forms of tobacco products (or any other plant) including smokeless tobacco and electronic cigarettes. Employees may not smoke directly outside any entrance to a building. Employees should consult with their immediate supervisor for information regarding the specific smoking areas designated for his/her location.

Violation of this policy may result in disciplinary action, up to and including termination.

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### **USE OF EQUIPMENT (including HUC-JIR laptops and portable computing devices)**

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using HUC-JIR property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Under no circumstances are employees permitted to use HUC-JIR equipment/property for their own personal use, unless given express prior authorization from the supervisor responsible for the equipment.

The supervisor should be notified immediately if any HUC-JIR-issued equipment is lost or stolen, appears to be damaged, defective, or in need of repair. Prompt reporting of equipment loss such as mobile phones and "hot spots" can save HUC-JIR significant sums of fees from IT vendors. Additionally, equipment damage, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

College-Institute laptops and portable computing devices must be carried as carry-on (hand) baggage when employees use public or commercial transportation. They must be concealed and/or locked when in the employee's private transport (e.g., locked in the trunk of an automobile).

When in unprotected areas outside HUC-JIR facilities, laptops and portable computing devices must

not be left unattended and where possible must be physically locked or otherwise secured. Devices should be reasonably secured in private locations.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination. .

No employee is to remove any HUC-JIR property, including computer hardware or software, from the work premises unless he or she first obtains clear and express approval from his or her supervisor.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remains HUC-JIR's property. Accordingly, this property, as well as any articles found in them, can be inspected or tested by any agent or representative of HUC-JIR at any time, with or without prior notice.

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## **USE OF PHONES**

While at work, employees are expected to exercise discretion in using HUC-JIR phones and/or cell phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees are asked to make any personal calls on non-work time and to ensure that friends and family members are aware of HUC-JIR's policy. Flexibility will be provided in circumstances demanding immediate attention.

Personal long distance calls resulting in charges to HUC-JIR are not permitted at any time.

HUC-JIR is not liable for the loss of personal cellular phones or other electronic devices brought into the workplace or used by an employee while traveling on HUC-JIR business.

Employees who violate this policy and/or use HUC-JIR phones for improper purposes will be subject to disciplinary action, up to and including termination.

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## **ELECTRONIC SECURITY**

The security of computerized files containing business information is vital to HUC-JIR. All employees having access to files, programs, data and HUC-JIR intellectual property; whether located on or accessed by an HUC-JIR-owned or personally-owned device such as a desktop/laptop computer, smartphone, mobile storage device, flash drive, etc. must ensure that this information is properly protected.

### Scope

This policy applies to all forms of electronic files and computerized systems, including, but not limited to: electronic mail (e-mail), network files, workstation and laptop hard drives, and telephone and voicemail systems (hereafter called "HUC-JIR Computerized Systems").

Policy:

Any employee who works with or has access to sensitive or confidential information must ensure that their computer equipment is inaccessible to others when away from their work area or when traveling. This may include: physically securing the equipment/device, closing the program, logging off, locking keyboards, backing up, and proper storage of disks.

Password protection is the individual responsibility of all computer users. Employees are responsible for adherence to HUC-JIR password policies and password change requests when prompted by HUC-JIR Computerized Systems or applications, whether hosted at HUC-JIR facilities or at a host contracted by HUC-JIR. Utilizing another's password or attempting to gain access to other's files without permission may result in appropriate disciplinary action.

Any attempt by any HUC-JIR employee to intentionally corrupt the network, the system, programs, files, etc., will result in immediate termination and may be grounds for legal action.

All data, text, graphics and other files created or resident on computers supplied to an employee by HUC-JIR are the property of HUC-JIR. HUC-JIR reserves the right, without prior notice, to access any employee's HUC-JIR-issued computer, files, and/or programs at any time, as well as to change any password as is deemed necessary to ensure proper protection of HUC-JIR information. Monitoring of computer network activity is required for network support and maintenance. Due to this maintenance and support, network connections are monitored and can be logged in order to prevent malware, malicious code, or viruses.

Users should assume that HUC-JIR will record users' access to internet sites, view content of e-mails, record users' access to files and data as well as view the content of any files that are accessed or distributed.

Employees are cautioned that deleting a message or file in no way guarantees that it cannot be retrieved, read or reproduced in the future. Emails sent to or from the HUC-JIR email system are stored for three years in order to provide legal e-discovery requests when needed.

*Corrective Action*

Though each individual is responsible for his/her own actions, management personnel are responsible for ensuring employee compliance with this HUC-JIR policy.

Any employee aware of a policy violation should immediately report the violation to their supervisor, the Chief Technology Officer and/or the National Director of Human Resources.

Employees who violate this policy will be subject to disciplinary action, up to and including termination.

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## **POLITICAL CAMPAIGNING**

As an institution of higher learning, HUC-JIR is committed to academic freedom, supports free expression of political views by members of its community, and promotes open dialogue about important issues in society. The College-Institute encourages its students, faculty and staff to exercise their rights of citizenship, including participation in the political life of their communities, the state and the nation, and to educate and involve themselves in world affairs.

As a non-profit organization, the College-Institute must nonetheless abide by federal tax law prohibitions with the provisions governing its tax-exempt status under Section 501 (c) (3) of the Internal Revenue Code and ensure that activities engaged in by HUC-JIR and members of the College-Institute community, do not call into question the college's non-partisan, educational status. Federal statute stipulates that non-profit, tax-exempt institutions of higher education are prohibited from participating in, or intervening in, any political campaign on behalf of any candidate for public office.

This policy therefore contains guidelines governing the use of HUC-JIR affiliation and resources for political activities, the use of its facilities, services and personnel to promote, finance or support individuals, groups or organizations campaigning for public office. Nothing in this Policy is intended to limit the rights of students, faculty or staff to express personal opinions or to engage in political activity in their individual capacities and as private citizens.

1. The following guidelines and restrictions apply to campus involvement in political campaigns.
  - Every member of the HUC-JIR community has a right to participate or not, as he or she sees fit, in the electoral process. As an individual you are free to endorse, support, or oppose candidates. However, students, faculty and staff of the College should be careful to qualify that the opinions expressed are their own and do not represent the official position of HUC-JIR.
  - No member of the College-Institute community should speak for or act in the name of the college in a political campaign or other partisan electoral activity.
  - Use of the college's name, letterhead, or logo for partisan electoral purposes such as the solicitation of funds or other contributions in support of a political party or candidate or the endorsement of candidates for public office is prohibited.
2. Every effort should be made to ensure that appearances of candidates for public office or their political representatives at college sponsored events have a substantive purpose and appear in their non-candidate capacity, and that such visits not be conducted solely as campaign rallies or events.

- Candidates for office, including elected officials seeking reelection, who approach HUC-JIR administration seeking opportunities to appear on campus and address the College-Institute community should accordingly be referred to the appropriate HUC-JIR administrator (Dean/Department Head).
- If a faculty member, administrative and/or academic department, or the college itself chooses to invite an individual candidate to speak, every attempt should be made to provide opposing candidates the same opportunity.
- Members of the HUC-JIR community may not use college-institute facilities, services, and college-sponsored events for campaign or party fund-raising activities.
- HUC-JIR facilities, services, and college-sponsored events may not be used by outside organizations or outside individuals whose purpose is to further the cause of a candidate or political party.

3. The following restricts use of HUC-JIR resources for partisan electoral purposes.

- Use of the campus mail service (other than U.S. mail), college mailing lists, college-provided office supplies, computers, telephones, facsimile machines, or copiers, for soliciting votes or campaign fund raising is prohibited.
- Campaign workers, including students, faculty, and staff, are not permitted to engage in person-to-person solicitation of funds through the campus mail service. Any mail solicitation must be through the U.S. Postal Service only.
- No display or distribution of political campaign materials, such as posters, notices, handbills, and banners intended to promote one candidate or party over another, or influence people how to vote are permitted.
- Campus organizations and departments may use campus mail to publicize political forums and discussions but may not use the mail service to endorse, raise money for or otherwise promote a candidate for public office or a political person, organization or lobby.

Organized voter registration activities, voter education programs, and "get out the vote" drives are exempt from the provisions outlined above, provided no attempt is made to influence how people should vote, advance or oppose individual candidates for office or a political party or to promote a position on a public referendum or issue up for vote.

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## **CAMPUS CLOSINGS**

HUC-JIR recognizes that circumstances beyond its control, such as inclement weather, natural disaster, national crisis, or other emergencies, do occur. On such occasions, HUC-JIR may open late or close for all or part of a regularly scheduled workday. In such event, employees, students and faculty will be notified through HUC-JIR's Emergency Alert System as early as possible.

If HUC-JIR elects not to open a campus or to close before the normally scheduled closing time because of weather conditions or other emergency situations beyond its control, full-time employees will be paid for the entire scheduled workday.

Non-exempt employees who are required to work due to the critical nature of their job responsibilities will be paid two times their regular pay rate for hours worked during such times when the campus is closed for an unscheduled reason.

If HUC-JIR closes for an unscheduled reason (e.g. inclement weather) while an employee is on leave (vacation, sick, FMLA, personal), the employees leave will not be extended by that time.

On a day when HUC-JIR's opening time has been postponed, office employees reporting to work by the announced opening time will be paid for the entire scheduled workday.

Non-exempt employees reporting to work more than 1 hour past the announced opening time will be paid only for actual hours worked.

Those employees unable to get to work will be allowed to charge such an absence to an earned vacation or personal day, or the time will be considered a leave without pay (*non-exempt employees only*).

If for some reason an employee feels that he/she must leave because of poor weather, even though the campus is not officially closing, that employee must have the approval of his/her supervisor to take the rest of the day off. In this instance, the employee will be paid only for hours worked and may charge hours not worked that day to vacation or personal time, or the time will be considered a leave without pay (non-exempt employees only).

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## **HEALTH AND SAFETY**

It is the policy of HUC-JIR to follow operating practices that will safeguard all employees and result in safe and healthful working conditions and efficient operation.

Before starting work under conditions which an employee believes are unsafe, he/she must call these conditions to the attention of the person in charge. The employee is expected to report to his/her immediate supervisor any unsafe conditions.

Employee suggestions and ideas toward improving methods and making conditions safer are earnestly sought. If an employee has any ideas or suggestions regarding safety, he/she should report them to the supervisor immediately.

If an employee is injured on the job and requires medical attention, the following steps should be taken:

1. Notify the employee's supervisor immediately.
2. If the injury requires immediate medical attention, the employee should first be transported to the nearest emergency room.
3. The employee and his/her supervisor should complete the "Employee Injury Report Form" attaching any other relevant documentation and, depending on the campus, give it to the National Director of Human Resources or to the campus Human Resources liaison, who will forward a copy to the National Director of Human Resources. .
  - The employee should follow the claim process instructions provided by the National Director of Human Resources or the campus Human Resources Liaison.

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## **SECURITY**

Employees should observe the following security measures:

1. Observe all regulations regarding closing or locking of doors or safekeeping enclosures.
2. An employee should immediately report to his/her supervisor any suspicious security irregularities and acts of theft, sabotage, vandalism or damage of HUC-JIR property.
3. Employees will be responsible for safeguarding their own personal property.
4. All HUC-JIR keys, records, documents and other HUC-JIR property must be turned in at separation of employment.

Under no circumstances will HUC-JIR be responsible for any loss to an employee caused by theft, sabotage, vandalism, fire or any natural disaster.

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## **EMERGENCY RESPONSE**

HUC-JIR's emergency response policies are designed to ensure that in the event of an emergency, occupants in each facility will be given ample warning and enough time to protect themselves from harm and/or to escape in an orderly manner.

In the event of a medical emergency, employees are advised to dial 911 immediately. Additionally, employees should refer to their campus's written emergency action plan for specific instructions on alarm system signals, evacuation procedures, routes and designated assembly areas and actions to take and locations of shelter in the event of a natural disaster, including tornado, earthquake or flood.