

Grinnell College

Staff Handbook

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Welcome to Grinnell College!

Grinnell College is an exciting place to work. With deep roots in Iowa, the College has taken its place among the best liberal arts colleges in the nation. Staff members play a crucial role in making the campus community a place where students meet excellent educational opportunities at every turn. Your service contributes to the teaching and learning environment. You act as models and informal mentors to the young adults around you.

The College embraces the strong credentials and experience of its staff. We also strive to offer support for your professional development. Further, we seek to be a premier employer in Iowa, with innovative policies that advance the College's core values. From the formal procedures outlined in the Staff Handbook to our daily practice of generous civility, you will see those efforts in action. The Staff Handbook is an ongoing project. We welcome your ideas for enhancing the work environment for all employees.

Thank you for your dedication to our shared mission.

Yours truly,

Raynard S. Kington, M.D., Ph.D.

President, Grinnell College

## **INTRODUCTORY STATEMENT**

This handbook will acquaint you with Grinnell College and provide you information about working conditions, employee benefits, and employment policies. You should read, understand, and comply with all provisions of the handbook. It not only describes many of your responsibilities as an employee but also outlines the programs developed by Grinnell College to benefit employees. The College seeks to provide a work environment conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As Grinnell College continues to grow, Grinnell College reserves the right, at its sole and absolute discretion, to revise, supplement, or rescind any policies or portion of the handbook. The College will, of course, notify employees of such changes to the handbook.

## **MISSION STATEMENT**

When Grinnell College framed its charter in the Iowa Territory of the United States in 1846, it set forth a mission to educate its students "for the different professions and for the honorable discharge of the duties of life." The College pursues that mission by educating young men and women in the liberal arts through free inquiry and the open exchange of ideas. As a teaching and learning community, the College holds that knowledge is a good to be pursued both for its own sake and for the intellectual, moral, and physical well-being of individuals and of society at large. The College exists to provide a lively academic community of students and teachers of high scholarly qualifications from diverse social and cultural circumstances. The College aims to graduate women and men who can think clearly, who can speak and write persuasively and even eloquently, who can evaluate critically both their own and others' ideas, who can acquire new knowledge, and who are prepared in life and work to use their knowledge and their abilities to serve the common good.

## **CORE VALUES OF GRINNELL COLLEGE**

### **I. Excellence in Education for Students in the Liberal Arts**

- varied forms of learning, in and out of the classroom and beyond the campus
- creative and critical thinking stimulated by the free, open exchange of ideas
- education that reflects on its own process
- excellent teaching as the highest priority of the faculty
- active scholarship in traditional and interdisciplinary fields
- need-blind admission of students with strong academic potential

### **II. A Diverse Community**

- a wide diversity of people and perspectives
- a residential campus in a setting that promotes close interactions
- personal, egalitarian, and respectful interactions among all members of the college community
- meeting full demonstrated financial-aid need of admitted and continuing students
- support for professional well-being of all whose work contributes to the college

### **III. Social Responsibility**

- our strong tradition of social responsibility and action
- our strong tradition of self-governance and personal responsibility
- learning from and communicating with the world beyond the campus
- life-long connections that support friendship, work, and learning
- continuing to build institutional strength for educating tomorrow's students

## **YOUR ROLE IN AN EDUCATIONAL INSTITUTION**

As our Mission Statement makes clear, Grinnell College is an educational institution. Although that naturally brings to mind classrooms and teachers, much of the education of Grinnell students takes place outside of the classroom, and involves many college employees other than faculty. It is common for alumni and graduating seniors to identify a staff member as having the greatest single effect on them. Fair, caring, and cooperative treatment of students and fellow employees models appropriate behavior for our students and makes Grinnell a better place to work.

We want you to take pride in our mission and the role you play in it. In addition to your direct interactions with students, your contact with parents, prospective students, alumni, and the public in general reflects on the college. Your courtesy and helpfulness reinforces our mission and speaks to the true character of Grinnell College.

Grinnell College

Staff Handbook

Section 1

Employment, Workplace Environment  
and Pay Procedures

## **SECTION A: EMPLOYMENT**

### **A.1 Employment Philosophy in the Context of At-Will Doctrine**

Grinnell College expects a high level of performance and integrity from our employees, and therefore the College aims to offer its employees a high level of commitment and respect. Our goal is to provide employees stable employment opportunities where they can develop as individuals in pursuit of shared objectives. Staff members embody the core values of the College and further the mission of the College at its best. This level of dedication fosters reciprocal ethical obligations among supervisors and staff, and between the College and all its employees. We strive to offer fair processes of performance evaluation to all employees, and, when needed, progressive disciplinary procedures. This Handbook sets out policies and procedures that specify our intentions in these respects.

Nothing in this Handbook should be construed as an implied contract that would modify the College's position under Iowa or federal law. In Iowa, employees are employed on an "at-will" basis. This means that, in the absence of a contract of employment between the College and the employee, the employee or the College may terminate the employment at any time. Because we hold ourselves to high ethical standards, where the College does invoke its rights under Iowa's "at-will" employment doctrine, the president of the College must give his or her approval.

### **A.2 Nondiscrimination Policy**

Grinnell College is committed to a policy of nondiscrimination in matters of admission, employment, and housing, and in access to and participation in its education programs, services, or activities. No person shall be discriminated against on the basis of race, national or ethnic origin, age, gender, sexual orientation, gender identity and expression, marital status, veteran status, religion, creed, or disability.

The application of the College's nondiscrimination policy will often involve conflicting interests. This may especially be the case when it is applied to questions of freedom of speech and freedom of association. Because of these inherent difficulties, the application of the nondiscrimination policy may not be simple or straightforward. Since the primary business of the College is liberal education, and because liberal education cannot take place without the free, open, and civil exchange of ideas, the application of the nondiscrimination policy should always be made with consideration of how best to preserve that free, open, and civil exchange of ideas.

### **A.3 Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Grinnell College will be based on merit, qualifications, skills and abilities.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training, unless legally required otherwise.

Any employees with questions or concerns about any type of discrimination in the workplace are

encouraged to bring these issues to the attention of their immediate supervisor or the Office of Human Resources. Employees can raise concerns and make reports without fear of reprisal.

#### **A.4 Commitment to Diversity**

Grinnell College is committed to creating a culture of diversity that can enable faculty, staff, and students to respond to complexities of the contemporary United States and the larger international community. Cultivating a culture of diversity means more than improving statistical representation of demographic minorities. Yet it is clear that demographic diversity has an impact on the curriculum of the College and the richness of critical inquiry on campus. A diverse community stimulates new perspectives and questions within the liberal arts tradition. Living and learning in a diverse community challenges conventional ways of thinking and response. So a culture of diversity fosters the College's core mission. Further, while a diversity of people and perspectives furthers our educational mission, the College's commitment to social justice makes equal opportunity and advancement an ethical priority as well. To pursue these values, the College does, as a matter of policy, make particular efforts to recruit, hire, and retain individuals from diverse backgrounds.

#### **A.5 Disability Accommodation**

Grinnell College is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. The College conducts all employment practices and activities on a non-discriminatory basis. Grinnell College will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. It is the responsibility of the employee to speak with the ADA Officer to request an accommodation. The Accommodation Policy is listed in the appendix of this handbook.

#### **A.6 Employment Categories**

Grinnell College defines employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, both the employee and Grinnell College retain the right to terminate the employment relationship at will at any time.

Each employee is designated as either nonexempt or exempt from federal and state wage and hour laws as determined by the guidelines provided within the Fair Labor Standards Act. Support Staff and members of the Bargaining Unit are nonexempt personnel who are entitled to overtime pay under the specific provisions of federal and state laws. Faculty and Administrative Staff are exempt personnel who are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will belong to one other employment category:

FULL-TIME employees are those who are not in a temporary status and who are regularly scheduled to

work Grinnell College's full-time schedule of 40 hours per week or at least 37.5 hours per week in Dining Services. Generally, they are eligible for Grinnell College's benefit package, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME employees are those who are not assigned to a temporary status and who are regularly scheduled to work less than the full-time work schedule. Part-time employees working at least  $\frac{1}{2}$  time, 12 months or  $\frac{3}{4}$  time, 9 months are eligible for benefits sponsored by Grinnell College, subject to the terms, conditions, and limitations of each benefit program.

TERM employees are those who are normally scheduled to fill a position of a limited duration, typically the equivalent of at least one academic year. If they work at least  $\frac{1}{2}$  time, 12 months or  $\frac{3}{4}$  time, 9 months they are eligible for Grinnell College's benefit package, subject to the terms, conditions, and limitations of each benefit program

CALL-IN employees are those who have established an employment relationship with Grinnell College but who are assigned to work on an intermittent and/or unpredictable basis. While they receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of Grinnell College's other benefit programs.

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of Grinnell College's other benefit programs.

## **A.7 Pre-employment Procedures**

Grinnell College is committed to providing a safe, efficient, and productive work environment for all employees. After a conditional offer of employment, a person may be asked to participate in a pre-employment physical and drug test to determine if he or she is fit to perform the necessary job responsibilities and to determine whether he or she has used drugs illicitly or illegally. In addition, background checks will be performed for the following positions: Residence Life Coordinator, Facilities Management personnel and Security personnel.

Post-offer medical examinations are required only for those positions in which there is a bona fide job-related physical requirement. They are given to all persons entering the position only after conditional job offers. Medical records will be kept separate and confidential.

## **A.8 Introductory Period**

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Grinnell College uses this period to evaluate employee capabilities, work habits, and

overall performance.

All new and rehired non-exempt employees work on an introductory basis for the first 90 calendar days after their date of hire. All new and rehired exempt employees work on an introductory basis for the first year of employment. Inadequate performance during the Introductory Period may lead to termination of employment before the end of the Introductory Period.

Any excused absence of one week or longer in duration will automatically extend an introductory period by the length of the absence. If Grinnell College determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

Employees must complete their introductory period to be considered for another position. Employees who are promoted or transferred within Grinnell College must complete a secondary introductory period of the same length with each reassignment to a new position

## **A.9 Work Schedules**

Because staff provides a wide variety of services to the College, some offices and departments operate on different schedules. However, for most departments, normal office hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. Offices will remain open for normal business operations, including lunchtime, and will be properly staffed to meet the needs of those they serve. Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Summer Hours: In the past, the College has adopted different office hours for the summer months. Should this happen, you will be informed each spring of the schedule.

Dining Services: Dining Services provides students with twenty meals per week when the College is in session. Therefore, Dining Services staff members are assigned different shifts and days of the week.

## **A.10 Flextime Program**

Grinnell College offers its non-exempt staff an alternative work week schedule called Flextime. The Flextime Program mandates core hours during each day when all full-time employees are expected to be at work. Additionally, offices are expected to maintain regular 8:00 a.m. – 5:00 p.m. office hours daily during the academic year where applicable (departments such as the Library, Campus Safety & Security and Dining Services operate differently than a traditional 8:00 a.m. – 5:00 p.m. work schedule.) Commitment to quality service should guide all supervisors and directors in the consideration of Flextime requests.

The objectives of the Flextime Program are:

1. To maximize productivity while maintaining or increasing traditional service levels;
2. To improve the use of office and equipment resources;

3. To increase flexibility in meeting irregular scheduling needs of departments and employees;
4. To improve the work environment and thus morale;
5. To add a significant privilege to employees.
- 6.

An example of an office work schedule which combines core hours with Flextime

(Department is open between 8 a.m.-5:00 p.m.)

7:00 a.m. – 9:30 a.m.	Flextime	Employee starts work
9:30 a.m. – 11:00 a.m.	Core Hours	Everyone works
11:00 a.m. – 2:00 p.m.	Flextime	Employee lunch period of 30-60 minutes
2:00 p.m. – 3:30 p.m.	Core Hours	Everyone works
3:30 p.m. – 6:00 p.m.	Flextime	Employee finishes work

#### Facts about Flextime

- Employees are not required to participate in Flextime.
- Employees may choose either a ½ hour or full hour scheduled lunch in their Flextime request.
- Skipping the lunch hour is not allowed, nor is stacking break time to either start later, leave earlier or lengthen the lunch hour.
- A Flextime work schedule request and approval should commit both the employee and the department for a specific period of time, but not indefinitely. The specific period of time approved should cover at least a semester and up to one year. Individual work schedule adjustments of a shorter duration may be approved by a supervisor in consultation with the Office of Human Resources but do not fall under the Flextime program.
- Flextime work schedules need review and approval on an annual basis to account for the hiring of new staff and adjustments of schedules. Flextime must be distributed fairly and must not be a significant privilege to one over others. Creative solutions, such as rotating schedules between two employees may be necessary.
- Working longer days earlier in the week to allow for shorter work days later in the week is not permitted. Employees must be present during core hours throughout the week.
- Actual hours must be reported on staff time sheets.
- Employees on an approved Flextime schedule may need to temporarily adjust the schedule if requested by the supervisor to meet operational demands.

#### Approval or Denial of a Flextime Request

Employee requests for Flextime should be submitted on a Flextime Request Form and sent to their immediate supervisor, who should consult with the department director. Plenty of notice is necessary, as the granting of Flextime to one employee may require adjustments to other staff schedules. If approved, the effective date will be determined by the supervisor.

A supervisor or department director may deny a Flextime request if he or she determines that it interferes with departmental operations, creates an inefficient use of equipment or utilities, or has a negative effect on staff morale. If these conditions surface after the approval and implementation of a Flextime request, the supervisor may adjust or cancel the request accordingly. The Director of Human Resources may intervene if campus morale is affected.

Should an employee disagree with the decision to deny Flextime, he or she may consult with the Director of Human Resources, the College Ombuds (when established) or enact the Problem Resolution Procedure.

Examples of individual work schedules which are possible under Flextime

(Department is open between 8 a.m.-5:00 p.m.)

<b>Arrive</b>	<b>Lunch</b>	<b>Leave</b>	<b>Hours Worked</b>
7:00 a.m.	11:00 a.m. – 11:30 a.m.	3:30 p.m.	8 hours (1/2 hour lunch)
7:00 a.m.	11:00 a.m. – 12:00 p.m.	4:00 p.m.	8 hours (1 hour lunch)
7:30 a.m.	11:30 a.m. – 12:00 p.m.	4:00 p.m.	8 hours (1/2 hour lunch)
7:30 a.m.	11:30 a.m. – 12:30 p.m.	4:30 p.m.	8 hours (1 hour lunch)
8:00 a.m.	12:00 p.m. – 12:30 p.m.	4:30 p.m.	8 hours (1/2 hour lunch)
8:00 a.m.	12:00 p.m. – 1:00 p.m.	5:00 p.m.	8 hours (1 hour lunch)
8:30 a.m.	12:30 p.m. – 1:00 p.m.	5:00 p.m.	8 hours (1/2 hour lunch)
8:30 a.m.	12:30 p.m. – 1:30 p.m.	5:30 p.m.	8 hours (1 hour lunch)
9:00 a.m.	1:00 p.m. – 1:30 p.m.	5:30 p.m.	8 hours (1/2 hour lunch)
9:00 a.m.	1:00 p.m. – 2:00 p.m.	6:00 p.m.	8 hours (1 hour lunch)

### **A.11 Rest and Meal Periods**

Each workday, full-time nonexempt employees are provided with one rest period of 15 minutes in length for every four hours worked. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their work stations beyond the allotted rest period time.

Rest periods may not be combined with meal periods, or with other rest periods or at the beginning or end of a work shift since they are meant to provide a break during the middle of every four hour period of time.

All full-time employees are provided with one meal period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active

responsibilities and restrictions during meal periods and will not be compensated for that time. Employees are encouraged to leave their work station while on their meal period. If remaining in the work area for your meal period, employees are expected not to perform any work in order to receive an adequate rest period.

## **A.12 Job Posting and Internal Candidates**

In general, Grinnell College posts notices of all regular full and part-time job openings, although the College reserves its discretionary right not to post a particular opening. Each job posting notice will include the job title, department, job summary, and qualifications (required skills and abilities).

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager. Other recruiting sources may also be used to fill open positions in the best interest of the institution.

The College encourages employees to inquire about or to apply for open positions for which they are qualified. To apply for an open position, employees should follow the application process listed in the job posting. If the employee is granted an interview, either the employee or a representative of the Human Resources office will notify the current supervisor of the employee's candidacy for the position. The hiring manager will have access to the candidate's performance records and will be encouraged to speak with the current supervisor. Internal candidates who have interviewed for the position will receive a personal phone call, if possible, explaining the outcome of the selection process.

Grinnell College also encourages employees to identify friends or acquaintances who are interested in employment opportunities and refer qualified applicants for posted jobs. These individuals will be considered along with other candidates.

## **A. 13 Performance Evaluation**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal written performance evaluation will be conducted at the end of an employee's initial period of hire, known as the introductory period. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

The performance of all employees is generally evaluated according to an ongoing 12-month cycle, beginning April 1 and ending March 31 of the following year.

## **A.14 Attendance and Punctuality**

To maintain a safe and productive work environment, Grinnell College expects employees to be reliable

and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on Grinnell College. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. In emergent situations where the employee cannot notify their supervisor prior to the beginning of their shift, he/she should do so as soon as possible and practical.

Departmental policies may exist. Employees should reference those policies and seek guidance from their supervisor.

### **A.15 Outside Employment**

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with Grinnell College. All employees will be judged by the same performance standards and will be subject to Grinnell College's scheduling demands, regardless of any existing outside work requirements.

Outside employment will present a conflict of interest if it has an adverse impact on Grinnell College. Should you have any concerns about outside employment, please meet with your supervisor or the Office of Human Resources to discuss the employment situation.

### **A.16 Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, Grinnell College expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- \* Misappropriation of college resources
- \* Theft or inappropriate removal or possession of property
- \* Falsification of timekeeping, expense or financial records
- \* Engaging in any type of unlawful discrimination
- \* Possession, distribution, sale, transfer, use or under the influence of alcohol in the workplace, except at college functions where alcohol is served. In instances where it is customary to serve or consume alcohol, it is never acceptable to act inappropriate or disobey the law.
- \* Possession, distribution, sale, transfer, use or under the influence of illegal drugs in the workplace.

- \* Fighting or threatening violence in the workplace
- \* Boisterous or disruptive activity in the workplace
- \* Bullying behavior- either verbal, physical, written or through gestures or exclusion
- \* Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- \* Insubordination, retaliation or other disrespectful conduct
- \* Violation of safety or health standards
- \* Smoking in prohibited areas
- \* Sexual or other unlawful or unwelcome harassment
- \* Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- \* Excessive absenteeism, excessive tardiness or any absence without notice
- \* Unauthorized absence from work station during the workday
- \* Unauthorized or inappropriate use of telephones, mail system, computers, internet access or other employer-owned equipment or resources.
- \* Unauthorized disclosure of business "secrets" or confidential information
- \* Unauthorized overtime work
- \* Violation of personnel policies
- \* Unsatisfactory performance or conduct
- \* Outside behavior unbecoming of a Grinnell College employee

## **A.17 Progressive Discipline Procedures**

### Progressive Discipline: Introduction

In the spirit of mutual respect, Grinnell College prefers to pursue progressive discipline before any decision about terminating an individual's employment is made. Progressive discipline is appropriate where an employee behaves in a way that compromises his or her responsibilities at work, or compromises others' responsibilities at work. Such behavior may include negligence or disregard of College policies, a pattern of incivility to others, or unreliable performance.

Progressive discipline differs from an employee performance review or regular communication between a supervisor and the employee concerning ways to improve performance.

At any point during a progressive discipline process, an employee may consult with the Director of Human Resources for individual guidance or referral to relevant resources. An employee may, at any time, ask the Director of Human Resources for a copy of his or her file to be mailed in a timely manner to his or her address. The employee may, at any time, consult in confidence with the College Ombuds services.

While Grinnell College prefers to adhere to the following procedures, the College reserves the legal rights described in section A.1: in particular, this Handbook should not be construed as an implied contract, nor does the College forego the rights of an “at-will” employer.

### Progressive Discipline: Procedures

Progressive discipline may involve any or all of the following procedures, in an order that is appropriate to the case:

#### Notation

In a case where a supervisor believes progressive discipline should be initiated, the supervisor should promptly meet with the employee. The supervisor and the employee should discuss the supervisor’s concerns. The employee should let the supervisor know if there are circumstances beyond the employee’s control that are contributing to the problem. The supervisor and the employee should then agree on a plan for resolving the problem.

Following this meeting, the supervisor, in consultation with the employee, will make a Notation (available from the Office of Human Resources) to record the problem and discussion. The Notation will set out in writing the plan created between the supervisor and the employee for resolving the problem. Both the supervisor and the employee should sign the Notation and each should keep a copy of the Notation for their own use.

#### Notice of Inadequate Performance

In a case where the problem set out in the Notation is not resolved as planned, or the supervisor believes a Notation would be insufficient, the supervisor will promptly complete a Notice of Inadequate Performance (available from the Office of Human Resources). The supervisor will describe the problem, giving specific examples, and state his or her expectations and a timetable for resolving the problem.

The employee will meet with the supervisor to review the Notice of Inadequate Performance. The employee should sign the form to indicate that he or she has read the Notice. In a case where the employee disagrees with the content of the Notice of Inadequate Performance, he or she may add written remarks to it. An employee should have an opportunity to consult, in a timely way, with a trusted colleague or with the Director of Human Resources before adding written remarks to the Notice of Inadequate Performance.

The supervisor must file the Notice of Inadequate Performance with the Office of Human Resources, giving a copy to the employee. A copy of any Notation concerning the employee's behavior should be attached to the Notice of Inadequate Performance. The Office of Human Resources will include both documents in the employee's Human Resources file.

#### Decision-making Leave

Resolving disciplinary issues can be complex. The Director of Human Resources, in consultation with the supervisor, may require an employee to take a brief Decision-making Leave in order to consider the situation. Before returning from a Decision-making Leave, the employee must submit a written plan for resolving the problem. In consultation with the supervisor, the Director of Human Resources will review and, if appropriate, approve the employee's plan. The plan will be appended to the Corrective Action Form.

The Director of Human Resources will determine issues of compensation and benefits during the Leave, having regard to the circumstances of the case, and will notify the employee.

#### Performance Resolution Form

In a case where the employee effectively carries out the plan for corrective action within the timeframe, the employee and the supervisor will complete the Performance Resolution Form. Upon completion, the form must be sent to the Office of Human Resources to be included in the employee's personnel file and attached to the corresponding Notice of Inadequate Performance. Going forward, there will be no heightened scrutiny of the employee. However, if further behavior problems occur, the employee's Human Resources file may be consulted.

#### Suspension or Termination of an Employee

The Director of Human Resources may, in consultation with the supervisor, suspend an employee on a temporary basis from the workplace pending an investigation, for example, where there is an allegation of criminal behavior by the employee. The Director of Human Resources will determine issues of compensation and benefits during the period of Suspension, having regard to the circumstances of the case, and will notify the employee.

The Director of Human Resources may, in consultation with the supervisor, decide that the individual's employment is terminated. Normally, this decision will be taken only after a progressive discipline process. However, the Director of Human Resources may bypass that process, with the approval of the president: please see our "Employment Philosophy in the Context of At-Will Legislation" at page X.

The Director of Human Resources will notify the individual when his or her employment is terminated. The Director of Human Resources will also notify the supervisor and other relevant administrators, including the President of the College. Typically, within days following a decision to terminate employment, the individual will meet with the Benefits and Compensation office to prepare final disposition of the individual's pay and benefits.

### Appeal of Decision to Suspend or Terminate

An individual may appeal a decision to suspend or terminate his or her employment by writing to the President of the College within five working days of the decision. The letter must demonstrate that the decision was based on improper consideration of irrelevant facts or inadequate consideration of relevant facts. After reviewing the individual's letter of appeal and the Human Resources file, the President will make a decision and notify the individual. The President's decision is final.

### **A.18 Employment Termination or Resignation**

Staff employees terminate employment with the College for a variety of reasons. It is customary for any employee who voluntarily leaves the College to provide a notice as a courtesy to the department, typically two or more weeks in advance for non-exempt staff and at least a month in advance for exempt employees. Your resignation letter should specify your last working day. Providing the requested notice in a timely manner is one criteria for rehire. Once your resignation has been tendered, your supervisor will work with you on a plan for your transition from the college.

The Office of Human Resources will generally schedule exit interviews for voluntary terminations in employment. The exit interview will afford the employee an opportunity to discuss suggestions and areas of improvement for the College. You will be expected to return all Grinnell College-owned property such as keys, cellular phones, credit cards, ID cards and the Staff Handbook.

Since employment with Grinnell College is based on mutual consent, both the employee and Grinnell College have the right to terminate employment at will, with or without cause, at any time.

### **A.19 Return of Property**

Employees are responsible for items issued to them by Grinnell College or in their possession or control, such as the following:

- \* client lists
- \* computers
- \* credit cards
- \* cell phones
- \* phone cards
- \* equipment
- \* PDA's
- \* identification badges

- \* keys
- \* manuals
- \* pagers
- \* protective equipment
- \* security passes
- \* tools
- \* uniforms
- \* written materials
- \* any other college property you may have in your possession

All Grinnell College property must be returned by employees on or before their last day of work. Where permitted by applicable laws, Grinnell College may withhold from the employee's check or final paycheck the cost of any items that are not returned when required.

#### **A.20 Re-hire Policy**

If you leave your job at the college and are later rehired, you will be required to complete the introductory period in the same manner as a new employee. However, if the date of rehire is within one year of your previous College employment termination date, your benefits will be reinstated on the first day of the month following the date of rehire. In such a case, you would also accrue vacation time based on your total years of service.

Employees rehired more than one year after leaving will receive credit for prior years of service only for service recognition purposes.

## **SECTION B: WORKPLACE ENVIRONMENT**

### **B.1 Confidentiality Policy**

Grinnell College maintains strict confidentiality requirements and regulations in compliance with the Gramm-Leach-Bliley Act (GLBA), Family Educational Rights and Privacy Act of 1974 as amended (FERPA), and the Health Insurance Portability and Accountability Act (HIPAA) in addition to other federal and state laws. These laws pertain to the security and privacy of all non-public information including student information, employee information, and general College information whether it be in hard copy or electronic form.

Employees may be privy to private information throughout the course of their work and are expected to protect against unauthorized access of such information, ensure the security and privacy of such information, and disclose any anticipated threats or hazards that may compromise the confidentiality of such information.

Employees must not release this confidential information to the public; this category includes but is not limited to co-workers who have not been authorized or who do not have a legitimate business/educational need to know.

Upon hire, employees must sign a statement of confidentiality.

### **B.2 Conflict of Interest Policy**

Grinnell College has an obligation to demonstrate and document good governance in order to protect the integrity and credibility of the College and to maintain the trust and confidence of our constituents.

The purpose of the Grinnell College Conflict of Interest Policy is to address potential conflicts occurring when an employee is in a position to influence a college decision that may result in direct or indirect personal gain and to ensure the transparency of related party relationships.

Grinnell College employees have an obligation to conduct college-related business transactions without actual or potential conflicts of interest. In accordance with this policy, employees shall take all necessary precautions to avoid any actual or potential conflicts of interest and to disclose any actual or potential conflicts that may exist.

A conflict of interest arises when an employee may benefit personally from dealings with an entity or person conducting business with the college, including indirect benefits such as to family members(1) or businesses with which the person is closely associated.

Examples of potential conflicts include but are not limited to employment with, membership on a board of directors of, or significant ownership interest in a company doing business with the College.

This policy is in addition to the Conflict of Interest policy for federal grants and the Conflict of Interest policy for Trustees and Officers of the College.

All employees with an actual or potential conflict of interest shall complete a Conflict of Interest Disclosure Statement at the earliest practicable time so that the conflict may be reviewed and resolved. All statements should be forwarded to the Human Resources department. Disclosure statements will be reviewed by a committee consisting of a representative from the Human Resources, Treasurer, and Dean's offices, respectively. The committee will determine any appropriate action that may be necessary including but not limited to annual disclosure or disqualification from participation in transactions creating the conflict.

Not all conflicts will be material enough to be of practicable importance or if material, upon full disclosure may not necessarily affect the College in an adverse way. In the interest of transparency, disclosure is still required.

Employees who are members of the Senior Staff will be required to complete a statement confirming any conflicts of interest or the lack thereof on an annual basis.

This policy will be reviewed every two years or as deemed necessary by the Treasurer's Office given a specific event or change in the college's environment. Any proposed changes to this policy will be submitted to the Audit and Assessment Committee of the Board of Trustees for approval.

(1)The definition of family member for the purposes of this policy includes spouse, domestic partner, ancestors, brothers and sisters, children, grandchildren, great grandchildren and spouses of brothers, sisters, children, grandchildren, and great grandchildren.

### **B.3 Guarding Against Personal Bias**

Every employee is responsible for guarding against the reality or appearance of personal bias in the course of making personnel decisions, such as hiring decisions or performance evaluations. Personal bias refers to cases in which an individual's close emotional, social, or familiar relationship with another employee makes impartial decisions regarding that employee difficult or impossible. The reality or appearance of personal bias can arise when an employee is known to have a close personal relationship to another individual who is the subject of a personnel process. In such as case, there may be concern that employee's close emotional or social relationship to the individual will influence the employee's judgment in the personnel decision. A personal bias issue can arise even when the employee feels that he or she can make an impartial decision.

If an employee is asked to serve in a capacity where a personal bias issue arises, he or she should consult with his or her supervisor to determine the appropriate course of action. If the employee or supervisor is unsure of what constitutes personal bias, he or she should seek the assistance of the Office of Human Resources. In the case where a supervisor believes the reality or appearance of personal bias may give rise to the appearance of favoritism or cronyism, the supervisor should excuse the employee from the responsibility. The supervisor is then responsible for fulfilling or delegating the role to another capable employee.

In no case should an employee serve in any personnel decision in which an immediate family member is involved. In a case where an employee holds administrative rank in a division in which a family member is employed, the administrator should, in good faith, avoid situations where the appearance of personal bias may arise.

Personal bias can be distinguished from a conflict of interest. Conflict of interest refers to a situation where an employee has a financial or other material interest outside his or her employment that may compromise or appear to compromise his or her duties to the College. If a conflict of interest exists, the employee must disclose it through the procedures outlined in the Conflict of Interest policy. In addition, personal bias is distinguished from the legal term “implicit bias” which relates to unconscious application of stereotypes.

#### **B.4 Financial Whistleblower Policy**

Grinnell College has a responsibility for the stewardship of College resources and the private support that enables it to pursue its mission. The College is committed to compliance with the laws and regulations to which it is subject.

The College’s internal controls and operating procedures are intended to detect and to prevent or deter improper activities involving accounting practices, finances, internal controls or auditing. However, even the best systems of control cannot provide absolute safeguards against irregularities. Intentional and unintentional violations of laws, regulations, policies and procedures may occur. The College has a responsibility to investigate and report to appropriate parties allegations of suspected improper activities in relation to financial matters and to report the actions taken by the College.

The College shall address all reported concerns regarding College accounting practices, finances, internal controls or auditing. Relevant concerns may include but are not limited to accounting misrepresentations, accounting omissions, financial irregularity, fraud, theft, corruption, bribery, kickbacks and the misappropriation of college funds.

The policy is intended to address financial issues and is not intended to address employment grievances, personal disputes, opinions on policy, human resource issues, discrimination/harassment issues, or safety/environmental/health matters.

It is the responsibility of college community members to report violations or suspected violations in accordance with this Financial Whistleblower policy.

Individuals wishing to report violations or suspected violations may do so by completing and signing a Whistleblower Disclosure Statement available on the Grinnell College website or at the office of Human Resources. The office of Human Resources will oversee the receipt, retention and resolution of such reports. Completed and signed statements may be returned to the office of Human Resources in person or via mail. Whistleblower reports will be handled with discretion and confidentiality to the extent allowed by circumstances and the law. See Attachment I for a copy of the Financial Whistleblower Disclosure Statement.

Any person who is the subject of an investigation shall be notified of its existence and will be permitted to respond to the allegations unless such notification would interfere with the investigation, recovery of College assets or possible criminal prosecution.

When a report is received, the office of Human Resources will work with the Chair of the Audit & Assessment Committee of the Board of Trustees, management, and outside legal counsel as considered necessary to determine the appropriate actions to be taken based on an investigation into the merits of the report. The investigation team will document the investigation which will include a summary of findings and a recommendation for any action deemed appropriate. Any recommendation for discipline is to be made in consultation with the Director of Human Resources or the Dean of the College.

No individual who in good faith reports a violation or suspected violation shall suffer harassment, retaliation or adverse employment consequences. Retaliation against an employee who has reported a suspected violation in good faith will result in disciplinary action.

Knowingly making false allegations of violations or suspected violations with the intent to cause harm to another individual will result in disciplinary action.

All documentation will be maintained in the office of Human Resources.

The office of Human Resources shall on an annual basis (each February) prepare a summary of Financial Whistleblower Disclosure Statements received and the status of any related investigations for review by the Audit and Assessment Committee. As appropriate, the status of specific complaints may be reported on a more frequent basis.

This policy will be reviewed every two years or as deemed necessary by the Treasurer's Office given a specific event or change in the college's environment. Any proposed changes to this policy will be submitted to the Audit and Assessment Committee of the Board of Trustees for approval.

## **B.5 Non-Retaliation Policy**

Excellence, integrity, and innovation thrive in an environment where employees can freely exchange ideas and voice criticism. At the same time, supervisors have final responsibility for the performance of their area, and sometimes this means that the supervisor will make decisions with which employees disagree. Respectful relationships require that we anticipate tensions that may arise, and that we meet these tensions with clear expectations.

Therefore, an employee can expect that there will be no retaliation against anyone who voices criticism about policies or practices of a department or supervisor, if the employee does so in a respectful, professional manner. Further, a supervisor can expect that, following a critical exchange of ideas, the employee will respect the authority and responsibility of the supervisor.

Further, an employee can expect that there will be no retaliation for good faith reporting of suspected violations of public law or College policies by other employees; or for communicating concerns to Human Resources, College Ombuds (when established), or mediation services, or any reviewers or

consultants endorsed by the President's office; or for making approved use of College benefits programs, such as wellness or vacation time or personal leaves.

Retaliation includes, among other things:

- Reassignment of tasks for no material cause
- Violating confidentiality or privacy of the employee
- Exclusion from meetings or projects or access to information, to which the individual was previously included or given access,
- Rude or hostile communications or refusal of communications
- 

An employee who believes he or she has experienced retaliation by a supervisor or other employee is directed to the Problem-solving Procedures in this Handbook.

## **B.6 Problem Resolution Procedure**

Grinnell College is committed to providing the best possible working conditions for its employees. Therefore it encourages an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Grinnell College supervisors and management. This section describes a procedure that should help resolve many workplace problems. While Grinnell College prefers to adhere to the following procedures, these should not be construed as an implied contract; the College reserves the legal rights described in section A.1.

If an employee disagrees with an established rule of conduct, policy, or practice, he/she can express his/her concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with Grinnell College in a reasonable, civil, business-like manner, or for using the problem resolution procedure. Should an employee feel that he/she has experienced retaliation, he/she should address the concern immediately with the Director of Human Resources.

Certain personnel actions are excluded from this policy. Pay increases, wage/salary determinations, job classifications, hiring decisions, performance reviews and disciplinary actions, and terminations are examples of items not covered under this policy. These matters should be discussed with the employee's supervisor and/or the Office of Human Resources. Complaints of sexual or other types of harassment or discrimination are covered under the Grinnell College Sexual Harassment and Discrimination Policy.

If a situation arises where an employee believes that a decision affecting him/her is unjust or inequitable, they are encouraged to make use of the steps provided below. However, the Office of Human Resources may be contacted directly if, for the particular problem, it seems inappropriate to discuss the problem with the supervisor or department director. The employee may discontinue the procedure at any step. The Office of Human Resources or the Ombuds (when established) may be contacted at any time for additional information, guidance or assistance in interpreting any part of this procedure. In addition, the employee may choose to be accompanied by another college employee through this process.

The timelines identified below may be modified depending upon the circumstances at the time. Any modifications of the timelines must be approved by the Director of Human Resources. All materials

related to the problem resolution procedure will be kept in a file in the Office of Human Resources and separate from the employee's personnel file.

## **Informal Procedure**

### **Step 1 – Discussion with Immediate Supervisor or Department Director**

The employee presents the problem to the immediate supervisor after the problem arises and within five business days. The employee should seek resolution of the problem through discussions with his or her immediate supervisor. Supervisors have a responsibility to try to resolve differences with employees and to listen and respond in a positive manner to any problem(s) employees may have with regard to working conditions and decisions over which the supervisor has control.

*Timeline: The employee presents the problem to the supervisor within five business days of the problem's inception. The supervisor has three business days to arrange and meet with the employee. Time to completion: within 8 business days*

### **Step 2 – Discussion with the Department Director or Vice President**

If the employee is not satisfied with the resolution received from the immediate supervisor, the employee should discuss the issue with the department director or Vice President, whoever is suitable as the next-level supervisor.

*Timeline: The employee presents the problem to the next-level supervisor within three business days of the meeting with the supervisor. The next-level supervisor has three business days to arrange and meet with the employee. Time to completion: within 6 business days.*

## **Formal Procedure**

### **Step 3 – Formal Appeal to the Problem Resolution Panel**

If these discussions do not lead to a satisfactory resolution, the employee should submit a formal written statement of the problem, with all supporting documentation, to the Director of Human Resources within three business days. The Director of Human Resources will assemble the Problem Review Panel (PRP).

The Director of Human Resources will also forward a copy of the employee's written statement and supporting documentation to the supervisor and next-level supervisor along with a notice reminding them not to retaliate against the employee. The supervisor and the next-level supervisor have three days to prepare and submit a response to the Director of Human Resources.

The Problem Review Panel is chosen by the Director of Human Resources and consists of three individuals selected from a larger pool of employees already identified as having good judgment, the ability to be fair and impartial, the ability to protect confidentiality, and as having the respect of the campus community. In selecting individuals, the Director of Human Resources will screen the pool for the potential for personal bias and gather a group of three individuals who represent a cross-section of the staff employee population. This typically means that the panel will consist of a non-exempt staff employee, an exempt staff employee, and a supervisory staff employee.

*Timeline: The employee prepares a written statement and provides it to the Director of Human Resources within three business days of the meeting with the next-level supervisor. The Director of Human Resources forwards the written statement to the supervisor and the next-level supervisor who have three business days to prepare a written response. Meanwhile, the Director of Human Resources has three business days to assemble the Problem Review Panel and to provide them with the materials from the employee and the supervisor/next-level supervisor. Time to completion: within 6 business days.*

#### **Step 4 – Review by the Problem Review Panel**

The Problem Review Panel convenes to review the written statement and supporting documentation. The panel will meet with the employee and supervisor. After reviewing all documents and notes, the Problem Review Panel will issue a written decision to the employee and provide a copy to the supervisor. It is anticipated that most cases will be resolved after the Problem Review Panel has issued their decision.

*Timeline: From inception of the panel, the panel has five business days to complete its work and issue a written decision. Time to completion: within 5 business days.*

Only in exceptional cases may the employee or the supervisor appeal the decision of the Problem Review Panel to the President (or designee). The appeal may only be made on the basis of 1) new information not available at the time of the decision; or 2) a procedural error that had a material impact on the fairness of the hearing. The employee or supervisor should notify the Director of Human Resources within three business days of receiving the Problem Review Panel's decision that he or she wishes to appeal. The decision of the President shall be final.

#### **B.7 Access to Personnel Files**

Grinnell College maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Medical information related to workers' compensation benefits and general benefit information is kept separate from the personnel file and is located with the Office of the Treasurer. Paperwork related to the Family Medical Leave Act and other medical information is also kept separate from the personnel file and is located in the Office of Human Resources.

Personnel files are the property of Grinnell College, and access to the information they contain is restricted. Generally, only supervisors and management personnel of Grinnell College who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Office of Human Resources.

#### **B.8 Safety and Security**

To assist in providing a safe work environment for employees, students, and visitors, Grinnell College has

established a workplace safety program. This program is a top priority for Grinnell College. The Office of Campus Safety and Security has the responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Office of the Treasurer or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

## **B.9 Sexual and Other Unlawful Harassment**

Grinnell College is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. The College will not tolerate actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic. Grinnell College provides ongoing sexual harassment training in an effort to promote an environment free of sexual and other unlawful harassment.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- \* Unwanted sexual advances.
- \* Offering employment benefits in exchange for sexual favors.
- \* Making or threatening reprisals after a negative response to sexual advances.
- \* Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- \* Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- \* Verbal sexual advances or propositions.
- \* Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- \* Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the

conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the Office of Human Resources or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Office of Human Resources or any member of management so the situation can be investigated in a timely and confidential manner.

## **B.10 Smoke-free Campus and Tobacco-free Work Environment**

The Grinnell College campus is a smoke-free space, pursuant to the Iowa Smoke-free Air Act of 2008. Smoking is banned in all campus areas, including in or around all buildings and outdoor spaces. Buildings, parking lots, vehicles owned by Grinnell College, athletic fields, and college-owned sidewalks are included in the ban. City-owned sidewalks that line the streets of Park, East, Broad, 6<sup>th</sup>, 8<sup>th</sup> and 10<sup>th</sup> Avenues are *not* included in the ban. These sidewalks, to include the grassy area between the sidewalk and the city street, are considered “public right-of-ways”. All other sidewalks and spaces are considered College property and smoke-free.

Other smokeless tobacco products, such as chewing tobacco, are prohibited in the work environment.

Employees wishing to discontinue using tobacco products are encouraged to speak with the Grinnell College Wellness Coordinator. He/she can refer the individual to smoking cessation programs within the community or other state funded programs. It is likely, although not guaranteed, that a subsidized amount of funding for such programs is available to employees through the Grinnell College Wellness program.

## **B.11 Drug and Alcohol Use**

It is the desire of the College to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on Grinnell College premises or while conducting business-related activities off Grinnell College premises, no employee may use, possess, distribute, sell, transfer or be under the influence of alcohol, except at college functions where alcohol is served. In instances where it is customary to serve or consume alcohol, it is never acceptable to act inappropriate or disobey the law.

No employee may use, possess, distribute, sell, transfer or be under the influence of illegal drugs while on Grinnell College premises or while conducting business-related activities off Grinnell College premises. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and safely, in a way that does not endanger themselves or other individuals in the workplace.

Violations of this policy may lead to required participation in a substance abuse rehabilitation or treatment program and/or disciplinary action, up to and including immediate termination of employment. Such violations may also have legal consequences.

Employees who have questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify Grinnell College of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Employees who have questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with the Office of Human Resources.

## **B.12 Emergency Closings**

Occasionally, emergencies such as severe winter weather, fires, power failures, or tornadoes, will disrupt college operations. When this happens the college will respond in a way appropriate to the situation and may require closing parts of the college or distributing staff and services in an alternative way.

Staff should be alert to regular communication methods through the campus home page, email, voice mail and cell phones. Where these methods are not effective, phone trees or other departmental methods of reaching personnel should be used. In extreme emergency situations, an announcement will be broadcast through Central and Eastern Iowa outlets (see the list at the end of this policy). When in doubt, employees should seek guidance from their supervisor.

Grinnell College is a residential campus and it is not possible to cease all services. There may be times, however, where limited services are most appropriate. For purposes of this policy, four possible scenarios have been identified.

### **1) Classes Still in Session, Open Administrative Offices**

Unless directed otherwise, staff should report to work. Supervisors and employees are encouraged to be as flexible as possible in adhering to the normal office schedule while considering the safety of employees. Those who leave will be required to use accumulated vacation or personal time to cover their absence or make arrangements with their supervisor to make up the time during the same work week.

## 2) Classes Still in Session, Closed Administrative Offices

Grinnell College is a residential campus and because of this, students will not be traveling to school to attend classes. However, if a faculty member is not able to commute to campus due to the weather, he/she may cancel his/her respective class, arrange for a colleague to cover the class, or make an alternative assignment.

The college relies upon a workforce that lives in Grinnell and surrounding areas. Weather conditions may create difficult driving conditions for those who commute to work. In severe weather, the college may choose to close administrative offices. Should this happen, employees will be paid in the following way. Employees whose work schedule begins during the closing will not be required to work and will be paid for their scheduled hours. Employees who are at work will be released and paid for their regularly scheduled hours. Employees on approved vacation, personal or sick leave will be charged for vacation, personal or sick leave.

### Essential Staff

Essential services must be maintained in order to provide for the safety and welfare of the college's resident student population. Essential staff *typically* includes most employees who work in Dining Services, Facilities Management, and Campus Safety & Security. Other departments, such as the Library, may also provide essential services if the students are on campus. Departments who provide essential services should determine the positions and personnel who are designated as "essential", identify the conditions under which they will be considered essential (i.e. students on campus or not) and provide written notice annually to the affected staff in the Fall, well before winter weather conditions require it. Personnel should seek guidance from their supervisor and follow departmental procedures.

Under conditions of "Essential Staff only," essential non-exempt staff who are required to work will be paid two times their regular hourly wage. It is important for essential staff to plan properly so they can be at work when needed. Supervisors and employees are expected to communicate with each other about the weather and plans for covering shifts when severe weather is anticipated. Should an essential staff employee not be able to work due to circumstances beyond his/her control, he/she will be paid like other employees. Lack of adequate planning does not constitute a circumstance beyond one's control, however, a surprise storm and the inability to come to work may.

## 3) Campus Closed

Only under extreme circumstances would the college campus close. A campus closing would require activation of the Campus Emergency Response Plan. All communication to the campus would occur through that mechanism.

Essential staff may be required to work. Refer to the Essential Staff section under “Classes Still in Session, Closed Administrative Offices”.

### 1) **Partial or Complete Evacuation of Campus**

There may be occasions where an evacuation of the campus is necessary. Each situation will be assessed as to the extent of the evacuation and whether a partial or complete evacuation is necessary. During partial evacuations, accommodations should be attempted for staff to perform their work elsewhere on the campus. If this is not possible, the supervisor should seek guidance from the Office of Human Resources.

Essential staff may be required to work. Refer to the Essential Staff section under “Classes Still in Session, Closed Administrative Offices”.

### **Telecommuting**

Telecommuting may be allowed, with proper prior approval, as an alternative to driving in severe winter weather. The Severe Winter Weather Telecommuting Policy outlines the terms and conditions under which telecommuting will be allowed. Employees must complete an application form and receive approval from their department director, Senior Staff member and the Office of Human Resources before telecommuting commences. The purpose of HR involvement is to ensure that severe winter weather telecommuting is being applied consistently across campus.

Telecommuting is a way of removing barriers for people to complete their work during severe winter weather. For this reason, employees approved for telecommuting are expected to perform work at home when administrative offices close due to severe weather. Individuals will not receive additional compensation in these cases. Telecommuters should pay attention to winter weather conditions and take portable work home if severe weather is anticipated.

If an employee is designated as essential staff, he or she will not be allowed to telecommute.

### **Note**

For news information, please reference the following news media:

### **Iowa Road Conditions**

Updated every 5 minutes with data provided by Iowa State Patrol Officers:

<http://www.511ia.org/>

### **KCCI School Closings and Delays**

KCCI Television broadcasts (through an email list serve) school closings in the event of weather related or emergency situations. Visit <http://www.kcci.com/closings/index.html> to sign up for school-related announcements.

Below are the Central and Eastern Iowa outlets that are notified for weather-related announcements.

**KGRN, Grinnell; Grinnell Herald-Register; KCOB, Newton; WHO TV 13, Des Moines** (WHO has partnered with several other stations, so posting to the 13 site also posts to: WHO Radio 1040, KISS 107.5, The Bus 100.3, Capitol 106.3, KXNO 1460, KDSM Fox 17, dmregister.com, KRNT 1350, STAR 102.5, KIOA 93.3, Lazer 103.3, Lite 104.1); **KCCI TV 8, Des Moines; KWWL TV, Waterloo; WMT 600, Cedar Rapids; WOI TV 5, Ames; KCRG TV, Cedar Rapids**

### **B.13 Severe Winter Weather Telecommuting Policy**

On occasion, severe winter weather may cause driving difficulties. In cases of severe weather, the College offers flexibility for employees to work from home if certain conditions are met and prior arrangements and approvals have been made.

Telecommuting is not suitable for all positions at the College. The work must be *portable*. Portable work is defined as official duties that may be done in more than one location without diminishing the quality or quantity of work completed. Characteristics of portable work may include, but are not limited to:

- Limited face-to-face communication requirements;
- Limited need for in-office reference materials or specialized equipment;
- Computer hardware and connectivity that is available and reliable; and
- Communications that can be handled by use of voice, fax, voicemail, or email.

Telecommuting is a privilege and not an entitlement. It is an alternative work arrangement that must be requested and approved by the department director and the Office of Human Resources in the Fall, prior to the Winter weather season. The telecommuting arrangement may be modified or terminated by the department director at any time when in his/her judgment, it adversely affects other employees, service to others or departmental operations; or if there are employee performance issues.

Telecommuting is not a substitute for dependent care (child or elder care). If schools close during severe winter weather and dependent care is necessary, the employee must speak with his/her supervisor to request a vacation day.

During times when the College closes administrative offices due to severe weather, those on approved telecommuting agreements are expected to work from home and will not be paid additional compensation for doing so. In addition, staff who have been designated as essential for purposes of emergency planning are not eligible to telecommute during severe winter weather.

#### **Telecommuting is appropriate when (all conditions must be met):**

- Winter weather is severe.
- The position the employee holds is portable and suitable for telecommuting work. This determination has been made by referring to the position's current essential functions listed on the job description.

- Prior arrangements and approval of the supervisor and the Office of Human Resources has been made.
- The employee has a good work record (i.e. produces an acceptable quantity and quality of work, maintains a good work ethic and attitude, communicates well with co-workers and has proven ability to work independently.)
- The employee has a home computer and reliable connection to email. The employee must be able to respond to messages in a timely manner.
- The employee has, or can set up, any necessary software (e.g., a word processor compatible with MS Word) they need to do their work at home. No cost will be incurred by the College in doing so and technical assistance is minimal.
- The employee can perform a reasonable amount of work from home, similar to what they would accomplish in the office.
- The employee will not be distracted or attending to other matters.
- The employee can produce evidence of work performed.
- There is no adverse effect to co-workers, service to others and departmental operations by the telecommuting arrangement.

**Telecommuting is not appropriate when (any one condition can disqualify):**

- The weather is not severe.
- The position the employee holds is not suitable for telecommuting work.
- Prior arrangements and approval of the supervisor and the Office of Human Resources have not been made.
- The employee does not have a good work record.
- The employee's home is not equipped with a computer and he/she cannot read or respond to email.
- The employee cannot perform a reasonable amount of work from home, similar to what they would accomplish in the office.
- Distractions exist that would impede the employee's ability to perform work.
- Work product cannot be measured for outcomes.
- Other employees will need to pick up the work of the telecommuter in his/her absence.
- Service to others and/or departmental operations are adversely affected.
- Specialized programs are needed on the individual's home computer that require a cost, technical assistance, and/or updating.

## **B.14 Workplace Monitoring/Security Inspections**

Workplace monitoring and/or security inspections may be conducted by Grinnell College to ensure quality control, employee safety, security, and customer satisfaction. Grinnell College wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, Grinnell College prohibits the possession, transfer, sale, or use of such materials on its premises. Grinnell College requires the cooperation of all employees in administering this policy.

Computers, desks, and other storage devices may be provided for the convenience of employees, but remain the sole property of Grinnell College. Accordingly, these storage devices as well as any articles or information found within them, can be inspected by any agent or representative of Grinnell College at any time, either with or without prior notice. Because Grinnell College is sensitive to the legitimate privacy

rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

## **B.15 Workplace Violence Prevention**

Grinnell College is committed to preventing workplace violence and to maintaining a safe work environment. Grinnell College has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Grinnell College without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment based on an individual's sex, race, age, sexual orientation or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor and Campus Safety and Security. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor or by calling campus safety and security at extension 4600. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work station, do not try to intercede or see what is happening.

Grinnell College will promptly and thoroughly investigate all reports of threats of (or actual) violence. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, Grinnell College may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

## **B.16 Personal Use of Phone and Mail Systems**

Employees will be required to reimburse Grinnell College for any charges resulting from their personal use of the telephone. Employees are encouraged to limit the use of college systems for this purpose or use their own personal devices such as a cell phone.

The use of Grinnell College paid postage for personal correspondence is not permitted.

## **B.17 Computer and E-mail Usage**

Computers, computer files, the e-mail system, and software furnished to employees are Grinnell College property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored.

Grinnell College strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, Grinnell College prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. Grinnell College prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate supervisor, Information Technology Services or any member of management upon learning of violations of this policy.

The Academic Computer Use policy distributed by Information Technology Services is the complete policy for computer resources on campus.

## **B.18 Internet Usage**

Internet access to global electronic information resources on the World Wide Web is provided by Grinnell College to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of Grinnell College and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of Grinnell College. As such, Grinnell College reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through online connections and stored in computer systems.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not received authorization for its use, it should not be placed on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

In addition to disciplinary action, abuse of internet access provided by Grinnell College may result in personal liabilities. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and may result in disciplinary action:

- \* Sending or posting discriminatory, harassing, or threatening messages or images
- \* Violating copyright law
- \* Failing to observe licensing agreements
- \* Sending or posting messages or material that could damage the institution's image or reputation
- \* Participating in the viewing or exchange of pornography or obscene materials
- \* Sending or posting messages that defame or slander other individuals
- \* Jeopardizing the security of the organization's electronic communications systems
- \* Engaging in any other illegal activities

The Academic Computer Use policy distributed by Information Technology Services is the complete policy for computer resources on campus.

## **B.19 Solicitation and Distribution**

In an effort to ensure a productive and harmonious work environment, solicitation and distribution practices on College property will be limited. Approved programs include the annual fund drives for the Pioneer Fund and United Way. When these drives are active, solicitation and distribution will be discreet and limited. Supervisors will not solicit employees whom report to them nor will they be informed of contributions made.

On occasion, a campus office may approve solicitors to come to campus to make their products or services available to students. These activities should have the approval of the appropriate divisional vice president.

Grinnell College recognizes that employees may have interests in events and organizations outside the workplace such as school fundraisers, Girl Scout cookies, Boy Scout popcorn, and similar activities. The College expects that employees will be discreet and limited in these solicitation efforts. Distribution of political materials and solicitation of employees to join or vote for a particular political party or candidate is not allowed. Use of campus communication systems, (email, regular mail, campus directory, bulletin boards) for personal solicitation and distribution purposes is not appropriate.

## **B.20 Personal Appearance**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Grinnell College presents to customers and visitors.

During business hours or when representing Grinnell College, you are expected to present a clean, neat, and professional appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance.

## **B.21 Recycling**

Grinnell College supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This support includes a commitment to purchase, use, and dispose of products and materials in a manner that will best utilize natural resources and minimize negative impact on the earth's environment.

Special recycling receptacles have been set up to promote the separation and collection of recyclable materials at Grinnell College.

By recycling, Grinnell College is helping to solve trash disposal and control problems facing all of us today. Please contact Facilities Management with any recycling questions.

## **B.22 Employee Commute Options**

If at all possible, walking or bicycling to work are the healthiest commute options. These options also have the greatest impact on reducing parking problems. Bicycle storage racks are provided to give employees a secure and convenient place to store their bicycles.

## **SECTION C: PAY PROCEDURES**

### **C.1 Compensation Policy**

Grinnell College is committed to academic excellence and values employee service in pursuit of that objective. As part of this commitment, excellent service is rewarded through many forms of employee recognition including compensation. An overarching principle of the College's compensation philosophy is that pay and benefits must ultimately fit under the umbrella of its budget parameters as recommended by the President and approved by the Board of Trustees. Within these parameters, individual compensation is based on a number of factors including:

- 1) Recommendations by direct supervisor (merit pay).
- 2) Current compensation as compared to similar positions across campus (internal equity).
- 3) Level of compensation as compared to similar positions in the job market (external equity).

Grinnell's compensation program has the following goals:

- 1) To provide compensation that is externally competitive and internally equitable.
- 2) To encourage staff to maximize their job performance.
- 3) To promote employee retention.

The College will use reasonable resources to assess the median/mean value of jobs that are readily available for comparison purposes in the job market. The data generally come from surveys of colleges and universities (Colleges and Universities Professional Association – Human Resources) and other businesses throughout the state, Midwest or nation depending on the job being evaluated. The data determine the pay grade in which the job is placed. Each pay grade has minimum, midpoint and maximum rates of pay and is adjusted as determined by market research when necessary. Individual rates of pay vary within the pay grade. Readily accessible data do not exist for all jobs. Jobs that do not have a close match in the appropriate market are compared to College jobs on an internal basis and placed in the pay grade of the job that it most closely matches based on education, experience, responsibilities, skills and other requirements of the job.

Job descriptions will be reviewed annually by the supervisor and employee through the performance evaluation process. Jobs that change significantly will be reviewed by the Offices of Human Resources and Compensation and Benefits to determine if the specific job under review should be matched to a different job and/or placed in a different pay grade.

When an employee transfers from one job to another, the employee's pay may be affected depending on the pay grade of the new position and the current pay of the employee. If an employee moves to a position in a higher pay grade, the employee's pay will usually increase and if an employee moves to a position in a lower pay grade, the employee's pay will usually decrease. If an employee is involuntarily moved to a different position in a lower pay grade the employee will not suffer a pay reduction.

## **C.2 Pay Procedures**

Employees will have pay directly deposited into their bank accounts if they provide advance written authorization to Grinnell College. Employees will receive an itemized statement of wages when Grinnell College makes direct deposits. Employees have the option to take their paycheck completely paperless by signing up for IPAY. Please contact the Payroll Department for further information on IPAY.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation.

### **Non-exempt (Paid an hourly wage):**

Nonexempt employees are paid every other Friday for the two-week period ending the previous Saturday. Nonexempt staff are required by the Fair Labor Standards Act to complete accurate electronic timesheets. You are not permitted to work "off the clock." Just as you are not permitted to work "off the clock", no one affiliated with Grinnell College is authorized to ask you to do so. All time worked must be documented on the electronic timesheet or recorded via a time clock.

You must complete an electronic timesheet, have it approved by your supervisor, and submit it to payroll by noon on the Monday following the end of the pay period. All paid and unpaid time off must be documented on the electronic timesheet. If your timesheet is not completed on the date due, you will be paid at the next regularly scheduled pay cycle.

### **Exempt (Paid a salary):**

Exempt employees are paid on a monthly basis and will receive their pay in 12 equal monthly installments. Paychecks are issued on the 20th day of the month, for the pay period beginning the first of the month through the end of the month.

Electronic timesheets should be completed by the employee and must be approved by your supervisor. All paid and unpaid time off must be documented on the electronic timesheet.

In the event that the 20<sup>th</sup> falls on either a Saturday or a Sunday, paychecks will be issued on the 19<sup>th</sup> or the 21<sup>st</sup> respectively.

## **C.3 Pay Deductions**

The law requires that the College make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. The College also must deduct Social Security and Medicare taxes on each employee's earnings up to a specified limit established by the U.S. government. The College matches the amount of Social Security and Medicare taxes paid by each employee.

Grinnell College offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation in these

programs.

If you have questions concerning why deductions were made from your pay check or how they were calculated, the Payroll Department can assist in answering your questions.

## **C.4 Overtime**

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. All overtime work must receive the supervisor's prior authorization.

Overtime compensation is paid to all nonexempt (hourly) employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off for vacation, wellness, sick leave, or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations.

## **C.5 Compensation of Travel Time for Hourly Staff**

The College encourages participation in professional training and associations. On occasion, non-exempt (hourly) staff may be required to travel to another city for business related purposes. Business travel may include travel to seminars, professional meetings, training sessions, and conferences that provides job related training.

Travel time in route to another city for a one-day seminar, training session or meeting where no overnight stay is required will result in compensation for travel time and time spent participating in the event. Meal periods will not be compensated for or considered as time worked.

Travel involving an overnight stay away from home will be handled in the following way. The College will compensate 8 hours for each day of an event during the normal work week, excluding days of travel. During travel days, the College will compensate for actual travel time and time spent participating at the event. For example, if a non-exempt employee travels on a Saturday for an event that is held on Monday and Tuesday, the individual would be paid for actual travel time on Saturday (up to 8 hours), no pay on Sunday, 8 hours on Monday, and actual travel time and time spent participating in the event on Tuesday. The employee will not be guaranteed 8 hours of pay for Tuesday, which is a travel day. Meal periods and time spent for entertainment are not considered actual time worked and will not be compensated for.

## **C.6 Business Travel Expenses**

Grinnell College will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Department Manager.

The Grinnell College Travel Reimbursement Policy is the complete policy for business travel expenses and is located on the Accounting Office webpage at: <http://www.grinnell.edu/offices/accounting/accountspayable>.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor and Campus Safety and Security. Vehicles owned, leased, or rented by Grinnell College may not be used for personal use without prior approval from the Assistant Treasurer.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

Grinnell College  
Staff Handbook

Section 2

Leave Programs, Benefits and Insurance

## **SECTION A: LEAVE PROGRAMS**

### **A.1 Family and Medical Leave**

Grinnell College provides family and medical leaves of absence without pay to eligible employees who are temporarily unable to work due to a serious health condition or disability or who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; and temporary disabilities associated with pregnancy, childbirth, and related medical conditions.

Regular full-time and part-time employees who work 1,000 hours in the preceding 52 weeks and who have completed one year of service are eligible to request family and medical leave as described in this policy.

Eligible employees should make requests for family or medical leave to their supervisors and the Office of Human Resources at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for family or medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to Grinnell College. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

Eligible employees are normally granted leave for the period of the disability, up to a maximum of 12 weeks within any 12 month period. Any combination of medical leave and family leave may not exceed this maximum limit. If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension. Employees will be required to first use any accrued sick leave time before taking unpaid medical leave.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities. This leave will run concurrently with family medical leave.

Insurance benefits will continue at the regular monthly rate. If the leave is unpaid, benefit accruals for non-exempt employees, such as vacation and sick leave, will be suspended during the leave and will resume upon return to active employment. Any holiday that occurs during an approved leave will not extend that leave.

So that an employee's return to work can be properly scheduled, an employee on family or medical leave is requested to provide Grinnell College with at least two weeks advance notice of the date the employee

intends to return to work. When a family or medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

A complete description of the Family and Medical Leave Policy, procedures and eligibility requirements is in the Appendix.

## **A.2 Parental Leave**

Grinnell College recognizes the need for parents to have time away from work following the birth or adoption of a child. Accordingly, a paid parenting leave of six weeks will be granted to employees who have completed one year of service and have worked at least 1,000 hours in the year preceding the leave request.

If the staff member works less than 12 months annually, he/she is not eligible for paid leave if the birth, adoption or foster care placement of a child occurs after the end of their appointment in the spring, or more than six weeks prior to their appointment in the fall.

If both parents work for the College and are eligible for leave, each is entitled to six weeks of paid leave (or equivalent if the spouse/partner is a faculty member). This benefit is not transferrable to the other parent. In addition, the couple may only take a combined total of twelve weeks of leave under the Family Medical Leave Act.

An employee is expected to provide the College with 30 days notice of his/her plan to take a paid parental leave by completing a Family/Medical Leave Request form and submitting it to the Office of Human Resources. This form should include a proposed schedule for how the leave will be taken along with a note from the supervisor approving the schedule. All parental leave will count toward the twelve weeks of leave that may be taken under the Family Medical Leave Act.

If a non-exempt employee is ineligible for paid leave or otherwise goes without pay, benefit accruals such as vacation and sick leave will be suspended during the leave and will resume upon the employee's return to active employment.

## **A.3 Personal Leave**

Grinnell College provides leaves of absence without pay for certain unusual circumstances. Employees should discuss such a leave with their supervisor before making a formal application with the Office of Human Resources.

Requests for personal leave will be evaluated based on a number of factors, including anticipated work load requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions, and limitations of the applicable plans, health and dental insurance benefits will be provided by Grinnell College until the end of the first month of approved personal leave.

At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from personal leave, benefits will again be provided by Grinnell College according to the applicable plans.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When a personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, Grinnell College cannot guarantee reinstatement in all cases.

## **A.4 Military Leave**

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, employees may use any available vacation time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. You must make arrangements with the Office of the Treasurer to pay premiums for your coverage in which you are already enrolled.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

## **A.5 Bereavement Leave**

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Up to 5 days of paid bereavement leave is available to benefits eligible employees for the death of an

immediate family member. Grinnell College defines "immediate family" as the employee's spouse or domestic partner, parent, parent-in-law or parents of domestic partner, child(ren), and "step" (parents and children).

Up to 3 days of paid bereavement leave is available to benefits eligible employees in the event of the death of grandparents, grandchildren, siblings, step (brothers and sisters), and in-laws (brothers and sisters).

You may arrange with your supervisor to take two hours of paid time off to attend funeral services of other relatives and close friends. Bereavement pay is calculated based on the base pay rate at the time of absence.

Bereavement leave will normally be granted unless there are unusual institutional needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

## **A.6 Time Off to Vote**

Grinnell College encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule.

However, you should be aware of Iowa's voting law: If you are eligible to vote and you do not have three consecutive hours during the time the polls are open in which to vote, you are entitled to time off from work to vote. The employer is required to give time off only for the portion of time that is necessary to give the employee a full three consecutive hours of non-working time during the poll's open hours. If you cannot vote prior to work or after work because of your work schedule, you are to discuss this with your supervisor. Your supervisor will then designate the period of time that you may be away from work to vote. This time will be designated as paid time off, and there will be no deduction from your pay.

## **A.7 Jury Duty**

Grinnell College encourages employees to fulfill their civic responsibilities by serving jury duty when required.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. You are required to give the earnings you receive from the court to the Accounting Office. You may keep all funds paid to you by the court for mileage.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. When called to serve, employee must communicate promptly with their supervisor about the jury duty schedule. Of course, employees are expected to report for work whenever the court schedule permits.

Either Grinnell College or the employee may request to be excused from jury duty if, in Grinnell College's judgment, the employee's absence would create serious operational difficulties.

## **A.8 Blood Donation Leave**

You may request release time for purposes of donating blood during any official College blood drive. The amount of release time must not exceed the total amount of time required to give blood and should include your morning or afternoon rest period.

## **SECTION B: GENERAL BENEFITS**

### **B.1 Holidays**

Grinnell College does its best to permit all regular full-time and part-time employees to receive each of the College's recognized holidays as a day off with pay. However, some offices may need to remain open due to the nature of their services (i.e. security, dining services). Temporary employees are ineligible for holiday benefits.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday.

The following are the college's nine official paid holidays:

New Year's Day (January 1)

Martin Luther King, Jr. Day (third Monday in January)

Memorial Day (last Monday in May)

Independence Day (July 4) \*

Labor Day (first Monday in September)

Thanksgiving (fourth Thursday in November)

Day after Thanksgiving

Christmas Eve (December 24)

Christmas (December 25)

**Winter Break:** The number of days and dates for winter break are determined by the executive administration. While the College is closed during this time, it may be necessary for services to be provided for certain offices on campus. Supervisors are responsible for rotating the staff who work during this time. Staff who work during winter break are not allowed to receive compensatory time

off in lieu of holiday pay. As with any benefit, winter break is not guaranteed and is subject to change.

\*If you are not scheduled to work your regular work schedule during the work week in which this holiday occurs, you are not eligible for this holiday benefit.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

To qualify for holiday pay, you must work the work day prior to and the work day following the holiday unless absence is due to a previously approved vacation, family or medical leave. Generally, employees on unpaid personal leave will not qualify for holiday pay or winter break pay.

Staff positions that are less than 12 months are budgeted for the appointment period only and therefore there are no funds available for paid holidays outside of the appointment period.

Grinnell College will grant paid holiday time off to all eligible employees. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the average number of hours the employee would otherwise have worked on that day.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

## **B.2 Veteran's Day**

A provision in the Iowa Code requires employers to provide veteran employees time off for Veterans Day. Employees must document their veteran status by providing a copy of their federal certification of release or discharge from active duty, or such similar federal document. Eligible employees are required to provide written notice to their supervisor in a timely manner. The day off is unpaid unless the employee uses vacation or personal leave.

## **B.3 Vacation Benefits**

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular full-time and part-time employees are eligible to earn and use vacation time as described in this policy. Temporary employees are not eligible for vacation benefits.

All vacation time will need to be approved in advance by the supervisor. Whenever possible, the College will grant earned vacation time at the convenience of the employee. However, requests will be reviewed based on a number of factors including departmental needs and staffing requirements.

Employees are required to record vacation time used in ADP E-time.

In order to allow coordination of paid vacations with Family Medical Leave (FMLA), all employees seeking to take a vacation will be required to provide enough information to their supervisor about the purpose of the vacation to allow a determination of whether the vacation will also qualify for FMLA. If the paid vacation also qualifies for FMLA, the leaves will run concurrently.

If an employee becomes ill during a vacation, that time cannot be converted to sick leave.

Staff working fewer than 12 months must use their vacation during their paid employment period. Staff positions are budgeted for the appointment period only and therefore there are no funds available for paid vacations outside of the appointment period; however non-exempt Dining Services staff are encouraged to use vacation time during college breaks and the College recognizes this as an acceptable practice.

Employees terminating employment for any reason will be paid their remaining accrued vacation earned through their last day worked. Employees cannot use vacation to extend employment beyond their last day worked.

**Exempt Staff Accumulation Rate:**

Please review the following table which is based on full-time or a 5 day work week.

# of Months	Accumulation Rate	Total Earned Days (Rounded to the closest day)
12	1.67 days/month	20
11	1.67 days/month	18
10	1.67 days/month	17
9	1.67 days/month	15

- Accrual is prorated based on full-time equivalent.
- Vacation time is credited annually on July 1. Employees beginning employment after July 1, will receive a prorated portion of vacation time.
- Vacation credited on July 1 must be taken within 18 months or it will be forfeited.
- If you begin employment mid-month, your vacation will be pro-rated.

**Non-exempt Staff Accumulation Rate: (Effective July 1, 2011)**

Please review the following table which is based on full-time or a 5 day work week.

# of Years of Service	Accumulation Rate (per hour worked)	Total Possible Earned Days per year (Rounded to the closest day)
1 - 5	.0385 per hour	10
6 - 10	.0578 per hour	15
11+	.0770 per hour	20

- Accrual is pro-rated based on regular hours worked, excluding overtime hours.
- You must complete your introductory period before you become eligible to use your accrued vacation time.
- Paid vacation time can be used in minimum increments of one hour.
- Vacation time off is paid at the employee's base pay rate at the time of vacation.
- An employee may accrue a maximum of 1.5 times their annual accrual rate.

**B.4 Sick Pay Benefits**

Grinnell College provides paid sick leave benefits to all regular full-time and part-time employees for periods of temporary absence due to illnesses or injuries. Temporary employees are not eligible for sick pay benefits.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a statement must be provided by his/her medical provider verifying the illness and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

Sick pay benefits will be calculated based on the employee's base pay rate at the time of absence. As an additional condition of eligibility for sick pay, an employee who is on an extended absence due to a workers compensation injury will be allowed to use sick time to supplement any payments that an employee is eligible to receive from workers' compensation insurance. The combination of any workers compensation and sick pay benefits cannot exceed the employee's normal weekly earnings.

In order to allow coordination of sick pay benefits with Family Medical Leave (FMLA), all employees seeking to take sick pay will be required to provide enough information to their supervisor about the absence to allow a determination of whether the sick leave will also qualify for FMLA. If the paid sick leave also qualifies for FMLA, the leaves will run concurrently.

**Exempt Staff Accumulation Rate:**

Eligible employees will receive their regular salary for absences that are infrequent and short in duration due to illness or injury that prevents them from being at work. Time away from work should be recorded on a monthly basis via ADP E-time.

**Non-exempt Staff Accumulation Rate:**

Eligible employees will accrue sick pay benefits at the rate of .0462 hours of sick leave for each regular hour worked. However, you do not earn or accrue sick pay benefits when working overtime.

Paid sick leave can be used in minimum increments of one-half hour initially, then 15 minute increments. An eligible employee may use sick leave benefits for an absence due to his or her own illness or injury, or when that of a spouse, domestic partner, child, parent, or parent-in-law of the employee is so ill that the presence of an adult is required and is absolutely necessary.

Unused sick pay benefits will be allowed to accumulate until the employee has accrued a total of 1,040 hours worth of sick pay benefits. If the employee's benefits reach this maximum, further accrual of sick pay benefits will be suspended until the employee has reduced the balance below the limit.

Sick pay benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick pay benefits will not be paid to employees while they are employed or upon termination of employment.

**B.5 Personal Time Off for Non-exempt Staff**

Non-exempt staff are eligible to convert accumulated sick leave after one year of service if they have the required minimum amount of sick leave on the conversion date. The first conversion will automatically occur on your anniversary date, however all conversions after that will take place once a year on July 1.

Full-time employees must have accumulated at least 48 hours of unused sick leave and part-time employees must have accumulated their proportional amount of the 48 hours of unused sick leave as of July 1 or their first anniversary date in order to convert up to 24 hours to personal time off.

If at any point your sick leave bank is used up and the personal time allotment has unused hours, the

personal time will be transferred back into paid sick leave credits.

If you have not used all your personal time by June 30, only the amount of sick leave necessary to bring your personal time total back up to 24 hours or for part-time employees, the proportional amount, will be transferred from accumulated sick leave.

Personal time off can be used in minimum increments of one-half hour initially, then 15 minute increments.

Personal time off should not be used as vacation.

## **B.6 Relocation Benefits**

When Grinnell College asks employees to relocate to a new area, certain relocation benefits may be provided to facilitate the transition. Relocation may be available to any eligible newly hired employee who must relocate in order to reside within 50 miles of the new place of work. Generally only full-time exempt employees are eligible for relocation benefits.

For specific information regarding the terms and extent of relocation benefits, please contact the Office of Human Resources.

Employees must request relocation assistance for specific items in advance of the date the expenses are incurred. Grinnell College will reimburse expenses only if the employee has received advance approval, incurs reasonable expenses, and submits satisfactory proof of the expense within 30 calendar days of the date the expense was incurred.

Grinnell College extends these relocation benefits in an effort to contribute to the success of every employee relocation. However, if an employee separates from Grinnell College's service within one year of the relocation, the employee will be asked to reimburse up to 50 percent of the original relocation expense.

## **B.7 On-Campus Events**

You, your dependent child(ren) and your spouse/domestic partner are eligible to attend any College activity during non-working hours if your attendance does not deprive a student of attending the activity. You may attend the following events during working hours:

- **Commencement:** This benefit permits you to be absent from work to attend the ceremony and the all-campus lunch following the ceremony.
- **Convocations:** This benefit permits you to attend the weekly Scholars' Convocations during the academic year. To assure that all responsibilities of your department can be met, supervisors are encouraged to rotate staff attendance at convocations.

## **B.8 Book Store Discount**

All employees of the College and their spouse/domestic partner and dependent child(ren) are eligible to receive a 10% discount on most items at the College Book Store.

## **B.9 Use of Facilities**

College employees and their family members are eligible to use College facilities and should obtain an official College identification card. These photo ID cards are available at the Office of Dining Services.

Public areas of the Bear Recreation and Athletic Center are available to College ID holders whenever they are not closed or reserved for classes and/or athletic events. Children under 12 years old must be accompanied by an adult. Children 12 years and older must have a College ID. Rules and hours of operation are posted in the Bear Recreation and Athletic Center. You and your spouse/domestic partner may check out books and use other available services at the College's libraries using your College ID card. Special rules apply for dependent children.

You may reserve areas for events by contacting the Office of Conference Operations and Events. Applicable fees will apply.

## **B.10 Live Well Grinnell**

Live Well Grinnell provides resources, support, and encouragement to all members of our community (students, staff, and faculty) as they seek their vision of optimal wellness in all dimensions.

Regular and term employees are eligible to participate in the following components of the program:

- Biannual blood screening and lifestyle questionnaire assessments.
- Informational programs related to various wellness topics.
- Participation programs, such as yoga or smoking cessation.
- Participation in wellness programs. The College will pay 50% of fees for an approved wellness program up to \$150 per fiscal year. All employees requesting this benefit must gain approval from the Wellness Coordinator and Benefits.
- Participation in wellness release time from work. The College will pay full time employees for up to one hour per week for time taken to participate in wellness activities during working hours. (Individual employees must obtain approval from their supervisor.) The intention of this wellness release time is that the employee will match an equal amount of personal time.

Additionally, employees are encouraged to participate in activity courses offered by the Physical Education department as well as intramurals and GORP.

Spouses/domestic partners, temporary employees, retirees, and emeriti are welcome to take part in the on-campus Live Well programs. Some programs may require a fee and/or limit the number of participants.

## **B.11 Country Club Privileges**

Membership in the Grinnell Country Club requires that you own one share of stock. The College owns shares of stock and you may use a share upon request if you are sponsored by a voting member of the Grinnell Country Club. You may request more information by contacting the Office of the Treasurer. You are responsible for paying all annual Grinnell Country Club membership dues and any other fees or assessments.

## **B.12 Volunteer Initiative Program**

The Volunteer Initiative Program was started in 1999 in order to recognize and support employee volunteerism in the surrounding community. For every employee who contributes a significant amount of volunteer time to a community organization, Grinnell College grants \$100 to that organization of choice. In this way, employees have the ability to direct some of the College's community contributions to the organizations that they feel most strongly about.

**Background:** Encouraging employee volunteerism in the local community is consistent with the College's mission, values and commitment to the community. Grinnell College contributes financially to a number of community efforts and understands that volunteer efforts by students, faculty and staff have a tremendous impact on the quality of life in our area. By contributing \$100 to volunteer organizations, this program allows employees to volunteer in those projects that they feel personally passionate about and direct some of the College's community giving at the same time.

### **Guidelines for \$100 Recognition**

- **Qualified Employees:** Employees must be appointed to a regular or term (e.g., non-student) position at the College to be eligible to participate.
- **Qualified Activity:** Program participants must contribute a "significant" amount of volunteer time to their organization of choice to receive financial support. A "significant amount of volunteer time" would include volunteering for more than a month on a weekly basis or more than ten hours on an intensive weekend project. Sponsored organizations are required to verify employee participation.
- **Qualified Organizations:** The local community is not limited to Grinnell but includes the surrounding area; Des Moines and Iowa City. Generally, we do not support: Individuals, business ventures, organizations without IRS 501(c)(3) tax-exempt status that are not governments, organizations that limit membership and services based on race, religion, color,

creed, sex, sexual orientation, age or national origin, requests for loans or debt retirements, political organizations and projects or organizations that might in any way pose a conflict with the mission, goals or programs of Grinnell College.

- **Funding Limits:** No organization may receive more than \$1,000 in total contributions through this program in a given fiscal year. Each employee may designate funds to one organization per fiscal year. The College's fiscal year is July 1 - June 30. Funds are limited and will be released in the order in which qualified applications are received.
- **Submitting a Request:** Applications can be downloaded as a [PDF](#) file and are also available by contacting the Office of Community Enhancement in the Old Glove Factory (269-3900). The College reserves the right to deny funding to any and/or all requests. If an application is denied, the applicant may request a written explanation for the decision.

### **B.13 United Parcel Service Discounts**

You may send personal packages by United Parcel Service (UPS) through the Campus Post Office. The normal pickup rate for UPS is paid by the College and you pay the actual cost of mailing the package by UPS. You may not use this service for profit or as part of a business.

## **SECTION C: EDUCATIONAL BENEFITS**

Grinnell College is affiliated with two consortia of similar institutions, and is therefore able to offer you and your dependent children various educational benefits. Educational benefits are provided for four years of tuition assistance per dependent child for undergraduate study only.

Regular full-time and part-time employees are eligible for educational benefits listed in this section after you have completed the equivalent of two full-time years of continuous employment. You are not entitled to credit for prior service if you terminate employment at the College and return at a later time. You must be employed by the College during the time your dependent children are attending college. However, if you retire, die, or become disabled after five years of service as a regular full-time or part-time employee, non-taxable educational benefits will be available to your dependent children.

### **C.1 Tuition Remission for Dependent Children attending Grinnell College**

If your dependent child is admitted to Grinnell College through the regular admission process, there is a 10% charge for tuition as long as your child is a degree-seeking candidate in good standing. To have tuition remitted, your child will be expected to live on campus during the first four semesters, unless they are living with you and your residence is within the Grinnell city limits.

Children eligible for tuition remission must apply to the State of Iowa for the Iowa Tuition Grant and the State of Iowa Scholarship, as well as the Basic Educational Opportunity Grant (BEOG). If your child receives one or more of these grants, the amount of tuition remitted by the College will be reduced

proportionally. Consult with the College's Student Financial Aid Office and the Benefits Specialist for applications and specific information.

## **C.2 Tuition Exchange Program for Dependent Children**

Grinnell participates in a tuition-exchange program for the dependent children of faculty/staff with the following institutions. Please contact the Benefits Specialist to begin this process and complete required paperwork. The Associated Colleges of the Midwest (ACM) requires a 10% charge for tuition and the Great Lakes College Association (GLCA) requires a 15% participation fee besides room, board, books and other fees. Please contact the institution's Student Financial Aid Office for any admission requirements.

### **ACM Schools**

Beloit College

Coe College

Colorado College

Cornell College

Knox College

Lake Forest College

Lawrence University

Luther College

Macalester College

Monmouth College

Ripon College

### **GLCA Schools**

Albion College

Allegheny College

Denison University

DePauw University

Earlham College

Hope College

Kalamazoo College

Kenyon College

Oberlin College

Ohio Wesleyan University

Wabash College

Wittenburg University

The College of Wooster

## **C.3 Tuition Cash Grant**

Your dependent children are each eligible for a \$2,000 tuition cash grant or the full tuition, whichever is less, per year if they attend an accredited school outside the ACM or GLCA. This cash grant is payable

by term of enrollment. It is the responsibility of the employee to provide the Office of the Treasurer with documentation proving accreditation of the institution.

To receive the \$2,000 tuition cash grant, send a written request to the Office of the Treasurer stating the child's name and the institution the child is attending prior to the beginning of each term. A check made out to the dependent child and the attending institution will be sent to the employee for submission to that institution.

## **C.4 Courses at Grinnell College for Employees and Spouses/Domestic Partners**

If you are a regular employee, you or your spouse/domestic partner may enroll at Grinnell College.

- a) **as a special student** – (to take classes for interest or to transfer the credits elsewhere). Credits appear on your transcript but do not lead to a B.A. degree at Grinnell College. Cost to the employee: tuition is free and books are reimbursed through the Office of Human Resources. Fees must be paid by the employee. Cost to the spouse/domestic partner: tuition is free. Books and fees must be paid by the spouse/domestic partner.
- b) **as a degree-seeking student** – (to complete a degree at Grinnell College – those who have not already received a Bachelor's degree are eligible). Credits will apply toward a degree at Grinnell College. Transcripts from previous institutions of higher learning must be provided and students will be subject to all academic policies that apply to degree-seeking students. Cost to the employee: Tuition is free and books are reimbursed through the Office of Human Resources. Fees must be paid by the employee. Cost to the spouse/domestic partner: all expenses for tuition, books and fees.

### Requirements and Limitations

- Enrollees may take a maximum of one class per semester (employee) or two classes per semester (spouse/domestic partner).
- Enrollees must complete the appropriate forms in the Office of the Registrar and receive approval from the Registrar and the Instructor.
- Employees must have permission from their immediate supervisor and must make up the time spent in the class (unless it is considered related to the job).
- Enrollment is based on space availability. Grinnell College students are given priority.
- The Registrar's Office will verify employment and spouse/domestic partner status with the Office of Human Resources.

## **C.5 Dependent Children in High School Taking Courses at Grinnell College**

If your child is enrolled in high school, they may apply to take courses at Grinnell College through the Advanced Scholars Program which is administered by the Admissions Office.

## **C.6 Educational Assistance for Employees**

Grinnell College recognizes that the skills and knowledge of its employees are critical to the success of the institution. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the College.

Grinnell College will provide educational assistance to all regular full-time and part-time employees that have completed the equivalent of one year of service and are in good standing. Term or temporary employees are not eligible for this benefit. Employees must submit an Educational Assistance Claim Form along with required materials to their immediate supervisor and the Office of Human Resources before starting any coursework. To maintain eligibility employees must remain on the active payroll and be performing their job satisfactorily through completion of each course and earn a grade of “C” or better for each course, or receive a “Pass” or notice of satisfactory completion of any non-graded course. After successfully completing the course, submit a grade report to the Office of Human Resources.

There are finite funds for this program. Therefore High School Equivalency Programs and undergraduate and graduate programs will be given priority before Continuing Education Courses.

Educational assistance covers the cost of tuition and books up to a maximum of \$4,000 per fiscal year, July 1 through June 30. Tuition is defined as the cost per credit hour. Travel, meals, fees and other expenses are not covered under this policy.

Employees eligible for veteran’s assistance, grants, scholarships or other school aid will be eligible to apply for education assistance only when these benefits have been exhausted, or when they are unable to use them for reasons acceptable to Grinnell College.

Some payments under this program may be a taxable benefit. See the Benefits Office for information on how educational assistance reimbursement payments are currently being treated by the IRS.

All activity (class attendance, homework, preparation for test, etc.) in connection with approved courses must not interfere with the everyday responsibilities of the employee’s job and should be carried out during non-working hours. Should classes need to be taken during normal business hours, the advance approval of your immediate supervisor is necessary. When permission is granted, suitable arrangement must be made for the “make up” of the time lost or the use of vacation.

While educational assistance is expected to enhance employees’ performance and professional abilities, Grinnell College cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

## **SECTION D: RETIREMENT BENEFITS**

### **D.1 Retirement Plan**

Grinnell College has established a retirement plan with Teachers Insurance and Annuity Association/College Retirement Equities Fund (TIAA/CREF) to provide employees the potential for future financial security for retirement.

To be eligible to join the retirement plan, you must complete 12 months of service and work at least 1,000 hours per calendar year. You may join the plan on the first day of the month after you have completed one year of service. If an employee is fully vested in an employer sponsored retirement plan prior to employment at Grinnell College, the one year waiting period will be waived. Eligible employees may participate in the retirement plan subject to all terms and conditions of the plan.

The College contributes an amount equal to 10% of your gross salary to your retirement plan. These contributions are tax-deferred. Therefore, you pay no taxes on the College's contribution until you begin to draw your retirement benefits.

Once you enroll in the retirement plan, you will be asked to allocate the College's contributions among TIAA and CREF accounts.

TIAA/CREF provides on-campus workshops, quarterly and annual reports on accumulation totals and account activity, a toll-free telephone network, newsletters, publications and counseling programs, and web access to your account(s) for your benefit.

Details of the retirement plan including benefit amounts, limitations and restrictions are described in the Summary Plan Description which is available on the College's website or by contacting the Benefits Specialist.

### **D.2 Voluntary Supplemental Retirement Annuity**

TIAA/CREF offers a group supplemental retirement annuity (GSRA) program to Grinnell College employees. You are eligible to participate in this program upon employment. This allows you to direct the investment of your plan account, so you can tailor your retirement package to meet your individual needs.

Pre-tax contributions to the GSRA are deducted from your paycheck before federal and state tax withholdings are calculated; you save tax dollars now by reducing your current taxable income. The contributions and earnings are taxed upon distribution.

Post-tax contributions (often referred to as Roth) to the GSRA are deducted from your paycheck after federal and state tax withholdings are calculated. The tax advantage of the Roth GSRA occurs at distribution when proceeds are not taxable including income earned on contributions.

Complete details of the GSRA and forms to enroll are located at the Benefits Office in the Old Glove Factory.

### **D.3 Health Insurance in Retirement**

#### **Early Retirement before Age 60**

Grinnell College offers group health insurance for retirees as early as age 55. Early retirement between the ages of 55 and 59 is an option only if the employee meets the rule of 80. To meet the rule of 80, the sum of the employee's age and the employee's number of years of service to the College must total 80 years or more. If the rule of 80 applies, the retiree's contribution for the health premium is 50% and the College subsidizes the remaining 50%.

#### **Early Retirement between Ages 60 and 64**

An employee of the College is eligible for the early retiree health premium benefit at 60 years of age with a minimum of 10 years of continuous service. The College's premium contribution to the early retiree health benefit for retirees between the ages of 60 and 64 is as follows:

<u>Years of Service</u>	<u>College</u>	<u>Retiree</u>
10-14 years	30%	70%
15-19 years	40%	60%
20+ years	50%	50%

Participation in the College's health insurance plan at date of election is required and the coverage to be continued in early retirement (from age 55-65) must be in force at the time of retirement.

#### **At Age 65**

When any covered individual under the early retiree program attains age 65 (Medicare eligibility age), the individual must transfer to the College's post-65 Medicare carve-out health insurance plan (Alliance Select). The College will pay 50% of this premium. The spouse or domestic partner of a retiree who transfers to the Medicare carve-out plan can remain covered under the College's health insurance plan until he or she attains age 65, as long as they are 60 years of age before the retiree moves to Medicare

coverage. If the spouse or domestic partner is not a retired employee of the College he or she will be responsible for 100% of the cost of continued coverage until eligible for the Medicare carve-out plan.

Employees who retire at or after age 65 may enroll in the retiree health plan with a retiree benefit of 50% of the premium if they have completed 10 continuous years of benefit eligible service. Retirees who have not completed 10 years of service may remain in the plan at their own cost.

When you reach age 65, Medicare Parts A and B will become your primary insurer and the College's retiree group plan will become your secondary insurer.

You are encouraged to discuss your retirement plans and group insurance eligibility options with the Benefits Specialist.

## **D.4 Retirement Gift**

An employee who meets the age and service requirements as stated above, will receive a Grinnell College gift.

## **D.5 Retirement Bonus for Accumulated Sick Leave**

As a regular support staff (non-exempt) employee with at least 10 continuous years of service, at least 60 years of age, and a minimum of 780 hours of unused sick leave, you are eligible to receive a lump sum bonus of 10% of your straight-time hourly rate of pay for the accumulated hours of sick leave when you retire. The maximum number of hours you may accumulate is 1,040.

## **SECTION E: INSURANCE PROGRAMS**

The insurance benefit programs listed in this section are administered by the Benefits Office.

The information provided here is a summary of eligibility and benefits. Detailed information about your coverage is in the appropriate Summary Plan Descriptions. The Benefits Office will provide you with Summary Plan Descriptions for the benefit programs in which you enroll and assist you in finding answers to specific questions you have about your policies.

If you are a regular employee scheduled to work at least ½ time - 12 months, or ¾ time - 9 months, or are scheduled to work a minimum of 1,000 hours per academic year, you are eligible for all the insurance benefits described in this section. By College policy, temporary employees are not eligible for insurance benefits.

Unless otherwise noted under the specific benefit, the following effective date of coverage applies: if you begin work at the College on the first working day of the month, you are eligible for insurance effective

that month. Otherwise, your insurance coverage begins on the first day of the month following the first day of work.

In the event of any inconsistency between the language of this handbook and the language of a benefit plan, the language of the benefit plan will control.

## **E.1 Health and Dental Insurance**

Eligible employees may participate in the health and/or dental insurance plans subject to all terms and conditions of the agreement between Grinnell College and the insurance carrier(s). The College offers health insurance coverage options for individual, spouse/domestic partner, and children. Dental insurance coverage options include individual or individual plus one or more dependents.

An employee is required to complete an enrollment form upon employment electing one of the coverage options available or declining coverage to receive flex credits through the Cafeteria/Flex plan.

The College currently pays 90% of employee-only coverage and 80% of employee and dependent(s) premium costs. Changes in premiums are generally effective January 1. Premiums are withheld from your paycheck on a pretax basis (as allowed by law) under the Cafeteria/Flex Plan. Premiums are paid one month in advance of coverage. This means the new premium rate for January coverage is withheld in December.

A qualifying event (such as marriage, initiation of a domestic partnership, birth, change in dependent child status, divorce or retirement) can affect your insurance status. Please notify the Benefits Specialist if you experience a qualifying event.

If you are not scheduled to work during specific months of the year, and you are not receiving a paycheck during that time, you may request that the deduction of your insurance premiums be spread out evenly over the time periods for which you are receiving a paycheck. Please contact the Benefits Specialist to make these arrangements.

A change in employment classification that would result in loss of eligibility to participate in the health and dental insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the health and dental insurance plans are described in their respective Summary Plan Descriptions (SPD). An SPD and information on cost of coverage will be provided to eligible employees in advance of enrollment. A copy of the SPD is also on the Grinnell College website under the web page Benefits & Insurance. Contact the Benefits Specialist for more information about health and/or dental insurance benefits.

## **E.2 Optional Vision Insurance**

Eligible employees may participate in the optional vision insurance plan subject to all terms and conditions of the agreement between Grinnell College and the insurance carrier. The College offers coverage options for individual or individual plus one or more dependents.

An employee is required to complete an enrollment form upon employment electing one of three coverage options or declining coverage.

The employee pays 100% of the premium costs. Changes in premiums are generally effective January 1. Premiums are withheld, from your paycheck, on a pretax basis under the Cafeteria/Flex Plan. Premiums are paid one month in advance. This means the new premium rate for January coverage is withheld in December.

A qualifying event (such as marriage, initiation of a domestic partnership, birth, change in dependent child status, divorce or retirement) can affect your insurance status. Please notify the Benefits Specialist if you experience a qualifying event.

If you are not scheduled to work during specific months of the year, and you are not receiving a paycheck during that time, you may request that the deduction of your insurance premiums be spread out over the time periods for which you are receiving a paycheck. Please contact the Benefits Specialist to make these arrangements.

A change in employment classification that would result in loss of eligibility to participate in the optional vision insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the optional vision insurance plan are described in the Summary Plan Description (SPD), which is available by contacting the Benefits Specialist or on the Grinnell College Benefits & Insurance webpage.

### **E.3 Benefits Continuation (COBRA)**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, requires that the College offer you and your dependents the opportunity for a temporary extension of medical and dental insurance coverage at group rates in certain circumstances when coverage under these plans would otherwise end.

Employees may continue coverage for 18 months under the following circumstances:

- Reduction in the number of hours you work.
- Termination of your employment for reasons other than misconduct.

Your spouse or dependent child covered under the College's group medical and/or dental insurance plans may continue coverage for 36 months under the following circumstances:

- Death of you, the employee.

- Your divorce or legal separation.
- You, the employee, accept Medicare coverage.
- Your dependent child ceases to meet the definition of a "dependent" child.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Grinnell College's group rates. Upon notice from the employee, Grinnell College will provide each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Grinnell College's medical and dental insurance plans. The notice contains important information about the employee's rights and obligations.

## **E.4 Cafeteria Plan**

A cafeteria plan allows employees to customize their insurance by selecting those coverage options that benefit them most. If declining health and/or dental insurance, the employee receives flex credits. These credits may be applied toward flexible spending accounts or they may be received back in the form of cash. The Cafeteria plan permits you to lower your taxable income through payroll reduction.

The plan year is from January 1 through December 31.

Health insurance premiums, dental insurance premiums, optional vision insurance premiums, and contributions to a medical expense and/or dependent care flexible spending account are all included within our cafeteria plan. On an annual basis you have the opportunity to make changes to these elections during our open enrollment period.

The amounts you choose to have withheld and the accounts you designate cannot be changed during the plan year unless you experience a qualifying event.

A qualifying event (such as marriage, initiation of a domestic partnership, birth, dependent child status, divorce, or retirement) can affect your insurance status. Please contact the Benefits Specialist if you experience a qualifying event.

## **E.5 Flexible Spending Account (FSA)**

Grinnell College provides a Flexible Spending Account (FSA) program that allows employees to designate pre-tax dollars from their paychecks for eligible out-of-pocket expenses for health and dependent care expenses incurred during the plan year. Once eligible expenses are incurred in the plan year participants can submit the expenses to the FSA processor for reimbursement of the expense.

Regular full-time and part-time employees are eligible to participate in the Flexible Spending Account program.

Participation in the Medical Expense and/or Dependent Care FSA is optional and determined on an annual basis for the plan year. You must enroll for each plan year. You determine how much to contribute to the account, up to a specified maximum, based on anticipated expenses during the plan year.

The maximum contribution allowed for your Medical Expense FSA is determined by the College prior to each plan year. The maximum contribution allowed for your Dependent Care FSA is \$5,000 per year. Contributions are directed to the account through salary reduction on a pre-tax basis. This tax-free money is then available to you for reimbursement of out-of-pocket expenses. The amounts that remain in the account at the end of the plan year are forfeited you should therefore take care not to over-fund your account.

A qualifying event (such as marriage, initiation of a domestic partnership, birth, change in dependent child status, divorce or retirement) can affect your insurance status. Please notify the Benefits Specialist if you experience a qualifying event.

Money withheld for one account cannot be used to reimburse expenses from another account. For example, funds withheld for reimbursement of dependent-care expenses cannot be used to reimburse health-care expenses. You may obtain reimbursement for expenses incurred in your chosen accounts by submitting a receipt and request form to the administrator of our flexible spending account(s). Request forms are available online on the Benefits & Insurance web page.

You can only request reimbursement for Dependent Care FSA expenses that were incurred during the plan year (January 1 - December 31). You have until May 31 of the following year to submit your reimbursement claims. Any unreimbursed funds in your account after May 31 of the following year will be forfeited.

The plan year for the Medical Expense FSA runs from January 1 through December 31. However, this FSA also includes a grace period that goes into the next year. This grace period allows you not only to submit medical expenses incurred during the plan year for reimbursement, but also to submit medical expenses that you incur from January 1 through March 15 of the year following as expenses for the plan year. You have until May 31 of the following year to submit your Medical Expense FSA claims. Any unreimbursed funds in your Medical Expense FSA account after May 31 of the following year will be forfeited.

Details of the Flexible Spending Account program are described in the Summary Plan Description which is available on the College's website or by contacting the Benefits Specialist.

## **E.6 Life Insurance & AD&D**

Life insurance offers you and your family important financial protection. Grinnell College provides a basic life insurance and accidental death and dismemberment plan for eligible employees.

The life insurance benefit amount is 1 ½ times your annual earnings or \$20,000, whichever is greater. The AD&D coverage provides the same insured benefit as the life insurance plan. Life insurance coverage in excess of \$50,000 is taxable for each month the insurance is provided in accordance with a schedule determined by the federal government.

Eligible employees must designate beneficiaries on the life insurance enrollment form. This designation may be changed at any time by completing a new enrollment form available in the Benefits Office.

Employees have the option to convert the group life insurance contract to an individual contract upon termination of employment.

If an employee dies while employed at the College, the College will pay the estate his or her regular compensation to the end of the pay period in which death occurs. In addition, the beneficiary will receive additional compensation: administrative staff (exempt) - an additional two months salary; support staff (non-exempt) - an extra eight weeks of regular compensation. This payment is fully taxable.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description which is available on the College's website or by contacting the Benefits Specialist.

## **E.7 Supplemental Life Insurance**

Benefit-eligible employees can apply for supplemental life insurance in increments of \$10,000 up to \$500,000 on a monthly basis. Supplemental life insurance is guaranteed in the amount of five times an employee's base compensation up to a maximum of \$150,000. Any amount over \$150,000 is subject to the underwriting process.

Employees who purchase supplemental life insurance may also insure their spouse/domestic partner up to 50% of the employee's insurance benefit in \$10,000 increments. Spouse/domestic partner supplemental life insurance is guaranteed up to a maximum of \$50,000. Any amount over \$50,000 is subject to the underwriting process.

Employees who purchase supplemental life insurance may also insure their dependent children for \$5,000 or \$10,000.

The rates for the employee and spouse/domestic partner are based on the employee's age. An employee cannot be insured under their own coverage and also under a spouse/domestic partner employee's coverage.

## **E.8 Travel/Accident Insurance**

In addition to life insurance, Grinnell College provides travel/accident insurance which covers you in the event of your accidental death while traveling on College business.

The coverage provides a death benefit of two times your annual wage/salary subject to a minimum amount of \$100,000 to a maximum amount of \$300,000.

Contact the Benefits Specialist for more information about the Travel/Accident Insurance.

## **E.9 Personal Accident Insurance**

Employees of Grinnell College may purchase personal accident insurance for yourself and/or your family members. The personal accident insurance plan offers 24-hour coverage from anywhere in the world.

The coverage may be purchased in \$10,000 increments with a minimum guaranteed purchase amount of \$350,000 to a maximum of \$750,000, based on 10 times your annual wage/salary.

The monthly premiums are based on the amount of coverage selected. Premium payments will be deducted from an employee's paycheck and if you are not scheduled to work during specific months of the year, you may request that insurance premiums be withheld from your last paycheck before your time-off period begins.

If you and your family members are flying as passengers on a commercial airline, air travel is included. Coverage for air travel is subject to some exclusions.

Upon termination of employment, you have the option to convert this coverage to an individual contract.

## **E.10 Long-Term Disability**

Grinnell College provides a long-term disability (LTD) benefits plan to help eligible employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work.

Regular full-time and part-time employees are eligible for this benefit after one year of employment. If an employee is enrolled in an employer sponsored long-term disability plan immediately prior to employment at Grinnell College, the one year waiting period will be waived.

The insurance company determines if an employee is disabled. Total disability, as defined under the summary plan description, is "...as a result of sickness, injury or pregnancy, you are unable to perform with reasonable continuity the material duties of your own occupation." An employee must meet the disability definition and elimination period of 180 days before becoming eligible for benefits.

The LTD benefit amount equals 66 2/3% of the first \$22,500 of monthly pre-disability earnings (actual salary divided by 12) not to exceed \$15,000 of monthly benefit. The benefit amount is offset with amounts received under Social Security disability, workers' compensation, salary continuation or unemployment for the same time period.

Once our insurance company determines that an employee qualifies for LTD, the employee will be paid for the 180 day waiting period less all available sick leave and vacation that was used. The insurance carrier will continue to contribute 10% of the monthly pre-disability earnings into the retirement plan provided the employee does not withdraw funds from College sources. The employee will also continue to be eligible to participate in the College's health and dental insurance programs; however, he or she will

be required to enroll in Medicare once it becomes available.

Details of the LTD benefits plan including benefit amounts, limitations and restrictions are described in the Summary Plan Description which is available on the College's website or by contacting the Benefits Office.

## **E.11 Employee Assistance Program**

Grinnell College cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. While many employees solve their problems either on their own or with the help of family and friends, sometimes employees need professional assistance and advice. The College currently maintains an agreement with the Poweshiek County Mental Health Center to provide such services.

Through the Employee Assistance Program (EAP), Grinnell College provides confidential access to professional counseling services for help in confronting such personal problems as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all regular and term employees and their immediate family members offering problem assessment, short-term counseling and referral to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard your privacy and rights. Information given to the EAP counselor may be released only if requested by you in writing. All counselors are guided by a Professional Code of Ethics.

Personal information concerning employee participation in the EAP is maintained in a confidential manner. No information related to an employee's participation in the program is entered into the personnel file.

There is no cost for employees to consult with a Poweshiek County Mental Health counselor for up to 5 sessions per family per year. Group therapy sessions count as one-half session. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

## **E.12 Workers' Compensation Insurance**

Grinnell College provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor and Benefits Specialist immediately. No matter how minor an on-the-job injury may appear, it is important that it be

reported within 72 hours of the occurrence.

Neither Grinnell College nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Grinnell College.

By College policy, you are required to see a College physician for work-related injuries. Please contact the Benefits Specialist for a list of approved physicians.

Grinnell College

Staff Handbook

Section 3

Staff Handbook Review and Amendment Procedures

## **Staff Handbook Review and Amendment Procedure**

The Staff Handbook serves as an informational resource for staff about workplace guidelines, policies and procedures. Just as the policies of the college change over the years, the handbook must change to reflect new policies. In addition, the handbook may be revised to accommodate legal changes, or to simply do a better job of explaining policies and procedures.

The responsibility for the Staff Handbook lies with the Director of Human Resources. The Director may implement changes directly when those changes are either minor (e.g. correcting grammatical errors, or a title change), or externally mandated (e.g. by a legal change or by a Presidential initiative). However, other changes to the Handbook will occur through a procedure that welcomes and benefits from input from the campus community and in particular the advice of the following two advisory bodies:

**The Staff Handbook Review Committee.** This committee is comprised of six members, three non-exempt and three exempt staff, with representation from both supervisory and non-supervisory staff. Committee members are appointed by the President and will serve three-year terms, with overlapping terms.

The Staff Handbook Review Committee is charged with making recommendations to the Director of Human Resources for changes in the handbook. Any member of the campus community who has a suggestion for policy or other handbook changes is encouraged to send recommendations to the committee through the Human Resources office. The committee will review the submitted suggestions, as well as make its own review of the handbook, and prepare recommendations for changes on at least an annual basis.

**The Benefits Committee.** This committee is comprised of exempt staff, non-exempt staff, and faculty. Committee members are appointed by the President and will serve three-year terms, with overlapping terms.

The Benefits Committee is charged with reviewing the College's fringe benefits program to ensure competitiveness with our peers and cost effectiveness. This committee makes recommendations for benefits changes to the Director of Human Resources.

### **Review and Approval Procedures**

As described above, some changes to the handbook will be implemented directly without a review procedure—those changes that are trivial in nature, or mandated by law or Presidential action. All other changes will proceed through the recommendations of the Staff Handbook Review Committee, or the Benefits Committee, as appropriate. The change under consideration may come from recommendations from individuals, from an office or department, or from the committee's own review. The committee will gather information as it deems appropriate with the support of the Human Resources office. The committee will make its draft recommendation available to the campus community for a period of comment of at least one week. After consideration of comments, the committee will submit a final recommendation to the Director of Human Resources.

The Director of Human Resources will take the committee recommendations, and in consultation with the President, draft changes (if any) to be implemented in the Handbook. In all cases, the Director of Human Resources will meet with the committee that generated the recommendation to explain final actions.

Such changes will become final after review and approval by the President. Those changes will then be posted, along with the effective date(s), in the online version of the handbook.

Grinnell College

Staff Handbook

Section 4

Appendix

APPENDIX I

**Grinnell College Family and Medical Leave Policy (coming soon)**

## APPENDIX II

### Grinnell College Drug and Alcohol Policy

Grinnell College is required by the United States Government to comply with two separate laws concerning drugs: The “Drug-Free Workplace Act” of 1988 (Public Law 100-690) and the “Drug-Free Schools and Campuses Act” of 1989 (Public Law 101226). The policies, statements, and practices included in this statement demonstrate Grinnell College’s compliance with both laws.

#### I. POLICY STATEMENT: ALCOHOL AND ILLICIT DRUGS

Grinnell College prohibits the unlawful manufacture, distribution, dispensation, possession or use of illicit drugs and alcohol by its employees in the workplace, on college property, or as part of any college-sponsored activity.

#### II. SANCTIONS FOR EMPLOYEES

Grinnell College will impose sanctions on employees who violate its Alcohol and Drug Policy. The college will impose such sanctions consistently and in a manner that complies with applicable state, federal, and local laws. Sanctions for employees will be determined by the Director of Human Resources. Possible sanctions include immediate dismissal, probation, suspension, reprimand, or requiring employees to participate in a drug abuse assistance or rehabilitation program. The college also retains the right to refer any violator of its Alcohol and Drug Policy to applicable federal, state, or local authorities for criminal prosecution.

#### III. ALCOHOL AND DRUG HEALTH RISKS

**Inhalants:** such as solvents, aerosols, thinner, paint, gas and lighter fluid can lead to health risks such as:

Liver, nerve and brain damage; heart failure, respiratory arrest; coma; suffocation; death

**Narcotics:** such as heroin, morphine, codeine, and methadone can lead to health risks such as:

pulmonary edema, convulsions, respiratory arrest, coma, death

**Depressants:** such as alcohol, benzodiazepines, barbiturates, and chlorohydrins can lead to health risks such as: nausea, severe anxiety, agitation, hallucinations, tremors, shakes, delirium, convulsions, death

**Stimulants:** such as methylphenidate, cocaine, phenmetrazine, and amphetamines can lead to health risks such as:

convulsions, hypertension, coma, cardiac arrests, pulmonary edema, respiratory failure, death

**Hallucinogens:** such as marijuana, LSD, PDP, MDMA, mescaline, and psilocybin can lead to health risks such as:

paranoia, delusions, psychosis, hallucinations, convulsions, flashbacks,  
death

#### **IV. ALCOHOL LAWS**

Iowa state law states that it is unlawful for any person “to sell, give, or otherwise supply alcoholic liquor, wine, or beer to any person knowing or having reasonable cause to believe that person to be under the legal age, and a person or persons under legal age shall not individually or jointly have alcoholic liquor, wine or beer in their possession or control.” The law further states that “no person under legal age shall misrepresent the person’s age for the purpose of purchasing or attempting to purchase any alcoholic beverage, wine or beer from any licensee or permittee.” Penalties range from a simple misdemeanor to a serious misdemeanor. In the state of Iowa, legal drinking age is 21.

#### **V. DRUG LAWS**

Iowa state law stipulates that it is unlawful for any person not authorized by Chapter 204 of the state code “to manufacture, deliver, or possess with intent to manufacture or deliver a controlled (or counterfeit substance), or to act with, enter into a common scheme or design with, or conspire with one or more other persons to manufacture, deliver, or possess with intent to manufacture or deliver a controlled substance.” Penalties range from a simple misdemeanor to a felony.

#### **VI. STATE, FEDERAL, AND LOCAL SANCTIONS**

A number of different penalties may be imposed by the magistrate or other representatives of the civil judicial system. Penalties include criminal charges ranging from a simple misdemeanor to a felony. Sentencing may include one or more of the following: monetary fines, incarceration, and community service. Penalties may be different for person over 18 years of age or under 18 years of age. Persons under the age of 18 who are in violation of drug and alcohol laws may be turned over to juvenile authorities or will be dealt with through the court system. Persons over the age of 18 will be dealt with through the court system. Persons over 18 who are charged with the use or possession of illegal drugs are treated as adults. Fines, jail sentences, and community service are at the discretion of the magistrate or district court judge.

#### **VII. EMPLOYEE ASSISTANCE**

Each regular employee of the college is currently provided with five free counseling visits per year at the Poweshiek County Mental Health Center. These five visits can also be taken as ten group visits per year. Additional sessions (beyond the five) must be paid for by the individual. The college’s group medical insurance provides treatment benefits for chemical dependency. Refer to your Summary Plan Description for details.

#### **VIII. STUDENTS**

Details concerning student policies are found in the Grinnell College Student Handbook.

## APPENDIX III

### **Grinnell College Accommodation Policy for Employees**

#### **ADA OFFICER**

In consultation with the Accessibility Committee, the College Legal Counsel, and other appropriate faculty and staff of the College, the ADA Officer is responsible for monitoring and evaluating College programs and policies to ensure compliance with state and federal antidiscrimination laws.

#### **Responsibilities and Duties**

1. Coordinate the College's compliance with the American with Disabilities Act, as amended, the Rehabilitation Act, and the Iowa Civil Rights Act;
2. Evaluate, document and administer accommodation requests for faculty, staff, visitors and patrons;
3. Act as a resource to the Accommodation Review Panel (ARP);
4. Evaluate and document the College community's compliance efforts;
5. Recommend campus policies and procedures relating to the ADA and Rehabilitation Act for the entire College community;
6. Respond to information requests, including written materials for institutional response;
7. Work with various departments in response to complaints filed by faculty, staff, patrons, and visitors under the ADA Acts and Amendments and/or Iowa Civil Rights Act;
8. Coordinate and administer training on ADA and Iowa Civil Rights Act issues as the needs of the College require;
9. Chair the Accessibility Committee.

#### **ACCESSIBILITY COMMITTEE**

##### **Composition**

Membership is comprised of representatives from each area of the College who work with or handle accessibility issues. In particular, Facilities Management, College Services (ITS, Dining, Human Resources), Student Affairs (Academic Advising and Disability Services for Students and Security), Communication and Events, the Treasurer's Office, the Dean's Office, and the Office of Diversity and Achievement.

## **Duties and Responsibilities**

1. Identifies areas of the campus that need to be made accessible or accessible friendly and makes associated recommendations to appropriate decision makers.
2. Serves as an advisory board to the ADA Officer regarding accessibility policy development and implementation.
3. Recommends to the President and/or President's staff ADA policies and procedures.
4. Develops, reviews, and updates procedural guidelines for use by the Accommodation Review Panel.
5. Selects members to serve on the Accommodation Review Panel.
6. Other duties and responsibilities as may be assigned by the President.

## **ACCOMMODATION REVIEW PANEL**

### **Composition**

The ARP consists of three members of the Accessibility Committee, each from a different division of the College. The ARP may appoint other members of the College committee as necessary to act as ex officio members and/or advisors to the panel.

### **Responsibilities and Duties**

1. Hear an appeal from the petitioner seeking accommodation if the petitioner does not accept the accommodation(s) made by the ADA Officer. The procedure for a petitioner appeal to the ARP is set forth in the Appeals Process of the following Accommodation Process.
2. Hear an appeal from the applicable department or other administrative unit that the accommodation(s) made by the ADA officer are unacceptable. The procedure for a department or administrative unit to appeal to the ARP is set forth in the following Appeals Process of the Accommodation Process.

## **ACCOMMODATION PROCESS**

### **Policy Statement**

The College is committed to providing accommodations for eligible individuals with documented disabilities as defined by federal and state law in the most timely and effective manner possible under applicable laws and regulations. The College's intent is to ensure every employee (faculty, staff and

student employees) who makes a request for an accommodation under the Americans with Disabilities Act (ADA) or the Iowa Civil Rights Act is promptly and properly advised of the accommodation process. The College is committed to following the requirements of the ADA and all appropriate federal and state laws, rules and regulations.

All new and revised requests for accommodation are to be submitted in writing on the appropriate form(s) and with the appropriate supporting documentation to the College's ADA Officer for consideration and review. The review of the request may, at the discretion of the College, include an evaluation and determination of the scope of the disability and, if appropriate, requests for additional medical documentation, examinations and/or opinions. Accommodation decisions may be appealed through the designated appeals process.

### **Procedure to request an accommodation by/for an employee**

1. The employee and/or the employee's immediate supervisor (department chair for faculty) shall contact the ADA Officer for assistance in applying for accommodation. No department, unit, college or individual may grant any accommodation under ADA, whether formal or informal, without first receiving approval of the ADA Officer.
  - a. If an employee's supervisor makes the request for accommodation on behalf of the employee, the employee must then work with the ADA Officer directly. Only that information absolutely necessary shall be shared with the employee's supervisor. The employee's supervisor should not act as an advocate or surrogate for the employee.
  - b. The ADA Officer shall assist the employee in all ways reasonably possible in completing the ADA process in a timely and efficient manner.
2. The employee shall submit all requests in writing using Appendix A, (Reasonable Accommodation Request Form) to the ADA Officer. Any information submitted shall be considered confidential and may be shared only with those who have a need to know in accordance with federal and/or state law. The ADA Officer shall make the determination of the need to know in consultation with the applicable department or administrative unit. Failure to submit any request in writing may result in delay and/or denial of accommodation requests.
3. Relevant medical information and/or opinions should be submitted using Appendix B (Health Care Provider Release Form) and Appendix C (Disability documentation). When completed and signed, Appendix B (medical release authorization(s) allows the ADA Officer to obtain necessary medical records from the employee's medical care providers. The documentation listed in Appendix C shall be the minimum documentation to be supplied by the employee.
4. The employee shall respond to all requests for complete documentation within reasonable timeframes set by the ADA Officer.
5. The employee shall respond in a timely manner as determined through the discretion of the ADA Officer to requests for additional medical opinions and/or independent medical examinations as may be necessary.
6. The employee shall be responsible for the expenses of providing acceptable documentation, which may include the costs of necessary medical examinations needed to render an acceptable medical decision. If, upon review and at the sole discretion of the College, the ADA Officer determines additional medical opinions are necessary, the College shall be responsible for the additional costs.

7. Failure to provide all requested medical documentation, including any additional medical documentation as may be required and/or failure to submit to an independent medical examination may, at the discretion of the College, result in denial of any or all request(s) for accommodation.
8. The ADA Officer should evaluate and consult with appropriate College procedures and resources including the employee's immediate supervisor to determine if the employee is to be accommodated. The ADA Officer must make the following necessary determinations for each ADA accommodation request:
  - a) The nature of the disability. This determination may, at the discretion of the College, require proof of actual diagnosis by an appropriate medical care professional, with appropriate documentation supporting the diagnosis. The documentation listed in Appendix A shall be the minimum documentation to be supplied by the employee.
  - b) Whether the disability limits the employee from carrying out the essential function(s) of the employee's position.
  - c) The essential function(s) affected by the disability.
  - d) The type of accommodation that is (are) reasonable.
9. What constitutes a reasonable accommodation will vary depending upon the circumstances of each case. In evaluating alternatives, the preferences of the individual are considered, but the ultimate decision regarding what accommodation, if any, is granted lies within the sole discretion of Grinnell College.
10. The ADA Officer should issue a written decision and accommodation plan to the employee within a reasonable time upon receipt of the written request for accommodation. A reasonable time is necessarily flexible, taking into consideration such factors as the complexity of the request, cooperation of the employee, any need for additional medical documentation and/or opinions.
  - a. The ADA Officer will assure verification of receipt by the employee of the written decision.
  - b. Copies of the decision and accommodation plan will be sent to the immediate supervisor and any other person involved in the implementation of the decision and plan, and the appropriate vice president or division head.
11. The employee and/or the department or administrative unit may appeal the decision of the ADA Officer to the Accommodation Review Panel. Any request by the employee for the ARP to review the accommodation decided by the ADA Officer shall be considered an appeal. The decision of the ARP may be further appealed to the President, whose decision shall be final. The process for appealing an accommodation decision is described in the following section.

### **Appeals Process**

1. Appeal to the Accommodation Review Panel

A. Employee appeal

- 1) A notice of appeal shall be filed by the employee requesting accommodation within 3 business days of receipt of the ADA Officer's written accommodation decision. The notice shall be in writing and submitted to the Director of Human Resources who will convene the Accessibility Committee to select the Appeals Review Panel. Upon receipt of this notice, any recommended accommodation shall be suspended pending resolution of the appeal.
- 2) The employee requesting accommodation has 5 business days after filing the notice of appeal within which to file written documentation and reasons why a requested accommodation should be granted with the Director of Human Resources. The Director of Human Resources will forward this material, along with a case summary, to the ARP within 3 business days.
- 3) The ARP shall
  - a) Follow the guidelines for the appeal process set forth by the Accessibility Committee
  - b) Issue a written decision within a reasonable time of receipt of all materials relating to the appeal. A reasonable time for an appeal by an employee shall not exceed 10 college business days after receipt of all materials.
- 4) The written decision from the ARP shall:
  - a) Uphold the decision of the ADA Officer; or
  - b) Return the matter to the ADA Officer for revision consistent with the written decision of the ARP.

B. Department/administrative unit appeal

- 1) The department and/or administrative unit may appeal an accommodation decision for the following reasons:
  - a) The accommodation goes beyond the essential functions of the position;
  - b) The accommodation disrupts the operations of the department and/or administrative unit beyond what is required by law;
  - c) The accommodation is not sufficient to enable the employee to carry out the essential functions of the position.
- 2) The department or administrative unit shall file a notice of appeal within 3 business days of receipt of the ADA Officer's written accommodation decision. The notice shall be in writing and submitted to the Director of Human Resources who will convene the Accessibility Committee to select the Appeals Review Panel. Upon receipt of this notice, any recommended accommodation shall be suspended pending resolution of the appeal.
- 3) The department or administrative unit requesting accommodation has 5 business days after filing the notice of appeal within which to file written documentation and reasons why a requested accommodation should be granted with the ADA Officer. The Director of Human Resources will forward this material, along with a case summary, to the ARP within 3 business days.
- 4) The ARP shall
  - a) Follow the guidelines for the appeal process set forth by the Accessibility Committee.

- b) Issue a written decision within a reasonable time of receipt of all materials relating to the appeal. A reasonable time for purposes of an appeal filed by a department or other administrative unit shall not exceed 10 business days of receipt of all material
        - c) Issue a written decision that:
          - a) Upholds the decision of the ADA Officer; or
          - b) Returns the matter to the ADA Officer for revision consistent with the written decision of the ARP.
  - 5) Both the employee and the department or other administrative unit may file appeals with the ARP.
2. The employee and/or department or administrative unit may appeal the decision of the ARP to the President or designee.
- A. Procedure
    - 1) A notice of appeal shall be filed by the employee and/or department administrative unit within 3 business days of receipt of the ARP's written accommodation decision. The notice shall be in writing and submitted to the Director of Human Resources. Upon receipt of this notice, any recommended accommodation(s) by either the ADA Officer or the ARP shall be suspended pending resolution of the appeal.
    - 2) The employee and/or department or administration unit filing an appeal has 5 business days after filing the notice of appeal within which to file written documentation and reasons why a requested accommodation should or should not be granted with the Director of Human Resources. The Director of Human Resources will forward this material, along with a case summary, to the President within 3 business days.
  - B. Basis for appeal
    - 1) New evidence not available at the time of the decision;
    - 2) Procedural error that had a material impact on the fairness of the hearing
  - C. The President or designee shall issue a written decision on the appeal within 10 business days and shall:
    - 1) Uphold the ADA Officer and/or ARP decision; or
    - 2) ARP Return the matter to the ADA Officer for further consideration consistent with the written decision of the President or designee.
  - D. The decision of the President shall be final.

Appendix A

**Grinnell College**

**Reasonable Accommodation Request Form**

The purpose of this form is to assist the College in determining whether, or to what extent, a reasonable accommodation is required for an employee with a disability to perform one or more essential functions of his or her job safely and effectively. This form must be filed separately from the employee's personnel file and be treated confidentially.

Department \_\_\_\_\_

SECTION 1: Employee— To be completed by employee requesting accommodation.

Employee: \_\_\_\_\_ Campus phone \_\_\_\_\_

Campus Box \_\_\_\_\_

Job Title \_\_\_\_\_

Supervisor \_\_\_\_\_

I give the Grinnell College ADA Officer permission to explore my reasonable accommodation request as related to the Americans with Disability Act, as amended. I understand that all information obtained during this process will be maintained and used in accordance with ADA confidentiality requirements.

I further understand that I am required to complete and sign the attached release of information giving Grinnell College permission to consult with my health care professional(s) in order to determine that I am a qualified employee with a disability and to seek guidance as to any functional limitations based on my disability.

Date \_\_\_\_\_ Employee's signature \_\_\_\_\_

**Please answer the following questions to assist us in understanding the basis and nature of your request for an accommodation (attach additional sheets if necessary).**

What are the limitations caused by your condition(s) that you are currently experiencing?

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Given your limitations, what parts of your assigned job duties are impeded by your condition?

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In order to get us thinking about an effective accommodation, tell us what changes are needed in some duty now part of the job, or the way the job is now done to make it possible for you to continue to do the job well.

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SECTION 2: Employer—To be completed by the employing department.

Has the employee signed a Reasonable Accommodation Request Form (Section 1)?

**Yes**  **No** If no, request signature. (Copy given to the employee.)

Has an Essential Job Function Analysis been completed?

**Yes**  **No** If no, complete attached Job Function Analysis Form.

SECTION 3 ADA Office -- To be completed by ADA Officer.

Send a copy of the following to the health care providers:

- The signed Health Care Provider Release Form
- Essential Job Function Analysis form.
- Job Description
- Cover letter (attached)

After receiving documentation from the health care provider(s):

Has a health care provider documented that the employee has a physical or mental impairment that substantially limits the employee's ability to perform essential job functions?

\_\_\_ Yes \_\_\_ No

Recommendations:

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Has the Job Accommodation Network been contacted? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes,

Recommendations:

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Other contacts, please list below:

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Accommodation Request is: \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_ Other

List specific reasonable accommodation(s) approved:

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Name of person completing form: \_\_\_\_\_

Phone \_\_\_\_\_ Email Address \_\_\_\_\_ Date \_\_\_\_\_

Estimate cost of accommodation if known: \_\_\_\_\_

Appendix B

**Grinnell College**

**Health Care Provider Release Form**

I, \_\_\_\_\_, give Grinnell College permission to contact my health care provider,  
\_\_\_\_\_.

(Please print your name in the first blank and print the name of your doctor/therapist/counselor)

I understand the reason for this contact is to advise Grinnell College about my functional abilities and limitations in relation to my job functions.

I understand that Grinnell College will provide my health care provider,  
\_\_\_\_\_ with  
specific information about my job position, including the essential functions and specific requirements.  
All information obtained from employee medical examinations and inquires will be maintained and used  
in accordance with ADA confidentiality requirements.

Date \_\_\_\_\_

Employee \_\_\_\_\_

Witness \_\_\_\_\_

Health Care Provider's name \_\_\_\_\_

Health Care's practice/agency name \_\_\_\_\_

Address of Healthcare Provider: \_\_\_\_\_

Phone number of Healthcare Provider: \_\_\_\_\_

Your Birth date (month/date/year) \_\_\_\_\_

## APPENDIX C

### **Disability Documentation**

The following documentation is the minimum necessary in order to provide a prompt review of records and determine the appropriate accommodation, if any. Additional documentation may be necessary on a case by case basis. Supplying this minimum documentation does not guarantee any accommodation will be supplied.

1. Information must come from the appropriate licensed medical professional. This person must have the necessary qualifications to accurately and properly diagnose the claimed disabilities.
2. The licensed professional must state the disability findings on the official letterhead that indicates the professional area of specialization.
3. There must be a statement of findings that indicate why there was a need to perform testing to determine a disability was present.
4. The testing performed must be included. It must state the dates, tests, results, and a summary of those tests, as well as the certifying official performing those tests.
5. A conclusion summary must be part of the documentations that shows a correlation drawn from the testing to the diagnosis, including the treatment plan and relevant medication.
6. The functional limitations must be cited. The limitations shall be related to the essential functions of the employee's specific position.
7. All medications and treatments prescribed must be listed if they could impair the employee's ability to perform essential functions of the job.
8. All documentation shall be dated within the last 3 years. If necessary, this time frame may be shortened on a case by case basis at the discretion of the ADA Officer.

## APPENDIX IV

### **Grinnell College Policy Concerning Discrimination and Sexual Harassment**

Grinnell College has an affirmative duty to maintain a work and study environment free from discrimination and sexual harassment. Grinnell College will not tolerate discrimination or sexual harassment since it is a violation of the standards of our community.

We will take positive action where necessary to eliminate such practices or remedy their effects. Discrimination and sexual harassment on any of the bases covered by federal antidiscrimination statutes are unlawful and a violation of Grinnell College policy.

Students, faculty, administrative and support staff members, and members of the bargaining unit at Facilities Management should understand that apparently consensual sexual relationships, particularly those between individuals of unequal status, may be or become a violation of this policy. Anyone who engages in a sexual relationship with a person over whom he or she has any degree of power or authority must understand that the validity of the consent involved can and may be questioned.

The essential importance of academic freedom is recognized and a standard of reasonableness will guide the College. Only when academic freedom is used to disguise, or is the vehicle for prohibited conduct, will it be questioned. Grinnell College believes that ideas, creativity, and free expression thrives and, indeed, can only exist for the entire community in an atmosphere free of discrimination and sexual harassment.

The complete policy statement on discrimination and sexual harassment and the complaint resolution procedures are contained in Appendix V.

## APPENDIX V

# **Grinnell College Discrimination and Sexual Harassment Policy and Procedures for Resolving Complaints of Discrimination and Sexual Harassment**

## **GENERAL STATEMENT**

Grinnell College has a duty to maintain a work and study environment free from *discrimination* and *sexual harassment*. Grinnell College will act where necessary to eliminate these practices and to remedy their effects. Discrimination and sexual harassment as subjects of state and federal antidiscrimination statutes violate the law and violate the policy of Grinnell College.

**[Note: Italicized words or phrases may be found in the Glossary at the end of the document.]**

Individuals should exercise great care to make sure that the letter and spirit of the EEOC guidelines concerning the atmosphere of the work place are followed. In particular, the parties to a sexual relationship should be aware that such relations often create general conflicts of interest and the fear among coworkers of unfair treatment. The parties should also be aware that others in the work place may be prompted to file a complaint of conflict of interest or, under EEOC, of adverse effect to the environment of the work place.

### **General Policy Concerning Consensual Sexual Relations**

When there is no supervisory relation between students, or between members of the faculty, or between faculty and staff members, or between staff members, any recommendations by the College concerning consensual sexual relations would constitute an unacceptable invasion of privacy.

Even when there are supervisory relations, no institutional mission exists which would pre-empt individual rights to privacy. But anyone who engages in a sexual relationship with a person over whom he or she has supervisory authority must understand that the fullness of the consent involved in the relationship might be questioned at some point.

### **Policy Concerning Sexual Relations Between Members of the Faculty and Students**

Unlike relationships where no basic institutional interests are at stake, such as those between members of the faculty or between members of the faculty and the administrative staff, relationships between teachers and students should be informed by the goals of Grinnell College as an institution of higher education. It is important that both students and members of the faculty seek to avoid otherwise perfectly licit sexual relations, which may undermine the common educational goals defining the College. Both teachers and students are generally expected to maintain professional, non-sexual relations with each other.

When a member of the faculty is in a position to evaluate or supervise a student, sexual relations are unconditionally unacceptable. When such a supervisory relationship is present, sexual relations between a member of the faculty and a student are clearly detrimental to the educational process and to an environment free of favoritism and the appearance of favoritism.

Even when no supervisory relationship is present, sexual intimacy between a student and a member of the faculty can be detrimental to the ideal of a professional educational environment.

Although the initiator of a sexual relationship between a student and a member of the faculty may not be the member of the faculty, it is the institutional responsibility of the member of the faculty to deal in a professional manner with such a situation at its inception. Moreover, a member of the faculty against whom a student makes a complaint of sexual harassment may find it difficult, because of the difference of status between the two persons, to prove that the relationship at issue was a fully consensual one.

## **PROCEDURES FOR RESOLVING COMPLAINTS**

The following procedures have been written to address allegations of discrimination on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation; or sexual harassment. Terms in italicized type appear in the attached Glossary. Complaints may be filed by Grinnell College faculty, students, staff and bargaining unit members against a faculty student, staff or a bargaining unit member.

### **Section A**

#### **Contacting the Appropriate Senior Official**

Prior to making a formal complaint, the appropriate *senior official* should be contacted. The employment status of the respondent determines which senior official has responsibility to investigate. Thus, for complaints against a faculty member, the Dean of the College acts as the senior official. For complaints against staff or bargaining unit members, the Director of Human Resources is the senior official.

If the complaint is against a student, the *complainant* should contact the Dean of Students. The Dean of Students will either outline the procedures of the College Hearing Board which hears cases where a student has allegedly violated the rights of a faculty/staff member or the "Grievance Procedures" in the Student Handbook which apply when both the complainant and respondent are students.

The senior official refers to either the Director of Human Resources (staff or bargaining unit members) or the Dean of the College (faculty). The employment status of the respondent determines which senior official has responsibility to investigate. If the complainant is a student, the employment status of the respondent will determine the senior official, and the Dean of Students or his or her designee will provide advice and guidance to the student. This and other definitions are provided in the Glossary section at the end of this document.

Should a faculty, staff or bargaining unit member, or student consider filing a complaint against the senior official with whom they would otherwise consult, they should approach the other designated senior official.

## **Section B**

### **Advice & Guidance Before Filing a Complaint**

A faculty, staff or bargaining unit member who believes he or she is being subjected to discrimination or sexual harassment is encouraged to seek advice and guidance from the appropriate senior official. The senior official will provide the person seeking advice and guidance with a copy of this document. A student who believes he or she is being subjected to discriminatory conduct or sexual harassment is encouraged first to seek advice and guidance from the Dean of Students or his or her designee.

The person seeking advice and guidance should review this document carefully. He or she may prefer to contact personally, and discuss his or her concern with, the other party involved in an attempt to informally resolve the concern. The senior official will confirm, in writing, that the person seeking advice desires to proceed informally. The senior official will follow-up with the person to ensure that the informal resolution has been successful.

Faculty members, vice-presidents, administrative department heads, supervisors, residence life coordinators, the Dean, Associate Deans, and the Associate/Assistant Deans and Directors of Student Affairs are required by College policy, to report to the appropriate senior official incidents of discrimination or sexual harassment reported to or observed by them. None of the individuals listed here should convey the report of such an incident to the accused or conduct any investigation. All parties are bound by the *confidentiality* provisions of this policy. All members of the campus community are encouraged to report to the appropriate senior official incidents of discrimination or sexual harassment. Exceptions to this policy are the Dean of Religious Life and the Director of Student Health and Counseling, who are considered confidential advisors.

## **Section C**

### **Decision to File a Complaint**

If after consulting with the senior official or Dean of Students, the faculty, staff or bargaining unit member, or student decides to proceed with filing a complaint he or she will provide the appropriate senior official with a written description of the alleged discrimination or sexual harassment, specifically referring to the section of the policy definition he or she believes has been violated. Presenting the complaint as promptly as possible after the alleged discrimination or sexual harassment occurs is encouraged.

## **Section D**

### **Complaint Accepted For Investigation**

1. If the senior official accepts the complaint for investigation, he or she will provide confidential written notice of receipt of a complaint, as appropriate either to the President, the appropriate member of the President's Senior Staff, to the Chair of the Faculty, or to the Dean of Students, in whose area the *respondent* reports. The notice will clarify the nature of the complaint and identify both the complainant and respondent.

2. The senior official will meet with the respondent and provide him or her a copy of the complaint and a copy of the College's policy and complaint resolution procedures.

The respondent will be advised that any *retaliatory action* taken against the complainant during or after the investigation will subject the respondent to *disciplinary action*.

The respondent must provide to the senior official, within five working days of the date of meeting, a written response to each of the allegations outlined in the complaint. If no response is received within the deadline stipulated the complaint will be considered as verified, and the matter referred to the President for disposition.

3. The complainant and respondent each may have an *adviser* from the College community assist in further actions taken under this policy. The adviser's role is to help the complainant or respondent prepare his or her case, advise on the procedural aspects of the matter, and to be a nonparticipating supporter at any hearing which may occur. The complainant and respondent are expected to speak for themselves, to present their own cases, and to ask and answer questions.

4. The senior official will provide a copy of the respondent's response to the complainant.

5. The senior official may meet with the complainant or respondent individually or may schedule a meeting(s) of both the complainant and the respondent to discuss the complaint and response. Neither the complainant nor the respondent will be required to meet with the other unless the senior official is present.

6. The senior official may interview other individuals he or she identifies or who are identified by either the complainant or the respondent as having information pertinent to the complaint. If the senior official determines that the complaint is of such sensitivity or complexity that assistance may be needed, the official may utilize the Hearing Board assistant of the College Hearing Board. The assistant's role is to meet with the complainant, respondent, and any witnesses they may name, to prepare a report for the use of the senior official.

7. The purpose of the investigation is to establish whether there is a basis for believing that the alleged violation of this policy has occurred. The senior official will prepare a written report for the President based on the complaint, the response (or failure to respond), interviews with the complainant and respondent, and other interviews conducted or materials gathered. The report will include either a finding of discrimination or sexual harassment and a recommendation regarding disciplinary action, or a finding of no discrimination or sexual harassment.

## **Section E**

### **Complaint Not Accepted For Investigation**

1. If upon receipt of the complaint the senior official determines that the allegation outlined in the complaint does not meet the definition of discrimination or sexual harassment he or she will provide written notice to the complainant that he or she does not intend to investigate the complaint. The written notice will clarify the reason the complaint has been rejected for investigation. The President will receive a copy of this communication.

2. The complainant, within five working days of the date of notice, may ask to meet with the President to discuss the decision of the senior official. If the complainant provides the President new or additional information regarding his or her complaint the matter will be referred to the senior official who will reconsider the case.

3. The President may accept the decision of the senior official, or request an investigation by a specially designated senior official. The President will provide written notice of his or her decision to the complainant and to the senior official.

## **Section F**

### **Finding Of Sexual Harassment or Discrimination**

1. When the senior official writes a finding of discrimination or sexual harassment he or she will provide written notice of such finding to the complainant, respondent, and President on the same day.

Should a minor sanction such as an oral or written reprimand be possible against a faculty member, the faculty member may appeal the matter on substantive or procedural grounds to a committee composed of the Executive Council faculty members; the Chair of the Faculty will serve as chair. This Executive Council committee will report its recommendations to the Dean of the College. The Dean will make a written finding to be submitted to the President.

Before imposing a sanction such as probationary status, ineligibility for raise, suspension without pay, or dismissal in a case where an administrative or support staff member is the respondent, the President will advise that employee in writing of his or her right to request that the *Discrimination and Sexual Harassment Hearing Board* be convened, which will consider the matter on substantive or procedural grounds.

The Discrimination and Sexual Harassment Hearing Board's voting chair shall be the faculty member who chairs the College Hearing Board. The Board will be composed of five voting members. Members will be appointed on an "as needs" basis. The President will appoint persons, excluding students, who have not previously been directly involved in the case: one representative from Student Affairs, one member of the executive administration, one each from the employee group (administrative or support staff) of the complainant and the respondent.

The Discrimination and Sexual Harassment Hearing Board will review the written complaint and written response. It will interview the senior official who conducted the investigation. It will interview the complainant and respondent. It will review the findings and recommendation for discipline sent to the President by the senior official. The proceedings of the board are closed to all persons except those directly involved. The chair will maintain a record of the proceedings.

The Discrimination and Sexual Harassment Hearing Board will submit a written report to the President which reflects its findings and if appropriate its recommendation regarding disciplinary action. The President may accept, modify, or reject the finding or recommendation of the Discrimination and Sexual Harassment Hearing Board.

2. The President may accept, modify, or reject the finding or recommendation of the senior official. The President will provide written notice of his or her decision to the complainant, respondent, and senior official.
3. The President will provide written notice to the respondent of any disciplinary action. The specific details of disciplinary action taken against a respondent will not be provided to the complainant. A copy of the President's letter regarding any disciplinary action will be made part of the respondent's personnel file.
4. The senior official will notify the appropriate member of the President's staff, Chair of the Faculty, or Dean of Students of the President's final decision.

## **Section G**

### **Finding Of No Discrimination or Sexual Harassment**

1. When the senior official writes a finding of no discrimination or no sexual harassment, he or she will provide written notice of such finding to the complainant, respondent and the President on the same day. The complainant, within five working days of the date of notice, may ask to meet with the President to discuss the decision of the senior official. If the complainant provides the President new or additional information or procedural irregularities regarding his or her complaint the matter will be referred to the senior official who will reconsider the case.
2. The President may accept, modify or reject the finding or recommendation of the senior official. The President will provide written notice of his or her decision to the complainant, respondent, and senior official.
3. The senior official will notify the appropriate member of the President's Senior staff, Chair of the Faculty, or Dean of Students of the President's decision.

## **Section H**

### **Retaliation**

Complaints of retaliation should be filed with the appropriate senior official. The complaint must include detailed information regarding the allegation sufficient to allow for a complete investigation. The senior official will follow steps 1-7 outlined under "Complaint Accepted for Investigation."

## *Definitions*

**Anniversary Date:**

The date you began working for the College.

**Calendar Year:**

The calendar year runs from January 1 through December 31.

**Dependent(s):**

An eligible, dependent child can be your natural child, a legally adopted child or a child placed with you for adoption, a stepchild, a foster child of your domestic partner who meets certain requirements, including that the child is:

- not married and either under 19 years of age or under 25 years of age and a full time student;
- totally and permanently disabled, either physically or mentally. If this is the case, the disability must have existed before the child was age 19, and the dependent must have had continuous health coverage with us since on or before that birthday.

**Domestic Partner:**

- your unmarried life partner;
- who must be at least 18 years of age;
- who is not married under applicable state law;
- who is not a relative of the employee;
- who has lived together with the employee for at least six consecutive months (unless constraints due to employment have prevented the sharing of a common residence) with the intention to continue to do so indefinitely;
- who is the sole domestic partner of the employee indefinitely;
- who is jointly responsible with the employee for each other's welfare.

**Eligible Employee**

A regular or term faculty or staff member whose appointment is half-time equivalent (1,000 hrs per year) or more in a fiscal year.

## **Employees:**

There are three categories of employees, identified by the number of hours worked per week and the number of months worked per year.

- **Regular:** not a term or temporary position.
- **Term:** normally scheduled to fill a position of limited duration (typically the equivalent of less than an academic year).
- **Temporary:** normally scheduled to fill a position of limited duration (typically the equivalent of less than an academic year).\*
- **Full-time:** works at least 37.5 hours per week per academic year.
- **Part-time:** works fewer than 37.5 hours per week.

\*Not eligible for benefits.

## **Exempt Employees:**

Employee who is not subject to the Fair Labor Standards Act (FLSA) and therefore does not receive overtime based on hours worked and is paid a set amount (salaried) each month.

## **Fiscal Year:**

The College's fiscal year runs from July 1 through June 30.

## **Immediate Family Members:**

Spouse or domestic partner, child, parent, sibling, in-laws (parent, brother, sister), "step" (parent, brother, sister, child), grandparent or grandchild of an employee.

## **Non-exempt Employees:**

Employee who is subject to the Fair Labor Standards Act (FLSA) and therefore is required to report hours worked and is paid overtime for hours worked in excess of 40 in a week.

## **Retire:**

Cease working for the College at the age of 60 or older with no intention of returning to work for the College in a regular capacity.

## **Spouse:**

An employee's partner in a legal marriage.

## **Work Day:**

Most regular full-time staff are scheduled to work eight hours per day, exclusive of the meal period.

### **Work Hours:**

Most regular staff are scheduled to work their hours in a day that begins at 8:00 a.m. and ends at 5:00 p.m. A one-hour lunch break is scheduled between noon and 1:00 p.m.

### **Work Week:**

The College work week runs Sunday through Saturday. Most office/technical staff work a five-day period, Monday through Friday.