

Syracuse University Staff Employee Handbook



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Table of Contents



Syracuse University Motto.....	4
Employee Category Definitions.....	4
Workplace Guidelines	
Benefits Eligibility Policy.....	5
Staff Employee Workplace Standard.....	5
Employee Anti-Drug and Alcohol Abuse Policy.....	7
Conflict of Interest and Commitment.....	9
No Solicitation of or Distribution to Employees.....	9
Smoke-Free Workplace Policy.....	11
Overtime and Paid Time Off	
Wage and Salary, Overtime and Fair Labor Standards.....	11
Vacation.....	12
Floating Holidays.....	13
Paid Time Off, General Provisions.....	13
Personal Business Days for Benefits Eligible Non-exempt Staff Employees.....	13
University and Bonus Holidays.....	13
Winter Break Reduced Hours.....	13
Extended Absence From Work	
Sick Time for Immediate Family Illness - Exempt Staff.....	14
Sick Time for Personal or Immediate Family Illness - Non-Exempt Staff.....	14
Court and Jury Duty Leave.....	15
Funeral/Bereavement Leave.....	15
Expanded Funeral/Bereavement Leave in Times of War/National Emergencies..	15
Volunteer Emergency Service Activities Leave.....	15
Expanded Leave for Public Service Activities in Times of War/National Emergencies.....	15
Salary Continuation for Qualifying Short-Term Disabilities, Maternity Leaves, and Long-Term Disabilities.....	16
New York State Disability Benefits and the Syracuse University Disability Benefits Plan.....	17
Family and Medical Leave Act (FMLA).....	18
Military Leave.....	19
Personal and Educational Leave.....	20
New York State Workers' Compensation.....	21
Non-Discrimination/Problem Resolution	
Equal Employment Opportunity and Affirmative Action.....	21
Non-Discrimination in Employment on the Basis of Disability.....	21
Non-Discrimination and Anti-Harassment in Employment.....	22
Sexual Harassment Prevention Policy.....	23
Staff Complaint Policy Statement.....	26
Staff Employee Disciplinary Policy.....	28
Termination and Severance Policy.....	29



Introduction

We are pleased to provide this overview of topics that are important to you as an SU staff member.

The policies printed herein were current as of the date of publication. The most complete and updated University policies can be found online at the Syracuse University Policy web site at <http://supolicies.syr.edu>. Procedures and contact information for Human Resources (HR) policies are available on the HR web site <http://humanresources.syr.edu>. While there are many policies that overlap the various categories of employees at SU, policies that relate strictly to faculty can be found in the online Faculty Manual at http://supolicies.syr.edu/fac_teach/manual.htm, and policies that relate strictly to bargaining unit staff can be found in the current union contracts. In the event of a conflict between the policies in this handbook and the online policy site, the online policy site controls; with an employee benefit description in this handbook (or the online policy site) and an employee benefit plan, the benefit plan controls.

If you are in doubt as to how any of the policies apply to you or have questions or concerns not addressed in this handbook, an HR representative is available to assist you. HR is also your resource for information concerning compensation, benefits, orientation, staff development, diversity, work/life programs, work-related problems, and other personnel issues.

This handbook does not constitute or imply a contract of employment, nor an agreement for continued employment. Each staff member is an “employee at-will” and has the right to end his or her employment with the University at any time, for any reason, and the University reserves this same right.

In addition, the University reserves the right to exercise judgment in establishing and administering policies, and retains the discretion to construe any ambiguous or disputed provision. The University also reserves the right to modify, revoke, suspend, terminate, or change any and all policies and procedures, in whole or in part, at any time and from time to time, without notice.

Syracuse University Motto

The Syracuse University motto appears in latin on the University seal: “Knowledge crowns those who seek her.”

Employee Category Definitions

SU has several categories of employees for which rights and responsibilities may vary. While certain policies apply to all employees (e.g. Anti-Drug and Alcohol Abuse Policy, Sexual Harassment Prevention Policy, among others), most faculty policies can be found in the Faculty Manual and bargaining unit staff employee policies can be found in the current contract agreements. As you read through the handbook, or consult the online Policy web site, these definitions will help you to understand policy applicability.

“Employee” means an individual who (1) receives compensation through the University’s Syracuse, New York, payroll system; and (2) is classified as an employee of the University in the records of the University’s Office of Human Resources. The term “Employee” excludes, among other individuals, University graduate assistants and University recipients of graduate fellowships.

“Staff Employee” means an employee of Syracuse University (“University”) who is receiving compensation through the University’s Syracuse, New York, payroll system, and who (1) is not a member of the University’s faculty, and (2) is not represented for collective bargaining purposes by a labor union. The term “Staff Employee” excludes, among other individuals, University undergraduate students, graduate assistants, and recipients of graduate fellowships. The University’s Office of Human Resources (“Office of Human Resources”) has the discretionary authority to interpret any term used in this definition, and any such interpretation will be final and binding on all individuals.

“Benefits Eligible Staff Employee” means a Staff Employee who is receiving compensation through the University’s Syracuse, New York, payroll system, and who (1) is regularly scheduled to work either at least

Workplace Guidelines



37.5 hours per week for at least 8.5 months during the University's academic year, or at least 20 hours per week for 12 months during the University's fiscal year, and who with respect to either schedule is classified as a "Regular" employee in the records of the Office of Human Resources; (2) would have been covered by the preceding item (1), but for the fact the employee is on a leave of absence with benefits or a layoff with benefits that has been approved by the University, and provided that the employee is also classified as eligible for benefits in the records of the Office of Human Resources; or (3) has otherwise been classified as eligible for benefits in the records of the Office of Human Resources.

"Bargaining Unit Staff Employee" means a staff employee of Syracuse University ("University") who is receiving compensation through the University's Syracuse, New York, payroll system and who is represented by a labor union for purposes of collective bargaining within the meaning of the National Labor Relations Act.

"Faculty Employee" means an employee of the University who is receiving compensation through the University's Syracuse, New York, payroll system, and who: (1) has an academic rank at the University of professor, associate professor, assistant professor, instructor, or lecturer; (2) has been duly appointed by a dean or a director of an academic unit; and (3) has instruction and/or scholarly activity as his or her primary duties.

"Bargaining Unit Faculty Employee" means a part-time non-tenure track faculty employee of the University who is: (1) receiving compensation through the University's Syracuse, New York, payroll system; (2) teaching fewer than twenty-four (24) credit hours per academic year (excluding summer sessions); and (3) represented by Adjuncts United/NYSUT for purposes of collective bargaining within the meaning of the National Labor Relations Act.

Staff Employee Workplace Standard

Each Syracuse University staff employee is expected to consistently put forth his or her best efforts toward

assigned job duties. While on the job, staff employees are expected to use their time at work and Syracuse University resources for the purpose of performing job duties. Every staff employee, regardless of the position held, has general responsibilities to Syracuse University and its community. These responsibilities include, but are not limited to:

1. Maintaining high standards of quality and productivity;
2. Cooperating with and respecting other members of the Syracuse University community (including, but not limited to, supervisors, co-workers, faculty and students) and their property;
3. Demonstrating integrity, keeping in mind that each staff employee is both an internal and external representative of Syracuse University;
4. Complying with all rules, regulations, policies and procedures of the University (these include, but are not limited to, the requirements specified in the Syracuse University Code of Ethical Conduct, Staff Employee Handbook, Syracuse University Policies, and the applicable privacy, safety, and health rules, regulations, and policies);
5. Maintaining regular attendance;
6. Properly caring for and maintaining Syracuse University equipment and property.

Benefits Eligibility Policy

The following policy describes the general eligibility requirements that employees must satisfy in order to participate in the Syracuse University benefit plans, subject to special eligibility provisions that exist in certain of those plans. Among the plans that have special eligibility requirements are the Dependent Tuition, TIAA-CREF, and Disability plans. Further information about the special eligibility requirements that exist in certain of the University's benefit plans is available from the Office of Human Resources.

"Benefits Eligible Employees" of the University who are receiving compensation through the University's Syracuse, New York payroll system generally will be eligible to participate in the Syracuse University benefits plans (subject to the special eligibility requirements that may apply with respect to certain of those plans). Employees represented for collec-

Workplace Guidelines



tive bargaining purposes by a labor union will only be covered by a plan to the extent plan benefits have been agreed to by the applicable union and employer.

“Benefits Eligible Employee” means an individual who satisfies the requirements of one of the classifications set forth below:

A. “Regular Faculty Employee” who is a member of the faculty of the University, and who: (1) has a full-time tenured or tenure-track appointment or otherwise has a single appointment to teach at least five three-credit hour courses (or the equivalent) in a single University academic unit for two or more consecutive academic years (excluding summer sessions), and who is classified as a “Regular” employee in the records of the Office of Human Resources; (2) would have been covered by the preceding item (1), but for the fact that the employee is on a leave of absence with benefits or a layoff with benefits that has been approved by the University, and provided that the employee also is classified as eligible for benefits in the Office of Human Resources; (3) is a participant in the University’s Tenured Faculty Voluntary Phased Retirement Program, and who, with respect to SUBBlue, SUOrange, SUPro and prescription drug benefits, is not a “highly compensated individual;” or (4) has otherwise been classified as eligible for benefits in the records of the Office of Human Resources; or

B. “Regular Staff Employee” who is an employee of the University and is not a member of the University’s faculty, and who: (1) is regularly scheduled to work either at least 37.5 hours per week for at least 8.5 months during the University’s academic year, or at least 20 hours per week for 12 months during the University’s fiscal year, and who with respect to either schedule is classified as a “Regular” employee in the records of the Office of Human Resources; (2) would have been covered by the preceding item (1), but for the fact the employee is on a leave of absence with benefits or a layoff with benefits that has been approved by the University, and provided that the employee is also classified as eligible for benefits in the records of the Office of Human Resources; or (3) has otherwise been classified as

eligible for benefits in the records of the Office of Human Resources.

The following individuals may be eligible for benefits under certain of the Syracuse University benefits plans due to their relationship to a Benefits Eligible Employee.

A. Your spouse or your same-sex domestic partner. Spouse means the person to whom you are married within the meaning of the laws of the jurisdiction of your domicile, provided that marriage is recognized as valid under the laws of the United States. Same-sex domestic partner means a person who:

- i. is of the same sex as you;
- ii. has provided the University with a signed affirmation, in a form acceptable to the University, that confirms an existing and established relationship of intended future duration that involves economic interdependency;
- iii. has provided the University with documentation of cohabitation, financial interdependence, and/or tax-dependency status, in such manner as is acceptable to the University; and
- iv. has registered as your same-sex domestic partner if living in a city or county providing for registration of same-sex domestic partners, and has provided the University with a copy of the appropriate certificate.

Benefits for eligible same-sex domestic partners could, in certain circumstances, be taxable.

B. Your unmarried eligible dependents to their 19th birthday. Eligible dependents mean:

- i. your biological children;
- ii. children of your spouse or eligible same-sex domestic partner;
- iii. children for whom you have legal custody, or for whom you have been appointed legal guardian; and
- iv. your adopted children and children who have been placed with you for adoption; provided that you certify (in a manner acceptable to the University) that they qualify as your dependents for federal income tax dependency exemption purposes, and that you provide the University with any information and/or documentation regarding such fact as the University may, in its sole discre-

Workplace Guidelines



tion, request. Benefits for the children of eligible same-sex domestic partners could, in certain circumstances, be taxable.

C. Your unmarried eligible dependents to their 25th birthday, if they are full-time students. An eligible dependent is a full-time student if the dependent is: registered at, and attending, what the University determines is an accredited institution of learning. An accredited institution of learning is:

- i. an institution that offers courses of study leading to a high school diploma, associate, bachelor or graduate degree; or
- ii. an institution that provides programs for career training and, upon completion of study, credentials the full-time student through licensing, certification or diploma. Such an institution of learning may include a business, vocational, technical, trade, or mechanical school. It does not include an on-the-job training course or a correspondence school.

An eligible full-time student will continue to be covered during the period of time an accredited institution of learning recognizes as the recess period between semesters, provided the full-time student is enrolled for the next academic session. An eligible full-time student will also continue to be covered during an institution's recognized legal holidays and vacation periods.

An eligible full-time student who is covered and who takes a leave of absence from an accredited institution of learning due to an illness will continue to be covered for up to twelve months from the date of the leave of absence. However, in no event will an eligible child be covered beyond the age at which coverage of children who are enrolled as full-time students terminates. The medical necessity of a child's leave of absence must be certified by the child's attending physician and written documentation of the illness must be submitted to the University.

D. Your unmarried eligible dependents who are unable to work or support themselves. Your dependent must be incapable of working because of mental illness, developmental disability or mental retardation, all as defined in the New York Mental Hygiene Law,

or because of physical disability. The condition must have occurred: before the dependent was no longer eligible for coverage under the applicable University benefit plan; before the dependent reached age 19; or before the dependent reached age 25, if a full-time student.

In addition to the special eligibility requirements that apply to the Dependent Tuition, TIAA-CREF, and Disability plans that are mentioned in the first paragraph of this policy, other plans that have special eligibility provisions include the Life Insurance and Accidental Death and Dismemberment, Dental, Cafeteria, Severance Pay, Adoption Assistance, Group Long-Term Care, and Voluntary Group Long Term Disability plans. Special benefit eligibility requirements also exist for retirees, graduate assistants, and fellows. A copy of the special eligibility requirements that apply with respect to a particular benefit can be obtained from the Office of Human Resources.

If there is any inconsistency between this policy (or any policy referred to in this policy) and the terms of the applicable University employee benefits plan, policy, or program, the terms of that applicable plan, policy, or program will control. As is the case with all of the University's employee benefit plans, policies, and programs, the University reserves the right to modify or terminate those plans, policies and programs from time to time.

Employee Anti-Drug and Alcohol Abuse Policy

Syracuse University prohibits:

1. The unlawful manufacture, distribution, sale, purchase, possession, or use of any drugs or controlled substances by its employees on its owned, operated, or controlled property or any other location.
2. Possession of drug paraphernalia.
3. The unlawful service, distribution, sale, possession, consumption, or other unlawful use of alcoholic beverages.
4. Unlawful behaviors involving alcohol, drugs or controlled substances including, but not limited to, underage drinking; public intoxication which im-

Workplace Guidelines



pacts the University; driving under the influence of alcohol or drugs; and manufacturing, distributing, and using false identification.

5. Purchase and distribution of medication, including but not limited to over-the-counter pain relievers contained in first aid kits, except for authorized University medical care units.

Any full-time, part-time, temporary or contracted employee who operates a Syracuse University owned, leased or rented commercial motor vehicle and who is required by law to have a commercial driver's license (CDL) to perform his/her job duties must comply with the Syracuse University Drug and Alcohol Testing Policy. The University's drug and alcohol testing policy for CDL drivers complies with the Federal Department of Transportation Employee Testing Act.

Alcoholic beverages may be served on University owned, operated, or controlled property or at University-sponsored events only in specifically licensed locations and private University residential units of persons of legal drinking age, provided the host is present and follows University policy. University funds may be used to purchase alcoholic beverages where lawful and in accordance with other applicable University policies. With the exception of events held at the Carrier Dome, Syracuse Stage, Drumlins, and the Inn Complete, etc., or as otherwise authorized by University policy, all on-campus events held on University owned, operated, or controlled property where alcoholic beverages are sold or served must be catered by Campus Catering in accordance with its Catering Alcohol Policy, or another licensed University service provider.

Employees who violate this policy will be subject to appropriate disciplinary action, which may include counseling, mandatory participation in an appropriate rehabilitation program, a warning, placement on strict probation, unpaid suspension from employment, termination of employment and/or referral to the proper law enforcement authorities for prosecution. All disciplinary procedures and appeals presently applicable to employees will continue to be available for violations of this policy.

Drug-Free Workplace Act of 1988

Because Syracuse University is a federal grant recipient and/or a federal contractor within the meaning of the Drug-Free Workplace Act of 1988, it is required to take steps toward maintaining a drug-free workplace. University policy is as follows:

1. The University prohibits employees to engage in the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances in the workplace. Any employee engaged in such prohibited conduct, or convicted of a crime involving a workplace drug violation, will be subject to discipline, up to and including discharge. The University will weigh all relevant facts and circumstances in reaching a decision to discipline. Without regard to, and independent of its decision to impose discipline, the University retains the right to require that a covered employee who engages in prohibited conduct participate in, and successfully complete, a drug abuse assistance or rehabilitation program. In addition, as a condition of continued employment under a federal contract or federal grant, covered employees must report to the University Office of Human Resources within five days of any criminal conviction for a workplace drug violation. The term "conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with responsibility to determine violations of State or Federal criminal drug statutes.

2. Nothing contained in this policy statement concerning employees will be construed to limit, or in any way restrict, the University's treatment of drug-related incidents involving any of its employees.

3. The University will establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace and to review the University's commitment to maintenance of a drug-free workplace within the meaning of the Act, as well as the penalties that may be imposed on employees for drug abuse violations. In addition, the drug-free awareness program will apprise employees of the availability of drug and alcohol rehabilitation counseling through Syracuse University's Faculty and Staff Assistance Program,

Workplace Guidelines



and will review with covered employees relevant services available through the program.

4. Employees will be provided with a copy of this policy statement and will be required to acknowledge receipt of this policy in writing.

In addition, the University maintains a policy on Alcohol, Other Drugs and Tobacco. That policy, as may be amended from time to time, and this policy shall govern conduct in the area of drugs and alcohol. The University's policies meet the requirements of the Drug-Free Schools and Communities Act, as amended.

No Solicitation of or Distribution to Employees

Solicitation of employees or distribution of advertising materials, handbills, or printed or written literature of any kind to employees on the premises of Syracuse University by persons who are not University employees is prohibited at any time.

Solicitation by one University employee of another employee for any purpose is prohibited while either employee is on his or her working time. ("Working time" does not include meal periods, authorized rest breaks or any period when employees are properly not engaged in the performance of their work tasks.) Distribution by University employees of advertising materials, handbills or printed or written literature of any kind to other employees during working time or in working areas is prohibited.

Conflict of Interest and Commitment for Staff and Faculty Not on Sponsored Programs

The mission of the University is to promote learning through teaching, research, scholarship, creative accomplishment, and service. As a natural outgrowth of the University's mission, it may be appropriate and desirable that Members of the University (hereinafter defined as faculty and salaried employees of the University) be professionally involved in outside activities such as lecturing at other institutions, practicing their profession, consulting and serving in professional and community organizations. Such activities

can enrich teaching, extend professional expertise, and contribute to the advancement of knowledge. In addition, it is recognized that Members may from time to time have ownership interests in, compensation arrangements with, or various other relationships involving, third parties with which the University conducts business.

While outside activities are generally encouraged and other relationships may be permitted, in some circumstances they can give rise to apparent conflicts. These conflicts can exist when a Member has certain financial or other interests or relationships or when there is a commitment of time or effort to non-University activities that prohibits a Member from meeting his/her obligations to the University. For the purposes of this policy "Conflict of Interest" and "Conflict of Commitment" have been defined as follows:

- a. Conflict of Interest occurs when a Member is in a position to influence a decision on University policies, purchases, programs or decisions from which he/she or a close family member or other associate might directly or indirectly receive a benefit. Such benefits can include, but are not limited to, receipt of a financial gain, gift, gratuity, favor, notoriety, or participation in nepotism or bribery.
- b. Conflict of Commitment arises when a Member's involvement in outside activities substantially interferes with his/her primary commitments to the University. Such interference can include, but is not limited to, performance of outside activities (i) during a Member's work hours for the University, or (ii) other than during work hours to an extent that renders the Member incapable of satisfactorily performing his/her responsibilities to the University.

Conflicts of Interest that relate to an investigator's financial interests being affected by research, scholarship, education or other externally funded activity are covered under Section 3.08 of The Faculty Manual.

Conflicts of Interest or Commitment may occur even though a Member's outside activities involve comparatively little time.

Workplace Guidelines



If a Member engages, or proposes to engage, in any activity which involves any actual, potential, or apparent Conflict of Interest or Conflict of Commitment, the activity and the conflict(s) must be promptly disclosed in writing to the University Administrator (i.e., supervisor, director, dean, department chairperson, vice president, senior vice president, or vice chancellor) having the most immediate supervisory relationship to the Member, before the Member engages in or continues his/her engagement in the activities which produce the conflict.

In addition,

- a. Members of the Chancellor's Cabinet shall complete and deliver to the Chancellor, on an annual basis and whenever prior responses have materially changed, a Conflicts Questionnaire in the form prescribed by the Chancellor.
- b. The following persons: (i) direct reports to members of the Chancellor's Cabinet, (ii) personnel assigned to the Central Purchasing Department, Library, Food Services Department, Bookstore or Publications Department, who are authorized to make independent purchasing decisions on behalf of the University (collectively, "Purchasing Agents"), and (iii) those persons who directly or indirectly supervise Purchasing Agents and who are directly or indirectly supervised by direct reports to the Chancellor's Cabinet, shall complete and deliver to the University's Conflicts of Interest Coordinator, on an annual basis and whenever prior responses have materially changed, a Conflicts of Interest/Commitment Questionnaire in the form prescribed by the Chancellor, to his/her designated Conflicts of Interest Coordinator for administrators and staff. The Conflicts of Interest Coordinator shall ensure that the appropriate University Administrators are informed of conflicts existing within their respective areas of responsibility.

All submitted Questionnaires shall be kept on file for such period of time as may be determined appropriate by the Chancellor, or the Conflicts of Interest Coordinator, as applicable.

University Administrators shall use their best efforts to resolve conflicts reported to them consistent

with the mission of the University, but may prohibit a conflict in its entirety if they determine that such resolution is not possible. Any appeal of a University Administrator's decision can be made through the appropriate supervisor, director, dean, department chairperson, vice president, senior vice president, or vice chancellor, with final appeal to the Chancellor. Any decision of a University Administrator must be in writing, and it is the responsibility of the Member, as well as the University Administrator, as the case may be, to ensure that a written decision is provided.

In addition to the disclosures required by this Policy and Policy 3.08 of The Faculty Manual, policies 3.02 through 3.04 of the Faculty Manual and the Outside Professional Consulting by Non-Faculty Employees policy set forth additional requirements that must be fulfilled in connection with a Member's outside professional consulting activities.

Failure of a Member to disclose and resolve or avoid an apparent Conflict of Interest or Conflict of Commitment in accordance with this Policy, or to comply with the consulting policies referenced in the preceding paragraph, may result in administrative actions in accordance with University policies found in The Faculty Manual and the Syracuse University policies web site, in addition to any legal penalties under state and federal laws that may be appropriate. Such administrative actions may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation.

Members of the University are expected to use good judgment, professional commitment, and highest standards of ethics and integrity to protect themselves and the University from conflicts. Any Member having questions about policy or practice regarding Conflicts of Interest or Conflicts of Commitment should inquire with his/her supervisor, or vice president or the Conflicts of Interests Coordinator.

This Policy may be amended from time to time pursuant to the University's policies and procedures in effect for amending documents setting forth University policy.



Overtime and Paid Time Off

Smoke-Free Workplace Policy

In compliance with the New York State Clean Indoor Air Act, as amended, all indoor areas of the workplace are smoke-free without exception. The purpose of the policy is to protect all employees and visitors from secondhand smoke, an established cause of cancer and respiratory disease.

Smoking is not permitted anywhere in the indoor workplace, including without limitation, University-owned or hired vehicles, private enclosed offices, conference and meeting rooms, cafeteria areas, lunchrooms and employee lounges.

Compliance with the Smoke-Free Workplace Policy is mandatory for all employees and persons visiting the University, with no exceptions. Employees who violate this policy are subject to disciplinary action.

Wage and Salary, Overtime and Fair Labor Standards

Salaried Staff

Salaried staff are paid semi-monthly and are exempt from the overtime provisions of the Fair Labor Standards Act. Under special circumstances supervisors and managers have the discretion to grant time off with pay (comp time) to exempt staff that have worked substantial extra hours. For exempt employees, comp time does not need to be taken during the same work week. It may be taken at any later date.

Hourly Staff

Staff members who are paid “hourly” are non-exempt and therefore subject to the overtime provisions of the Fair Labor Standards Act (i.e., they are required to be paid time and one-half their regular rate of pay for all hours worked in excess of 40 hours in a week).

- For the purposes of computing overtime, in addition to hours actually worked, all paid time off including vacation, holiday, personal business, jury duty, etc., except sick time, is counted as time worked.
- Any work performed by an hourly (non-student) employee on a regular University holiday

is paid at the overtime rate. Temporary staff employees are also entitled to holiday pay if a holiday falls on a regularly scheduled work day.

- A meal period of at least 30 minutes is required by NYS labor law for any employee after 6 hours of work.
- Staff members are allowed a paid work break of up to 15 minutes in each half of the workday. This time is intended to attend to personal needs including smoking breaks and cannot be accumulated or used for early dismissal.
- Time spent traveling to or from an assignment is not compensable if it is performed outside of the time that an employee performs his principal activity. Out of town travel during the regular workday is normally compensable. Out of town travel overnight or over the weekend is also compensable during the hours corresponding to the employee’s regular work day. However, you don’t need to pay employees for out of town travel time outside their normal working hours if they are merely a passenger in an airplane, train, boat, bus, or car driven by another person.
- Time spent putting on mandatory uniforms or protective clothing is part of a job, so that time is compensable.
- New York Labor Law requires that employers grant most employees at least 24 consecutive hours of rest in every calendar week. This covers part-time employees, also.
- Temporary employees should not be assigned overtime before bargaining unit employees, except in cases of emergency or to finish a job.
- If employees are called back to work after having punched out for the day, they are guaranteed four hours of pay or four hours of work. This does not include reporting early for their shifts. If employees are scheduled for overtime in advance (i.e., the day before), they will be guaranteed two hours of pay or two hours of work. In both cases, employees must actually report for the work. If the assignment is cancelled beforehand, there is no guarantee. If there is work available and the employee refuses, the guaranteed minimum is forfeited.
- Compensatory Time (Comp Time) may also be granted to non-exempt employees as a legal

Overtime and Paid Time Off



method of limiting or avoiding overtime payments by altering non-exempt staff work schedules. Hourly staff members are given time off (without pay) to compensate for time worked. For example, if a staff member comes in early, works late or works on a weekend, that staff member may be scheduled for correspondingly fewer hours during the remainder of the week to limit the total hours worked to 37.5 or 40. However, the comp time must be scheduled and taken during the work week in which the extra hours were incurred; by the end of the work week (i.e., Wednesday at midnight) the staff member must be paid for all hours worked that week. Compensatory time may not be accrued and taken in a subsequent week or weeks.

- For bargaining unit employees, the terms of the current bargaining unit contract supersede this policy.

15th anniversary falls = 20 days
 16th anniversary falls = 21 days
 17th anniversary falls = 22 days
 18th anniversary falls = 23 days
 19th anniversary falls = 24 days
 20th anniversary falls = 25 days
 30th anniversary falls = 30 days

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

Benefits eligible part-time staff employees are allotted vacation days in accordance with the above table, but the vacation pay is pro-rated based on the percent of full-time effort. For example, a non-exempt fiscal year benefits eligible staff employee with 1 to 5 years of service, working 20 hours per week would be eligible for 40 hours of vacation time (10 days of vacation multiplied by the average effort of 4 hours per day). A benefits eligible staff employee working full-time during the academic year is eligible for the noted number of vacation days pro-rated by the proportion of time worked in the fiscal year ($8.5/12 = 70$ percent) or 7 full days in the example of a benefits eligible non-exempt staff employee with 1 to 5 years of service; in this case, the vacation is used during the academic year.

Vacation time must be scheduled by mutual agreement of the benefits eligible staff employee and his/her supervisor. A new allotment of vacation is awarded each July 1st and, as a general rule, must be used by the following June 30th. Unused vacation at June 30th may not be reimbursed or carried forward to the next fiscal year. In rare special circumstances, carryover of unused vacation may be allowed with the written consent of the dean, director, or department head and the associate vice president - chief human resources officer.

The vacation entitlement schedule for bargaining unit staff employees is also based on years of service. Bargaining unit staff employees should consult the collective bargaining agreement for additional details about this benefit.

Paid Time Off, Vacation

The vacation entitlement schedule for benefits eligible staff employees is based on years of service.

Benefits Eligible Exempt Staff Employees

Annual Number of Vacation Days

Upon reaching July 1 following the date of hire = 20 days

Upon reaching the fiscal year in which the 20th anniversary falls = 25 days

Upon reaching the fiscal year in which the 30th anniversary falls = 30 days

Benefits Eligible Non-Exempt Staff Employees

Annual Number of Vacation Days

Upon reaching July 1 following the date of hire = 10 days

Upon reaching the fiscal year in which the:

5th anniversary falls = 15 days

11th anniversary falls = 16 days

12th anniversary falls = 17 days

13th anniversary falls = 18 days

14th anniversary falls = 19 days

Overtime and Paid Time Off



Paid Time Off, University and Bonus Holidays

Benefits eligible staff employees are eligible upon employment for paid University holidays and bonus holidays as identified in the Schedule of University Holidays, which is available in the Office of Human Resources or on the Human Resources web site. University offices are officially closed on these days.

To qualify for holiday pay, eligible employees must be actively employed on the workdays preceding and following the holiday. That is, they must either work or be on an excused leave (in accordance with all University paid time off and paid leave policies) both the day before and after the holiday in order to receive holiday pay.

Bargaining unit staff employees are eligible for holiday pay in accordance with the provisions of the collective bargaining agreement.

Paid Time Off, Floating Holidays

Floating holidays were implemented as a supplement to holiday and vacation time to provide additional flexibility for observing faiths and traditions important to staff members.

Upon employment and the beginning of each fiscal year thereafter, benefits eligible staff employees receive two paid floating holidays (pro-rated in the case of eligible part-time staff employees) that must be taken within the fiscal year or will be lost.

Paid Time Off, Winter Break Reduced Hours

During the period between December 25 and New Year's Day, the University typically has two or three paid holidays for benefits eligible staff employees and bargaining unit staff employees. Depending on when these holidays fall in a given year, there are three or four scheduled days of work between them. During these scheduled workdays, the University will operate on a reduced schedule.

- During the scheduled workdays between De-

ember 25 and New Year's Day, the University's office hours will be 9:30 a.m. to 4 p.m.

- Despite the reduced schedule, eligible employees will be considered to have worked a full day and will receive their normal pay.
- Full-time eligible employees whose normal work schedule is other than 8:30 a.m. to 5 p.m. should be given appropriate accommodation comparable to the reduced schedule.
- Part-time eligible employees whose hours fall within the 9:30 a.m. to 4 p.m. time frame (10 a.m. to 2 p.m., for example) will work their normal schedule, or their hours can be adjusted at the discretion of their supervisors with no corresponding reduction in pay.
- If it is not practical for an area/department to accommodate the reduced schedule due to particular work demands, eligible employees who are unable to participate should be given accommodation in the form of comparable time off with pay later within the same fiscal year when the work load allows.
- Vacation or floating holidays taken during the winter break period (or the comparable time off period noted above) will be counted as full days off and will not be pro-rated based on the winter break hours.

Paid Time Off, Personal Business Days for Benefits Eligible Non-exempt Staff Employees

At the beginning of each fiscal year, benefits eligible non-exempt staff employees are credited with two paid personal business days (pro-rated in the case of eligible part-time staff employees) that must be used within the fiscal year or will be lost. Eligible staff employees hired on or after the beginning of the fiscal year will not be credited with personal business days until the first day of the next fiscal year following their date of hire.

Paid Time Off, General Provisions

Eligible staff employees who are on leave when a new fiscal year commences (i.e., on July 1) do not accrue any new annual entitlement to vacation, float-

Extended Absence From Work



ing holidays and personal business days until they return from leave. Benefits eligible staff employees who separate from employment are entitled to be paid for unused vacation time only. Unused floating holidays or personal business time are not paid out upon separation from employment regardless of the reason for termination or who initiates the termination. The University reserves the right to interpret its paid time off policies and to amend, modify, or terminate those policies at any time.

Leave, Sick Time for Personal or Immediate Family Illness - Non-Exempt Staff

Each fiscal year, all active benefits eligible non-exempt staff employees are credited with six paid sick days (pro-rated in the case of eligible part-time staff employees) that may be taken during the fiscal year. These six days may be used for personal illness, or to care for an ill/injured child, spouse/same-sex domestic partner, or parent.

Eligible employees hired on or after the beginning of the fiscal year will accrue one day of sick pay every three months for personal or family illness (pro-rated in the case of eligible part-time employees), which may be taken by the end of the fiscal year. At the beginning of the next fiscal year, they will be credited with six new sick days (pro-rated in the case of eligible part-time staff employees) that may be taken during that fiscal year. Eligible employees who are on leave when a new fiscal year commences (i.e., on July 1) do not accrue any new annual entitlement to sick time until they return from leave.

Eligible employees who do not use all of their allowed sick days during a fiscal year will receive a sick pay bonus in July of the next fiscal year. The sick pay bonus is one-half of the sick pay allowance that was unused. To be eligible for sick pay bonus, the individual must have been actively employed for the entire fiscal year prior to the bonus pay date. For new hires where the hiring date was on or after the beginning of the fiscal year, no sick pay bonus will be allowed for unused sick time that accrued through the first June 30th of employment. Unused sick time will not be paid out upon separation from employ-

ment regardless of the reason for termination or who initiates the termination.

Eligible employees who have exhausted their full annual allotment of paid sick days (i.e., six days or pro-rated portion for new hires and eligible part-time employees) may take additional sick days at a reduced rate, at approximately two-thirds full pay. These days may be used for personal or family illness/injury of a child, spouse/same-sex domestic partner, or parent.

See the New York State Disability Benefits and the Syracuse University Disability Benefits Plan for eligible non-exempt employee personal illness policies. Absences of more than three consecutive days due to personal or family illness may be covered under the Family and Medical Leave Act (FMLA), if eligible.

All staff employees remain subject to University policies relating to time away from work and absenteeism. The University has discretion to determine, based on individual circumstances and the needs of a particular work area, whether absences are excessive and constitute abuse of University policies. Excessive absenteeism and/or abuse of University policies may result in discipline, up to and including discharge. The University reserves the right to interpret its sick time policies and to amend, modify, or terminate those policies at any time.

Leave, Sick Time for Immediate Family Illness - Exempt Staff

Benefits eligible exempt staff employees may charge time off to care for an ill/injured child, spouse/same-sex domestic partner or parent to sick time in the same manner as for personal illness, up to five (5) consecutive days.

See the Salary Continuation Plan for eligible employee personal illness policies. Absences of more than three consecutive days due to personal or family illness may be covered under the Family and Medical Leave Act (FMLA), if eligible. See "Family and Medical Leave" for information on FMLA policies.

Extended Absence From Work



All staff employees remain subject to University policies relating to time away from work and absenteeism. The University has discretion to determine, based on individual circumstances and the needs of a particular work area, whether absences are excessive and constitute abuse of University policies. Excessive absenteeism and/or abuse of University policies may result in discipline, up to and including discharge.

The University reserves the right to interpret its sick time policies and to amend, modify, or terminate those policies at any time.

Leave, Court and Jury Duty

Leave for court appearances includes being subpoenaed as a court witness or called for jury duty. Benefits eligible staff employees must notify their supervisors as soon as they learn they must serve and will receive full pay when performing these services during work time. Staff employees who are notified of jury duty or subpoenaed as witnesses and subsequently excused without serving should report to work as scheduled. Staff employees who are called to jury duty or other court appearance and serve less than one-half day (i.e., four hours) should report to work for the balance of their work schedule.

Leave, Funeral/Bereavement

Benefits eligible staff employees are eligible for up to three (3) workdays of bereavement leave in the event of a death in the immediate family, defined as a parent (including foster and step-parents), child, spouse/same-sex domestic partner, brother, sister, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, domestic partner, step-child, foster child, grandparent, grandparent-in-law and grandchild. Other relatives living in the eligible employee's household are also considered immediate family. Eligible employees must request leave by notifying their supervisors prior to taking leave. Upon request, supervisors have the discretion to allow additional time without pay, or eligible employees may apply unused current year vacation time to cover the extended absence, with supervisor approval.

Leave, Expanded Funeral/Bereavement in Times of War/National Emergencies

Benefits eligible staff employees may request a bereavement leave with pay for up to ten (10) workdays to assist in the grieving process for friends, colleagues or family members lost as a result of United States participation in a declared war or in times of extreme national emergency when the Chancellor determines Expanded Bereavement Leave to be justified. This ten-day leave includes the standard funeral/bereavement leave of three (3) workdays for immediate family members. Eligible employees may request unpaid leave in addition to the ten-day paid leave. All such requests will be considered on a case-by-case basis, contingent on the approval of the employee's supervisor. Eligible employees granted additional unpaid leave may, with supervisor approval, use accrued unused vacation time from the current year to cover an extended absence.

Leave, Volunteer Emergency Service Activities

Volunteer Emergency Service leave with pay is provided for benefits eligible staff employees engaged in certain short-term activities such as emergency medical technician or fire fighting as a bona fide member of a volunteer fire department. Eligible employees must make their supervisors aware of their commitment to this activity in advance, notify their supervisors each time they are called to duty, and submit to their supervisors proof of hours worked. Bargaining unit staff employees are eligible for such leave in accordance with this policy and the provisions of the collective bargaining agreement.

Leave, Expanded for Public Service Activities in Times of War/National Emergencies

Benefits eligible staff employees may request a leave with pay to volunteer their services for activities related to United States participation in a declared war or in times of extreme national emergency when the Chancellor determines Expanded Leave for Public Service to be justified. The request must be submitted to the eligible employee's su-

Extended Absence From Work



supervisor and will be considered for up to ten (10) workdays in duration. Leave decisions will be made at the supervisor's discretion based on the ability of the department to accommodate the absence. One expanded public service leave will be granted per eligible employee during the applicable period of war or national emergency and will be granted with pay for no longer than ten (10) workdays.

Eligible employees may request an extension of such a public service leave for up to an additional ten (10) workdays. This additional time can only be taken by applying unused vacation time from the current year to cover the absence or may be taken without pay if the individual's vacation accrual has been exhausted.

Bargaining unit staff employees are eligible for such leave in accordance with this policy and the provisions of the collective bargaining agreement.

Salary Continuation for Qualifying Short-Term Disabilities, Maternity Leaves, and Long-Term Disabilities

The University's Salary Continuation Plan ("Salary Continuation Plan") provides certain salary continuation benefits for an eligible exempt staff or faculty employee if the employee is absent from work due to an injury or sickness that prevents the employee from performing any and every duty of the employee's regular occupation, and if the other requirements of the Salary Continuation Plan are satisfied. Satisfaction of these requirements will allow such benefits to be provided for qualifying short-term disabilities, maternity leaves, and long-term disabilities.

The University's director of Benefits, Compensation and HR Services ("director") is responsible for administering the Salary Continuation Plan. A claim for benefits under the Salary Continuation Plan must be in writing on a form approved by the director and filed with the University's Human Resources office within 20 days from the date of an eligible employee's total disability, or as soon thereafter as reasonably possible. Initial proof of an eligible employee's

total disability must be provided by a licensed physician who is qualified to determine total disability, and must be given to the director before any Salary Continuation Plan payments will be made. If the requirements of the Salary Continuation Plan are satisfied, an exempt staff or faculty employee will be eligible for the following semimonthly payments:

- for the first 16 weeks of a qualifying total disability, an amount that is equal to 100 percent of the current salary that would otherwise be paid to the eligible employee during that period;
- for the next 10 weeks of a qualifying total disability, an amount that is equal to 60 percent of the current salary that would otherwise be paid to the eligible employee during that period (if the eligible employee wishes to receive salary continuation payments after the 52nd week of total disability, he or she must, by the end of the first 26 weeks of total disability, apply for Social Security disability benefits from the Federal Social Security Administration);
- for the next 26 weeks of a qualifying total disability, an amount that is equal to 50 percent of the current salary that would otherwise be paid to the eligible employee during that period; and
- after the 52nd week of a qualifying total disability, if the Social Security Administration has determined that the eligible employee is entitled to Social Security disability benefits and if the eligible employee has completed at least 12 months of active employment with the University, an amount that is equal to 50 percent of the current salary that would otherwise be paid to the eligible employee during that period (if the eligible employee became totally disabled on or before the attainment of age 60, salary continuation benefits under the Plan generally would be paid until the eligible employee attained age 65, except to the extent the Salary Continuation Plan provides otherwise).

The Salary Continuation Plan benefits described in the preceding paragraphs will be reduced by certain amounts that the eligible employee (or his or her spouse or dependents) received or is entitled to receive for the same period, e.g., Social Security disability benefits, Workers' Compensation benefits,

Extended Absence From Work

and certain other payments specified in the Salary Continuation Plan. Current salary means, for purposes of the preceding paragraphs, a participant's base annual salary at the time the participant becomes totally disabled, exclusive of overtime, overload, bonuses, supplemental summer compensation, or other extra or additional forms of compensation received (if a participant is on a University-approved leave of absence with pay, his or her current salary will be computed on the percentage being paid).

If an eligible employee is a participant in the University's TIAA-CREF Noncontributory Retirement Plan at the time that he or she has a qualifying total disability, the University will make contributions to that Plan of 10 percent of the benefits actually paid under the Salary Continuation Plan to the extent such contributions are made in accordance with the requirements of the TIAA-CREF Noncontributory Retirement Plan and the Salary Continuation Plan. Premiums for University medical, basic group-term life insurance, basic accidental death and dismemberment, and preventive dental coverage that an exempt staff or faculty employee is eligible for generally will be deducted from benefits paid under the Salary Continuation Plan during the first 16 weeks of total disability (and will be waived in subsequent weeks of total disability), to the extent the requirements of the Salary Continuation Plan and the other applicable plans are satisfied.

During the first twelve months of total disability, an eligible employee will have to provide, at least once every four weeks, new correspondence from a qualified licensed physician verifying that the total disability continues. The Salary Continuation Plan also has several other requirements that must be satisfied in order to receive benefits, including special eligibility requirements, a list of exclusions from coverage, limitations on how long benefits will be paid, requirements regarding when survivor benefits will be paid, conditions that will result in a termination of coverage, and special rules for a recurrent disability.

Details of the Salary Continuation Plan are on file in the Human Resources office. The entire cost of the

Salary Continuation Plan is paid by the University. A period of coverage under the Salary Continuation Plan generally will be counted against allowable leave under the Family and Medical Leave Act.

Any employee absent for six consecutive workdays must submit a return to work form completed by the employee's supervisor and the employee's physician to Human Resources when they return on or after the sixth day of absence. Restrictions recommended by the physician may result in a mandatory return to work physical for the employee.

New York State Disability Benefits and the Syracuse University Disability Benefits Plan

Statutory disability benefits provide a non-exempt staff or bargaining unit staff employee, who has satisfied the eligibility requirements of the New York State short term disability plan and the disability benefit requirements of the Workers' Compensation Law, with certain disability payments for a qualifying non-work related illness or injury. The eligible employee's supervisor must notify Risk Management when the eligible employee is out of work for more than one continuous calendar week (normally 5 working days). A notice and Proof of Claim For Disability Benefits form (DB-450) will be provided to and must be completed by the eligible employee and his or her physician and return to Risk Management within 30 days from the first day of disability (or as soon thereafter as reasonably possible). An eligible employee may also be eligible for supplemental benefits under the University's Disability Benefits Plan ("Disability Benefits Plan"). The requirements of the Disability Benefits Plan include, but are not limited to, the employee having a hire date prior to the beginning of the current fiscal year.

Any disability payments made pursuant to this policy will be made in accordance with the terms of the Disability Benefits Plan, and the terms of that plan will control if there is any inconsistency with this policy.

A period of coverage under the New York State

Extended Absence From Work



short term disability plan and/or the Disability Benefits Plan generally will be counted against allowable leave under the Family Medical Leave Act.

Any employee absent for six consecutive workdays must submit a return to work form completed by the employee's supervisor and the employee's physician to Risk Management when they return on or after the sixth day of absence. Restrictions recommended by the physician may result in a mandatory return to work physical for the employee.

Family and Medical Leave (FMLA), Compliance With

The University and its employees have all of the rights and responsibilities established by the Family and Medical Leave Act (FMLA) to the extent provided by law. The FMLA provides that an eligible employee is entitled to a total of twelve workweeks of leave during a twelve-month period for one or more of the following reasons:

- an employee's own serious health condition that makes the employee unable to perform his or her job (including absences covered by Workers' Compensation, NYS Disability, and paid sick days);
- care of a spouse, child, or parent who has a serious health condition; and/or
- care of a newborn child or a child placed with the employee for adoption or foster care (within twelve months of the birth or placement).

The University uses a "rolling" twelve-month period measured backward from the date an employee requests FMLA leave to determine an employee's leave entitlement. Employees who are granted FMLA leave will be returned to their previous position, or to an equivalent position upon their return. The same group health benefits will be provided during the leave that were provided before the leave; employees who are responsible for a portion of the required contributions must continue to make those payments. If an employee's portion of the required contribution is more than 30 days late, coverage may be canceled if payment is not received after

adequate notice has been provided. FMLA leaves are unpaid except to the extent expressly provided otherwise in this Policy.

Eligibility:

Employees are eligible for FMLA leaves if they have been employed by the University for twelve months and have worked 1250 hours or more during the twelve-month period immediately preceding the leave.

Health Condition:

The FMLA leave related to the serious health condition of an employee or a family member may be scheduled on an intermittent or reduced schedule basis when medically necessary (e.g., to receive recurring physical therapy or chemotherapy treatment). However, an employee taking leave on an intermittent or reduced schedule basis may be temporarily assigned to another position with equivalent pay and benefits that better accommodates the leave.

In the case of leave related to the serious health condition of the employee or a family member, the employee must make a reasonable effort to schedule planned medical treatments so as not to unduly disrupt the operation of the University and, if possible, must request a leave for planned medical treatments at least 30 days in advance, or as close to 30 days as possible. Employees may be asked to provide medical certification of the serious health condition requiring the leave.

When leave is taken because of the serious health condition of the employee or a family member, the employee must (except as may otherwise be required by applicable law):

1. use as part of the leave any accrued sick time; and
2. use accrued vacation benefit time to which the employee is otherwise entitled (i.e., use up allowable paid and unpaid leave days concurrently).

Child Care:

In the case of leave related to care of a newborn or child placed with an employee for adoption or foster care, the employee must make the leave request at

Extended Absence From Work



least 30 days in advance, or as close to 30 days as possible. If both parents work at the University, they are entitled to a combined total of 12 weeks leave in the twelve-month period immediately following the birth or placement of the child.

When leave is taken to care for a newborn or child placed with a staff employee for adoption or foster care, the staff employee must use any accrued paid vacation benefit time to which he or she is otherwise entitled as part of the leave, i.e., must use up allowable paid and unpaid leave days concurrently.

Leave, Military

Eligible employees ordered to report to, or who volunteer for, active duty in the National Guard or Reserves or Armed Forces will continue to accrue service credit and, with certain exceptions, have guaranteed reinstatement to work in accordance with the Uniformed Services Employment Reemployment Rights Act ("USERRA"). In addition, benefits eligible employees called to, or who volunteer for, active duty will be entitled to be paid the difference between their University pay and their military pay for up to ten days, provided they have not already used their ten day allotment for military service in the same fiscal year.

Offers of employment may not be rescinded because of military obligation if the appointment has already been offered and accepted.

Benefits eligibility for those on military leave and their dependents is as follows.

Continued benefits (for such period as is specified by the Office of Human Resources):

- Medical, Dental, Supplemental Life/Supplemental Accidental Death and Dismemberment (AD&D) and MetLife Home and Auto Insurance coverages will be maintained, provided the eligible employee continues to make premium payments as if he or she were actively employed by the University and satisfies the other applicable plan or policy provisions. As there are limitations in out-of-network coverage under the SUOrange

program, eligible individuals participating in SU-Orange may switch to SUBBlue or SUPro, providing all applicable requirements of the plans are met.

- Basic Life Insurance (\$10,000 for eligible staff, \$50,000 for eligible faculty)
- Remitted Tuition and Dependent Tuition
- TIAA-CREF retirement. Upon an eligible employee's reemployment, the University will make up any missed contributions to the plan that would have been made had the employee not been on military leave. Further, upon reemployment, an eligible employee will be provided an opportunity to make up any elected deferrals missed as a result of military leave. Any eligible employee make-up contributions must be made, starting at the date of reemployment, within a period consisting of three times the length of military leave, not to exceed five (5) years.
- Vacation, Floating Holidays, and Personal Days. During military leave, eligible employees are entitled to use any vacation, floating holidays or personal days accrued prior to the commencement of military leave in the same manner as such days can be used by an eligible employee who is on a non-military leave. Paid time off will not continue to accrue during military leave of absence. The time spent on military leave will be counted towards the eligible employee's length of service in calculating future paid time off, providing the eligible employee returns to work in accordance with USERRA provisions.
- In memoriam gift death benefit
- Adoption assistance
- Faculty and Staff Assistance Program (FSAP)
- Day care referrals (through FSAP)
- Credit Union services
- Recreation Services (dependent ID card required)
- Athletic discounts
- SU Bookstore discounts (dependent ID card required)
- Library access and borrowing privileges (dependent ID card required)

Continued benefits that are limited in scope:

- Salary Continuation (Disability benefits) - Exempt Employees. Eligibility for coverage for an

Extended Absence From Work



eligible employee's sickness or injury will be determined in the same manner as for an eligible employee who is provided a non-military leave of absence under the plan. There is no coverage for disabilities resulting from an "act of war." Please see that plan for details.

- **Disability Benefits - Non-Exempt Employees.** Eligibility for coverage for an eligible employee's sickness or injury will be determined in the same manner as for an eligible employee who is provided a non-military leave of absence under the plan. There is no coverage for injuries and sickness resulting from an "act of war." Benefits are payable under the University's disability benefits plan for a maximum of twenty-six (26) weeks. Please see that plan for details.

- **Voluntary Group Long Term Disability Insurance.** Eligibility for coverage for an eligible employee's sickness or injury will be determined in the same manner as for an eligible employee who is provided a non-military leave of absence under the plan provided the eligible employee continues to make premium payments as if he or she were actively employed by the University and satisfies the other applicable plan or policy provisions. There is no coverage for disabilities resulting from an "act of war." Please see that plan for details.

- **Long Term Care Insurance.** Coverage remains in effect in the same manner as for an eligible employee who is provided a non-military leave of absence under the plan provided the eligible employee continues to make premium payments as if he or she were actively employed by the University and satisfies the other applicable plan or policy provisions. There is no coverage for injury or disabilities resulting from an "act of war." Please see that plan for details.

- **Basic Accidental Death and Dismemberment (\$3,000 for eligible employees).** Coverage remains in effect in the same manner as for an eligible employee who is on a non-military leave of absence under the plan. There is no coverage for claims resulting from an "act of war." Please see that plan for details.

- **Pre-Tax Reimbursement Accounts for health or dependent care.** An eligible employee will be

able to continue to submit claims under the health and dependent care reimbursement plans while on military leave to the same extent that an eligible employee who is on a non-military leave of absence is permitted to do so under the plans. In certain instances under the health care reimbursement plan, claims may still be submitted up to the amount the eligible employee elected for the year in which the military leave occurs, provided that the eligible employee continues to pay, on a post-tax basis, the amount that would have been withheld pre-tax from his/her paycheck if the eligible employee had been receiving compensation from the University. Upon commencing military service leave, an eligible employee may change his/her elections under the plans. However, a new election may not be made while on leave.

- An employee's right to receive University benefits during a military leave will be subject to such terms and conditions as are specified in the applicable University plan or policy. Call Human Resources for additional information.

Leave, Personal and Educational

Staff employees with one year of continuous service may request an unpaid leave of absence for up to one year. To the extent a request for leave without pay is approved, the approval is with the understanding that the leave will protect prior continuous service in the event of a return to active service with the University on or before the expiration date. A personal or educational leave without pay does not guarantee reinstatement in the staff employee's former position; however, the University will assist in determining whether there is an opening for a comparable University job. Unless otherwise allowed by the terms of the applicable University employee benefit plan or policy or as otherwise required by law, a staff employee will not be eligible for University benefits while on unpaid leave. Service credits for educational benefits, holidays, vacation, pension, and sick leave do not accrue during an unpaid leave. Failure to return immediately upon expiration of a personal or educational leave or acceptance of a job elsewhere during the leave is considered a voluntary termination of employment.



Extended Absence From Work Non-Discrimination/Problem Resolution New York State Workers' Compensation

An employee who sustains a work-related injury or illness may be eligible for benefits in accordance with New York State Workers' Compensation Law. The employee must report the incident immediately to his or her supervisor. The employee and his or her supervisor must complete a Workers' Compensation Accident/Illness Report Form within 24 hours of the work-related injury or illness, and the supervisor must file the Form with Risk Management within the same 24 hour period.

Any employee absent for six consecutive workdays must submit a return to work form completed by the employee's supervisor and the employee's physician to Risk Management when they return on or after the sixth day of absence. Restrictions recommended by the physician may result in a mandatory return to work physical for the employee.

Non-Discrimination, Equal Employment Opportunity and Affirmative Action

In recognition of Syracuse University's responsibility to conduct its personnel policies, practices, procedures, and programs in a bias-free manner, it is hereby reaffirmed that the policy of Syracuse University is to recruit, employ, renew, retain, tenure and promote employees on the basis of ability, potential, and valid qualifications without regard to race, color, creed, religion, sex, gender, national origin, citizenship, ethnicity, marital status, age, disability, sexual orientation, gender identity and gender expression, veteran status, or any other status protected by applicable law to the extent prohibited by law. Furthermore, Syracuse University shall not discriminate against any disabled employee or applicant in regard to any position for which the employee or applicant is otherwise qualified. Consistent with this declaration, Syracuse University will continue to be responsive to the Equal Employment Opportunity and Affirmative Action guidelines established under Federal Executive Order 11246, Sections 503 and 504 of the Rehabilitation Act, the Vietnam Era Veteran's Readjustment Assistance Act, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the New York

Human Rights Law, and other related statutes and regulations in carrying out this policy. In this regard the University will continue to strive to eliminate impermissible discrimination in all its forms, intentional or inadvertent, with respect to all personnel decisions, procedures, and actions, including compensation, benefits, transfers, layoffs, returns from layoff, University sponsored training, educational, tuition assistance, social and recreational programs.

This policy of Equal Employment Opportunity applies equally to all job categories and all levels of appointments.

Non-Discrimination in Employment on the Basis of Disability

Syracuse University does not discriminate against any employee or applicant for employment because of his or her physical or mental disability, as state and federal law define those terms. The University has a policy of employing, advancing in employment, and otherwise treating qualified individuals with disabilities without discrimination based on their physical or mental disabilities in all University employment practices. It is the University's policy that all employment decisions should be based on valid job requirements.

The Office of Human Resources is responsible for the implementation of The Americans with Disabilities Act ("ADA") (1990 federal law enacted, with implementation by 1992); the Rehabilitation Act of 1973, Amended; and the New York Human Rights Law (enacted 1945, with subsequent amendments including the Reasonable Accommodation amendment, January 1998) for Syracuse University job applicants and employees. The ADA, the Rehabilitation Act, and the New York Human Rights Law protect qualified individuals with disabilities from employment discrimination. Under these laws an individual with a disability is a person who has:

- A physical or mental impairment that substantially limits one or more life activities (e.g., walking, seeing, speaking, hearing, breathing, learning, performing manual tasks, caring for oneself); or

Non-Discrimination/Problem Resolution

Revised February 2010

- A physical, mental or medical impairment resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function or is demonstrable by medically accepted clinical or laboratory diagnosis techniques; or
- Has a record of such an impairment; or
- Is regarded as having such an impairment.

The law and regulations define “qualified” as “a person who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of the position.”

Reasonable Accommodation

The University makes reasonable accommodations to the known physical and mental disabilities of otherwise qualified disabled individuals unless such an accommodation would impose an undue hardship. A reasonable accommodation is a modification or adjustment to a job, the work environment, or the way things usually are done that enables a qualified individual with a disability to enjoy an equal employment opportunity. An equal employment opportunity means an opportunity to attain the same level of performance or to enjoy equal benefits and privileges of employment as are available to a similarly situated employee or applicant without a disability. The University also protects applicants and employees from coercion, harassment, threats, intimidation or discrimination for filing a complaint or assisting in an investigation. The University will adhere to all applicable laws and standards governing disability discrimination and reasonable accommodations.

Non-Discrimination and Anti-Harassment in Employment

Syracuse University has a policy of employing, advancing in employment, and otherwise treating individuals without discrimination or harassment on the basis of race, color, creed, religion, sex, gender, national origin, citizenship, ethnicity, marital status, age, disability, sexual orientation, gender identity

and gender expression, veteran status, or any other status protected by applicable law to the extent prohibited by law. The University prohibits any such discrimination or harassment.

Under this policy, harassment is verbal or physical conduct, or written or electronic communications that denigrate or express hostility or aversion toward an individual because of his or her race, color, creed, religion, gender, national origin, citizenship, ethnicity, marital status, age, disability, sexual orientation, gender identity and gender expression, veteran status or any other status protected by applicable law to the extent prohibited by law, and that:

- Has the purpose or effect of creating an intimidating, hostile or offensive work environment; or
- Has the purpose or effect of unreasonably interfering with an individual’s work performance; or
- Otherwise adversely affects an individual’s employment.

Harassing conduct includes, but is not necessarily limited to:

- epithets, slurs or negative stereotyping.
- threatening, intimidating or hostile acts.
- denigrating jokes.
- written or graphic material that denigrates or shows hostility or aversion toward a group or an individual believed to be part of a particular group.
- written or graphic material that is placed on walls or elsewhere on University premises, or is circulated in the workplace.
- using electronic equipment to distribute, view, or otherwise disseminate materials or messages that are abusive, profane, threatening, defamatory or offensive.
- conditioning employment terms on submission to harassing conduct, sexual advances, requests for sexual favors, etc.

In addition, no person will be subject to discipline, retaliation, intimidation, or any other adverse treatment because he or she makes a complaint of discrimination or harassment in good faith or has participated in the investigative process in any way.

Non-Discrimination/Problem Resolution

Revised February 2010

Employees who believe that they are being discriminated against and/or harassed should promptly report such harassment to any one of the following:

- His or her immediate supervisor, the supervisor's supervisor, or a dean;
- Office of Human Resources staff including:
 - i. The Assistant Director of Employment Practices and Equal Employment Opportunity;
 - ii. The Recruitment and Diversity Specialist;
 - iii. The Manager, Staff Relations and Recruitment;
 - iv. The Sexual Harassment Officer; or
 - v. Any other member of the Office of Human Resources.

Upon a report of discrimination and/or harassment, the University will conduct a prompt and thorough investigation of the allegations. Upon completing the investigation, the University will take appropriate corrective action consistent with the results of the investigation. Disciplinary action, up to and including discharge, may be taken against employees who violate this policy.

This policy applies to all applicants, employees, and outside vendors and consultants during the course of business with the University. The University also maintains a separate Sexual Harassment Prevention Policy, and a separate Non-discrimination in Employment on the Basis of Disability Policy. Policies related to prohibited behaviors apply in the workplace and in any work-related setting outside the workplace, such as during work-related trips, work-related meetings and work-related social events.

Sexual Harassment Prevention Policy

Syracuse University is committed to maintaining a learning, research, living, and work environment free of sexual harassment. This policy statement expresses that commitment in unequivocal terms, defining prohibited conduct and offering a more integrated approach to violations. The specification of prohibitions, cautions, and remedies in this document, however, should be read in light of the University's basic commitment to preventing sexual harassment through education. Sexual harassment corrodes the values

most central to the mission of this University. Avoiding its occurrence is of the highest priority.

Legal Basis For Action

The Equal Employment Opportunity Commission (EEOC), the Department of Education, Office of Civil Rights ("OCR"), and the courts have interpreted the federal civil rights laws (Title VII of the Civil Rights Act and Title IX of the Higher Education Amendments) to prohibit sexual harassment in institutions of higher education. New York State also prohibits sexual harassment through its Human Rights Law. Both state and federal law treat sexual harassment as a form of prohibited sex discrimination. Syracuse University is under an obligation to take effective action to prevent and correct sexual harassment by or against members of the Syracuse University Community.

Definition

Based upon these laws, Syracuse University defines sexual harassment as unwelcome behavior of a sexual nature that relates to the gender or sexual identity of an individual and that has the purpose or effect of creating an intimidating or hostile environment for study, work, or social living. The policy covers activity both on campus and off.

The courts have recognized two forms of sexual harassment claims under Title VII of the Civil Rights Act of 1964: "quid pro quo" claims and "hostile environment" claims.

The "quid pro quo" claim (literally "this for that") involves harassment in which a supervisory employee or academic superior demands sexual favors in exchange for job or academic benefits over which that supervisor has some control or influence.

The "hostile work environment" claim involves unwelcome behavior of a sexual nature that creates an intimidating, hostile environment. This standard prohibits not only behavior intended to create a hostile environment, but also behavior that has the reasonably foreseeable effect of interfering with an individual's work, academic performance, or social living. Anyone who contributes to the creation

Non-Discrimination/Problem Resolution

Revised February 2010

of a “hostile work environment” may be held liable for sexual harassment, including the employer or its agents, if they knew of or reasonably should have known of the harassing conditions. This policy applies to all relationships between Syracuse University faculty, staff, graduate, undergraduate students, and administrative personnel, including student-to-student interaction. State sexual abuse laws may also apply in cases of unwanted touching or other activity or actions.

Sexual harassment as a concept encompasses the full range of coercive, unwelcome behavior, from subtle psychological force, to gross physical abuse. These acts may be visual (such as leering, ogling, and physical gestures conveying a sexual meaning), verbal (e.g., sexual innuendoes, suggestive remarks, sexually derogatory jokes), written (e-mail, cartoons or letters), or physical (such as hugging, pinching or fondling). Sexual harassment also includes requests for sexual relations combined with threats of adverse consequences if the man or woman refuses. What these behaviors have in common is that they focus on men and women’s sexuality and/or gender, rather than on their contributions as students or employees in the University.

Conduct alleged to be sexual harassment will be evaluated by considering the totality of the particular circumstances, including the nature, frequency, intensity, location, context, and duration of the questioned behavior. Although repeated incidents generally create a stronger claim of sexual harassment, a serious incident, even if isolated, can be sufficient. For example, a single suggestion that academic, other educational, or employment rewards or reprisals will follow the granting or refusal of sexual favors, may constitute sexual harassment and grounds for action under this policy.

Other Types of Harassment

There may be situations where employees or students believe that they are being subjected to a work or educational environment that for one reason or another is hostile or inappropriate, but does not meet the narrow definition of sexual harassment under the law and this policy. For example, students or

employees may experience harassment or a hostile environment due to race, religion, national origin, age, disability, sex, marital status, sexual orientation, or conduct which is simply harassing or bullying. Depending upon the circumstances, this type of conduct can be as bad or worse than a hostile environment caused by sexual harassment. Although such conduct is not covered by the definition of sexual harassment or this policy, it is still prohibited by other University policies and, depending upon the conduct, may be prohibited by state and/or federal law. The University has a number of problem referral procedures, formal and informal, which may be used to address non-sexually harassing conduct that nonetheless creates a hostile environment. Depending upon the nature of the problem and the persons involved, these procedures include:

All members of the University community (staff, faculty, students) may bring complaints of discrimination or harassment to:

- i. someone in a supervisory capacity such as Deans, Department Chairs, Administrators, Supervisors, etc.;
- ii. the Office of Human Resources, including the Office of Diversity and Resolution Process; and
- iii. the Affirmative Action Grievance Committee.

Additional resources and information on how to address sexual harassment may be obtained from:

- i. Office of Student Affairs (students only);
- ii. the Senate AFTPE Committee (faculty only); and
- iii. the Office of Human Resources, including the Office of Diversity and Resolution Process (faculty and staff).

The University is committed to insuring that its employees are permitted to work and its students are permitted to learn in environments that are free from all types of inappropriate and harassing conduct that have the purpose or effect of preventing those goals.

Scope of Policy

This policy applies to a broad range of behaviors by members of the University community. It covers sexual

Non-Discrimination/Problem Resolution

Revised February 2010

harassment that occurs by itself or is accompanied by behavior that is otherwise discriminatory; it also provides an avenue of redress for those who suffer ill effects from harassment directed at others (third-party harassment). Staff whose own performance was adversely affected by the sexual harassment of another staff member in their work area, for example, might have a claim.

Consensual Relationships

Sexual relationships that might be acceptable in other circumstances always pose inherent risks that they will result in sexual harassment when they occur between any teacher, supervisor, or officer of the University and any person for whom he or she has a professional responsibility. These relationships are fundamentally asymmetric and are known to lead to some of the worst abuses of staff, graduate and undergraduate students. Sexual relationships that occur outside the instructional context or work can also lead to difficulties. Administrators, supervisors, faculty members, and graduate assistants of the University thus need to hold themselves to a high professional standard and avoid sexual relationships with the students and subordinates with whom they work, recognizing that such relationships pose a professional conflict of interest that may make it difficult, if not impossible, to carry out their role as educators or supervisors.

The danger that sexual harassment will occur is particularly strong in relationships between teachers and students they are teaching. The relationship puts the student in a vulnerable position and creates a problematic learning environment for other students who become aware of the relationship. Professionalism within the University demands that those with authority not abuse, nor seem to abuse, the power with which they are entrusted. This policy thus prohibits individuals employed by Syracuse University from pursuing sexual relationships with undergraduate students they teach. This policy strongly discourages faculty sexual relationships with graduate students as well as relationships between a supervisor and a subordinate whose work that individual supervises. The policy requires reporting these relationships, when they occur, to an appropriate supervisor who will then arrange for other forms of evaluations or

monitoring, where necessary. In the context of a complaint, there will be no presumption that the relationship was welcome to the graduate student, or staff member. Even where the faculty member in this type of relationship is not teaching, advising, or supervising a student, the faculty member should be aware of the constant possibility that he or she may unexpectedly be placed in a position of such responsibility and should therefore report the relationship to their department chair.

Academic Freedom

Syracuse University strongly supports and protects the principle of academic freedom. All faculty members of the University community have a right to use the academic forum provided by the University to discuss controversial subjects and to express ideas with which some or most of the members of the community strongly disagree. Sexual harassment is not about voicing unpopular ideas. It is a form of intimidation that is unprofessional and that can silence some members of the University community. As the American Association of University Professors states in its policy statement on sexual harassment: "Intimidation and harassment are inconsistent with the maintenance of academic freedom on campus. This statement is no less germane if one is being made unwelcome because of sex, rather than unwelcome because of race, religion, politics, or professional interests." (Academe, September-October 1990, pp. 42-43.)

Record Keeping and Confidentiality

The record-keeping procedures outlined here are designed to protect the confidentiality of individuals to the maximum degree consistent with protection of the Syracuse University community against future sexual harassment. The Sexual Harassment Officer will keep detailed records of complaints and responses filed, and of dispositions of contested cases in a locked file. This material is subject to disclosure only as required by applicable law.

Policy Against Retaliation or Reprisals

Reprisals or retaliation against persons who initiate or support action against sexual harassment are strictly forbidden and will be grounds for se-

Non-Discrimination/Problem Resolution

Revised February 2010

vere disciplinary action. In an ongoing investigation, evidence of reprisals or retaliation may suggest that sexual harassment has occurred. The Sexual Harassment Officer will advise respondents, hearing panels, and supervisory personnel about means of preventing the occurrence of retaliation or reprisals.

Limitations on Actions

Persons who remain in the University community may invoke this grievance procedure for incidents occurring up to two years previously. If a person severs his or her relationship with the University (through graduation, change of job, etc.) that time frame is shortened by the requirement that such persons initiate these procedures within six months of the date of severance or two years from the occurrence, whichever is earlier.

While this policy applies to the University's overseas programs and to internship and fieldwork experiences sponsored by the University, it is subject to adaptation as appropriate to these settings.

Role of the Sexual Harassment Officer

This person is responsible for educating the University community about sexual harassment, implementing this policy, and eradicating sexual harassment. The Officer will provide assistance to persons who believe they are victims of sexual harassment; conduct investigations and take appropriate corrective action in order to eliminate sexual harassment; train all relevant personnel; supervise, implement, and monitor the procedures described here; maintain accurate, secure records. The Officer shall cooperate with the appropriate University Senate oversight committees. In all matters concerning faculty members, the officer and the Chair of the Senate Committee on Academic Freedom, Tenure, and Professional Ethics shall work in consultation with each other. The Officer is appointed by and reports to the Chancellor concerning sexual harassment matters.

Staff Complaint Policy Statement

This process is intended to resolve complaints arising between University employees and their super-

visors.¹ All non-union employees functioning in a supervised or supervisory capacity are subject to this Staff Complaint Process. This includes staff, administrators, and supervisors in their supervised or supervisory capacity.

Staff should have opportunity to express opinions, discuss complaints, and seek information on matters affecting their jobs. All levels of administration are expected to listen to and counsel staff on any work-related concerns raised.

The University encourages complaints to be worked out between the involved parties as much as possible, but provides this Staff Complaint Process² for those situations where parties have been unable to reach resolution. This Staff Complaint Process includes an informal procedure that attempts resolution through mediation, and a formal procedure that reaches final resolution by means of hearing panels made up of other staff and supervisors. There is also an appeals procedure.

No staff members shall be subjected to retaliation or adverse treatment for participating in this Staff Complaint Process.

The implementation of the informal and formal procedures contained in this Staff Complaint Process depends on participation by the supervised and supervisory employees covered by this Process. Their contributions to this Process are considered service work to the University. All supervised and supervisory employees covered by this Process are encouraged to participate by contributing their paid time at the University to the implementation of this Process in roles such as mediators, advocates and hearing panel members, defined in Appendix I online at http://supolicies.syr.edu/emp_ben/staff_complaint.htm. Managers and Supervisors are encouraged to support this service work by supporting those who choose to participate.

¹ Faculty are included only when serving in a supervisory capacity and a decision made impacts a staff member who makes a complaint (see Section III).

Non-Discrimination/Problem Resolution

The following sections of this document describe the policy purpose underlying the Staff Complaint Process, who may use this Process, matters covered under this Process, and matters not covered under this Process. Throughout this document, the employee who is bringing a complaint is referred to as the “Complainant,” and the person the Complainant is complaining against is referred to as the “Respondent.”

I. Policy Statement

1.1 Syracuse University is committed to establishing and maintaining harmonious working relationships between supervisors and the employees whom they supervise. Toward that end, this procedure is intended to ensure the prompt and impartial resolution of disputes that have been addressed through supervisory channels but cannot be or have not been satisfactorily resolved.

1.2 A staff member may bring a support person to any or all of the meetings related to addressing a work-place problem. The support person cannot be an attorney. Staff Advocates (defined in Appendix I online at http://supolicies.syr.edu/emp_ben/staff_complaint.htm), who are trained in conflict resolution techniques, are available as resources for Complainants to provide support and guidance throughout the entire process. As another option, the Complainant may choose his/her own support person instead of a Staff Advocate. The Complainant and the Respondent may also seek process assistance from the Human Resources Office. Contact the Staff Complaint Coordinator for more information at 443-1914.

1.3 If the unresolved dispute involves disciplinary action, the supervisor is not precluded from utilizing the University’s discipline policy while waiting for the dispute to be resolved. Nothing in this procedure is intended to limit the University’s right to manage and direct its work force and operations, including the University’s right to adopt or alter any rule, policy or practice with advance notice.

1.4 Supervision of the Staff Complaint Process is the responsibility of the Associate Vice President, Human Resources with oversight responsibility by the Sr. Vice

President, Human Services & Government Relations. The Diversity and Resolution Processes unit of Human Resources is responsible for the implementation of the Staff Complaint Process.

1.5 The Staff Complaint Process is subject to change from time to time and will be subject to periodic review and modification.

II. Who May Use This Process

This process is intended to resolve complaints arising between University employees and their supervisors.³ All non-union employees functioning in a supervised or supervisory capacity are subject to this Staff Complaint Process. This includes staff, administrators, and supervisors in their supervised or supervisory capacity.

III. Matters Covered Under This Process

This Process applies to complaints based upon actions, events, circumstances, or conditions that adversely affect the welfare or terms and conditions of employment of a staff member or a group of staff members, as specifically defined below:

3.1 Disciplinary actions, including documented verbal warnings, written warnings, suspensions and dismissals, in which the Complainant alleges that the Respondent acted inappropriately (e.g. disciplined too severely; violated University policy in the disciplinary action) or that the Complainant alleges he or she was not guilty of the offense of which accused.

3.2 Alleged violation of a specific University rule, policy or practice.

3.3 Acts of retaliation or reprisal against Complainant as a result of using this Process.

3.4 Acts of retaliation against witnesses or those giving information during the complaint procedures or other University proceeding.

3.5 Termination of employment of regular status employees.

³ Faculty are included only when serving in a supervisory capacity and a decision made impacts a staff member who makes a complaint (see Section III).

Non-Discrimination/Problem Resolution

3.6 Employees who wish to challenge an action or directive from supervision or management are required to first carry out the directive and later challenge it through this resolution Process.

IV. Matters Not Covered Under This Process

4.1 Acts of sexual harassment and discrimination on the basis of race, color, religion, age, disability, national origin, sex, or sexual orientation or other bases prohibited by applicable New York state or federal law.

4.2 Issues related to performance evaluation, or letters summarizing discussion or understanding unless the employee proves preliminarily the communication to be arbitrary and capricious. The phrase “arbitrary and capricious” describes an action or decision that is made without cause or without consideration of an objective standard, and is therefore totally subject to the whim or pleasure of the person or party in power.

4.3 Evaluations and termination during a probationary period.

4.4 Contents of University policies, procedures, and rules.

4.5 Certain managerial decisions or actions are excluded from this Process unless the Complainant can prove preliminarily the action to be arbitrary and capricious, including:

- a. termination, lay-off, demotion, suspension, reduction in the workforce, job abolishment, or release from the University as a result of a lack of work or a declaration by the University of financial exigency;
- b. termination of a restricted fund position due to cessation of funding;
- c. the publishing of reasonable policies, rules or regulations;
- d. decisions concerning the planning, direction or control of the University’s operations;
- e. introduction of new or improved methods or facilities;
- f. the introduction of technological improvements;

- g. the installation or removal of equipment;
- h. creating, combining, splitting or abolishing jobs;
- i. changing the number of employees working in a classification;
- j. scheduling the workforce;
- k. transferring employees; reassignment;
- l. position classification and salary decisions

4.6 Other decisions or actions which involve the selection of methods, means or personnel by which the University’s mission or activities are to be carried out unless the Complainant can prove preliminarily the action to be arbitrary and capricious.

4.7 Employee disagreements with other employees. Complainant can call upon the appropriate resources, including the HR’s Diversity and Resolution Processes unit, Faculty and Staff Assistance Program (FSAP), or PARC (Program for the Analysis & Resolution of Conflicts) in the Maxwell School (see Appendix II, Additional Problem Resolution Options online at http://supolicies.syr.edu/emp_ben/staff_complaint.htm).

Associated Procedures

The procedures associated with this policy can be found online at http://supolicies.syr.edu/emp_ben/staff_complaint.htm.

Staff Employee Disciplinary Policy

The University follows a policy of progressive discipline that generally provides staff employees with notice of performance and conduct issues, and an opportunity to address those issues. In most instances, progressive discipline will involve a multi-phase process entailing some or all of the following: (a) the supervisor will discuss the problem or infraction with the staff employee; (b) if the situation remains uncorrected, a formal written warning may be given to the staff employee; (c) if the problem persists, further disciplinary action, up to and including discharge, may be taken.

In certain cases involving serious performance or misconduct issues, staff employees may be suspended or discharged for a first offense (e.g., violence, insubor-

Non-Discrimination/Problem Resolution

Revised February 2010

dination, theft, sexual harassment, etc.). Disciplinary action (including discharge) should only be taken after consultation with the Office of Human Resources. In special cases where immediate action is necessary, employment may be suspended by the supervisor pending a review by the Office of Human Resources.

Termination and Severance Policy

The University maintains standards of conduct, work rules, and performance expectations that apply to staff employees.

The violation of certain standards may result in immediate suspension or dismissal. These include, but are not limited to: fighting, refusing to perform a reasonable work assignment, reporting to work under the influence of alcohol or illegal drugs, theft or misuse of University funds or property (including computer data and software), unauthorized attempts to access or copy computerized data or software, unlawful photocopying of copyrighted materials, breach of software confidentiality and ownership agreements, falsification of University forms or documents, gambling and engaging in conduct which threatens the safety of others.

In cases where the University deems the situation does not warrant immediate suspension or dismissal, the University may utilize a variety of forms of progressive discipline to address conduct and performance issues. Staff employees who fail to address these issues after progressive discipline is imposed may be terminated for cause.

In the case of separation where a benefits eligible staff employee has been involuntarily terminated by the University without cause, including but not limited to layoff, position restructure, and position elimination, one week notice is given to a benefits eligible staff employee who has at least one month and up to three months of service, and two pay periods notice (two weeks for non-exempt; one month for exempt) is given to a benefits eligible staff employee who has more than three months of service. This is also the minimum notice expected of staff employ-

ees who separate from the University voluntarily. Benefits eligible staff employees who separate from the University are entitled to receive pay for unused vacation time, if eligible, when their employment ends. In unusual circumstances, pay may be given to a benefits eligible staff employee in lieu of notice, subject to applicable withholdings and deductions for payroll tax purposes. No contributions to the University's TIAA-CREF retirement plans will be made with respect to such payments.

Any notice or pay provided pursuant to this policy is not intended to duplicate any other notice or pay that the University provides to an employee as a result of termination of employment. If an employee is provided any other notice or pay as a result of a termination of employment (e.g., any separation or termination notice or pay provided as a result of a layoff or other termination of employment that is pursuant to a University-approved written arrangement or agreement that is separate from this policy), any notice or pay that the employee otherwise would have been eligible for under this policy shall be reduced by the amount of such other University notice or pay provided.

Staff employees terminated for cause are not eligible to receive notice or severance pay. Cause shall be defined as termination for misconduct or performance reasons as determined by the University in its sole discretion. The right of staff employees to receive other benefits upon termination of employment (e.g., COBRA health continuation coverage) will be governed by the terms of the applicable employee benefit plans.

In all cases of termination, the supervisor must consult with the Office of Human Resources before taking action to terminate.