

# Christian Brothers University

## Memphis, Tennessee

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Employee Handbook

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## **ORGANIZATION AND MISSION**

### **Forward**

The purpose of this handbook is to describe CBU's personnel policies and procedures that affect employees. Any procedure contained within this Handbook is strictly intended to provide all faculty, administrators, and staff with a general framework for addressing and/or resolving various situations that may arise. Reasonable efforts have been made to cover all the important matters and to ensure that the contents are accurate. If areas of policy are not stated clearly or if ambiguities or inconsistencies appear to exist, appropriate CBU officials will make clarifications or decisions.

CBU reserves the right to change, alter, remove and/or amend all procedures, policies, and regulations contained within this Handbook at any time, and at the sole discretion of the Administration, whenever such changes are deemed necessary, and without prior notice or cause. CBU will give notice of changes of information, policy, and procedure to faculty members, administrative personnel, and staff as quickly as possible.

This handbook will be revised from time to time to provide up-to-date information, including changes in policies and procedures. Suggestions for changes should be addressed to the Human Resources Department. While every effort has been made to anticipate questions, some special problems or situations may not be thoroughly covered. When such occasions arise, employees should not hesitate to discuss them with their immediate supervisor, department/unit head, or the Human Resources Department staff.

This handbook is not the only document containing personnel-related and other policies of CBU. Approved policies are published in other handbooks and manuals such as the CBU Faculty Handbook, and the CBU Administrative Policies and Procedures Manual. There may be recently approved policies, which are not yet published in any manuals. This handbook should not be used as a sole indication of whether CBU has a policy covering a particular subject. If further clarification or information is needed concerning the existence of a specific policy, contact the Human Resources Department.

### **Institutional Mission**

Christian Brothers University is a Catholic university in the student-centered tradition of the De La Salle Christian Brothers. CBU fosters academic excellence in a range of programs to prepare students from all faiths and backgrounds for careers and lives informed by the Lasallian values of faith, service, and community.

### **Institutional Identity**

Christian Brothers University is a Catholic university founded on the heritage of Lasallian education. While large enough to provide educational opportunities in the arts, business, education, engineering, and sciences, the university is small enough to promote teaching as ministry and to provide challenging student-centered learning and personal growth. Students of diverse cultures and religious traditions are encouraged to grow in their own faith. The university welcomes students into an educational community of faith and service, one that is committed to academic excellence, the betterment of society and the care of God's creation.

## **Accreditation and Recognition**

Christian Brothers University is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award the associate degree, the bachelor's degree, and the master's degree.

SACSCOC  
1866 Southern Lane, Decatur, Georgia, 30033-4097  
Ph. (404) 679-4501

The university is approved by the State Department of Education of Tennessee as a Teacher Training Institution. CBU is a member of the National Catholic Educational Association and the Tennessee Association of Colleges. Most programs are approved for veterans' training.

A full list of the university's accreditations is available at this link:

<https://www.cbu.edu/about/accreditation>.

## **BEGINNINGS OF THE UNIVERSITY**

### **Lasallian Tradition**

The Christian Brothers (Fratres Scholarum Christianarum, or F.S.C.), a community of vowed religious living together as a witness to the Gospel message, were founded by St. John Baptist De La Salle in 1680 in Rheims, France in answer to the serious need for the Christian education of the sons of poor and working-class families. His efforts proved successful, and in order to expand the influence of his endeavors, together with his Christian Brothers, he founded the first schools for the training of teachers in Europe.

Presently, the Brothers of the Christian Schools form a teaching congregation of about 4,000 Brothers, who together with 90,000 men and women teachers and numerous other Lay associates, help in running 1,000 education centers in 79 countries. In the United States, the Brothers operate six colleges and universities and 100 schools located in 23 states and the District of Columbia.

While the Brothers have determined the character and academic growth of the university for over one hundred years, they now share a significant aspect of those roles with other dedicated faculty and staff who embrace the tradition of responding to the educational, personal, and spiritual needs of young adults.

Christian Brothers University of Memphis continues the Lasallian tradition of innovation and flexible responsiveness to the spirit and demands of contemporary society while remaining faithful to its religious and academic heritage.

### **History of CBU**

Christian Brothers University was founded November 19, 1871, by the Brothers of the Christian Schools at the request of Bishop Feehan, the clergy of Memphis, and other interested citizens. Christian Brothers University was granted a charter as a degree-granting college on July 20, 1872. It was located in downtown Memphis at 612 Adams Street.

The institution functioned as an elementary school, high school, and college, granting high school diplomas as well as bachelor's degrees and master's degrees from 1871 to 1915 at which time the college division was suspended. When it moved to its present campus on East Parkway in 1940, the school reopened as a junior college and began granting the Associate of Arts degree.

In 1953, the junior college became a four-year institution to better serve the needs of the Memphis community. The four-year curriculum began with degrees in business administration and electrical engineering and was soon expanded with degrees in four areas or divisions: Arts, Business, Engineering, and the Sciences.

Teacher Preparation Programs in Secondary Education began in 1969.

Christian Brothers University became co-educational in 1970. Currently, women make up approximately half of the undergraduate student body.

An accelerated Evening Program offering a degree in Business Administration was opened in 1978 to meet the needs of the adult student. The Center for Telecommunications and Information Systems was set up in 1985.

Programs at the graduate level were re-instituted when the master's program in Telecommunication and Information Systems began in 1987. The Master of Business Administration and the Master of Engineering Management programs were added in 1989.

The name of the institution was officially changed to Christian Brothers University in June 1990.

In 1995, CBU joined the Gulf South Conference of NCAA, Division II.

A chronological listing of the changes in the university includes

- 1964. The high school moved to Walnut Grove Road.
- 1970. The institution became co-educational with the enrollment of women from Siena College.
- 1978. The Evening Program for working adults was added (now the College of Adult Professional Studies).
- 1985. The Center for Telecommunications and Information Systems was created (now Information Technology Services and the
- 1986. Nolan Hall was constructed to consolidate School of Engineering offices and to increase classroom and laboratory space.
- 1986. Buckman Quadrangle constructed.
- 1989. Began Master of Engineering Management and Master of Business Administration programs.
- 1990. The name was changed to Christian Brothers University.
- 1992. The campus was enhanced with the construction of Buckman Hall and a number of campus improvements.
- 1997. Master of Education established.
- 1999. New Resident Student Apartments constructed.
- 2001. Began Master of Arts in Teaching and Master of Science in Educational Leadership programs.

- 2002. Lady Buccaneers won NCAA DII National Women's Soccer Championship.
- 2003. St. Benilde Hall renovated for engineering labs.
- 2004. De La Salle Gymnasium renovated, renamed De La Salle Hall; new Canale Arena opened.
- 2007. CBU Theatre renovated and renamed University Theater.
- 2008. Cooper-Wilson Center for Life Sciences construction completed.
- 2008. Assisi Hall Science Learning Center renovation completed.
- 2010. Master of Accountancy Program established.
- 2011. Living Learning Center construction completed.
- 2011. RN to BSN Nursing Program established.
- 2011. Physician Assistant Studies (MSPAS) Program established.
- 2014. New College of Adult Professional Studies established.
- 2017. Rosa Deal School of Arts construction completed on the former site of Kenrick Hall.
- 2017. Master of Science in Computer Information Systems and Master of Business Administration in Healthcare Management programs established.
- 2019. Center for Community Engagement began.
- 2019. Center for Entrepreneurship and Innovation began.
- 2021. Master of Science in Data Science established.

## LEARNING ABOUT CBU

### 1.1 New Employee Orientation

All new faculty and staff are introduced to CBU through a one-on-one orientation program conducted by the Human Resources Department either prior to the first day of employment, or on the first day of employment. This orientation is an important part of the introduction to CBU. Personnel policies and benefits are discussed, and benefit enrollment forms are available through the Benefits Enrollment portal in Employee Navigator. Review of various system access and onboarding documents are completed during orientation.

All newly hired employees are required to attend a university on-boarding which will be conducted monthly. The time and location of this orientation will be announced at least two weeks in advance to allow for departments to plan for all new employees to attend. In this session new employees will have an opportunity to meet with various department leaders throughout the university, including Vice Presidents, and learn how each area is structured.

Newly hired employees are required to complete various training programs depending on their job duties and description. All CBU employees are required to complete Sexual Harassment and Discrimination, Diversity, and FERPA Training. Information on these mandatory training programs will be provided in the New Hire Packet. Employees who do not complete mandatory training within designated time may be suspended without pay until completed.

## **1.2 Information Available in Each Department**

Specific information such as work assignment, work hours, and departmental policies will be provided by supervisors or managers in the specific department or unit in which the employee works.

## **1.3 Publications**

Several publications may be of interest to employees of CBU.

- CBU Events Calendar: A calendar of upcoming events at CBU posted on the CBU website.
- CBU Connection: Weekly newsletter sent to faculty, staff, and students via email; highlights special accomplishments, news, and events.
- Alumni magazine relating news about the university, including special achievements of students, graduates, faculty, and staff.

## **1.4 Job Posting**

When a job vacancy becomes available within a department the notice of the job vacancy will be advertised. Employees are eligible to apply for internal job postings after six (6) months of continuous employment.

The Human Resources Department will advertise the position description on CBU's website under Human Resources Careers section. The description will contain essential requirements of the position including any specific education, skills, experience, and training for that job.

Interested employees should apply for the available positions.

## **1.5 Bulletin Boards**

Bulletin boards and/or bulletins are placed in various areas throughout CBU's campus. These are intended for official and semi-official information that may be of interest to the campus. Employment related Bulletin Boards are located outside of the Human Resources Department located in the Thomas Center.

# **TYPES OF EMPLOYMENT OFFERED AT CBU**

## **2.1 Employment Categories**

### **2.1.1 Full-time Regular Employees**

These are non-instructional individuals who regularly work 30 hours or more per week for a minimum of nine consecutive months from their date of hire. Such employees are entitled to full CBU benefits and privileges of employment.

### **2.1.2 Full-time Temporary Employees**

These are non-instructional individuals employed 30 hours or more per week but whose employment has an expected termination date of less than nine consecutive months from their date of hire. Employees in this category are not eligible for PTO, holidays, STD, or insurance benefits.



### **2.1.3 Part-time Regular Employees**

These are non-instructional individuals employed less than 30 hours per week who have no pre-set expected length of employment. Employees in this category are not eligible for PTO, holidays, STD, or insurance benefits.

### **2.1.4 Part-time Temporary Employees**

These are non-instructional individuals employed less than 30 hours per week and who have an expected termination date of less than nine consecutive months from their date of hire. Employees in this category are not eligible for PTO, holidays, STD, or insurance benefits.

### **2.1.5 As-Needed Employees**

These are non-instructional individuals who have no pre-set work schedule and who may be expected to report to work on an irregular or as needed basis and who average less than 30 hours per week. Employees in this category are not eligible for PTO, holidays, STD, or insurance benefits.

## **CBU EMPLOYMENT BENEFITS**

### **3.1 Insurance Benefits (Eligible Employees)**

#### **3.1.1 Health Insurance**

Employees are eligible for CBU's group health plan on the first day of the month following the date of hire. Anyone who does not join within 30 days from date of hire will be allowed to join only during an annual open enrollment period that will be announced by CBU's Human Resources Department. As a benefit to employees, CBU pays the majority of the premium.

Other times during which employees may enroll or change coverage include the 30-day period immediately following marriage, divorce, legal separation, birth or adoption, change in employment status, change in dependent status, death, or becoming ineligible for coverage under a spouse's insurance plan.

Coverage under the group health plan will cease on the last day of the month in which employment is terminated. A person may, however, be eligible to continue group coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA) for an additional 18 months (29 months for employees with disabilities) by paying the full group rate plus an administrative charge.

Because the exact coverage and premium costs are variable from year to year, they are not included in this handbook. Information may be obtained in the Human Resources Office.

#### **3.1.2 Vision Insurance**

Vision insurance is available for enrollment for eligible employees. An employee may join the vision plan the first day of the month following the date of hire. If an employee does not join within 30 days from date of hire, they will be allowed to join only during an open enrollment period that will be announced by CBU's Human Resources Department. As a benefit to employees, CBU pays the majority of the premium.

Coverage under the vision plan will cease on the last day of the month in which employment is terminated. A person may, however, be eligible to continue group coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA) for an additional 18 months (29 months for employees with disabilities) by paying the full group rate plus an administrative charge.

Because the exact coverage and premium costs are variable from year to year, they are not included in this handbook. Information may be obtained in the Human Resources Office.

### **3.1.3 Dental Insurance**

Dental insurance is available for eligible employees. Employees are eligible to join the dental plan the first day of the month following the date of hire. If an employee does not join within 30 days from date of hire, they will be allowed to join only during an open enrollment period that will be announced by CBU's Human Resources Department. As a benefit to employees, CBU pays the majority of the premium.

Coverage under the dental plan will cease on the last day of the month in which employment is terminated. A person may, however, be eligible to continue group coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA) for an additional 18 months (29 months for employees with disabilities) by paying the full group rate plus an administrative charge.

Because the exact coverage and premium costs are variable from year to year, they are not included in this handbook. Information may be obtained in the Human Resources Office.

### **3.1.4 Flexible Spending Accounts**

Flexible spending accounts are available to eligible employees. Flexible spending accounts are reimbursement accounts that permit employees to use their pre-tax dollars to pay for eligible expenses.

There are two categories of spending accounts: health care and dependent care assistance. Employees may enroll in the flexible spending accounts when they are eligible for enrollment in the group health plan or during an open enrollment period each year. Information concerning this benefit is available from the Human Resources Office.

### **3.1.5 403(b) Plan**

CBU partners with TIAA to offer a supplemental retirement plan (403(b)). Employees who wish to participate in the 403(b) plan will have pretax dollars deducted from their pay. To participate, employees must complete a payroll deduction form.

Millennium Advisory Services financial advisors provide participant education, investment advice, financial/retirement planning and managed account option for participants.

### **3.1.6 Life Insurance**

CBU provides financial protection for your beneficiary(ies) by paying a benefit in the event of your death. The amount your beneficiary(ies) receive is based on the amount of coverage in effect just prior to the date of your death according to the terms and provisions of the plan. The benefit is two (2) times annual earnings. All amounts are rounded to the next higher multiple of \$1,000.00. Upon employee reaching age 70 the amount will be 65% of two (2) times annual earnings.

### **3.1.7 Accidental Death and Dismemberment Insurance**

CBU provides accidental death and dismemberment insurance for your beneficiary(ies) in the event of your accidental death. The amount your beneficiary(ies) receive is based on the amount of coverage in effect just prior to the date of your death according to the terms and provisions of the plan. The benefit is two (2) times annual earnings. All amounts are rounded to the next higher multiple of \$1,000.00. In the event of an accidental death, your beneficiary(ies) may be eligible for both the life insurance and ADD death benefits. Upon employee reaching age 70 the amount will be 65% of two (2) times annual

earnings. In the event of accidental dismemberment, benefits are paid according to a specified loss schedule.

**3.1.8 Long-term Disability Insurance/Retirement Due to Disability**

All employees are covered by long-term disability insurance (salary continuation) which provides for employees to receive 60% of their base pay (\$5000.00 monthly maximum) should they become unable to work due to extended illness or injury. The premiums for this insurance are paid entirely by CBU.

**3.2 On-the-Job Injury**

All full-time and part-time employees are covered by Worker’s Compensation Insurance. In the event of an accident on the job all medical expenses are covered as required under Tennessee’s Workers Compensation Regulations It is imperative that all injuries, regardless of the severity, occurring on the job and requiring medical treatment be reported to Campus Police & Safety and the Human Resources Department as soon as possible, but in no case later than the next working day after the accident.

If an employee is out of work for less than 7 days, they must use PTO to be paid. If an employee is out for more than 7 days, they will be paid by the State of Tennessee Worker’s Compensation fund at 66 percent of their base pay for the duration of their absence due to the on-the-job injury.

**3.3 Paid Time Off (PTO) and Holidays**

**3.3.1 Paid Time Off (PTO)**

CBU provides a flexible paid time off program for regular full-time non-faculty employees. CBU strongly encourages all eligible employees to utilize their paid time off for rest and relaxation. Employees are expected to manage this time responsibly. The paid time off benefit (PTO) allows you to receive your current base rate of pay for days off work used for:

- Vacation
- Personal and family illness
- Personal business

Upon hire, CBU employees are granted 15 days of PTO which must be used by their next anniversary date. Thereafter, employees are granted PTO annually on their anniversary date. Each employee will receive a PTO grant on their anniversary date based on years of service.

PTO is granted as follows:

<i>Period of Service</i>	<i>Days</i>
1 year .....	15
2 years .....	16
3 years .....	17
4 years .....	18
5 years .....	19
6 years .....	20
7 years .....	21
8 years .....	22
9 years .....	23

10 years .....	24
11+ years .....	25

- PTO granted must be used before the anniversary date of the following year.
- PTO does not carry over beyond the following anniversary date.
- Non-exempt employees may take PTO in hourly increments.
- Exempt employees may take PTO in half day increments (3.75 hours)
- Employees may not receive payment in lieu of PTO.
- Employees will be paid holiday pay and not PTO pay if a recognized holiday falls during the employee’s PTO.
- Employees must use PTO for any unpaid absences.
- PTO must be scheduled with and approved by the immediate supervisor.

**3.3.1.5 Paid Time Off (PTO) Employees Hired Prior to June 2, 2020**

In certain cases, employees hired prior to June 1, 2020, may have a bank of PTO hours that can be carried over until used or the employee separates from service. Those hours will be noted separately in employee pay stubs. When an employee separates from service this bank of unused PTO hours will be paid out on the final paycheck.

**3.3.2 Holidays**

Employees are granted up to eighteen (18) days off each fiscal year with pay for observance of regularly scheduled holidays such as Christmas Eve, Christmas Day, Thanksgiving, Independence Day, Labor Day, New Year’s Eve, New Year’s Day, Martin Luther King Day, Easter Holidays, Memorial Day, and Juneteenth. The President, at the beginning of each fiscal year, sets the specific dates for these holidays. A holiday calendar is posted on the bulletin board outside the Human Resources Office. Copies of this calendar are also given to all department heads at the beginning of each fiscal year.

**3.4 Educational Benefits**

**3.4.1 Employee Training and Development**

Each year CBU schedules various employee training classes, such as software technology updates or refresher classes. These classes are provided by CBU at no cost to employees on an as needed basis. Department supervisors will make the necessary arrangements for scheduling appropriate employees in these classes.

**3.4.2 Tuition Remission Policy for CBU Employees and Dependents**

*Undergraduate Programs/Classes for Employees*

1. After a period of six (6) months of employment, all full-time employees are eligible for full tuition remission for undergraduate classes up to a maximum of six (6) credit hours/semester and eighteen (18) credit hours/academic year.
2. Employees who work less than full time (1950 hours per year for employees constitutes full-time employment), but at least twenty (20) hours per week are eligible for one hundred percent (100%) tuition remission for up to 3 credit hours per semester and 9 credit hours per academic year of undergraduate courses after two (2) years of employment and a minimum of 2,000 hours worked or



(5 semesters taught if they are faculty members).

#### *Employee Spouse and/or Dependents Remission Program*

3. Upon completion one (1) year of full-time employment, an employee's spouse or dependents qualify for one-half (50%) remission for up to eighteen (18) credit hours per semester.
4. Completion of two (2) years of full-time employment qualifies a spouse and dependents for full (100%) remission of tuition for eighteen (18) credit hours per semester.
5. Nieces and nephews of members of the Christian Brothers Order who are currently employed full-time at CBU are eligible for undergraduate tuition remission according to the number of years worked.

#### *Retirees*

6. All retired employees with at least 10 years of service and who are 55 years old, along with their spouses and dependent children, are eligible for tuition remission benefits as set forth in paragraphs 1-5 above, depending on whether the retired employee was a full-time or part-time employee.

#### *Policies/Graduate*

1. After a period of six (6) months of employment, all full-time employees are eligible for full tuition remission for graduate classes up to a maximum of six (6) credit hours/semester or eighteen (18) credit hours/academic year.
2. After two (2) years of full-time employment, spouses and dependents are eligible for one-half (50%) remission for graduate classes up to a maximum of six (6) credit hours per semester.
3. All full-time Resident Directors and Graduate Assistants (by virtue of their employment) are immediately eligible for 100% tuition remission for up to six (6) credit hours of graduate level work per semester and eighteen (18) hours per academic year. Depending upon international visa requirements, additional hours per semester may be granted on an individualized basis. Spouses or dependents of these employees are not eligible for any tuition remission.

#### *Policies/General*

1. Spouse and dependent children status will be determined by IRS definition.
2. Termination of employment (whether voluntary or involuntary) will result in the immediate termination of remission benefits for the employee and his/her dependents. If this termination occurs prior to the end of a semester or term, the employee will be responsible for the payment of any tuition/fees applicable for the remainder of the semester or term unless other arrangements are made with the Executive Vice President/Administration and Finance. The final date of employment will be used for purposes of calculating the pro-rated amount due.
3. Reduction of hours to less than full-time employment status constitutes an immediate change in eligibility for remission benefits available to a part-time employee. If this change in employment occurs prior to the end of a term or semester, the employee will be responsible for the payment of any tuition or fees applicable for the remainder of the semester or term unless other arrangements are made with the Executive Vice President for Administration and Finance.
4. If an employee/dependent becomes eligible for remission after the beginning an academic semester or term, benefits will not be applicable until the beginning of the next semester or term.

5. Employees, spouses, or dependents who receive full remission benefits are not eligible for any other institutional financial aid, including work study.
6. Tuition remission scholarship is a last-dollar scholarship, meaning it will cover the cost of tuition not met by Pell, Hope, or the Tennessee Student Assistance Award. Please note, fees and housing are additional costs and not included in the tuition remission scholarship calculation.
7. If a dependent was awarded an institutional scholarship/grant prior to being eligible for tuition remission, the dependent's institutional aid will be reduced by at least one-half (50%) during the first year he/she receives the remission allowance. At no time will the remission benefit and the institutional aid exceed the total cost of tuition.
8. Employees or their dependents (including nieces/nephews of Brothers) who are interested in taking part in the Tuition Remission Program and who plan to enroll in an undergraduate degree program for a minimum of 6 semester hours per semester must complete a FAFSA (Free Application for Federal Student Aid) before they begin classes and are allowed to participate in the program. In the event that the student is eligible for any direct Federal or State grant(s) as a result of their FAFSA application, the student's Tuition Remission allocation against their university charges will be reduced by a corresponding amount.
9. Employee's spouse or their dependents (including nieces and nephews of Brothers) who are Tennessee residents and who plan to enroll in an undergraduate degree program at CBU must apply for the Tennessee Education Lottery Scholarship (TELS/HOPE) before they are allowed to begin classes and to participate in the program. If the spouse or their dependents are deemed eligible for participation in the TELS Program and should they receive an award, their Tuition Remission allocation against their tuition charges will be reduced by a corresponding amount.
10. The Executive Vice President for Administration and Finance will be responsible for the final interpretation of all remission policies.

#### *Provisions and Conditions*

1. All fees and other expenses incurred are the responsibility of the employee or dependent.
2. Dependents who enroll in more than eighteen (18) credit hours per semester are responsible for the per credit hour cost related to this course load.
3. Employees or dependents who have an unpaid balance on their student account may neither register for a new term of classes nor be eligible for tuition remission until their account is paid in full.
4. Tuition Remission for employees and/or their dependents is NOT applicable to the Master of Science in Physician Assistant Studies.
5. The employee or dependent wishing to receive a tuition remission must first, if they have not done so already, contact the appropriate admissions office for acceptance to the university.

#### **3.4.3 Tuition Exchange Program and (CIC-TEP)**

The Tuition Exchange Program (TE) and The Council of Independent Colleges (CIC-TEP) provide a reciprocal scholarship exchange program for family members of full-time faculty, staff, and Brothers among its members of over 700 prestigious colleges and universities around the world. After completing one (1) year of continuous employment, full-time employees are eligible to participate.

Employees and their immediate family members are eligible to apply for a significant discount on tuition to other schools within the Tuition Exchange/CIC-TEP networks. Depending on your destination, tuition

may be fully covered or significantly reduced. All students must apply for admission to the institution they wish to attend, and that institution determines admission and the award selection process. For more information, contact the Human Resources Department or Financial Aid.

### **3.5 Services and Discounts**

#### **3.5.1 Automatic Paycheck Deposit**

Automatic paycheck deposit is available for employees. To initiate automatic payroll deposit, an employee should complete a direct deposit form and provide Human Resources with a copy of a canceled personal check or other bank document with account and routing information.

#### **3.5.2 University Bookstore**

Employees of CBU are given a 20% discount on many items in the campus bookstore. Employees should ask the bookstore about the specific items that are covered by this discount.

#### **3.5.3 Athletic Events**

Employees may attend regular scheduled season athletic events on campus without paying admission fees. This will also apply to one accompanying immediate family member. (Because of NCAA Division II regulations this benefit will not apply to playoffs.)

#### **3.5.4 Cafeteria**

CBU offers employees a choice of three dining options on campus for their convenience. Two locations for dining are in the Thomas Center, and one is in De La Salle Hall.

**The Buccaneer Snack Bar** (Thomas Center, lower level)

Monday – Friday, 10:00 a.m. – 11:00 p.m.

**Alfonso Dining Hall, Cafeteria Style** (Thomas Center, upper level)

*Monday - Friday*

Breakfast 7:30 - 10:00 a.m.

Continental 10:00 - 11:00 a.m.

Lunch 11:00 - 1:30 p.m.

Salad & Sandwich 1:30 - 4:30 p.m.

Dinner 4:30 - 7:00 p.m. (Friday at 6:30 p.m.)

*Saturday - Sunday*

Brunch 10:45 a.m. - 1:30 p.m.

Salad & Sandwich 1:30 - 4:30 p.m.

Dinner 4:30 - 6:30 p.m.

**Canale Cafe** (De La Salle Hall)

Irregular Hours during the week, open for all games in Canale Arena

#### **3.5.5 Parking**

All employees have free parking privileges. Specific areas are designated for use by faculty and staff members and are identified on the map provided in the back of this handbook. All employees are required to register their vehicle(s) and display a Faculty/Staff decal. Parking decals are available from the Campus Police and Safety Office.

#### **3.5.6 Printing Services**

Printing Mail Services is located in St. Joseph Hall. It provides a complete line of reprographic services

to meet the professional and personal needs of CBU employees. Services offered include photocopying, offset printing, binding, and finishing, and courier service.

### **3.5.7 Swimming Pool Privileges**

The CBU swimming pool may be enjoyed during designated hours by employees and members of the employee's immediate family. An employee identification card is required. Designated hours and days are posted at the pool.

### **3.5.8 Service Awards**

CBU recognizes all full-time regular employees at the end of their fifth year of continuous service and every five years thereafter at an annual service awards program. If an employee changes status to less than full-time regular or leaves CBU's employment, the employee's new service date will be the date of re-hire or re-classification to full-time regular.

## **PERFORMANCE EXPECTATIONS**

### **4.1 Introductory Period and Performance Management**

#### **Three-Month Introductory Period**

During the initial three months introductory period of employment at CBU, an employee's performance and adherence to CBU policies and procedures will be closely monitored. Supervisors will note good performance as well as unsatisfactory performance. During this time, employees will learn about their assignments and will determine whether they are satisfied with their position. At the same time, supervisors will have the opportunity to determine the suitability of new employees for their positions. As with any time during an employee's time with CBU, if performance is not satisfactory, employees are subject to disciplinary action, up to and including termination.

#### **Performance Management**

Because Christian Brothers University (CBU) is a great place to work, we attract, develop, and retain a highly talented and inclusive workforce. To remain a great place to work, it is important to contribute daily to exceed our internal and external customers' needs, as well as deliver on our university objectives.

Supervisors will work with employees to help them learn their job and will provide feedback on what they are doing well and how they can improve their performance. While this occurs formally during the annual review process, the immediate manager may provide feedback on employee performance on a more frequent basis. It is important that managers recognize employee successes and help them improve when needed.

Employee performance management should take into consideration three areas:

#### *Employee Recognition and Feedback*

Encourage good behavior with praise and recognition or discourage poor performance with constructive criticism.

#### *Employee Development*

Provide the employee with guidance to strengthen weaknesses and to properly utilize existing strengths.



### *Career Coaching and Succession Planning*

Provide the forum to discuss potential or existing internal opportunities that may be available in their field of expertise.

## **Performance Review**

### **Criteria**

Performance management is a means of measuring performance and sharing the standards with each employee being supervised at the beginning of the performance evaluation period. Forms and guidelines can be accessed from your manager. Job standards provide employees behavioral guidelines which are needed to accomplish their tasks, as well as provide a basis for fair and objective. The performance standards are again reviewed at the end of the evaluation period. Documentation of your performance results against the job standards is what completes the performance review cycle

### **Level of Review**

Once managers have compiled information and completed the initial evaluation for an employee, it is required to obtain a second level of validation from Human Resources. The purpose of the second level review is to ensure that the evaluation is an accurate, fair and objective description of the work performed by the employee.

### **Timing**

It is recommended that all newly hired or transferred employees meet with their supervisors after the first 90 days in their new position to discuss and review their performance and expectations. After the initial meeting to review and set expectations, annual reviews should be completed no later than July 31 of each calendar year.

## **Categories for Staff Management Review**

### **1. Managerial**

Staff having responsibility for the direction of one or more other employees. Employees may also be defined as contract workers.

### **2. Administrative/Non-Managerial**

Staff having primary responsibility of administration of departmental day-to-day routine operation. Although he/she may lack responsibility of directing other staff, he/she may direct Work Study Students.

### **3. Hourly/Non-Exempt**

Non-professional duties often may be repetitive, allowing little variance from assigned tasks.

## **Performance Standards**

If employees are having trouble performing their job duties, the employee and manager should discuss the concerns and what steps they should take to improve and to maintain an acceptable level of performance. If employees continue to demonstrate an unsatisfactory level of performance, their supervisor may develop a Performance Improvement Plan (PIP) outlining what they should do to meet expectations.

- Examples of not meeting performance standards are:

- Failing to meet the expectations of performance outlined in your job description.
- Failing to meet stated goals, objectives, work plans, project deliveries and standards.
- Failing to demonstrate proficiency in one or more competencies required for the position.
- Receiving an overall unsatisfactory rating on your Annual Performance Review.

### **Performance Improvement Plan**

The PIP process, when appropriate, is designed to assist employees and their supervisor in addressing performance results and/or critical behaviors that do not meet the expected level of contribution to CBU's success.

The goal of the PIP is to improve employee performance by:

- Ensuring that employees clearly understand the specific results and/or critical behaviors that should be achieved.
- Providing employees and their supervisor with the opportunity for joint discussion, feedback, and action planning.
- Ensuring employees understand the consequences of failure to meet performance expectations.

If an employee has concerns or questions, it is important that they discuss these with their supervisor during the meeting. It is also important that employees make their supervisor aware if they need assistance or additional training in order to meet the goals of the plan. If appropriate and reasonably feasible, supervisors will work with employees to provide this assistance.

The Performance Improvement Plan (PIP) will define a timeline for employees to demonstrate improvement to an acceptable level of performance, (e.g., 90 days). The timeline will vary depending on the actions identified in the plan.

During this period, supervisors will let employees know if their performance is improving to a satisfactory level or whether there are still areas for further improvement. If an employee disagrees with their supervisor's evaluation of their performance, they should contact Human Resources.

The PIP process escalates through successive steps if employee performance does not improve to an acceptable level. Once the appropriate level of performance has been reached, the PIP process can stop; however, improvement must be sustained, or the plan may be reinstated or further action taken. Detailed descriptions of each step are available in the Performance Management Procedure.

<b>STEPS TO THE PIP</b>	<b>General Guidelines for the Timing &amp; Duration of Each Step:</b>
Performance Discussion	Verbal Coaching Discussion (May lead to a formal PIP if performance does not improve)
1. Corrective Plan/Written Warning	15-30 days after Coaching Discussion (at the time your manager begins the PIP process with you)
2. Written Warning Follow-up	15-30 days after the Corrective Plan/Written Warning is issued

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STEPS TO THE PIP	General Guidelines for the Timing & Duration of Each Step:
3. Final Written Warning Follow-up	15-30 days after Written Follow-up
4. Potential Dismissal	15-30 days after Final Written Follow-up

The steps and the duration of each step are determined at Christian Brothers University's discretion and may be shortened or lengthened from the guidelines in the chart above.

## 4.2 Personnel Records

Employee personnel records are maintained in the CBU Human Resources department. As required by law, some records pertaining to employees are maintained in separate files relating to medical issues and internal investigations.

Current employees may request access to their basic personnel file. All requests for access to your personnel file must be provided in writing to Human Resources. Upon receipt of your written request, Human Resources will schedule an appointment for you to view your file during normal office hours. For purposes of this policy, your personnel file includes records related to performance and training as well as other records used for hiring, promotion, wage changes, tax deduction information and disciplinary decisions. It will not include any reference checks, medical records, or investigation files. Employees are not permitted to remove any documents from the personnel file but may provide a written response to any document in the personnel file. Written responses will be attached to the original document in the personnel file.

Employees may request copies of documents in their personnel file. Requests for copies must also be made in writing to Human Resources.

## 4.3 Notification of Change of Name, Address, etc.

Please notify Human Resources promptly of any changes which need to be made to your records. These include change of name, address, phone number, cell number, marital status, withholding exemption changes beneficiary changes or emergency contact.

## 4.4 Immigration Form I-9

All new employees are required by the provisions of the Immigration Reform and Control Act of 1986 to complete a government I-9 and E-Verify process before, or immediately following, an offer of employment, but prior to beginning to work. This form attests to the individual's eligibility for employment in the United States. Certain specific documents, which will prove eligibility for employment in this country, must be presented to the person processing the application/employment papers. This law applies to all individuals, regardless of employment status, who enter an employee/employer relationship with CBU. CBU uses E-Verify to confirm each employee's legal right to work in the United States.

## 4.5 Working Hours and Attendance

The normal workweek for salaried (exempt and non-exempt) staff is five (5) days per week with a total

of thirty-seven and one-half (37.5) or forty (40) working hours. For employees on hourly wage payroll a normal workweek is five (5) days per week with a total of forty (40) working hours. Hourly employees will receive overtime pay (time and one-half) for any time worked beyond the normal forty (40) hours per week. All hourly and non-exempt employees are required to maintain an electronic signed record of time worked within the applicable time-keeping system.

Punctuality and regular attendance are of vital importance to CBU. All employees are expected to be in their respective areas and ready for work at their starting times and to remain on the job throughout regular work hours. In departments in which work schedules vary, the schedules will be announced or posted as far in advance as possible.

If an absence of work is anticipated, the employee is expected to contact their supervisor or department head directly and advise him/her of the reason(s) for the absence as soon as possible, but not later than 1 hour prior to your scheduled time to report for work.

#### **4.6 Breaks and Rest Periods**

Employees who are scheduled to work for six (6) or more consecutive hours in a workday are required to take at least a 30-minute break, without pay. Work schedule permitting brief 15- minute or less rest periods are allowed. Please note that taking a break or a short rest period depends upon the department and whether the workload will allow a break. Where rest periods are allowed, they are limited to two 15-minute breaks per shift and are paid time.

#### **4.7 Absenteeism and Tardiness**

All employees are expected to report to work in appropriate dress, in uniform if applicable, and to be prepared for duty at the beginning of the work period. Attendance is vitally important to the university, supervisors, and co-workers. The total effort of each department diminishes when a person is not present. Being repeatedly late for or absent from work or being absent from work without good reason jeopardizes any work evaluation and presents grounds for termination. Advance notice should be given to the supervisor when possible.

#### **4.8 Time Records**

All departments use automated systems to report absences, PTO days, and time worked. These time records are the basic source of information for payroll purposes; therefore, time worked must be reflected accurately. Falsification of time records is a serious offense and can result in termination. Time and attendance records should be signed electronically by the employee and then verified by supervisors and department heads for accuracy. No changes, corrections, or notations are to be made on the time records except with the approval of a department head or supervisor.

An employee who clocks another employee in or out or who requests that another employee clock him or her in or out may be subject to dismissal.

Non-exempt employees are not permitted to work before or after their scheduled times unless authorized by their department. There must not be a deviation from this policy except at the direction of the employee's supervisor or department head.



## **4.9 Licensure and Registration**

When licensure or registration is required before performance of certain duties, it is the employee's responsibility to acquire and renew such license or registration. Included in this requirement is a state drivers' license for some positions. Failure to renew or maintain a license or registration required to perform a specific job may result in discharge.

## **4.10 Dress Code**

The impression employees create on students and the public is very important to CBU's daily operations. Personal appearance should be professional with all attire or uniforms being appropriate for the department and job.

## **4.11 Performance Evaluations**

A performance review will be completed at the end of the introductory period and a performance evaluation will be completed annually for all non-instructional employees. The purposes of the performance evaluation are to provide an opportunity for employee and manager discussion as it relates to job expectations and goals for improved performance. Additionally, performance evaluations provide performance history which may be considered in promotions, transfers, or other personnel decisions.

Copies of all performance appraisals are completed using the on-line system. The Human Resources Department may print copies for filing in the employee's personnel file.

## **4.12 Promotions and Transfers**

There are two types of promotion or transfer: internal and interdepartmental.

An internal promotion is a move to a higher-level position within the department. An interdepartmental promotion is a move to a higher-level position in another department.

CBU encourages transfers for promotions, though lateral transfers are permitted. Acceptance of a lateral transfer to another department may not warrant an increase in salary.

Except in unusual circumstances, the employee must satisfactorily complete six months of continuous service at the university before seeking a transfer. Anyone may learn what vacancies exist by accessing the on-line posting on the Human Resources Careers site.

Employees that are interested in an advertised opportunity should apply on the HR Careers site at <https://www.cbu.edu/human-resources>.

When application is made, the employee's qualifications for the position will be examined based on job-related qualifications, work history, etc. Anyone selected for transfer is expected to give the current department 14-calendar days' notice prior to the actual transfer.

## LEAVES OF ABSENCE

### 4.13 Leaves of Absence

#### 4.13.1 General Provisions

When available, PTO must be used before beginning the unpaid portion of a Family and Medical Leave of Absence. Available PTO must be used for a Personal Leave of Absence or for any portion not covered by STD or Worker's Compensation benefits.

When an employee is placed on an approved leave of absence their CBU system access is suspended until they return from leave of absence. The employee should notify his or her department head in advance of the date of return to make the proper schedule arrangements. Overstaying a leave of absence without proper notification and approval or seeking and accepting other employment without previous authorization constitute an automatic resignation and loss of the right of reinstatement.

#### 4.13.2 Family Medical Leave Policy

CBU has adopted this policy to implement the terms of the Family and Medical Leave Act of 1993 (FMLA). Eligible employees are entitled to family and medical leave on the terms and conditions stated in this policy, the regulations issued by the Department of Labor under the FMLA and in CBU'S other applicable leave policies.

#### A. Definitions

For purposes of this policy, the following definitions apply:

1. "Eligible Employee" means an individual who has been employed by the CBU for at least 12 months and has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the requested leave.
2. "FMLA Leave" means leave that qualifies under the Family and Medical Leave Act of 1993, as amended by the National Defense Authorization Act of 2008, Pub. L. 110-181, and the Department of Labor's regulations and is designated by CBU as so qualifying.
3. "Leave Year" means the 12-month period measured backward from the date each employee's leave commenced.
4. "Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider.
5. "Inpatient Care" means an overnight stay in a hospital, hospice, or residential medical care facility, including a period of incapacity or any subsequent treatment in connection with the inpatient care.
6. "Continuing Treatment" includes any one or more of the following
  - a. A period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
    - i. Treatment by a health care provider two (2) or more times within 30 days of the first day of incapacity.
    - ii. Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of a health care provider.
  - b. A period of incapacity due to pregnancy or prenatal care.

- c. A period of incapacity or treatment for such incapacity due to a chronic serious health condition.
  - d. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
  - e. Any period of absence to receive multiple treatments by a health care provider.
- 7. “Covered Service member” means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
  - 8. “Covered Military Member” means the employee’s spouse, son, daughter, or parent on active duty or call to active-duty status.
  - 9. “Active duty or call to active duty” means duty under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as either a member of the reserve components, or a retired member of the Armed Forces or Reserve.
  - 10. “Serious Injury or Illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.
  - 11. “Qualifying Exigency” means one or more of the following circumstances:
    - a. Short-notice deployment – to address any issues that may arise because the Covered Military Member received notice of the deployment seven (7) or less calendar days prior to the date of deployment.
    - b. Military events and related activities – to attend any official ceremony, program, or event sponsored by the military that is related to the Covered Military Member’s active duty; or to attend family support or assistance programs and informational briefings sponsored by the military.
    - c. Childcare and school activities – to arrange for alternative childcare; to provide childcare on an urgent or immediate basis; to enroll or transfer a child to a new school; and to attend meetings with school staff that are made necessary by the Covered Military Member’s active duty or call to active duty.
    - d. Financial and legal arrangements – to make or update financial or legal arrangements related to the Covered Military Member’s absence while on active duty; and to act as the Covered Military Member’s representative with regard to obtaining, arranging or appealing military benefits.
    - e. Counseling – to attend counseling sessions related to the Covered Military Member’s deployment or active-duty status.
    - f. Rest and recuperation – to spend up to five (5) days with a Covered Military Member who is on short-term, temporary rest and recuperation leave.
    - g. Post-deployment activities – to attend ceremonies and reintegration briefings for a period of 90 days following the termination of the Covered Military Member’s active-duty status; and to address issues arising from the death of a Covered Military Member.
    - h. Other activities that CBU and employee agrees qualify as an exigency.

## **B. Reasons for FMLA Leave**

An Eligible Employee is entitled to a total of 12-weeks of unpaid leave during each Leave Year in the event of one or more of the following:

1. The birth, adoption, or placement for foster care of a son or daughter of the employee and to care for such child. (Leave must be taken during the 12- month period following the birth or placement and must be taken in a single consecutive period and may not be taken intermittently or on a reduced schedule.)
2. A serious health condition of a qualifying family member, i.e. spouse, son, daughter or parent of the employee, if the employee is needed to care for such family member.
3. A serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her job.
4. Any “qualifying exigency” arising out of the fact that an employee’s spouse, parent, son or daughter is on active duty or has been called to active duty in the Armed Forces in support of a contingency operation.

An Eligible Employee is entitled to a total of 26-weeks of unpaid leave during a single 12-month period to care for a parent, son, daughter, spouse or next of kin who is a Covered Service member, regardless of whether the employee has taken leave for another FMLA qualifying reason in the past 12-months. Any leave taken under one or more of these circumstances will be counted against the employee’s total entitlement to FMLA leave for that Leave Year.

## **C. Paid Leave Benefit Coordination with FMLA Leave**

FMLA leave under this policy is generally unpaid leave. If, however, the employee is eligible for any paid leave under any other benefit programs such as PTO or STD, the employee will be required to exhaust the paid leave upon the commencement of, and concurrently with, FMLA leave (unless the employee’s own serious health condition has caused the leave and the employee is receiving workers’ compensation benefits). Paid leave will run concurrently with and be counted toward the employee’s total 12-week or 26-week period of FMLA leave.

Employees on leave that qualifies both as workers’ compensation and FMLA leave who are offered a light duty position will have the option of remaining on FMLA leave without pay (and foregoing the light duty position and additional workers’ compensation benefits) or accepting the light duty position. If the employee accepts the light duty position, then the employee’s right to job restoration (as described below) runs through the end of the applicable Leave Year. If the employee accepts light duty, then s/he retains the right to be restored to the same position the employee held at the time his or her FMLA leave commenced or to an equivalent position.

## **D. Intermittent or Reduced Scheduled Leave**

FMLA leave may be taken intermittently or on a reduced work schedule basis. If FMLA leave is taken intermittently or on a reduced schedule basis, then CBU may require the employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave due to foreseeable medical treatment. Every employee is obligated to make a reasonable effort to schedule medical treatment so as not to unduly interrupt CBU operations.

Any employee who needs an intermittent or reduced schedule leave shall apply for such leave on a form



supplied by CBU at the time described above. The employee shall also, within the time limits set forth, furnish CBU with the proper medical certification on Form WH-380-E, which will be supplied by CBU, regarding the need for such intermittent or reduced schedule leave.

As in the case for other FMLA leaves, CBU may require a second or third medical certification. Prior to the commencement of any intermittent or reduced schedule leave, the employee requesting intermittent or reduced scheduled leave must advise CBU of the reasons why the intermittent/reduced scheduled leave is necessary and of the schedule for treatment, if applicable. The employee and CBU shall attempt to work out a schedule for such leave that meets the employee's needs without disrupting CBU operations.

#### **E. Employee Notice Requirement**

Employees are required to provide CBU with sufficient information to make it aware that the employee needs FMLA-qualifying leave, and the anticipated timing and duration of the leave. Sufficient information may include the following: that the employee is unable to perform his or her job functions; that the employee's family member is unable to perform his or her daily activities; that the employee or his or her family member must be hospitalized or undergo continuing treatment; or the circumstances supporting the need for military family leave. When an employee seeks leave due to a FMLA-qualifying reason for which CBU has previously provided FMLA-protected leave, the employee must specifically reference the qualifying reason for the leave and the need for "FMLA" leave.

If the need for leave is foreseeable, the employee is required to provide such notice to the Human Resources staff member at least 30 days before the commencement of the leave, unless impracticable to do so under the circumstances, in which case notice must be given as soon as possible, generally the same or the next business day. The employee also must follow any CBU policy requiring advance notice, reasons for leave and anticipated start and duration of the leave. Failure to provide advance notice or follow the CBU policy when the need for leave is foreseeable may result in delay or denial of FMLA leave. If the leave is not foreseeable, the employee must provide notice to the CBU of need for leave as soon as practicable, and must follow CBU's normal call-in procedures, as set forth in Section 4.5 and 4.7 of this Handbook.

Failure to follow CBU's call-in procedures, absent unusual circumstances, will result in delay or denial of the leave. In case of planned medical treatment for a serious health condition, the employee is required to make a reasonable effort to schedule the treatment so as not to disrupt the operations of CBU.

Employees are required to give additional notice as soon as practicable whenever there is a change in the dates of scheduled leave. CBU requires that the employee's health care provider complete a fitness-for-duty certification that specifically addresses whether the employee can perform the essential functions of his or her job before the employee can return to work. If CBU has a "reasonable safety concern," it may also require periodic fitness-for-duty certifications prior to the employee's return from intermittent FMLA leave, up to once every 30 days. A "reasonable safety concern" means a reasonable belief of significant risk of harm to the individual employee or others. Upon receiving sufficient notice of an employee's need for FMLA-qualifying leave, CBU will notify the employee of his or her eligibility to take FMLA leave within five (5) business days of the request, absent extenuating circumstances. At this time, the CBU will also provide the employee written notice of the employee's rights and obligations with respect to the leave (as well as providing copies of the required certification form).

#### **F. Application and Medical Certification**

A leave to care for the employee's own serious health condition, or the serious health condition of a

covered family member, must be supported by a medical certification completed by the health care provider for the employee or the covered family member. A qualifying exigency leave or a leave to care for a Covered Service member with a serious injury or illness must also be supported by a certification.

CBU will provide the proper certification to the employee for his or her respective leave within five (5) business days of the employee's request for leave. The employee must return a complete and sufficient copy of the appropriate certification to CBU within 15 calendar days of receiving the certification unless it is not practicable. If the employee returns an incomplete or insufficient certification, then CBU shall advise the employee in writing what additional information is necessary to make the certification complete and sufficient. To cure the deficiency, the employee must then return a complete and sufficient certification to CBU within seven (7) calendar days. If the employee fails to cure a deficiency in a certification, or fails to return a certification, within the prescribed period, CBU may deny the taking of leave.

A CBU representative (other than the employee's direct supervisor) may contact the employee's health care provider to clarify or authenticate the medical certification submitted for leave for the employee's own serious health condition or the serious health condition of a family member. If CBU has reason to doubt the validity of a medical certification, the employee will be required to obtain a second or third opinion at CBU's expense. Failure to comply with these certification requirements will result in the delay, denial, or termination of leave.

An employee who will be on a FMLA leave for more than one (1) week is required to call Human Resources staff member weekly to report when and if the employee expects to return to work. CBU may request recertification at any time during the leave for the employee's own serious health condition, if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described in the previous certification have changed significantly, or (3) if CBU has reason to suspect that an employee on FMLA leave has fraudulently obtained the FMLA leave. If desired by CBU, a second or third certification in the manner provided above may be required. If the employee's leave to care for his or her own serious health condition or that of a family member is expected to last more than 30 days, CBU will require a new certification from the employee's health care provider when leave is scheduled to expire, or every 6 months, whichever occurs earlier.

When CBU learns of an FMLA reason for leave after a leave has commenced under another of CBU policies, CBU will designate the leave as FMLA-qualifying from the commencement of the leave. Employees are required to cooperate in providing CBU with information needed to make this determination.

#### **G. Continuation of Group Health Benefits**

CBU will maintain the employee's coverage under a group health plan during the period of FMLA leave under the same terms and conditions as though the employee were actively working. During the leave, the employee will be required to continue to make all premium payments that he/she otherwise would have had to make if actively employed. Where feasible, CBU will advise the employee concerning the necessary arrangements for such payments prior to the commencement of the leave. If the employee fails to return to work following the expiration of FMLA leave for a reason other than a serious health condition or circumstances beyond the employee's control, CBU will be entitled to the repayment by the employee of any premiums paid by CBU during the leave. Failure to make timely premium payments may result in the termination of coverage.

An employee on FMLA leave should deliver payment of the employee's portion of such premium to

Human Resources staff member prior to the first workday of each month. Failure to make prompt payment of the employee's portion of such premium may result in the loss of medical insurance coverage for the duration of the FMLA leave, but upon the employee's return to work, the medical insurance will be restored as of the date that the employee returns. If the employee does not return from FMLA leave or returns to work but does not remain an active employee for at least 30 days, CBU may seek to recover the amount paid for such insurance premiums from the employee.

An employee on FMLA leave shall be responsible for the payment of the full premium for all other insurance and other benefits. Failure of the employee to pay the entire premium for such items shall result in their lapse for the duration of the FMLA leave. If the employee returns from FMLA leave, all such insurance, pension and other benefits shall be restored without any break in service. An employee shall not accrue any credit toward PTO or other benefits based upon time worked for the time that he or she is on FMLA leave.

#### **H. Return to Work / Fitness-for-Duty Certification**

Consistent with CBU practice, before returning to work following a medical leave due to the employee's serious health condition, the employee will be required to present a fitness-for-duty certification from his/her health care provider that the employee is medically able to resume work and to perform the essential functions of his or her job. If the date on which an employee is scheduled to return to work from an FMLA leave changes, the employee is required to give notice of the change, if foreseeable, to CBU within two (2) business days of the change.

Subject to the limitations below, an employee returning from FMLA leave will be restored to the position of employment held when the leave commenced or to an equivalent position. Job restoration may be denied if conditions unrelated to the FMLA leave have resulted in the elimination of the employee's position, or if the employee qualifies as a "key employee" (generally the highest paid 10% of the workforce). Key employees may be denied job restoration if it would cause substantial and grievous economic injury to CBU, in which case the key employee will be notified of this decision.

In summary, upon expiration of a FMLA leave, an employee who returns to work shall be restored to the same or an equivalent job, if the employee shall have:

1. Called Human Resources staff member in accordance with terms above.
2. Furnished Human Resources staff member with proper certifications and recertification in accordance with terms above.
3. Submitted to any second or third examination by a health care provider upon request of CBU.
4. Furnished Human Resources staff member with a medical certification of the employee's ability to return to work and to perform the essential functions of the job.
5. Returned to work immediately upon expiration of the FMLA leave.

Failure to call Human Resources staff member weekly, to provide the required medical recertification or to return to work immediately upon expiration of a FMLA leave may result in termination of the employee. Failure to furnish a fitness-for-duty certification of the employee's ability to return to work and to perform the essential functions of the job may result in the delay of job restoration or the termination of the employee.

## **I. Questions**

Questions about this policy or eligibility for FMLA leave should be directed to Human Resources staff member. Forms for FMLA certification may be obtained in the Human Resources Department.

### **4.13.3 Tennessee Maternity Leave Act**

Any employee who has worked in a full-time capacity for a minimum of 12 consecutive months is eligible for up to a 4-month (16 weeks) leave of absence in connection with pregnancy and childbirth or adoption of a child.

To receive approval for such a leave, the employee must provide written notice of the anticipated time, duration and expected return date to the Human Resources Department at least 45 days prior to the start date of the leave.

If, because of an emergency medical situation, it is not possible to provide advance notice of impending maternity/paternity leave, eligible employees will not be denied leave. If a leave qualifies for both Family and Medical Leave and Tennessee Maternity Leave, the leave counts against the employee's entitlement under both laws.

### **4.13.4 Military Leave**

An employee who leaves CBU to enter active duty (inducted or voluntary) or is a reservist on active duty is guaranteed protection of job rights. The employee will be placed on a Military Leave of Absence upon commencement of active duty and their CBU system access is suspended until they return from active duty. Upon completion of the military leave the employee will be put back to work immediately, without loss of seniority, status, or rate of pay.

The military absence is not considered to interrupt the employee's "continuous service" status for retirement or other benefit eligibility purposes.

## **4.14 Paid Absences**

### **4.14.1 Short Term Disability**

CBU will provide short-term disability (STD) income to all regular full-time faculty and staff who have been employed for 90 days. STD allows continuation of salary when an eligible employee is unable to work due to a continuous incapacitating serious health condition caused by an illness, non-work-related injury, impairment or physical or mental condition involving a) inpatient care in a hospital, b) appropriate and continuing treatment by a physician, or c) pregnancy. The Plan does not provide benefits for occupational injuries or sicknesses. For an employee to be covered under this STD policy, the employee's disabling health condition must be certified and approved by a physician and approved by the university's STD administrator.

STD benefits are payable after the employee has met a waiting period of 5 business days. CBU will pay the employee's regular salary for the 5-day waiting period for the first occurrence in a rolling 12-month period. Following the 5-day waiting period, STD will pay 60% of an employee's salary, minus all regular deductions, for each day of scheduled work loss for a period up to 90 days. Once an employee has been out 90 workdays, payments under STD will terminate and coverage under the long-term disability insurance (LTD) may commence.

If STD is approved a second or subsequent time in the rolling 12-month period, the employee may

use paid time off for the 5-day waiting period to be paid, or the 5-day waiting period may be unpaid. Following the 5-day waiting period, STD will pay 60% of an employee's salary, minus all regular deductions, for each day of scheduled work loss for a period up to 90 days.

#### **4.14.2 Bereavement Absences**

Full-time employees are eligible for up to three (3) working days of excused absence with pay when a death occurs in their immediate family. Up to one (1) working day excused absence with pay is granted when death occurs with relatives outside the immediate family. Days should be taken immediately preceding or following services.

Relatives residing in the employee's household shall be considered members of the immediate family.

Immediate Family: Husband, wife, son, daughter, father, mother, brother, sister, legal guardian, stepfather, stepmother, stepson, stepdaughter, step-brother, step-sister, father-in-law, mother-in-law.

Relatives (Non-residing): Grandfather, grandmother, grandson, granddaughter, uncle, aunt, cousin, niece, nephew, brother-in-law, sister-in-law, spouse's grandparents.

#### **4.14.3 Jury Duty**

A full-time employee who is summoned for jury duty is eligible for leave of absence with pay. A full-time employee who is subpoenaed as a witness not on behalf of CBU is required to use PTO to be paid. The extent of time for jury and witness duty will be determined by the time stated on the summons. The employee should present the summons to his or her supervisor and Human Resources.

#### **4.15 External Employment and External Consulting**

The full-time regular employee's job at CBU is expected to be the primary one. Outside employment is allowed, however, if it does not interfere with the employee's CBU function and performance of CBU responsibilities, is limited in time, is compatible with the interests of CBU, and does not require use of CBU time or resources, supplies, databases, students, or staff paid by CBU. Before accepting off-time employment, it is advisable to discuss the matter with the supervisor. Management necessarily reserves the right to reschedule work assignments to meet the demands of CBU employment.

#### **4.16 Conflicts of Interest**

All CBU employees have a responsibility to exercise the utmost good faith in all transactions involving their duties to and for the university. In the performance of these duties employees can expect to be held to a strict standard of honest and fair dealing among themselves and the university. Employees should not use their respective positions, or knowledge gained therefrom, in such a manner that a conflict might arise between their interest and that of the university. All employees of CBU will be asked to read and sign an acknowledgement of CBU policies, which will be placed in the corresponding personal employee files.

A statement of the "Conflicts of Interest" policy may be found in the Administrative Policies and Procedures Manual.

#### **4.17 Nepotism**

Employment of relatives is discouraged. Family members shall not be employed in the same department

in which one relative has direct or ultimate administrative responsibility over the other relative, including student workers. Married couples may not be employed in the same department regardless of reporting structure. If employment of a relative is proposed, the recommendation of the department head must be accompanied by a full and complete written justification of the need for employment of the relative and approved by the Vice President of that area and the CFO & Executive Vice President for Administration & Finance.

## **WAGES, DEDUCTIONS, AND PAY PERIODS**

### **5.1 Pay Periods and Receipt of Pay**

- All employees are paid on a semi-monthly schedule with 24 pay periods per year.
- Paydays are the 15th and the last day of each month.
- Should a payday fall on a weekend or holiday, employees will be paid the day prior to the weekend or holiday.
- Non-exempt employees are paid in arrears, exempt employees are paid current.
- Supervisors should review and verify all hours worked for every non-exempt employee for every pay period.

For non-exempt employees, the defined workweek for overtime purposes begins on Monday at 12:01 a.m. and ends on Sunday at 12:00 a.m. the following week. Any hours worked over 40 in that defined week will be paid at the overtime rate of time and a half. Holiday and PTO hours do not count towards overtime.

Questions regarding time, hours worked, or pay should be discussed with the supervisor or, if necessary, with the Payroll Department located in the Business Office or Human Resources.

### **5.2 Overtime Hours**

Hourly employees will receive overtime pay for any time worked in excess of 40 hours in one workweek. Overtime is calculated at a rate of one-and-one-half times the employee's base hourly rate.

No employee may work overtime without the prior approval of the appropriate supervisor and/or manager. A non-exempt employee may not start working before the beginning of the scheduled shift and may not work beyond the ending of the scheduled shift without approval. Non-exempt employee should not be allowed to continue to work at his/her workstation while having lunch.

### **5.3 Payroll Deductions**

Mandatory payroll deductions include:

1. Federal Income Tax
2. Social Security (FICA)
3. Court-ordered garnishments and child support orders
4. Federal and state income tax levies



Voluntary payroll deductions include:

1. CBU Fund deductions
2. Health insurance
3. Certain approved commercial insurance premiums
4. CBU sponsored annuities

## **5.4 Social Security Withholding**

Both CBU and the employee contribute equally to the cost of Social Security benefits. The deduction from the paycheck and the amount contributed by CBU are deposited with the federal government according to federal regulations.

Salary and wage increases at CBU are not routine. Each year, senior management and the Board of Trustees consider the availability of funds and a number of other factors, many of which are market-driven, to evaluate how CBU has done and will do financially before deciding if salary increases will be granted.

Should salary increases be granted, some employees will receive salary or wage increases. Consideration is given, but not limited to things such as individual performance, market comparisons, and special achievements.

Employees receiving increases will be notified prior to the end of the calendar year.

## **TERMINATION OF EMPLOYMENT**

### **6.1 Terminations**

#### **Resignation**

An employee in good standing wishing to terminate their employment with CBU must submit a written resignation to his/her supervisor at least two (2) weeks prior to the effect date for non-exempt employees and at least four (4) weeks for executive level employees. The employee's resignation must be forwarded promptly to the Director of Human Resources. Failure of the employee to give appropriate notice may result in the employee being considered ineligible for future employment at CBU. CBU reserves the right to accept an employee's resignation at any time during their notice period. If a resignation is accepted prior to the last date of the notice period, CBU will pay the employee through their stated notice period.

PTO time may not be taken after giving termination notice.

Prior to leaving CBU, an employee should complete an exit interview survey. An exit survey will be forwarded from the Human Resources department upon notice.

#### **Immediate Discharge**

CBU reserves the right to determine the duration of employment of any individual and hence discharge an employee with or without cause. In most instances of discharge, CBU will attempt to give the employee notice prior to the termination of employment. No notice will be given for terminations related to misconduct or other violations of CBU's policies.

## **6.2 Re-employment and Its Effect on Service Dates and Benefits**

Former employees whose separations were under satisfactory circumstances may be re-employed in the same type of work or in another job for which they are qualified. Upon re-employment, an individual will serve an initial 90-day introductory period. PTO, Service Awards, and eligibility for merit will accrue from the most recent service date.

Employees who are qualified as “vested” under CBU’s retirement will have their past credited CBU service continue from the date of rehire. Employees who did not have 4 years and 9 months of previous credited service will not be given retirement credit for past CBU employment. See the Christian Brothers Employee Retirement Plan document for specific information regarding vesting and other eligibility requirements.

## **6.3 Retirement**

The Christian Brothers Employee Retirement Plan is a defined benefit plan funded by the university. Vesting occurs after four (4) years and nine (9) months of qualified employment and a retirement benefit will have been earned at that time.

Eligible employees are full time employees that have completed one (1) year of employment.

Benefits are calculated according to set formulas. The formulas use both length of service and average salary during employment at CBU in their calculations.

Early retirement is available at age 55 for vested employees; however, a reduction of benefits does occur if the early retirement option is used.

Complete details of the CBU retirement plan are contained in the “Summary Plan Description” booklet.

Employees may voluntarily supplement their retirement by contributing into a tax-sheltered 403(b) plan. With this option employees may save money that is not taxed until they withdraw the funds.

## **WORKING CONDITIONS AND RESPONSIBILITIES**

### **7.1 Management Rights**

CBU always has sought the opinions of its employees about working conditions, ways and means of getting jobs done better and other matters of employee interest. From time to time, CBU, like any other organization, must make decisions without prior consultation with its employees. CBU must, therefore, maintain exclusive discretion to exercise the customary functions of management including, but not limited to, the discretion to select, hire, promote, suspend, dismiss, assign, supervise, and discipline employees; to determine the size, organizational structure, and composition of the work force; to establish, change, and/or abolish policies, procedures, rules, and regulations; to determine and modify job descriptions and job classifications; and to assign duties to employees in accordance with the needs and requirements determined by CBU.

### **7.2 Supervisor/Manager Responsibility**

If employees have questions or problems concerning their work at CBU, they should first discuss these

with supervisors or managers. It is the responsibility of the supervisor or manager to resolve the problem, to contact the appropriate department for resolution/advice, or to take the matter to the next highest level of responsibility.

It is also the responsibility of managers and supervisors to distribute to, communicate with, and interpret for, employees the departmental and CBU policy decisions and procedural matters.

### **7.3 Progressive Discipline**

CBU has a progressive disciplinary process which allows opportunities for correction while maintaining fair treatment to all. When necessary, supervisors will discuss marginal work performance and employee conduct with employees. To maintain and operate CBU in the best interest of both the employee and CBU, it is necessary that all employees adhere to certain standards of conduct designed to create a friendly, cooperative, and effective work atmosphere. This requires each employee to respect the rights and feelings of others, facilitate productivity and satisfactory working relationships based on trust, and self-discipline, as well as assure that each employee's personal conduct is not harmful to others or to CBU. Any employee who, after investigation, is found to have violated a rule or regulation of CBU or the department, will be subject to disciplinary action up to and including termination.

CBU will modify the progressive disciplinary process depending on the severity of the infraction

**Verbal Warning** – If an employee's work performance or conduct is unsatisfactory, the supervisor should communicate this information to the employee through personal counseling. The supervisor should keep documented notes of verbal counseling with the employee. These notes are official CBU documents and may become part of the employee's official personnel file. The supervisor should also provide suggestions to the employee for work improvement in the form of reasonable and attainable goals.

**Written Warning** – When a formal written warning is necessary, the supervisor should contact the Human Resources Director to obtain approval to issue a written warning. Once the written warning has been reviewed, approved, and signed by the Human Resources Director, the supervisor should meet with the employee regarding the deficiencies in performance and/or conduct. The written warning is a written summary of the unsatisfactory performance or conduct as well as any violations of CBU policy. The warning should also contain reasonable and attainable goals for the employee with specific dates for completion. Both the supervisor and employee should sign the written warning. Signing the written warning does not imply that the employee agrees with the warning, only that they have received a signed copy. The employee may attach a written statement to the written warning. The written warning and any attachments should be forwarded to the Human Resources Director for retention in the employee's official personnel file.

**Final Written Warning** – Depending on the gravity of the situation, if after a verbal warning and a written warning an employee continues to demonstrate substandard performance, poor attendance, misconduct, and other types of offenses, the employee will be given a final written warning. Dependent upon severity, a final written warning may be given instead of a verbal or written warning for the first-time gross misconduct or egregious offense.

The final written warning will have the prior approval of the department head and the Human Resources Director. The employee should understand that, unless immediate improvement is made, the employee will be terminated. A copy of this documentation should be sent to the Human Resources Director to be

placed in the employee's official, permanent personnel file.

### **Discharge**

Continued substandard performance, insubordination, misconduct, and other serious offenses or behavioral problems that continue after other disciplinary actions have been taken may result in discharge from CBU. Discharge also may occur immediately and without notice. The recommendation for discharge must have the prior approval of the Human Resources Director.

### **Discipline Documentation**

All documentation of actions involving discipline and written counseling remain active in an employee's personnel file for a period of 12 months. All documentation involving discipline, written counseling, and discharge should be sent to the Human Resources Director to be placed in the employee's official, permanent personnel file.

## **7.4 Equal Opportunity, Harassment and Retaliation Policy**

### **Objective**

Christian Brothers University is an equal opportunity employer. In accordance with anti-discrimination law, it is the purpose of this policy to effectuate these principles and mandates. Christian Brothers University prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to race, color, sex, sexual orientation, age, mental or physical disability, national origin, genetic information, or any other protected status, and any categories protected by state and local law in its educational programs or activities, including employment and admissions. Christian Brothers University conforms to the spirit as well as to the letter of all applicable laws and regulations. Additionally, Christian Brothers University will take action to employ, advance in employment and treat qualified veterans and disabled veterans without discrimination in all employment practices. The university operates equal opportunity and affirmative action practices for faculty, staff, and students.

It is the obligation of every faculty and staff member of Christian Brothers University to comply with this policy in both practice and spirit. All faculty and staff members are expected to demonstrate the same commitment to the Equal Employment Opportunity policy as to all other university policies.

### **Scope**

The policy of equal employment opportunity (EEO) and anti-discrimination applies to all aspects of the relationship between Christian Brothers University and its employees, including:

- Recruitment.
- Employment.
- Promotion.
- Transfer.
- Training.
- Working conditions.
- Wages and salary administration.
- Employee benefits and application of policies.

The policies and principles of EEO also apply to the selection and treatment of independent contractors, personnel working on our premises who are employed by temporary agencies and any other persons or firms doing business for or with Christian Brothers University.

### **Dissemination and Implementation of Policy**

The officers of Christian Brothers University will be responsible for the dissemination of this policy. All university leaders are responsible for implementing equal employment practices within each department. The Human Resources Department is responsible for overall compliance and will maintain personnel records in compliance with applicable laws and regulations.

### **Procedures**

Christian Brothers University administers our EEO policy fairly and consistently by:

- Posting all required notices regarding employee rights under EEO laws in areas highly visible to employees.
- Advertising for job openings with the statement “An Equal Opportunity Employer—M/F/D/V.”
- Advertising all required job openings with the appropriate state agencies.
- Forbidding retaliation against any individual who files a charge of discrimination, opposes a practice believed to be unlawful discrimination, reports harassment, or assists, testifies or participates in an EEO agency proceeding.
- Requires employees to report to a member of management or HR representative any apparent discrimination or harassment.

### **Harassment**

Harassment is a form of unlawful discrimination and violates Christian Brothers University policy. Prohibited sexual harassment, for example, is defined as unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when:

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

Christian Brothers University encourages employees to report all incidents of harassment to a member of management or the Human Resources department. Christian Brothers University provides harassment prevention training for all employees through in2vate at <https://home.in2vate.com/login/>, and maintains and enforces a separate policy on harassment prevention, complaint procedure, penalties for violations and retaliation. Christian Brothers University investigates all complaints of harassment promptly and fairly, and, when appropriate, takes immediate corrective action to stop the harassment and prevent it from recurring.

### **Retaliation**

Christian Brothers University also prohibits retaliation. Prohibited retaliation includes intimidation, threats, harassment, or other act(s) that would discourage an employee from:

- Reporting or filing an internal complaint of discrimination or harassment in good faith.
- Participating in an investigation of a report or complaint of unlawful discrimination or harassment.
- Reasonably opposing an employment practice that would constitute unlawful discrimination or harassment.
- Filing a complaint of discrimination or harassment with federal/state administrative agencies
- CBU will not guarantee confidentiality for employees who make retaliation complaints. Identities will be revealed only on a need-to-know basis.

## **Remedies**

Violations of this policy, regardless of whether an actual law has been violated, will not be tolerated. Christian Brothers University will promptly, thoroughly, and fairly investigate every issue that is brought to its attention in this area and will take disciplinary action, when appropriate, up to and including termination of employment.

## **7.5 Americans with Disabilities Act**

CBU does not discriminate on the basis of disability in its employment practices, programs, services or activities. Title I of the Americans with Disabilities Act of 1990 (the ADA) requires an employer to provide reasonable accommodation to qualified individuals with disabilities who are employees or applicants for employment, unless to do so would cause undue hardship on the employer.

When an employee discloses a disability that is impacting their work to their manager or to Human Resources, a reasonable accommodation may be requested. Human Resources will initiate the ADA interactive process with the employee. Whether or not an accommodation is reasonable will vary according to the position the employee holds, the way their disability affects their ability to do their job, and the environment in which they work.

## **7.6 Employee Behavior and the Working Environment**

Because CBU seeks to maintain an environment conducive to the conduct of business and one in which the rights of others are respected, CBU expects of its employee's behavior consistent with the expectations of an institution of higher education and the Lasallian tradition. Part of the intent of this section is to identify typical offenses or behavior patterns for which disciplinary actions are taken. This is necessary to provide consistent treatment of all employees and so that the rights of some employees will not be violated by other employees.

Although this is not an all-inclusive list, the following are examples of deficiencies or offenses for which progressive disciplinary actions may be appropriate and which may result in discharge:

Examples of offenses, which generally require discipline and may result in discharge, are as follows:

1. Absenteeism
2. Failure to record work time accurately
3. Failure to report an accident or injury to a student, visitor, or self.
4. Failure to report to work on time
5. Leaving CBU premises or work area without permission during work hours



6. Unexcused absences
7. Malicious mischief
8. Misuse of STD privileges and benefits
9. Neglect of duty or inattention to duty
10. Productivity not up to standards
11. Sleeping during working hours
12. Violation of, disregard for, safety practices
13. Wasting time, loitering, or loafing at work
14. Failure to maintain satisfactory interpersonal relationships with co-workers and supervisors
15. Gambling on CBU premises
16. Inappropriate behavior in the workplace, including, but not limited to horseplay and threatening, intimidating, coercing, or interfering with fellow employees on CBU property or leased space
17. Failure to disclose a conflict of interest or failure to eliminate a conflict of interest when so directed
18. Failure to cooperate in an investigation
19. Inappropriate behavior toward, or discourteous treatment of, students, visitors, or co-workers including the use of profanity and other harassing statements
20. Negligence or abuse of CBU property or equipment
21. Poor management practices and/or inattention to duty
22. Reporting to work under the influence of alcohol or drugs
23. Misconduct in the workplace
24. Abuse of email, electronic communications, and/or computer networks
25. Sexual harassment
26. Violation of CBU policies and procedures
27. NCAA - A coach or other Athletic department staff member who is found in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations.

Listed below are examples of behaviors and conduct that CBU considers very serious. This list is not comprehensive and CBU reserves the right to administer disciplinary action up to and including termination for the offenses below and offenses not listed here or elsewhere in this Handbook.

Unacceptable conduct includes:

1. Absence without notification or reasonable cause for failure to notify. Such absences for three consecutive workdays require no further follow-up prior to termination
2. Any act of fighting on CBU property or leased space
3. The use of abusive, profane, or threatening language toward another employee, student or vendor.
4. Destroying or willfully damaging the personal property of another, including CBU property.

5. Conviction of a felony
6. Falsifying personnel or pay records, including application for employment; recording the time record for another employee
7. Falsifying official CBU records and documents
8. Forging email, such as sending an email communication in someone else's name
9. Immoral or indecent behavior on CBU property or leased space or conduct which brings discredit to CBU
10. Inexcusable neglect of duties, insubordination, or disobedience
11. Stealing from fellow employees, CBU, or others on CBU property or leased space
12. Theft, misappropriation of funds, and/or unauthorized use or removal of CBU property
13. Possession of firearms, knives, or other weapons and ammunition
14. Unauthorized release of confidential or official information
15. Reporting to work under the influence of intoxicants, including alcohol, non-prescribed drugs, or illicit drugs
16. Unlawful possession, use, manufacture, distribution, or dispensing of illicit drugs, controlled substances, or alcoholic beverages during the employee's work period, whether on the premises of CBU or at any other site where the employee is carrying out assigned CBU duties

## **7.7 Personal Appearance, Dress Code, and Uniforms**

Always use good judgment regarding personal appearance. Employees are expected to dress appropriately, to be neat, to wear clean clothing, and to be careful of personal hygiene. Employees must adhere to departmental special dress standards or established uniforms. Flagrant violations of commonly accepted standards of cleanliness or dress may be cause for disciplinary action. If employees have any question concerning the standard of dress for their areas, they should ask their supervisors.

## **7.8 Rowdiness**

All employees are expected to always behave in a professional, business-like manner. Rowdiness is not permitted on CBU premises. Such conduct is a serious matter that may result in injury to employees and that could lead to discharge.

## **7.9 Alcohol and Other Drugs**

CBU is committed to providing employees with 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 safe and satisfactory manner.

CBU employees, including student employees, are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, use, or being under the influence of illegal drugs or alcohol on the university campus or as part of university activities.

The moderate use of alcohol by individuals of legal age is permitted at university sponsored social events and while conducting business-related activities on or off CBU 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 in a safe manner and does not endanger other individuals in the workplace.

## **7.10 Smoking**

Smoking and use of tobacco products is prohibited in and around all property owned or leased by Christian Brothers University, except in several designated smoking areas. Electronic cigarettes are similarly restricted to these designated areas. The university campus includes all buildings, grounds, and parking lots leased, owned, or operated by Christian Brothers University, as well as any vehicle leased or owned by CBU.

## **7.11 Solicitation Protection**

Employees who are in any CBU area to perform their jobs shall not engage in commercial solicitation or vending. This includes selling, delivering, or collecting for products, insurance, etc. CBU telephones or other equipment should not be used for these activities.

Non-employees are prohibited from entering any CBU facility, except in the public areas, for the purpose of contacting employees regarding their working conditions, hours, or wages.

The conduct of any activity on CBU property shall be in such a manner as not to obstruct, or unreasonably interfere with, legitimate business or the free flow of traffic by persons rightfully using the grounds or facilities.

# **GENERAL INFORMATION**

## **8.1 Identification Cards and Name Badges**

CBU employees should carry their CBU identification cards with them while on duty. New employees or employees who have lost their identification cards should go to the main Security Office, located in Saint Joseph Hall, to obtain a new card. There may be a small fee for replacing lost or destroyed identification cards. These cards are required for identification for use in CBU facilities such as the library and the gymnasium; for discounts available in the bookstore; and for other special events. Upon termination of employment, an employee must turn in his or her ID card and parking decals to the employee's immediate supervisor or the Human Resources Office.

## **8.2 Issuance of Keys**

To maintain maximum security, the following procedures must be followed by those requesting keys to CBU property. "Key Request" forms are available from the Physical Plant/Maintenance Building Department. The appropriate department head for that area must authorize the key request. Exterior building key requests should also have a major administrative officer's approval. Keys are not transferable and should not be passed from one employee to another.

At termination from CBU, all keys must be turned in to the supervisor, department head, Human Resources Department, or the Security Office.

### **8.3 Campus Mail System**

The campus mail system exists for the delivery of official interoffice/interdepartmental mail. Correspondence from non-CBU entities such as corporations, companies, and nonprofit organizations must be processed through the United States Postal Service. Once processed, it will be sorted and placed in the appropriate mailbox for pick-up.

Unless a person lives on the CBU campus in a building served by the CBU Post Office, personal mail should not be regularly delivered to the person at his or her CBU address. Also, under no circumstances may the postage for personal mail be charged to a CBU account.

It is the responsibility of each department to pick up their mail daily. Should a person or department having an assigned mailbox be unavailable for daily pickup, the CBU Post Office should be notified beforehand or as soon as possible.

### **8.4 Personal Use of CBU Vehicles**

CBU vehicles may not be used for personal purposes except as stipulated by state or federal regulations or as approved by the CBU President.

### **8.5 Use of Employee Personal Vehicle for CBU Business**

CBU employees use their personal vehicles on CBU business at their own volition and at their own risk. CBU does not maintain insurance to cover the loss or damage of an employee's personal vehicle in the event of an accident while on business. A supervisor must not request an employee to use his or her vehicle for CBU business. The use of one's personal vehicle for CBU business is totally at the option of the employee. Alternate means of transportation, such as a rental vehicle should be used whenever the performance of one's duties for CBU requires the use of transportation.

### **8.6 Safeguarding CBU Equipment**

Personnel who handle CBU equipment are responsible for the care and security of that equipment while it is under their control. Employees must not leave a device used for work in a car and must report a lost or stolen company provided laptop or tablet immediately. Employees are not permitted to use CBU equipment for personal reasons. Unauthorized use or removal of CBU equipment or property may be cause for immediate discharge. If found guilty of carelessness or mischievous, malicious, or willful destruction of CBU equipment or loss of property, employees may be required to pay for the repair, recovery, or replacement of such equipment or property. In addition, this may be grounds for disciplinary action, up to and including termination of employment.

### **8.7 The Telephone**

Prompt, courteous answers to telephone calls should be a self-imposed rule. It is good practice for employees to identify themselves and their department when answering or making a call.

Personal telephone calls, emails, texts, etc. should be kept to a minimum.

### **8.8 Computer, Email, and Internet Usage**

CBU recognizes that use of the Internet and email is necessary in the workplace, and employees are

encouraged to use the Internet and email systems responsibly, as unacceptable use can place CBU and others at risk.

### **Confidentiality and Monitoring**

All technology provided by CBU, including computer systems, communication networks, company-related work records and other information stored electronically, is the property of CBU and not the employee. In general, use of the company's technology systems and electronic communications should be job-related and not for personal convenience. CBU reserves the right to examine, monitor, and regulate email and other electronic communications, directories, files, and all other content, including Internet use, transmitted by, or stored in its technology systems, whether onsite or offsite.

Internal and external email, voice mail, text messages, and other electronic communications are considered business records and may be subject to discovery in the event of litigation. Employees must be aware of this possibility when communicating electronically within and outside the company.

### **Appropriate Use**

Employees may not use CBU's Internet, email, or other electronic communications to transmit, retrieve, or store any communications or other content of a defamatory, discriminatory, harassing, or pornographic nature. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes, or sexual preference may be transmitted. Harassment of any kind is prohibited.

Disparaging, abusive, profane, or offensive language and any illegal activities — including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or email — are forbidden.

Employees are prohibited from downloading software or other program files or online services from the Internet without prior approval from the IT department.

## **8.9 Copyrighted Materials**

All CBU employees are expected to be familiar with and to abide by the terms of the Copyright Act of 1976 and its limitations on copying copyrighted works. Photocopying (or reproduction by any other means) of copyrighted materials, except that covered by the "fair use" doctrine, is actionable at law and everyone is personally responsible should the copyright owner take issue with a questionable "fair use" situation. The Director of the CBU Library is designated as the Campus resource person concerning copying questions and the latest copyright legislation

## **8.10 Patent and Copyright Policy**

It is the desire of the Faculty, Administration, and Board of Trustees of Christian Brothers University to establish a policy regarding copyrights and patents which will protect the rights of all faculty, staff, and students (henceforth: "originators") who create such copyrightable or patentable material, while at the same time ensuring just compensation to the university for any support of these efforts. It is especially to be hoped that the terms of this Policy shall encourage originators not only to pursue profitable professional endeavors, but also to share these profits voluntarily with the university.

1. Normally copyrightable materials and patentable inventions and processes developed by originators working or studying at Christian Brothers University, whether on their own time or during the course

of their university-related duties, shall remain wholly their own property. This is particularly pertinent in the case of one-time developments as opposed to continuing processes.

2. Course materials, including but not limited to course web pages and web supplements, developed by faculty members of Christian Brothers University shall remain the property of the members with the provision that materials developed while working at CBU may be used without charge by any other CBU faculty members when teaching at CBU. Exceptions to this policy should be made in writing with the Academic Vice President.
3. Under certain conditions, the university may be entitled to share in the profits generated by originators from copyrights and patents, e.g., if such activity is sponsored by the university through a specific agreement for that purpose, in which case the terms of the agreement shall govern the determination of ownership. Suggested terms of such agreements include the following:
  - a. The university may request 10% of net profits over \$50,000 when earned from copyrights or patents resulting from activity of an originator while on sabbatical leave.
  - b. The university may request a share of profits if the university expended funds (e.g., release-time salary, operating budget, special funds) specifically for the purpose of allowing the originator to develop the profit-generating project. Such sharing should not ordinarily exceed 30% of net profits up to full reimbursement of the amount funded and 10% thereafter.
  - c. If no specific funds are allocated by the university but the originator makes substantial use of university facilities and/or time normally devoted to university-related duties during the development of the profit-generating project, the university may request 10% of the net profits as a condition for permitting such activities to continue.
4. If copyrightable materials and patentable inventions or processes are developed during an agreement (e.g., a research grant) between the originator and some outside agency, the terms of such agreement shall determine ownership of rights to the proceeds. If no ownership claim is asserted by the outside agency, the originator shall retain complete ownership of rights, unless the university has made prior stipulations with the originator during negotiations with the granting agency, as in Number 3.
5. All arrangements referred to in Numbers 3 and 4 should be made between the originator and the Academic Vice President. It should also be noted that originators may surrender their interests in their developments and/or share their proceeds beyond those suggested in Number 3; any arrangements to that effect should also be made through the Academic Vice President.
6. The university will honor past intellectual property rights and compensation agreements relating to online and hybrid courses designed before May 15, 2009. After this date, the university will compensate instructors who develop new online or hybrid courses in accordance with a schedule agreed upon by the administration and the Faculty Assembly.

## **SAFETY, HEALTH, AND EMERGENCY MEASURES**

### **9.1 Health and Safety: Overview**

It is the duty of every CBU employee to conduct his or her work assignments with the utmost safety. Employees should observe established safety rules and procedures. Supervisors should ensure that work assignments are safe and free from any hazard, and that appropriate safety equipment is provided and



used when required.

## **9.2 Reporting of Unsafe Conditions and Injuries**

All unsafe conditions such as wet or slippery floors, defective or broken equipment, blocked corridors, and unsafe work practices contribute to accidents and should be reported to the supervisor immediately. Likewise, all work-related injuries and illnesses must be reported to the supervisor, Human Resources, and Campus safety. Supervisors should report unsafe conditions or practices to the Sr. Director of Operations.

- Employees should report all on-the-job injuries, regardless of the severity, to their supervisor as soon as possible. Failure to report the injury the same day of occurrence may result in denial of the claim.
- Supervisors should call the Campus Safety Office to report work-related injuries and illnesses. A Campus Police Officer or Safety Officer will complete the “First Report of Injury,” and a copy will be provided to the Human Resources Department.
- Human Resources will report the work-related injury or illness to our Worker’s Compensation vendor and will communicate next steps to the injured employee.

## **9.3 Emergency Preparedness and Evacuation**

Should it become necessary to evacuate a building, all building occupants should proceed to the nearest exit, move away from the building, and assemble in a location predetermined by each department or building administrator. This will provide a quick and easy way to account for all personnel. It is also important for the Fire Department to have clear and unobstructed access to the building. Do not return to the building unless told to do so by the Fire Department, Police, or the Campus Police & Safety. Evacuation maps and procedures for each building or location are maintained in the Campus Police & Safety Office.

## **9.4 Other Emergencies -- Contacting CBU Campus Police & Safety**

In case of any emergency on the campus, call the CBU Campus Police & Safety at extension 3550 on campus, 321-3550 off campus, or use one of several strategically placed emergency phones located on the campus to report the emergency. Assistance will be sent immediately.

The person should give the following information:

1. Name
2. Nature of the emergency
3. Exact location
4. Name of the supervisor if this is pertinent.

## **UNUSUAL CIRCUMSTANCES AND EMERGENCIES**

### **10.1 Time Lost to Bad Weather or Other Emergencies**

Occasionally the Memphis area experiences bad weather with snow and ice on the roads making it difficult for employees to get to work. Sometimes it may be considered prudent by the administration to suspend normal scheduled CBU activities. When CBU declares a weather emergency the local news

media will be notified as to the length of the closure and when further updates will be issued.

Upon announcement of closure, essential personnel should report to work as previously instructed. Those hourly and non-exempt employees who are required by their supervisors to remain on the premises or to be available immediately after completing their assigned shift will be paid on an overtime basis.

It is an essential employee's responsibility to contact his or her supervisor during such emergencies to report the conditions that are peculiar in particular situations. Supervisors should know on whom they can depend for covering their operation and which employees can be present or can be available.

## **10.2 Lost and Found**

Articles found on the premises should be turned in to the supervisor or department head. Such items are then turned over to the CBU Campus Police & Safety Office.

## **10.3 Search Policy**

CBU will not conduct random examinations of personal property and effects. However, under certain circumstances where reasonable suspicion exists, CBU reserves the right of search and/or surveillance on CBU property by designated officials of CBU and/or government law enforcement officials. The right of search and surveillance will apply to employees, their possessions, and CBU-issued equipment and containers under employee control and all other property on CBU's premises, whether owned by the employee or not.

## **10.4 Security**

In the event of an emergency or breach of security, call the CBU Campus Police & Safety Office at extension 3550 on campus or 321-3550 off campus. At various points on the campus, emergency telephones with direct connection to the CBU Campus Police & Safety Office have been installed.

# **FURTHER QUESTIONS**

## **11.1 Human Resource Management Matters**

The Human Resources Department manages the following areas:

### **11.1.1 Benefits**

Group Insurance: Health, dental, life, accidental death, and dismemberment, short- and long-term disability, and flexible spending accounts.

Retirement: CBU retirement program(s). Please contact Christian Brothers Services (CBS) at 1-800-807-0700 for specific questions regarding employee accounts.

### **11.1.2 Compensation**

Services include:

1. Reviewing updated position descriptions
2. Evaluating positions for market accuracy

3. Recommending salary ranges and wage salary scales
4. Participating in salary surveys
5. Answering questions concerning the Fair Labor Standards Act (Wage and Hour Law)
6. Assisting with performance evaluations.

#### **11.1.3 Performance Management**

The Human Resources Department assists employees and managers with proactive, fair and effective leadership of its staff to mitigate concerns. This involves the following types of activities:

1. Policy interpretation and coaching to managers
2. Employee job related coaching and guidance
3. Employee Grievances
4. Equal Employment Opportunity
5. Sexual Harassment and Retaliation
6. Disability accommodations
7. Performance Appraisal Process
8. Effective Investigations
9. Performance Improvement
10. Unemployment compensation matters
11. Exit interviews
12. Tuition Remission
13. Leave Management

#### **11.1.4 Talent Management**

The Human Resources Department assists departments with addressing their human resources needs through the following services:

1. Recruitment, screening, interviewing, and referral of qualified candidates
2. Transfers and promotions
3. Provision of qualified temporary personnel for user departments
4. Applicant tracking

#### **11.1.5 New Employee Onboarding**

The Human Resources Department conducts new employee on-boarding through one-on-one individual meetings with newly hired employees. New employees are also required to attend a monthly university onboarding.

#### **11.1.6 Records Administration**

The Human Resources Department conducts personnel file maintenance and human resources database management through the following functions:

1. Processing of all personnel action papers

2. Verification of employment
3. Addressing reference inquiries concerning former employees
4. Processing name and address changes

### **11.2 Payroll/Business Office**

Employees should contact the Disbursement Director located in the Business Office or the Human Resources Department if they have questions concerning deductions and the computation of their wages.

***Please print, sign, and return this Acknowledgement page to Human Resources Department (Thomas Center #115) within the first week of your employment.***

***Thank you.***

### **Acknowledgement**

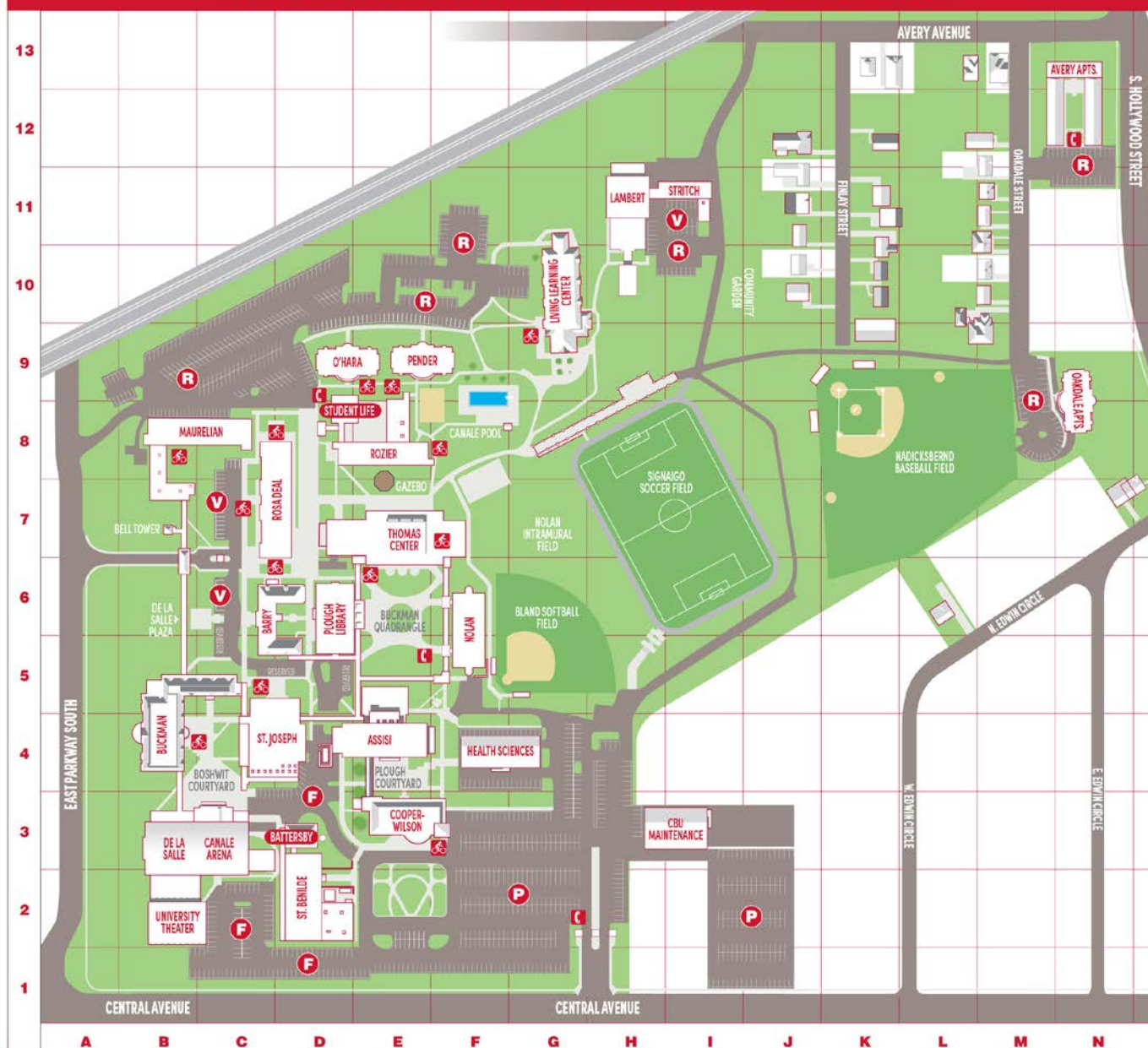
**I have received the Christian Brothers University Employee Handbook I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at CBU is employment at-will which may be terminated at the will of either CBU or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.**

**Employee's Signature:** \_\_\_\_\_

**Employee's Name (Print):** \_\_\_\_\_

**Date:** \_\_\_\_\_

# CHRISTIAN BROTHERS UNIVERSITY CAMPUS MAP



Assisi Hall Science Learning Center.....	E-4	Cooper-Wilson Center for Life Sciences .....	E-3	O'Hara Hall .....	D, E-9	<b>P</b> General Parking
Avery Apartments .....	N-12, 13	Rosa Deal School of Arts.....	C-7, 8	Outdoor Basketball .....	F-7, 8	<b>F</b> Faculty & Staff Parking
Barry Hall.....	C-5, 6	De La Salle Chapel .....	H-10	Pender Hall .....	E, F-9	<b>R</b> Resident Parking
Battersby Hall .....	D-3	De La Salle Hall .....	B-3	Plough Courtyard .....	E-4	<b>V</b> Visitor Parking
Bell Tower.....	B-7	De La Salle Plaza .....	C-6	Plough Library .....	D-5, 6	<b>☎</b> Emergency Call Box
Bland Softball Field.....	K-8	Gazebo .....	E-7, 8	Rozier Hall .....	E-8	<b>🚲</b> Bicycle Rack
Boshwit Courtyard .....	C-4	Health Sciences .....	F, G-4	St. Benilde Hall .....	D-2	
Buckman Hall .....	B, C-4, 5	Lambert Hall.....	H-11	St. Joseph Hall .....	C, D-4	
Buckman Quadrangle .....	E-5	Living Learning Center.....	G-10	Stritch Hall .....	I-11	
Canale Arena .....	C-3	Maurelian Hall .....	B, C-7, 8	Student Life (Rozier Center) .....	D-8, 9	
Canale Pool .....	F-8, 9	Nolan Engineering .....	F-5, 6	Thomas Center.....	D, E, F-7	
CBU Maintenance .....	H, I-3	Nolan Intramural Field.....	G-7	University Theater .....	B-2	
Community Garden .....	I, J-9, 10	Oakdale Apartments .....	N-8, 9			