

EMPLOYEE HANDBOOK

Welcome to the A.T. Still University family!

ATSU blends the best of 125 years of health professions education excellence with a learning-centered culture, innovation, whole person healthcare, interprofessional opportunities, osteopathic tenets, and unique strategic partnerships. Adding and sharing your talents is essential to the University's continued success, growth, and progress on the journey to preeminence.

This *ATSU Employee Handbook* contains important information on personnel policies, benefits, and practices designed to serve as a resource and assist you with becoming better acquainted with the University. ATSU's excellent Human Resources staff is also available to guide you and answer questions. May your time with A.T. Still University be filled with professional success and a great sense of accomplishment as we work together, hand in hand, to educate tomorrow's healers and leaders in healthcare. I can think of no greater calling.

With warmest regards,

Craig M. Phelps, DO, '84
President

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All University policies may be found on the ATSU portal. Sign in at my.atsu.edu. Click on “ATSU Policies” on the left sidebar to review individual policies.

INTRODUCTION

The *ATSU Employee Handbook* (“Handbook”) is a general guide regarding what is expected of an employee and what employees may expect from A.T. Still University of Health Sciences (“ATSU” or the “University”). **It is not a contract nor does it contain a complete list of all ATSU policies.** Rather, it is a brief summary of key ATSU policies and practices affecting employment. Please read this Handbook thoroughly. Questions may be directed to an appropriate supervisor. Questions may also be directed to ATSU Human Resources by calling 660.626.2790 (Missouri) or 480.219.6007 (Arizona), or by emailing hr@atsu.edu.

The contents of the *Handbook* are subject to change. The latest version is located at my.atsu.edu on the Human Resources homepage.

THE UNIVERSITY

Established in 1892 by A.T. Still, DO, founder of osteopathic medicine, ATSU began as the nation’s first college of osteopathic medicine and has evolved into a leading university of health sciences comprised of two colleges and four schools on two campuses and online. Today, ATSU offers master’s degrees across health disciplines; doctorates in athletic training, audiology, health administration, health education, health sciences, occupational therapy, and physical therapy; the doctor of dental medicine; and the doctor of osteopathic medicine.

THE MISSION STATEMENT

A.T. Still University of Health Sciences serves as a learning-centered university dedicated to preparing highly competent professionals through innovative academic programs with a commitment to continue its osteopathic heritage and focus on whole person healthcare, scholarship, community health, interprofessional education, diversity, and underserved populations.

ATSU HUMAN RESOURCES STATEMENT

The mission statement of the University may be fulfilled only when the Board of Trustees, staff, faculty, and administration, work together in an atmosphere of mutual trust and cooperation and an environment free from conflict. Those we serve necessitate we work together in mutual respect of one another's functions and each person's importance as an individual.

ATSU employees may expect to be treated fairly with dignity and respect. Employee safety, security, and future welfare are of great concern to the Board of Trustees and administration of this University. In turn, ATSU expects all employees to represent the University and perform in a manner befitting a professional.

ACCOMMODATIONS FOR EMPLOYEES WITH DISABILITIES

Employees with disabilities may request accommodations to enable performance of essential job functions. To request accommodations, contact Human Resources at 480.219.6007 (AZ) or 660.626.2790 (MO). A physician recommendation affirming the existence of a disability and a desired accommodation is requested in order to facilitate employee accommodations.

ACADEMIC ADJUSTMENTS (ACCOMMODATIONS) FOR STUDENTS WITH DISABILITIES

Faculty and staff members should be aware of the process whereby students with disabilities may seek academic adjustments under federal law and ATSU policy. Academic adjustments are provided for qualified students with disabilities to ensure academic requirements do not have discriminating effects.

Any student seeking academic adjustments to accommodate limitations due to a documented disability is required to register with Learning & Disability Resources. Requests for academic adjustments must be made in writing to the director of learning & disability resources at disabilityresources@atsu.edu.

Please see ATSU Policy No. 20-110: *Technical Standards and Academic Adjustments* for an outline of the entire process.

NOTICE OF NONDISCRIMINATION
(ATSU Policy No. 90-210: *Prohibition of Discrimination, Harassment, and Retaliation*)

ATSU does not discriminate on the basis of race, color, religion, ethnicity, national origin, sex (including pregnancy), gender, sexual orientation, gender identity, age, disability, or veteran status in admission or access to, or treatment or employment in its programs and activities. Dating violence, domestic violence, sexual assault (e.g., non-consensual sexual contact/intercourse), stalking, harassment, and retaliation are forms of discrimination prohibited by ATSU.

Any person who witnesses or has knowledge of incidents of discrimination, harassment, retaliation, or any other situation prohibited by this policy should report such information to the persons listed in this general order. All reporting parties are protected from adverse action or retaliation under the provisions of this policy and by ATSU Policy No. 10-216: *Whistleblower*. Good faith reports, even if erroneous, will not result in punitive action. Deliberately false and/or malicious accusations of harassment are just as serious an offense as harassment and will be subject to appropriate disciplinary action.

To report violations of ATSU's nondiscrimination policies, request information, or for assistance filing a police report, contact the following persons:

Employees, members of the public,
or beneficiaries should contact:

Students should contact:

Arizona Campus

Tonya Fitch
Director of Human Resources
Deputy Title IX Coordinator
5850 East Still Circle
Mesa, AZ 85206-3618
480.219.6007
tfitch@atsu.edu

Arizona Campus

Beth Poppre
Associate Vice President for Student Affairs
Deputy Title IX Coordinator
5850 E. Still Circle
Mesa, Arizona 85206-3618
480.219.6026
bpoppre@atsu.edu

Missouri Campus

Donna Brown
Assistant Vice President of Human Resources
Deputy Title IX Coordinator
800 West Jefferson Street
Kirksville, Missouri 63501
660.626.2790
dbrown@atsu.edu

Missouri Campus

Lori Haxton
Vice President for Student Affairs
Deputy Title IX Coordinator
800 West Jefferson Street
Kirksville, Missouri 63501
660.626.2236
lhaxton@atsu.edu

Alternately, discrimination complaints, reports, or questions may be directed to the ATSU Title IX Coordinator:

John Gardner
Title IX Coordinator
800 West Jefferson Street
Kirksville, MO 63501

660.626.2113
titleix@atsu.edu

ATSU Campus Security (<http://www.atsu.edu/security>)

Arizona campus:

Emergency – 911 (off-campus)
Emergency – 911 (on-campus)
Security Office – *7 (on-campus)
Non-Emergency Security – 480.341.9075
Mesa Police Department – 480.644.2211, opt. 2

Missouri campus:

Emergency – 911 (off campus)
Emergency – 9-911 (on-campus)
Security Office – 33 (on-campus)
Non-Emergency Security – 660.626.2380 / 660.349.9513
Kirksville Police Department – 660.785.6945

On-campus confidential resources are available for students through:

ATSU Counseling Services (http://www.atsu.edu/counseling_services)

Arizona campus – Art Matthews, 480.219.6170, amatthews@atsu.edu
Missouri campus – Thom Van Vleck, 660.626.2424, tvannleck@atsu.edu

To anonymously and confidentially report situations or behavior prohibited by this policy, call the 24-hour service at 1-855-FRAUD-HL or use our secure online reporting form at <http://www.fraudhl.com>. Reference Company ID (“ATSU”) when making a report.

Off-campus counseling and victim support are available through:

National Sexual Assault Hotline – 800.656.4673
Victim Support Services, Inc. (Missouri) – 660.665.1617
Mesa Victim Services Unit (Arizona) – 480.644.4075

Complaints regarding potential violations of Title IX, the Clery Act, or Title VII may be directed to:

Title IX and Clery Act:

U.S. Department of Education
One Petticoat Lane
1010 Walnut Street, Suite 320
Kansas City, MO 64106
816.268.0550
816.268.0559 fax
ocr.kansascity@ed.gov

Title VII:

U.S. Equal Employment Opportunity Commission
Robert A. Young Federal Building
1222 Spruce Street, Room 8.100
St. Louis, MO 63103
800.669.4000
314.539.7894 fax
800.669.6820 TTY

A. Anti-Harassment

1. Prohibited conduct includes unwelcome conduct, whether verbal, non-verbal, physical, or visual, that is based on or relates to an individual's race, color, religion, ethnicity, national origin, sex (including pregnancy), gender, sexual orientation, gender identity, age, disability, veteran status, or any other status protected by applicable law, and
 - a. Has the effect of creating a hostile environment;
 - b. Has the effect of unreasonably interfering with an individual's work or student's performance; or
 - c. Otherwise adversely affects an individual's employment or education opportunities.
2. A hostile environment is any situation in which there is harassing conduct sufficiently severe, pervasive, or objectively offensive to alter the conditions of employment or limit, interfere with, or deny educational benefits or opportunities, from both a subjective (the alleged victim's) and an objective (a reasonable person standard) viewpoint.
3. The determination of whether an environment is “hostile” will be based upon the circumstances, including:
 - a. Frequency of the conduct;
 - b. Nature and severity of the conduct;

- c. Whether the conduct was physically threatening;
 - d. Whether the conduct was humiliating;
 - e. Effect of the conduct on the alleged victim's mental or emotional state;
 - f. Whether the conduct was directed at more than one person;
 - g. Whether the conduct arose in the context of other discriminatory conduct;
 - h. Whether the conduct unreasonably interfered with the alleged victim's educational or work performance;
 - i. Whether the statement is an utterance of an epithet which engenders offense in an employee or student, or offends by mere discourtesy or rudeness;
 - j. Whether the speech or conduct deserves the protections of academic freedom or the First Amendment of the U.S. Constitution.
4. Examples of prohibited conduct include but are not limited to: jokes, epithets, slurs, insults, negative stereotyping, written or graphic material (including emails), or any threatening or intimidating acts, that denigrate or show hostility toward an individual and relate to race, color, religion, ethnicity, national origin, sex (including pregnancy), gender, sexual orientation, gender identity, age, disability, veteran status, or any other status protected by applicable law.
 5. Prohibited behavior also includes any unwelcome behavior of a sexual nature such as sexual advances and propositions; requests for sexual favors; sexual jokes, comments, suggestions, or innuendo; foul or obscene gestures or language; display of foul, obscene, or offensive printed or visual material; unwelcome physical contact of a sexual nature, such as bodily contact with the breast, groin, or buttocks; patting, pinching, hugging, or brushing against another individual's body; and any other unwelcome verbal, non-verbal, physical or visual conduct of a sexual nature where:
 - a. Submission to such conduct is an explicit or implicit condition of employment or education; or
 - b. Submission to or rejection of such conduct is used as a basis for employment-related or academic-related decisions such as a promotion, discharge, performance evaluation, pay adjustment, discipline, work assignment, or any other condition of employment or career development or academic development; or
 - c. Such conduct has the effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, abusive, or offensive working or educational environment.
 6. Non-consensual sexual contact and non-consensual sexual intercourse are explicitly prohibited by this policy.
 - a. Non-consensual sexual contact is any unwelcome intentional sexual touching, however slight, with any object, by a man or woman upon a man or woman.
 - b. Non-consensual sexual intercourse is any unwelcome sexual intercourse, however slight, with any object, by a man or woman upon a man or woman, without consent and/or by force.
 - c. Consent is clear, knowing, and voluntary. It may be given by words or actions, but silence itself cannot be interpreted as consent. Consensual words or actions create mutually understood, clear permission regarding willingness to engage in sexual activity.
 - d. Force is the use of physical violence and/or imposing on someone physically to gain sexual access. Force also includes threats, intimidation, and coercion that overcome resistance or produce consent.
 - e. Sexual activity with someone whom one knows to be, or based on the circumstances should reasonably have known to be, mentally or physically incapacitated constitutes a violation of this policy.
 7. This policy applies universally to all University employees and students in their dealings with each other and to all University employees and students in their dealings with third parties. Any University employee or student who violates this policy will be subject to corrective action up to and including termination or dismissal. University employees or students may be disciplined, up to and including termination or dismissal, for engaging in behavior disrespectful, disruptive, or otherwise prohibited by this policy, regardless of whether such behavior constitutes harassment prohibited by law.
- B. Discrimination, harassment, and retaliation grievance procedures
1. Any individual who feels s/he has witnessed or experienced behavior prohibited by this policy, or who has questions, concerns, or information regarding violations of this policy, should immediately report the circumstance(s) or incident(s) to his/her supervisor or one of the contact persons described in this policy.

2. Upon receipt of a report of discrimination, harassment, or retaliation, the University will conduct a prompt, thorough, and impartial investigation, evaluating all relevant information and documentation relating to the report.
 - a. If a report is made, an ATSU investigator will meet with the reporting party to discuss allegations and/or circumstances. Objectives of this initial meeting will be to reduce the report to writing, stop the harassment, prevent its recurrence, and take steps to remedy its effects in the interim.
 - b. If, following this meeting, it is determined no potential policy violations exist, the investigator will produce a report stating such conclusion, including all elements of the initial meeting and interim remedial steps taken.
 - c. Interim remedial steps may include course or work adjustments, no contacts orders, temporary suspension of the alleged perpetrator, or any other reasonable measure to facilitate the end and prevention of harassment.
 - d. If, after an initial meeting between an ATSU investigator and a reporting party, it is determined any part of this policy may have been violated, a full investigation will be conducted. Investigators will be appropriately trained and will not have a conflict of interest or bias against the reporting party or respondent. Such investigation will be concluded promptly, typically within ten (10) business days of the receipt of the report by the appropriate personnel. Investigations may, however, take longer based on a number of factors and variables, such as: the nature and detail of the notice received, complexity of the investigation, and cooperation level of the parties and witnesses. In almost all cases, investigations will be completed within sixty (60) business days, though this timeline may be extended for appropriate cause as determined by the investigator.
 - e. Parties will be regularly updated as to the projected timeline for completion of the investigation. During the process, the reporting party and respondent will be given timely notice of any meetings at which either or both may be present, and will have equal opportunity to present witnesses, provide evidence, and have others present, including an advisor of their choice. Reporting party, respondent, and appropriate officials will be given timely and equal access to information to be used during informal and formal disciplinary meetings and hearings.
 - f. Investigators use “preponderance of evidence” (more likely than not) standard when determining whether or not there is a violation.
 - g. Simultaneous written notice to the parties describing findings of the investigation, including determination of responsibility and sanctions, and available appeal procedures, will occur within five (5) business days of the completion of the investigation.
 1. Sanctions for employees may include a disciplinary warning to be added to the employee’s permanent file, probation, suspension with or without pay, and/or termination.
 2. Sanctions for students may include reprimand, a disciplinary warning to be added to the student’s permanent file, probation, suspension, and/or dismissal.
 - h. Parties will have the right to appeal within five (5) business days of receiving the findings. If the appeal is not timely or substantively eligible, the original findings and sanctions will stand, and the decision will be final. The party requesting the appeal must show error as the original findings and sanctions are presumed to have been decided reasonably and appropriately. The only grounds for appeal are:
 1. A procedural (or substantive) error significantly impacting the outcome of the hearing (e.g., substantiated bias, material deviation from established procedures).
 2. To consider new evidence, unavailable during the original hearing or investigation, which could substantially impact the original findings or sanctions. A summary of this new evidence and its potential impact must be included.
 3. Sanctions imposed are substantially disproportionate to those previously imposed for similar violations. Right to appeal under this provision is for the responding party only. No other party has the right to appeal sanctions.
 - i. Appeals must be submitted for review to the Title IX coordinator to determine standing. Appeals with standing will be forwarded to the ATSU Equity Grievance Pool (EGP).
 - j. Upon receipt of a written appeal, an appellate panel consisting of three (3) members of the EGP will be selected to rule on the appeal.

1. EGP members are appointed by the ATSU president.
 2. EGP members include the Title IX administration team, two (2) faculty members nominated by University Faculty Senate and two (2) staff members nominated by University Staff Council.
 3. Whenever feasible, at least one member of the EGP will complement the institutional status of the appealing party (i.e., the panel will have at least one faculty member if the appealing party is a faculty member).
- k. The appellate panel will rule on the appeal within fifteen (15) business days. Any extension of time beyond fifteen (15) business days will be communicated to both parties along with an updated timeframe for the ruling.
 - l. Any sanctions imposed at the conclusion of an investigation will remain in effect during the appeals process.
 - m. In the event an appeal is upheld by the appellate panel, the panel's report will be submitted to the investigators for redetermination based on the panel's findings. Written notice to the parties describing revised findings of the investigation, including determination of responsibility and sanctions, will occur within five (5) business days of receipt of the appellate panel report.
- C. Anti-retaliation
1. The University will not retaliate against, nor permit retaliation against, any individual who opposes discrimination or harassment, makes a complaint of discrimination or harassment, and/or participates or cooperates in a discrimination or harassment investigation, proceeding, or hearing.
 2. Examples of retaliation:
 - a. After a whistleblowing incident, an employee may suddenly find herself being assigned to different duties or even moved into a different position. The new role often involves duties below the employee's capabilities or even demeaning in nature. The supervisor may make the new role as difficult as possible by harshly critiquing results or implementing unreasonable time constraints for completing projects. The supervisor may also limit access to resources the employee needs to complete his/her assigned tasks.
 - b. Employers may retaliate by excluding the employee from normal activities, attempting to create a sense of isolation. A supervisor may refuse to invite the employee to an important meeting or a social activity such as a group luncheon or outing. S/he may also exclude the employee from training sessions that could enhance the employee's job performance or opportunity for advancement. Exclusion can occur by relocating the employee to an area where s/he has little contact with other workers.
- D. Amnesty for drug/alcohol possession and consumption violations
1. ATSU strongly encourages students and employees to report potential violations of this policy. Therefore, good faith reporters to appropriate authorities regarding potential violations will not face University disciplinary action for their own drug/alcohol possession or consumption in connection with the reported incident.
 2. Amnesty for persons making a report in good faith does not include substance abuse counseling and/or rehabilitation which may be necessary for employees or students with clinical responsibilities or patient contact.

RESPONSIBILITY

- A. The assistant vice president of human resources and the director of human resources are responsible for responding to and monitoring all complaints of discrimination, harassment, or retaliation from employees.
- B. The vice president for student affairs and the associate vice president for student affairs are responsible for responding to and monitoring all complaints of discrimination, harassment, or retaliation from students, members of the public, or beneficiaries.
- C. The Title IX coordinator is responsible for all sex- and gender-based harassment and discrimination awareness, prevention, training, monitoring, reporting, investigation, and resolution at ATSU.

End of ATSU Policy No. 90-210

GENERAL INFORMATION

EQUAL EMPLOYMENT OPPORTUNITY

It is University policy to provide equal employment opportunity to all otherwise qualified individuals without regard to race, color, religion, ethnicity, national origin, sex (including pregnancy), gender, sexual orientation, gender identity, age, disability, or veteran status, except where sex is a bona fide occupational qualification. Equal employment opportunity includes, but is not limited to, recruitment, hiring, training, assignment, compensation, promotion, and transfer. Please refer to ATSU Policy No. 90-101: *Equal Employment Opportunity* for details.

SELECTION

ATSU employees are selected based on qualifications and are expected to learn and perform the assigned job. The hiring decision is based upon an available position and the applicant's experience, education, skill, references, and stated desire to do a good job.

SCREENING

ATSU departments are responsible for ensuring applicable screening is conducted on all appropriate employment applicants, certain new and current employees, and students. This may include verification of academic credentials, relevant licenses or certifications, work history, job performance, and criminal background checks. See ATSU Policy No. 90-103: *ATSU Screening Policy for Employees*.

VERIFICATION OF EMPLOYABILITY

ATSU hires only individuals authorized to work in the United States. ATSU will not discriminate on the basis of national origin. However, in accordance with the Immigration Reform and Control Act of 1986 (IRCA), ATSU must have verification of authorization to work and identification from all newly hired employees within three (3) days of start date.

IRCA prohibits knowingly hiring unauthorized aliens. ATSU utilizes E-Verify through the U.S. Department of Homeland Security and U.S. Citizenship and Immigration Services. Employers are responsible for verifying the identity and employment eligibility of each employee hired or rehired. This is accomplished through completion of the I-9 form, which is completed after a job offer has been accepted.

ORIENTATION

The orientation process begins immediately after the commencement of work. Departments will conduct ongoing in-service education and on-the-job training under supervisor direction. Human Resources conducts regular and continuous University-wide orientation programs that should be attended. Employees will have access to orientation materials online for review.

PATIENT AND/OR ANIMAL CARE POSITIONS

All new employees at ATSU clinics will receive a tuberculin skin test or interferon gamma release assay test at no charge to the employee. Employees at all ATSU clinics must be immunized against the following transmittable diseases: measles, mumps, rubella, hepatitis B, varicella, tuberculosis, influenza, diphtheria, tetanus, and pertussis.

Animal care employees may be required by ATSU to undergo a physical examination. Continued employment is contingent upon the results of the physical exam. The examination is necessary to ensure safety and verify ability to perform essential job-related functions. The physical will be performed at no charge and will be repeated annually.

Employees who have potential exposure to bloodborne pathogens will be required to complete bloodborne pathogens training and will be offered the hepatitis B vaccination free of charge. Please refer to ATSU Policy No. 30-100: *Needlestick/Bloodborne Pathogens* and ATSU Policy No. 95-107: *Disease Exposure Prevention and Control Plan* for details.

At any time, employees may be required to submit to a physical examination at the discretion of the administration and/or supervisor. Proof of immunization records may be required as well.

EMPLOYEE CLASSIFICATIONS

Temporary employee: A temporary employee is one whose employment is for a designated consecutive length of time, usually not to exceed six (6) months.

Part-time employee: A part-time employee is regularly scheduled to work less than 30 hours per week.

Full-time employee: A full-time employee is regularly scheduled to work 30 or more hours per week.

Change in employee classification: Change of classification from full-time to part-time may not be automatic by virtue of a temporary change in work schedule if the intent is to return to the original schedule after a short time.

Continuous service: Eligibility for paid time off, such as vacation, and medical leave is based on continuous full-time service. It is advantageous to maintain consistent full-time service. Previous full-time service may not be considered in determination of benefits if an employee is terminated and later re-employed, or if an employee's status changes from full-time to part-time and then returns to full-time, unless otherwise stated by state law. Please refer to ATSU Policy Nos. 90-309: *Vacation Benefits* and 90-312: *Paid Medical Leave Benefits* for details.

Employee separation: If an employee separates from employment at ATSU and is rehired within 60 days of the date of separation, all paid leave accrual (excluding any vacation paid out upon separation) and benefits will resume as though the employee did not separate from ATSU.

PROBATION PERIOD

Employees begin in a probation period for the first 90 calendar days after commencing work to get acquainted with the new position and demonstrate suitability to the supervisor. During the probation period, ATSU reserves the right to terminate employment, with or without notice, without obligation.

Shortly before the probation period ends, the supervisor may complete a performance evaluation. At the supervisor's discretion, the probation period may be extended before final determination of employment status is made.

Upon satisfactory completion of the probation period, the employee will be considered a regular employee. Regular status does not guarantee continued employment. Employment with ATSU is "at-will" unless governed by an employment contract. The employment relationship may be terminated by either ATSU or the employee at any time, without notice, for any reason or no reason at all.

Applicable employee benefits will be based on the actual date of regular employment. If employment is terminated prior to the end of the 90-day probation period, no vacation benefit will be paid out.

WORK SCHEDULES

The normal business hours for ATSU are typically Monday through Friday from 8:00 a.m. to 5:00 p.m. Exempt employees are paid an established monthly salary and are expected to fulfill the duties of their positions regardless

of the hours worked. They do not receive compensatory time (comp time) or additional compensation for working more than 40 hours in a work week.

The normal work week for a full-time hourly employee is 40 hours, worked in five (5) eight-hour shifts within a calendar week. Because of the varying nature of services offered, work schedules may vary from department to department. Shift assignments, hours and days of work, holidays, vacations, lunch periods, and break periods are scheduled by the supervisor to provide necessary coverage of the work area. It may be necessary to change work schedules from time to time to meet departmental needs.

Full-time employees must work normal scheduled hours each pay period as benefits are determined based on these hours. Unworked, normally scheduled hours will be completed with any available personal days, vacation, and/or medical time if applicable. If no paid time off is available, pay will be reduced to reflect actual work time.

While employees are hired to perform particular duties within assigned areas, the need to work in more than one area of ATSU may arise.

MEAL PERIOD AND BREAKS

For hourly employees, a 30-minute to one-hour unpaid meal period may be provided during each eight-hour work shift. Two (2) paid 15-minute breaks are not guaranteed but are usually provided during each eight-hour shift. It is sometimes necessary to skip or reschedule break periods due to emergencies or work requirements. Employees may not forfeit break periods in order to come to work late or leave work early.

ABSENCES AND TARDINESS

To maintain an efficient and productive work environment, it is important to be on the job and on time. Employees who cannot report to work for any reason must notify the appropriate supervisor or designee. When possible, report absences at least one (1) hour prior to the regularly scheduled starting time. Employees are expected to report in each day of an absence. Employees who are absent from work for three (3) or more consecutive work days without calling to report the absence may be terminated from employment based on job abandonment. Unreported or excessive absences, tardiness, and early departures may result in disciplinary action up to and including termination.

UNSCHEDULED ABSENCES

All absences not scheduled the prior working day may be considered an unscheduled absence. An employee is only allowed six (6) instances of unscheduled absences per year, provided, however, the unscheduled absences are not the result of a qualifying medical condition per ATSU Policy No. 90-317: *Family and Medical Leave Act*. Each unscheduled absence may vary in length (e.g., one instance could be for a single day, another instance could be for two consecutive days, etc.). With the fourth instance, a counseling session would occur. With the sixth instance of an unscheduled absence in a calendar year is reached, the employee may be terminated.

PARKING

Employees utilizing ATSU parking lots on the Kirksville, Missouri, and Mesa, Arizona, campuses must register the vehicle(s) with facilities and appropriately display a parking sticker. Parking in disabled or designated patient area parking may result in fines or disciplinary action up to and including termination of employment. Please refer to ATSU Policy Nos. 90-116: *Parking Regulations – Kirksville campus* and 90-117: *Parking Regulations – Mesa campus*.

Consideration will be given for reasonable accommodations related to parking spaces. Contact Human Resources by calling 660.626.2790 (Missouri) or 480.219.6007 (Arizona).

PERFORMANCE EVALUATION

Each year employees and respective supervisors jointly review and formally evaluate job performance throughout the prior year. During the annual evaluation, a form is filled out, which becomes part of each employee's personnel file. Evaluation typically takes place just before the completion of the probationary period and thereafter on an annual basis. More frequent reviews may be conducted at supervisor discretion. Performance evaluation forms are located on the ATSU portal at the Human Resources home page.

The primary purpose of the performance evaluation is communication. A performance evaluation provides an opportunity for employees and supervisors or department heads to jointly discuss job duties, expectations, and results. Another purpose of the evaluation is to provide a basis for decisions affecting wage increases, promotional opportunities, and continued employment.

The ATSU performance evaluation process also includes completion of a professional development plan. Supervisors and employees should work together to complete the plan, based on the needs of the department and the professional ambitions of the employee. Supervisors may use this plan to anticipate budgetary requests for the next fiscal year to fund professional development activities for employees.

PROMOTION AND TRANSFERS

It is ATSU's preference to fill job openings by transfer or promotion of employees within ATSU whenever possible. To be eligible for transfer, employees should complete at least three (3) months service in a current position and submit a transfer request form to Human Resources. Current supervisors must be made aware before formal application for transfer. Retaliation against any employee seeking transfer is expressly prohibited.

A request for transfer or promotion does not necessarily guarantee an interview or acceptance into the open position. Transfer applications will be considered along with those of other applicants, and selection will be made on the basis of qualifications and suitability for the position. The involved supervisors will discuss current job performance as part of the selection process. In the event of a transfer, ten (10) actual working days' notice for hourly employees and 20 actual working days' notice for salaried employees is required prior to the effective date of the transfer. However, both supervisors should identify and agree on a plan for smooth transition from one position to the next.

In order to comply with ATSU's commitment to equal employment opportunity and ATSU Policy No. 90-101: *Equal Employment Opportunity*, job openings are posted on ATSU's website at atsu.edu under "Employment" for a minimum of three (3) days before a position is filled. Information regarding posted jobs is available in Human Resources by calling 660.626.2790 (Missouri) or 480.219.6007 (Arizona), or emailing hr@atsu.edu.

RESIGNATION AND DISMISSAL

Resignation from ATSU requires a minimum of ten (10) actual working days' notice for hourly employees and twenty (20) actual working days' notice for salaried employees in order to receive accrued vacation benefits. Between the period of notice and the last day worked, employees must actually work the minimum number of days specified above. This does not include ATSU observed holidays or any other paid time off. Notice of intent to resign should be in writing. A resignation notice form may be obtained from Human Resources or found on the Human Resources home page under miscellaneous forms. Failure to provide proper notice as defined above will result in forfeiture of any accrued vacation balance. Unused vacation will be paid with the final paycheck with a maximum of one (1) year of accrual. Last day must be an actual day worked.

For voluntary resignation, final paychecks will be prepared with the next scheduled payroll. In the event of dismissal from ATSU, final paychecks will be prepared as required by law. All keys and other property of ATSU must be returned to the employee's supervisor or Human Resources before the last day of work.

An employee whose position is eliminated will be given ten (10) actual working days' notice if hourly or twenty (20) actual working days' notice if salaried. Employees will be encouraged to seek a transfer to another position within ATSU during any notice period that may be given. Employees whose employment is terminated by ATSU will be given ten (10) actual working days' notice or be paid ten (10) actual working days' severance pay if hourly or twenty (20) actual working days' notice or be paid one (1) month's severance pay if salaried upon termination for any reason other than gross misconduct or insubordination. Please refer to ATSU Policy No. 90-333: *Employment Separation or Transfer Process* for details. Contractual employees should refer to the terms of the contract.

COMPENSATION

COMPENSATION POLICY

It is ATSU's policy to administer its compensation program in a manner that will attract well-qualified people and encourage them to utilize their talents and grow in their career development. Starting salaries are based on educational qualifications, previous experience, and current salaries being paid for similar positions within ATSU and the recruitment area, and availability of qualified applicants for the position.

All positions with ATSU have been evaluated in terms of the required skills and abilities, complexity, and degree of responsibility for the purpose of establishing relative worth in relationship to all jobs. Employees are paid a rate within the pay range to which the position is assigned.

Each position at ATSU is given a grade to determine the range of pay available for that position. New employees are normally paid the base rate of the established range for the pay grade into which they are being hired. Documented education and/or work experience beyond requirements of the job description may justify a rate of pay within the range above the base. Such documentation will be reviewed by the assistant vice president for human resources for approval.

The pay range for each job grade may be adjusted from time to time, as required by current economic conditions.

TIME SHEETS

For hourly employees, federal and state wage and hour laws require a record of each hourly employee's time at work. Hourly employees are required to accurately record time worked using the employee time management software within each two-week pay period. Time worked should be recorded in hours and tenths. Vacation, medical leave, bereavement (compassion) leave, jury duty, etc. should be requested through the employee time management software. Each employee is responsible for his/her own time sheet, and appropriate supervisors should approve all entries. Reduced schedules should show correct holiday, vacation, sick hours, and personal days.

Overtime must be authorized in advance by a supervisor or department head. Unauthorized overtime is prohibited and could result in discipline.

Before the payroll director issues a paycheck, time sheets must be submitted via the employee time management software and receive supervisor approval. Time sheet approval must be complete by the Monday following the end of the pay period. Any time sheets with uncorrected errors may result in nonpayment for the days containing errors.

If an hourly employee fails to clock in or out during his/her normal work day schedule, the supervisor should be alerted immediately so work time may be entered manually.

For employees paid on a monthly basis:

- Time sheets must be submitted by the last day of the month.

- Supervisors must approve time sheets by the second day of the following month.

For employees paid on a biweekly basis:

- Time sheets must be submitted the Monday following the end of the pay period.
- Time clock users do not submit time sheets unless requested by their supervisor. All time recorded through the time clock is automatically submitted on the employee's behalf.
- Supervisors must approve time sheets by the Tuesday following the end of the pay period.

PAYROLL DEDUCTIONS

The following will be deducted from gross wages in accordance with federal and state laws and/or tax treaties:

1. Federal income tax;
2. State income tax;
3. FICA Tax (Social Security) and Medicare; and
4. Court-ordered wage garnishments, tax levies, and bankruptcy orders.

Employee salary and the number of listed exemptions on file in Human Resources according to the employee's W-4 form determine the amount of income tax deductions withheld from each paycheck. It is **the employee's** legal responsibility to notify Human Resources of any changes in the number of exemptions, address, or marital status. If an employee claims exemption from taxes, a new W-4 form must be completed each calendar year. In the event Human Resources does not receive a federal or state tax form, the default withholding will be the maximum defined by each agency.

Any W-4 form claiming exemption from withholding for the previous year expires on Feb. 16. Human Resources will begin withholding for any employee who previously claimed exemption from withholding but has not provided Human Resources a new W-4 form for the current year. If the employee does not provide Human Resources a new W-4 form, taxes will be withheld based on the last valid W-4 form Human Resources has for the employee not claiming exemption from withholding or, if one does not exist, as if he/she is single with zero withholding allowances. If the employee furnishes a new W-4 form claiming exemption from withholding after Feb. 16, Human Resources may apply the exemption to future wages, but does not refund taxes withheld while the exempt status was not in place. See IRS publication 15 (2013), (Circular E), Employer's Tax Guide.

New local and state forms must be completed if an employee moves to another state. The forms must be submitted to Human Resources in advance of relocation.

Other optional deductions may be taken, including payments for:

1. Dependent life insurance,
2. Supplemental life insurance,
3. Group medical insurance,
4. Dental insurance,
5. Vision insurance,
6. Employee supplemental retirement contributions,
7. United Way contributions,
8. Gifts to ATSU,
9. Flexible spending account (medical and dependent care),
10. Health savings accounts,
11. Thompson Campus Center family memberships, and
12. Other voluntary benefits.

Taxable benefits include:

1. Kirksville Aquatic Center,

2. East Valley Family YMCA, and
3. Basic life insurance in excess of \$50,000.

A statement of items deducted will be shown on each check stub. In the event of termination, all sums due to ATSU will be deducted from the final paycheck to pay accounts in full, unless other satisfactory arrangements are made.

PAY DAYS, PAY PROCEDURES, AND DIRECT DEPOSIT

Salaried employees are paid on the last workday of each month. If the last day of the month falls on a weekend, direct deposits will be processed on the prior Friday.

Pay periods for hourly employees are every two (2) weeks. The pay period begins and ends at midnight every other Saturday. Hourly employees are paid on the Friday following the end of each pay period.

W-2 FORMS AND PAY STUBS

Employees may now view and print two (2) years of W-2 forms and pay stubs online at atsu.greenemployee.com. An email will be sent each January to let employees know when the new W-2 has been posted.

This site may be used by former employees. Mailing address and email address should be updated by Dec. 15 in the event of relocation or employment separation to receive W-2 notifications.

Employees will be asked to create an account upon the first login. The user name is the employee's ATSU email address. Employees with no email address may create an account by answering several setup questions.

Please follow directions exactly as shown to create a password for the website. The password will be used at each login. Use company code "atsu" when resetting the password.

Consent is required to receive an electronic W-2 in place of a paper W-2, and a verification code will be generated that must be entered exactly as it appears. Consent to receive the W-2 as an electronic copy only will eliminate delivery of a paper copy. Employees may log in and reprint the electronic copy as many times as needed. Consent to receive the W-2 electronically must be completed by the date in the notification email. W-2s may still be printed.

To print a W-2 for the first time, click the printer icon. To reprint a form, click Pay History at the top of the page in the website and choose from the drop down box. Custom page ranges may be printed. The W-2 form is Page 1.

This website also has copies of paystubs. Paystubs are under Pay History. Paystubs for the previous and current year are available.

This website should work on all browsers and computers, including Apple computers. To resolve difficulty with the website, please contact:

Barb Fitzgerald at 660.626.2353 or bfitzgerald@atsu.edu or
Mary Lou Carter at 660.626.2791 or mcarter@atsu.edu

The atsu.greenemployee.com website is the only place to print and view W-2 forms.

In the ATSU portal, go to Departments > HR > Green Employee W-2s and Paystubs.

For W-2 forms older than two (2) years, please see the instructions below.

HOW TO ACCESS PRIOR YEAR(S) W-2 FORMS

Topic 159 - Prior Year(s) Form W-2 (How to Get a Copy)

The IRS does not retain actual copies of [Form W-2](#) (PDF) for prior years, except as an attachment to the tax return. However, the IRS maintains (and will provide free of charge) Form W-2 information for any purpose for the past 10 processing years. Use [Form 4506-T](#) (PDF), *Request for Transcript of Tax Return*, to request Form W-2 information. The only way to get an actual copy of a Form W-2 from the IRS is to order a copy of the entire return on [Form 4506](#) (PDF), *Request for Copy of Tax Return*, and pay a fee of \$57 for each return requested.

The Social Security Administration (SSA) will provide the Number Holder (NH) or legal representative(s) at no charge with a microprint copy of the Form W-2 requested for purposes of resolving an SSA program-related matter (e.g., resolving an earnings discrepancy in connection with the processing of a Title II and/or Title XVI claim or an SSA or NH initiated earnings investigation).

Call 800.829.3676, or visit the IRS website at www.irs.gov to obtain [Form 4506](#) (PDF), *Request for Copy of Tax Return*, or [Form 4506-T](#) (PDF), *Request for Transcript of Tax Return*.

Call 800.772.1213, or visit the SSA web site at www.socialsecurity.gov for instructions on how to obtain wage information from the SSA.

GARNISHMENTS

A creditor may, through legal means, order ATSU to withhold a certain amount from an employee's paycheck. This type of claim is called a garnishment. Garnishments may only be changed or canceled through a court order. Upon receipt of a garnishment, the employee will be notified by the ATSU payroll director.

JURY DUTY COMPENSATION

Full-time hourly and salaried employees who are called for jury duty will be paid their regular salary while serving on a jury if the summons for jury duty falls on regular working days/hours. It is the employee's responsibility to notify his/her immediate supervisor of the starting and ending dates of such jury duty. A written notification from the court must be obtained and submitted that identifies actual time served in order for the time to be paid by ATSU. Employees may keep compensation paid by the court to the employee for service during jury duty. Please refer to ATSU Policy No. 90-313: *Absence from Work for Jury Duty* for more details.

WORK-RELATED TRAVEL COMPENSATION

Salaried employees will be paid their regular salary while traveling on ATSU business.

Hourly employees who are required to attend work-related meetings will be paid for the actual length of the meeting or for their regularly scheduled work hours. The time spent in traveling to and from out-of-town meetings will be paid in accordance with the Wage and Hour Division, Department of Labor regulations Part 785, hours worked. The number of hours to be compensated should be reported through the employee time management software for the pay period in which the travel occurred. Hourly employees are advised to contact Human Resources prior to work-related travel. Supervisors are authorized to flex time for hourly employees to account for work-related travel and avoid overtime.

ATSU Policy No. 50-101: *Reimbursement for Travel Expenses* explains the reimbursement procedure for travel expenses, such as mileage.

BENEFIT INFORMATION

The benefit information provided in the following section is meant to provide a brief summary of the benefit package. Plan documents and policies give more complete information of benefit programs and eligibility requirements. All benefits are subject to change. These plan documents may be found on the ATSU portal.

MEDICAL INSURANCE

The medical insurance program is a comprehensive major medical program, which includes a pharmacy plan and, if elected, dental and vision coverage. Multiple plan options are available and dependent coverage is available for families of employees, with ATSU sharing the cost of premiums. To verify which providers are in the Cigna Network PPO, visit www.mycigna.com. The plan document is available on the portal under Departments/HR/HR Home/Benefit Information. An employee is eligible the first day of the month following 30 days of employment at ATSU. If an employee experiences a qualifying life event, as defined by the Department of Labor, the employee must contact Human Resources within 30 days to make applicable changes.

Discounted premiums are available to employees who participate in the Still Healthy Lifestyle Program.

LIFE INSURANCE

Full-time, salaried employees are eligible to participate in the group life insurance program upon date of hire, and hourly employees are eligible to participate upon completion of one (1) year of full-time service. The amount of insurance coverage is based on annual salary. Dependent life insurance and supplemental employee life insurance coverage is also available under this plan. Human Resources will provide details concerning participation in this program to eligible employees.

RETIREMENT PLAN

ATSU contributes 11 percent for salaries up to and including \$24,000 and 5 percent for salaries more than \$24,000 and up to and including the salary amount not to exceed the annual IRS compensation limit in effect for the current plan year. Contributions are based on regular salary and exclude overtime pay, bonuses, and any other forms of supplemental remuneration. Eligible employees must be 26 years of age with at least one (1) year of service (1,000 service hours or more in a 12-month period) and are vested immediately. This 403(b) tax deferred retirement plan is through Teacher's Insurance and Annuity Association (TIAA). Employees who met eligibility requirements at another institution of higher education may begin receiving contributions the first of the month following their initial date of hire at ATSU.

FLEXIBLE SPENDING ACCOUNTS

ATSU allows employees to redirect a portion of pay through payroll deduction into flexible spending accounts (FSA). Money goes into FSAs and is deducted on a pre-tax basis, meaning it is deducted from pay before taxes are calculated. Because employees do not pay taxes on money going into FSAs, taxable income is decreased and spendable income potentially increased. Reimbursements from accounts may be claimed as eligible dependent care expenses and/or eligible medical expenses are incurred.

SHORT-TERM AND LONG-TERM DISABILITY

Full-time faculty and salaried employees with at least one (1) year of full-time service may be granted up to six (6) months' time off with pay for illness or injury, provided the leave is medically necessary. Short-term disability benefits will begin six (6) weeks from the last day worked by the eligible employee and will terminate six (6) months from the last day worked. Please refer to ATSU Policy No. 90-316: *Short-Term Disability* for more details.

Qualifying employees are eligible for participation in the group long-term total disability plan after completing one (1) year full-time service. This plan provides a monthly income in the event of total disability. Human Resources

will provide details concerning eligibility for participation in this plan. More information is provided in the plan document on the ATSU portal.

PAID MEDICAL LEAVE

All full-time, salaried employees are awarded medical time at the beginning of each calendar year, which is prorated for employees who start or become eligible after Jan. 1. Salaried employees are eligible for 30 cumulative working days of paid medical leave benefits per year. If medical leave is required beyond the 30 working days provided, and the employee has more than one (1) year of continuous full-time service, a short-term disability leave may be approved (see above section for short-term disability).

All full-time, regular, hourly employees are eligible for paid medical leave benefits. Medical leave benefits accrue per pay period based on the normal hours scheduled. For example, an employee working 80 hours per pay period would earn 80 hours per year. Medical leave benefits may not be used within the first 90 days of full-time employment, and paid medical leave may not be taken in advance of accrual.

Certain states' laws create additional benefits for part-time employees residing in those states. Please see ATSU Policy No. 90-318: *Paid Medical Leave Benefits – California Employees* for more details.

When it becomes necessary to be absent due to personal illness, injury, or illness of an immediate family member, the employee's supervisor must be notified no later than the start of the first workday absent from work. Supervisors will approve or disapprove payment for medical leave based on policy. No medical leave benefits will be approved unless the supervisor has been properly notified. Employees are required to submit time off through the employee time management software.

Each year, within an employment anniversary month, hourly employees who have medical time accrued in excess of 240 hours will be paid, at their current hourly base rate, for one-half of all hours in excess of 240 hours. Medical accruals will then be reset to 240 hours.

Upon termination of employment, unused medical days are canceled and not payable. Please refer to ATSU Policy Nos. 90-312: *Paid Medical Leave Benefits* and 90-318: *Paid Medical Leave Benefits – California Employees* for more information regarding paid medical leave benefits.

FAMILY AND MEDICAL LEAVE ACT

In accordance with federal law, ATSU provides eligible employees with up to 12 weeks unpaid leave each year for any of the following reasons:

1. Birth of a child and in order to care for that child.
2. Placement of a child for adoption or foster care and to care for the newly placed child.
3. Serious health condition of a spouse, child, or parent as defined by the Family and Medical Leave Act (FMLA).
4. The serious health condition of the employee.
 - a. An employee may take leave because of a serious health condition making the employee unable to perform the functions of the employee's position.
 - b. A serious health condition is defined as a condition requiring inpatient care at a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition requiring continuing care by a licensed healthcare provider.
 - c. This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition, which results in a period of three (3) consecutive days of incapacity with the first visit to the healthcare provider within seven (7) days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a

- serious health condition. For chronic conditions requiring periodic healthcare visits for treatment, such visits must take place at least twice a year.
- d. Employees with questions about illnesses covered under the FMLA policy or under the University's paid medical benefits policy (ATSU Policy No. 90-312: *Paid Medical Leave Benefits*) are encouraged to consult with Human Resources.
 - e. If an employee takes paid medical benefits for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the University may designate all or some portion of related leave taken as leave under this policy, to the extent the earlier leave meets the necessary qualifications.
5. Qualifying exigency arising when employee's spouse, child, or parent (as defined by FMLA) is on covered active duty or has been notified of an impending call to covered active duty.
- a. Qualifying exigency must be one of the following:
 1. Short-notice deployment;
 2. Military events and activities;
 3. Child care and school activities;
 4. Financial and legal arrangements;
 5. Counseling;
 6. Rest and recuperation;
 7. Post-deployment activities; or
 8. Additional activities arising from active duty, provided ATSU and employee agree, including agreement on timing and duration of the leave.
 - b. Covered active duty is:
 1. For a member of the regular Armed Forces, duty during deployment with the Armed Forces to a foreign country (including international waters); or
 2. For a member of the reserve components of the Armed Forces (National Guard or Reserves), duty during deployment with the Armed Forces to a foreign country (including international waters) under a call or order to active duty in support of a contingency operation.
 - c. Leave may commence as soon as the individual receives the call-up notice.
 - d. "Child" for this type of FMLA leave is defined the same as for "child" for other types of FMLA leave except the person does not have to be a minor.
 - e. This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

Employees are eligible for FMLA if they have worked at least 12 months, at least 1,250 hours over the past 12 months, and work at a location where ATSU employs 50 or more employees within 75 miles. Whether an employee has worked the minimum 1,250 hours of service is determined according to Fair Labor Standards Act principles for determining compensable hours or work.

Employees absent for five (5) consecutive days are required to apply for FMLA by contacting Human Resources to determine eligibility. In addition, employees will be required to submit a release to return to work for absences for five (5) consecutive days or when released by a physician. Even though an employee may request 12 weeks of leave for the birth of a child, only time under the care of a physician will be compensated as paid medical leave benefits per ATSU Policy No. 90-312: *Paid Medical Leave Benefits*. The remaining leave will be counted as vacation, floating holidays, holidays, or unpaid time.

Please refer to ATSU Policy No. 90-317: *Family and Medical Leave Act* for additional information.

HOLIDAYS

If a regular holiday falls on Saturday, the preceding Friday will be the paid day off, or if the holiday falls on Sunday, the following Monday will be the paid day off. If Christmas Eve Day falls on Friday, Saturday, or Sunday, Friday and Monday will be observed for the Christmas Eve and Christmas Day holidays. All holidays, including winter break, are posted on the calendar in the employee time management software.

Full-time employees, regular or temporary, regardless of length of employment, are eligible for the following paid holidays:

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

Winter break days (as determined by the president) generally are observed from the day after Christmas through New Year's Eve). Please refer to ATSU Policy No. 90-308: *Paid Holidays and Floating Holidays* for more details.

Employees must work or use available paid time off the previous scheduled day before the observed holiday in order to be paid for the holiday.

In departments and areas that must be in continuous operation, department heads and supervisors are responsible for scheduling employees on holidays as equitably as possible to ensure necessary coverage.

Hourly employees required to work on a holiday observed by ATSU will be paid holiday pay plus their regular rate of pay for the hours they are required to work on that day.

FLOATING HOLIDAYS/PERSONAL DAYS

Full-time employees receive three (3) floating holidays each year following their first-year anniversary date. Floating holidays may only be taken in full day increments. They must be prescheduled with the employee's supervisor or department head. Floating holidays cannot be carried over from year to year and will not be paid out upon termination. Please refer to ATSU Policy No. 90-308: *Paid Holidays and Floating Holidays*.

VACATION

Full-time employees are eligible for paid vacation benefits. Vacation accrual varies based on an employee's classification and length of full-time employment. Employees may accumulate twice the current year's accrual.

Employees are eligible to take vacation benefits as they accrue. Vacation may not be used the first 90 days of full-time employment (excluding contractual employees in some instances), and paid vacation may not be taken in advance of accrual. Vacations may be scheduled only with the approval of the appropriate department head or supervisor.

Employees are required to obtain approval for all vacation requests from the appropriate supervisor prior to the date the vacation is to begin. Vacation usage must be requested through the employee time management software under the time off section. Employees are required to contact their supervisor if manual adjustments to the time sheet are needed.

Upon separation from ATSU, employees may be eligible for vacation payout. Refer to ATSU Policy Nos. 90-309: *Vacation Benefits* and 90-333: *Employment Separation or Transfer Process*.

BEREAVEMENT (COMPASSION) LEAVE

In the event of a death in an employee's immediate family, time off may be granted. "Immediate family," as used in this section, refers to the employee's spouse, child, parent, grandparent, brother, sister, or in-laws. Other family members may be considered "immediate" at the discretion of an employee's immediate supervisor. It is the employee's responsibility to notify the supervisor as soon as possible regarding a need for bereavement leave.

Full-time employees will be granted up to five (5) days of bereavement leave with pay. If leave beyond five (5) days is necessary, or if bereavement is not for an immediate family member, an employee may request vacation time through the immediate supervisor. Refer to ATSU Policy No. 90-314: *Bereavement Leave*.

FITNESS PROGRAM

Employees may be eligible for paid release time to exercise, biannual fitness assessments, and quarterly drawings through the Fitness Program. Full-time employees who are program participants may use one-half hour of ATSU time to participate three (3) days per week with prior supervisor approval.

On the Kirksville, Missouri, campus:

Thompson Campus Center: Employees have a free Thompson Campus Center membership. Spouse and family memberships are available. This may be deducted from the employee's paycheck or paid directly to the TCC. TCC provides scheduled fitness activities and exercise classes.

Kirksville Aquatic Center: ATSU has partnered with the Kirksville Aquatic Center to offer employees and their families pre-paid memberships. ATSU will pay the membership fee, and employees are responsible for the applicable tax at the fair market value of the membership. A signed agreement must be completed by each employee wishing to participate.

Membership discounts for the Adair County YMCA and Northeast Regional Health and Fitness Center may be available to employees. Details may be obtained by contacting Human Resources.

On the Mesa, Arizona, campus:

YMCA: ATSU has partnered with the East Valley YMCA to offer free membership for employees. The membership is a Valley-wide membership. ATSU pays the cost of the membership, and employees are responsible for the applicable tax of the fair market value of the membership. An agreement provided by Human Resources must be completed by each employee wishing to participate.

EMPLOYEE DATA CHANGES

If there are changes to an employee's name, address, telephone number, marital status, number of dependents, beneficiary, or emergency contact, it is the employee's responsibility to inform Human Resources. This information may affect benefits. There is a 30-day window of opportunity to make changes following a qualifying life event, as defined by the Department of Labor.

EMPLOYMENT PRACTICES

CODE OF ETHICAL STANDARDS

As a learning-centered university dedicated to preparing highly competent healthcare professionals, all members of the ATSU community must promote and adhere to the highest ethical standards of professional, academic, and

community conduct. Employees should be aware of and comply with the expectations for conduct outlined in ATSU Policy No. 10-220: *ATSU Code of Ethical Standards*.

CONFIDENTIAL INFORMATION

ATSU employees have a moral and legal obligation to not divulge confidential information, which is defined as any matters relating to a patient's illness, patient's personal problems, patient's financial matters, personnel records, alumni or donor records, and administrative and financial records. Additional information regarding students and employees may also be confidential and should be treated with restraint.

Violation of this moral and legal obligation by divulging confidential information may constitute grounds for disciplinary actions up to and including termination.

Two federal laws protect privacy rights of individuals:

1. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law protecting the privacy of student education records. The law applies to all schools receiving funds under an applicable program of the U.S. Department of Education. For additional information, see <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>.
2. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule provides federal protections for personal health information held by covered entities and gives patients an array of rights with respect to that information. At the same time, the Privacy Rule is balanced so it permits disclosure of personal health information needed for patient care and other important purposes. For additional information, <http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html>.

LOBBYING ACTIVITIES

No federally appropriated funds may be paid by or on behalf of ATSU to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with awarding any federal contract, making any federal grant, making any federal loan, entering into any cooperative agreement, and extension continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Further, if any funds other than federal appropriated funds are used to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal award, ATSU must complete and submit appropriate "Disclosure of Lobbying Activities" documentation. Additionally, ATSU requires all sub-recipients of federal awards (grants, contracts, or cooperative agreements) to abide by federal lobbying rules and complete appropriate certifications and disclosures related to lobbying activities as appropriate.

POLITICAL ACTIVITY IN SUPPORT OR OPPOSITION OF A CANDIDATE

Political activity by a Section 501(c)(3) organization such as ATSU in the form of endorsing or opposing a candidate for office at the national, state, or local level is prohibited, even if it is an insignificant amount. This prohibition may be especially difficult in a university setting because, historically, students tend to advocate feverishly for the causes/candidates they support. It is important for ATSU administrators to remember ATSU cannot endorse a candidate nor provide resources such as space or secretarial services to a candidate.

PROFESSIONAL LICENSING AND VERIFICATION

Human Resources will conduct annual professional license verification. Results will be sent to the respective dean. It is up to the discretion of the respective dean to determine the process for review if there is a reported complaint and/or disciplinary actions and orders.

Certain positions require a license or certification. Human Resources must receive proof of proper license upon employment, and, if required by law, proof of renewal.

EMPLOYEE PROGRESSIVE DISCIPLINE

In any organization, standards for performance, rules of conduct, and other policies which describe appropriate behavior for employees, must be defined and enforced. When an employee's behavior or performance does not follow these established guidelines, ATSU has the responsibility to take appropriate action to correct the situation.

Progressive discipline is intended to encourage an employee who has demonstrated unacceptable performance or misconduct to improve his/her performance or conduct to an acceptable level. Disciplinary actions may include a verbal warning, written warning to be added to the employee's Human Resources file, suspension with or without pay, and termination.

While progressive discipline is most effective when these actions are taken sequentially, specific disciplinary measures will be determined by the severity, nature, and circumstances of the offense. At ATSU's discretion, a single instance may be sufficient to warrant termination. Employees should be aware at-will employees, per state law, may be terminated without cause at any time for any non-discriminatory reason.

Offenses that may result in disciplinary action up to and including immediate dismissal include, but are not limited to, the following:

1. Willful misconduct, abuse, negligence, or neglect of duty;
2. Abusive language or conduct toward a patient, visitor, student, or employee;
3. Falsification of employment information;
4. Possessing, reporting to work or working under the influence of intoxicants (non-prescribed drugs, narcotics, alcohol, etc.) or the illegal possession, manufacture, or use of drugs in the workplace;
5. Aggressive or threatening behavior toward, including assault/battery against, any patient, visitor, student, or employee;
6. Unauthorized possession of firearms or other deadly weapons on the premises;
7. Immoral conduct or indecency;
8. Theft or any attempt to defraud ATSU, a patient, a student, a visitor, or another employee;
9. Soliciting or accepting gifts from patients, vendors, or visitors;
10. Insubordination or the refusal to follow supervisory instructions;
11. Violation of safety rules, including failure to report emergencies, accidents, or personal injury; poor housekeeping in prescribed areas; and failure to wear proper uniform or safety equipment as required;
12. Unauthorized release or use of confidential information concerning ATSU, a patient, a visitor, a student, or another employee;
13. Sleeping on the job;
14. Obstructing or preventing an employee or other authorized persons from performing their assigned duties;
15. Gambling on the premises;
16. Misuse of email, internet, social media, and telephones, including unauthorized long-distance calls and excessive personal use;
17. Unauthorized vending, posting, or soliciting;
18. Loud and disorderly conduct;
19. Unexcused absences (see "Absences and Tardiness" section);
20. Unauthorized absence from work or work area during working hours;
21. Violation of professional attire as determined by supervisor;
22. Failure to report for a required physical examination;
23. Failure to pay debts to ATSU;
24. Non-approved overtime;
25. Careless or unsatisfactory job performance;

26. Unauthorized personal utilization of supplies, property, or facilities, including intentional destruction of property;
27. Failure to meet departmental performance standards;
28. Improper conduct, including horseplay, or creating a nuisance or disturbance;
29. Failure to turn in or report lost or found articles;
30. Unauthorized presence in restricted areas;
31. Failure to observe appropriate vehicle use guidelines and/or parking regulations;
32. Circulation of petitions or lists to secure signatures for any cause during working hours or within work areas;
33. Abuse of leave provisions; or
34. Use of tobacco on ATSU property.

EMPLOYEE PROBLEM-SOLVING PROCEDURE

Grievances among or between employees that do not rise to the level of prohibited conduct outlined in ATSU Policy No. 10-220: *ATSU Code of Ethical Standards* or ATSU Policy No. 90-210: *Prohibition of Discrimination, Harassment, and Retaliation* should be reconciled informally whenever possible. The employee problem-solving procedure is intended to help resolve complaints in a timely and satisfactory manner and outlines the appropriate chain of command when addressing issues. Please refer to ATSU Policy No. 90-209: *Employee Problem Solving Procedure*.

DRUG-FREE AND ALCOHOL-FREE WORKPLACE

ATSU is a drug-free and alcohol-free workplace. This established standard of conduct prohibits all employees from possessing, reporting to work, or working under the influence of intoxicants (non-prescribed drugs, narcotics, alcohol, etc.) and prohibits the illegal possession, manufacture, or use of drugs or alcohol in the workplace. As a part of the University's Drug & Alcohol Abuse Prevention Program (DAAPP), ATSU Policy No. 90-324: *Drug-Free & Alcohol-Free Workplace* contains information about legal sanctions; health risks; a listing of agencies providing drug or alcohol counseling, treatment, rehabilitation, or re-entry programs; and sanctions imposed on employees for violating the standard of conduct.

The DAAPP ensures the workplace policy is provided to new employees upon hire, reviewed by all employees annually, and available in electronic and print form. The DAAPP also informs training provided through the Still Healthy program. Please refer to ATSU Policy No. 90-324: *Drug-Free & Alcohol-Free Workplace*.

TOBACCO-FREE CAMPUS AND WORKPLACE

It is ATSU's policy to maintain a tobacco-free environment for employees, patients, students, and visitors. Please observe "NO SMOKING" signs. The use of tobacco products (cigarettes, cigars, pipes, and smokeless tobacco), e-cigarettes, and other unregulated nicotine products by employees, physicians, students, patients, or visitors will not be permitted at ATSU or in any facility that is part of ATSU operations or owned by ATSU and leased to others. The policy applies to parking lots, ATSU grounds, off-campus employee work sites, and ATSU-owned or privately-owned vehicles when they are being used by employees. Please refer to ATSU Policy No. 95-110: *Tobacco-Free Campus and Workplace*.

SAFETY

Providing safe working conditions for all employees is a concern and responsibility for everyone. Upon employment, employees will be instructed on how to do each job in the safest possible way. Regardless of any rules ATSU may establish, job safety depends primarily upon the employee. Employees must:

1. Be alert on the job;
2. Think before taking action;
3. Avoid taking unnecessary risks; and

4. Report unsafe practices or equipment.

Refer to ATSU Policy Nos. 95-106: *Hazard Communication Program* and 95-107: *Disease Exposure Prevention and Control Plan*.

WORK-RELATED ACCIDENTS

In the event an employee is injured on the job, the case will be handled in accordance with the workers' compensation laws of the state. To ensure protection of rights, an employee should report all work-related accidents to his/her immediate supervisor at once. If medical attention is necessary, Human Resources and/or the supervisor will direct the employee for treatment or referral. If the injury occurs when Human Resources is closed, medical attention should be obtained at the nearest emergency room or urgent care center. The employee and attending physician must complete an authorization form. A "confidential report of incident" form must be completed by the employee and his/her supervisor and forwarded to Human Resources. Benefits may be denied to employees who fail to report an accident immediately. Absences determined to be work-related will be compensated by ATSU, and any medical expenses resulting from work-related injuries will be the responsibility of ATSU as provided in the workers' compensation laws. Please refer to ATSU Policy No. 90-323: *Workers' Compensation Insurance*.

CHILDREN IN THE WORKPLACE

In order to eliminate potential liability and maintain an appropriate and safe work environment, providing childcare in any work area is prohibited. Emergency situations may arise, and supervisors must approve and monitor these situations. Please refer to ATSU Policy No. 90-328: *Children in the Workplace*.

SOLICITATION

Solicitation of other employees or distribution of literature during working time of either the employee doing the soliciting or the employee being solicited is prohibited. Working time does not include break periods and meal times, and employees are permitted to engage in solicitation during those times.

Solicitation of other employees at any time in any immediate patient care area such as waiting rooms, hallways, corridors, treatment rooms, diagnostic rooms, etc., is prohibited. Non-working areas include cafeterias, employee lounges, employee parking areas, and similar areas.

All-ATSU email communications must be approved by the President's Office. Email message boards are available for Arizona and Missouri campus employees and students to sell personal items and make non-work related announcements (e.g., for community events). For access to the campus-based message board, contact the Help Desk.

Please refer to ATSU Policy No. 90-121: *Solicitation and Distribution of Information*.

EMAIL AND INTERNET USE

Most ATSU employees have free and unimpeded access to work email and internet. Those who use these services are expected to do so in a responsible and appropriate manner. Email is not private nor protected, and may be subject to review as deemed necessary by the vice president of research, grants, & information systems, and appropriate President's Cabinet members.

Internet access on ATSU's network, or using ATSU equipment, may not be used to access pornographic material or conduct illegal activity.

Emails sent using the ATSU email system to groups of individuals should use the “blind carbon copy” (bcc) function. This does not include collaborative email messages where replies to all recipients are intended and encouraged.

Access is a privilege that may be removed upon sufficient justification. Personal use is permissible provided it does not interfere with the email system or with the individual's employment or obligations to ATSU. Employees who spend inordinate amounts of time with email or internet, outside their assigned duties, should be treated by their supervisors as they would for any other work-time problem. Refer to ATSU Policy No. 55-104: *Email Utilization Policy* for further details.

VALUABLES

Employees are advised to not carry valuables or large amounts of money while on duty. ATSU does not assume responsibility for personal losses. ATSU reserves the right to inspect any unauthorized packages entering or leaving the premises. A lost and found is maintained in the security office on the Missouri campus and at the front desk on the Arizona campus.

ACKNOWLEDGMENT

I have read in its entirety the ATSU *Employee Handbook* (“Handbook”), outlining ATSU’s policies, practices, guidelines, and benefits. I understand the Handbook provisions and I will do my best to abide by and uphold them. I understand information contained in this Handbook is set out in greater detail in the ATSU policy manual, the contents of which I have access to at any time on the ATSU portal.

I understand information contained in the Handbook is subject to change at ATSU’s discretion, without notice to employees, and such changes supersede, modify, or eliminate any or all of the policies and benefits summarized in the Handbook.

I further understand policies, practices, guidelines, and benefits contained in the Handbook do not constitute an employment contract between ATSU and myself or imply existence of any contractual or other rights. I also understand nothing in any other electronic data or materials or written materials disseminated by or for ATSU, and nothing in any statement or actions by or on behalf of one of ATSU’s representatives, constitutes an employment contract between ATSU and myself or implies existence of any contractual rights.

I understand my employment is as an “employee at will.” Being an “employee at will” means the employment relationship is by mutual consent of ATSU and me, is not for any definite period of time, and may be terminated by either ATSU or me at any time, without any notice, for any legal reason or no reason at all.

If I sign a separate written employment contract with ATSU, I understand and acknowledge such contract governs my employment with ATSU, but policies and benefits in the Handbook, or as later modified, also apply to me.

By signing below, I acknowledge I have read this acknowledgement and I fully understand the employment relationship as described above. In addition, I will abide by the ATSU mission and vision statements:

MISSION STATEMENT:

A.T. Still University of Health Sciences (ATSU) serves as a learning-centered university dedicated to preparing highly competent professionals through innovative academic programs with a commitment to continue its osteopathic heritage and focus on whole person healthcare, scholarship, community health, interprofessional education, diversity, and underserved populations.

VISION STATEMENT:

{To be} The preeminent University for the health professions

- *Leading innovator in health professions education*
- *Superior students and graduates who exemplify and support the University’s mission*
- *Osteopathic philosophy demonstrated and integrated*
- *Pioneering contributions in healthcare, education, knowledge, and practice.*

Employee signature

Print name

Date

Please return this signed acknowledgement to ATSU Human Resources.