

# Eastern Oregon University



## Online Educator Employee Handbook

- Online Academic Educators
- Online Clinical Educators
- Remote Onsite Casual Educators



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ACADEMIC YEAR 2023-24



## Eastern Oregon University

### Online Educator Employee Handbook

The Online Educator Employee Handbook (Handbook) reflects Eastern Oregon University’s policies and procedures as of the date of publication for three general categories of instructional employees:

- Online Academic Educators
- Online Clinical Educators
- Remote Onsite Casual Educators

Throughout this Handbook, the term “Online Educator” encompasses all three categories unless otherwise noted.

The Handbook is a general guide to employment related laws, rules and policies applicable to EOU Online Educators. Nothing in this document does or is intended to create a contract of employment. Updates, corrections, additions, or deletions affecting the information contained herein may be made and distributed from time to time as solely determined by Eastern Oregon University (“University”).

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## ONLINE EDUCATOR EMPLOYEE HANDBOOK

ONLINE ACADEMIC EDUCATOR

ONLINE CLINICAL EDUCATOR

REMOTE ONSITE CASUAL EDUCATOR

### **Mission Statement**

The University guides student inquiry through integrated, high-quality liberal arts and professional programs that lead to responsible and reflective action in a diverse and interconnected world.

As an educational, cultural and scholarly center, the University connects the rural regions of Oregon and online student across the USA to a wider world.

### **Equal Opportunity Employment Statement**

The University is as an Equal Opportunity Employer, and is committed to providing equal opportunity in its recruitment, admissions, educational programs, activities and employment without illegal discrimination on the basis of age, color, handicap, national origin, race, marital status, religion, sex, sexual orientation, gender identity, gender expression or any status as protected by state or federal law.

### **University Policies**

Online Educators are guided by University policies and procedures that govern and guide a wide spectrum of topics such as compensation, work assignments, ethics, confidentiality, conflicts of interest, personal conduct, financial practices, employment related benefits, etc. The University employment related policies are located online at <https://www.eou.edu/policy/>. The University's organizational values and mission are located online at [eou.edu/institutional-effectiveness/values-and-principles/](http://eou.edu/institutional-effectiveness/values-and-principles/). Other helpful links are: [HR website](#).

### ***Welcome to Eastern Oregon University!***

Eastern Oregon University (EOU) was founded in 1929 as a state teacher's college and today serves as a center for education, culture, and scholarship in rural areas of Oregon and the greater Pacific Northwest along with increasing online education outreach and student enrollment nationwide and internationally. At EOU, students receive personal attention from their professors while building strong relationships with peers and mentors.

To learn more about EOU's guiding documents and vision, please review EOU's Values & Principles, Mission, and Strategic Framework: [Ascent 2029](#)

Online Educators contribute their academic and clinical qualification and expertise to enable the fulfillment of the higher educational goals and ambitions of students. Online Educators enrich the learning experience of our students by bringing high levels of engagement from diverse backgrounds and a reflective, pedagogical practice. An important facet of the EOU "Together, It's Possible" theme is to build a vibrant community of teaching in all corners of our academic community, and we are pleased to introduce you to our handbook outlining our support for high quality, effective and engaging online education at our University.

The Academic Affairs division and the College Deans are here to serve our students and the University. This handbook provides operational policies and procedures to Online Educators who work and support EOU's mission. If you encounter an unfamiliar topic not yet included here, please notify your respective College Dean's office.

Thank you for enhancing the lives of thousands of EOU students!

## Employment

At the University, Online Educators comprise a skilled and valued group of educators who contribute to the success of the University in a variety of academic and clinical teaching positions and associated online administrative, scholarship, and management roles at the University.

This section of the Handbook defines the manner in which an educator at Eastern Oregon University is determined to be an Online Educator and provides guidance on specific aspects of Online Educator employment.

### *Overview*

Each individual Online Educator agrees to:

- Read, understand and comply with the policies and procedures of the University;
- Be responsible for and perform faithfully and diligently all the acts and duties pertaining to the educator's employment including the essential duties of their position;
- Manage job stress and interact effectively and amicably with others at work.

Each individual Online Educator acknowledges that University policies, procedures, handbooks, or written communications shall not be considered as creating an employment contract, and understands that no representative or agent of the University has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement, written or oral, that are contrary to the policies of the University or applicable laws.

Online Educators shall abide by all rules, statutes, regulations and laws of the University pertaining to educator ethical conduct and Oregon Government Ethics of Public Officers and Employees.

## Appointments

**There are three categories (types) of Online Educators:**

- Online Academic Educators
- Online Clinical Educators
- Remote Onsite Causal Educators

### **Types of Appointment - Online ACADEMIC Educators**

#### **Definitions:**

- Academic Term appointments consist of part time and full time single academic term (quarter) appointments.
- Academic Annual appointments consist of three terms of full time employment occurring in a single academic year.
- Academic Extended Year appointments are multi-year full time appointments that Online Academic Educators become eligible for after three consecutive years of full time EOU teaching service.

#### **Authority for Appointments**

- The respective college dean retains authority for employment agreements and employment terms of Online Educators including agreements for instructional services as needed.
- The beginning and ending date of the employment periods of Online Educators, and initial compensation, are specified in the Agreement for Provision of Instructional Services or the notice of appointment.

### **Online Academic Educator Titles**

- *Academic Extended Year*
  - a) Academic appointments may be for periods of up to 5 academic years with the expectation of successful annual reviews through the third year, and a successful final fifth year review. Renewed Extended Year academic appointments have the expectation of a successful review every other year.
  - b) Online Academic Educators on Extended Year academic appointments are full time and may hold titles of:
    - *Senior Academic Educator*
    - *Principal Academic Educator*
  - c) Graduate members on Extended Year academic appointments are eligible for promotion within the Academic types of appointment.
- *Academic Annual*
  - a) Academic Annual appointments are full time and may hold title of:
    - *Principal Academic Educator*
    - *Senior Academic Educator*
    - *Advanced Academic Educator*
- *Academic Term (Adjunct) Part time*
  - a) The Academic Term (adjunct) appointment is a part time single academic term (aka “term to term”) appointment.

### **Online Academic Educators Titles and Qualifications**

#### *Online Academic Adjunct (Part Time only) (OAA)*

- Satisfaction of the respective adjunct education requisites and holding at least a bachelors degree;
- Evidence of competent teaching ability online;
- The willingness to promote the mission and goals of EOU;
- The potential to contribute to the academic life of the discipline, college, and University.

#### *Advanced Academic Educator (AAE)*

- Satisfaction of the respective adjunct education requisites and holding at least a bachelors degree;
- Demonstrated effectiveness and competence in full time college level teaching online;
- The willingness to promote the mission and goals of EOU;
- The potential to contribute to the academic life of the discipline, college, and University.

#### *Senior Academic Educator (SAE)*

- Satisfaction of the respective adjunct education requisites and holding at least a masters degree;
- A minimum of six years equivalent of demonstrated online teaching effectiveness and competence at the college level;
- Evidence of sustained participation in professional organizations, and ongoing participation in professional growth and development activities;
- Evidence of sustained contribution to the academic life of the discipline, college, and University.

*Principal Academic Educator (PAE)*

- Satisfaction of the respective online education requisites and holding a terminal degree;
- A minimum of six years equivalent of demonstrated online teaching effectiveness and competence at the college level;
- Evidence of excellence in full time college level teaching online;
- Evidence of ongoing and significant participation in professional organizations, and ongoing participation in professional growth and development activities;
- Continued contributions to the academic life of the discipline, college, and University.

**Appointment Information**

- Renewal of an Academic Educator appointment is subject to a successful review by the Dean.
- All appointments are renewable only at the option of the university.
- Online Academic Educators may be assigned titles, promoted and earn tenure but do not hold rank.
- All appointments are subject to the provisions of the EOU Recruitment Policy.

<b>Types of Appointment - Online CLINICAL Educators</b>
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**Definitions:**

- A Clinical Term appointment consists of part time single academic term (quarter) appointments. Consecutive term appointments are permitted.
- A Clinical Annual appointment is a full time academic year appointment that consists of three or more terms occurring in a single academic year.
- An Extended Year clinical appointment is a multi-academic year full time appointment that an Online Clinical Educator becomes eligible for after three consecutive years of EOU teaching service.

**Appointment Durations**

- *Clinical Extended Year*
  - a) Clinical Extended Year clinical appointments may be for periods of up to 5 academic years with the expectation of successful annual reviews through the third year, and a successful final fifth year review. Renewed Extended Year clinical appointments have the expectation of a successful review every other year.
  - b) Online Clinical Educators on Extended Year clinical appointments may hold titles of:
    - *Senior Clinical Educator*
    - *Principal Clinical Educator*
  - c) Graduate members on Extended Year clinical appointments are eligible for promotion within the Clinical types of appointment.
- *Clinical Annual*
  - a) The Clinical Annual appointment is a full time academic year long appointment consisting of three or more terms occurring in a single academic year. Renewal of a Clinical Annual appointment is subject to a successful review by the Program Director.
  - b) Clinical Annual appointments may hold title of:
    - *Principal Clinical Educator*
    - *Senior Clinical Educator*
    - *Advanced Clinical Educator*

- *Clinical Term Adjunct*
  - a) The Clinical Term Adjunct appointment is a part time or full time single academic term (aka “term to term”) appointment.

### **Appointment Information**

- Renewals of a Clinical Educator appointment is subject to a successful review by the Program Director.
- All appointments are renewable only at the option of the university.
- Online Clinical Educators are assigned titles, may earn tenure status, and may be promoted but do not hold rank.
- All appointments are subject to the provisions of the EOU Recruitment Policy.
- EOU provides support for counselor education program faculty to participate in professional activities, scholarly activities, and service to the profession.
- EOU provides learning resources appropriate for scholarly inquiry, study, and research relevant to counseling and accessible by all counselor education program faculty and students.
- EOU provides technical support to all counselor education program faculty and students to ensure access to information systems for learning, teaching, and research.
- Clinic program units have Educator resources of appropriate quality and sufficiency to meet the demands of the program.
- Teaching and advising loads, scholarship, and service expectations of counselor education program faculty members are consistent with the institutional mission and the recognition that clinical (e.g. counselor) preparation programs require extensive clinical instruction.

### **Online Clinical Educators Titles and Qualifications**

#### *Online Clinical Adjunct (OCA) (Part Time only)*

- Ph.D. in Counselor Education and Supervision from a CACREP accredited institution;
- Evidence of competent teaching ability online;
- The willingness to promote the mission and goals of EOU;
- The potential to contribute to the academic life of the discipline, college, and University.

#### *Advanced Clinical Educator (ACE)*

- Ph.D. in Counselor Education and Supervision from a CACREP accredited institution;
- Demonstrated effectiveness and competence in full time college level teaching online;
- The willingness to promote the mission and goals of EOU;
- The potential to contribute to the academic life of the discipline, college, and University.

#### *Senior Clinical Educator (SCE)*

- Ph.D. in Counselor Education and Supervision from a CACREP accredited institution;
- A minimum of six years of demonstrated effectiveness and competence in full time online college level teaching;
- Evidence for sustained scholarly achievement through publication, research, participation in ongoing participation in professional growth and development activities and professional organizations;
- Evidence for sustained contribution to the academic life of the discipline, college, and University.

*Principal Clinical Educator (PCE)*

- Ph.D. in Counselor Education and Supervision from a CACREP accredited institution;
- Completed a minimum of six years online teaching experience with at least three years at the title of Senior Clinical educator at EOU or equivalent position at another academic institution of equal standing;
- Evidence for excellence in full time college level teaching online;
- Evidence for ongoing and significant scholarly achievement through publication, research, participation in professional organizations, and ongoing participation in professional growth and development activities;
- Continued contributions to the academic life of the discipline, College, and University.

Ordinarily, a Principal Clinical Educator appointment is a recognition of distinction for educators who have excelled in teaching, scholarship, and service to the University.

**Tenure and Promotion**

**Online Academic Educators**

Tenure and promotion for Online Academic Educators follows the procedures set forth in the EOU Faculty Retention, Tenure and Promotion Handbook, Section 4. This section will be developed by July, 2024.

**Online Clinical Educators**

Tenure and promotion for Online Clinical Educators follows the procedures set forth in the EOU Faculty Retention, Tenure and Promotion Handbook, Section 4. This section will be developed by July, 2024.

**Types of Appointment – Remote Onsite Casual Educators**

**Definition**

An instructional educator assigned to teach in-person courses at Remote Onsite locations (sites that are not considered to be on the EOU main campus) at a less than 0.50 FTE course load.

**Title**

Remote Onsite Casual Educator. Like other Online Educators, they do not hold rank. Remote Onsite Casual Educators are ineligible for tenure.

***Summary of Online Educator Appointments, Titles, FTE, Appointment Lengths, and Tenure Eligibility***

Online Educator Type	Title(s) within Type	Allowable FTE	Allowable Appm't Length	Tenure Eligible
Online Academic Term	Online Adjunct Academic Educator (OAA)	PT	Single Term	No
Online Academic Annual	Principal Online Academic Educator (PAE)	FT	Single AY	Yes
	Senior Online Academic Educator (SAE)	FT	Single AY	Yes
	Advanced Online Academic Educator (AAE)	FT	Single AY	Yes
Online Academic Extended Year	Principal Online Academic Educator (PAE)	FT	Up to 5 years	Yes
	Senior Online Academic Educator (SAE)	FT	Up to 5 years	Yes



Online Clinical Term	Online Adjunct Clinical Educator (OCA)	PT	Single Term	No
Online Clinical Annual	Principal Online Clinical Educator (PCE)	FT	Single AY	Yes
	Senior Online Clinical Educator (SCE)	FT	Single AY	Yes
	Advanced Online Clinical Educator (ACE)	FT	Single AY	Yes
Online Clinical Extended Year	Principal Online Clinical Educator (PCE)	FT	Up to 5 years	Yes
	Senior Online Clinical Educator (SCE)	FT	Up to 5 years	Yes
Remote Onsite Casual Educators	Onsite Casual Educators (RCE)	PT	Single Term	No

**Compensation**

**Compensation Administration**

The University’s position classification and compensation structure and practices are designed to directly support the University’s mission, personnel retention, and talent acquisition goals and comply with government laws that regulate pay equity and equal employment opportunity.

Compensation is in accordance with EOU’s Online Educator compensation policy and practices established by EOU Human Resources and the College dean. Compensation practices align with accreditation requirements.

**Payroll and Pay Dates:**

Payroll for Online Educators is determined in the Dean’s office.

If you have questions about your compensation please contact your college COM.

**Fair Labor Standards Act (FLSA) Designations**

Online Educators at the University are designated as exempt from the overtime provisions of the Fair Labor Standards Act ([FLSA](#)). FLSA exempt or nonexempt status of educators is determined by the HR Department.

Compensation related updates will be considered and implemented as prompted by internal organizational needs and when required by law and regulation.

**Compensation Rates**

Compensation Rates for Online Educators are documented in their respective notices of appointment or, for adjunct online educators, their instructional services agreement.

**Performance Evaluation**

**Online Educator Performance Evaluations – General Guidelines**

Online Educator appointments may be renewed by the dean as they see fit. Typically, renewed appointments depend on multiple factors, such as, but not limited to, evaluation of teaching performance, and program and University needs:

- The dean (or designee) and program faculty designated by the dean, review the performance of Online Educators in light of program and University needs.
- Online Educators are placed on an evaluation rotation schedule. New Online Educators are evaluated each term they are assigned courses during their first year.

- Assignments and appointments are determined with as much accuracy as possible. However, program and University needs may change and result in changed appointments and assignments of Online Educators.

Online Educator Evaluation Criteria. The following general characteristics of instruction are incorporated into the evaluation of Online Educators:

- Overall quality of instruction and pedagogy.
- Effective and frequent student/teacher communication.
- Assessment of student learning outcomes.
- Overall performance and conduct as an educator.

### Payment of Wages

Although wages are earned weekly by exempt educators and per hour by nonexempt educators, wages earned are paid as a monthly salary on the last bank day of each month. All educators are encouraged to have an account in which their wages can be electronically paid and deposited.

#### **Tax Forms**

Certain forms related to income tax withholding are required of all educators by government agencies. When an educator's marital status changes or the number of qualifying dependent exemptions previously claimed increases or decreases, new tax withholding forms must be promptly completed, signed, and submitted to the Payroll Department.

#### **Paychecks**

For educators with direct deposit arrangements, paychecks are deposited on the last working day of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to educators on that day. When payday falls on a Saturday, Sunday or holiday, educator paychecks shall be made available on the last working day of the month.

Change requests for mailing and direct deposit must be received in the Payroll Office no later than the 10th of the month that the transaction is desired.

#### **Mountie Hub for Educators Time Entry System**

The University uses online software for requesting, approving and reporting paid and unpaid leave. The software enables educators to view their current educator benefit enrollment status, authorized paycheck deductions, earnings, paid leave accruals, and other personnel and payroll related information. Accessing the online software requires the educator credentials.

Please contact the Payroll Department with questions about the online Time Entry software for Online Educators.

#### **Online Educator Pay Actions**

##### ***Documentation***

Any change in compensation rate or amount will be documented in each educator's respective personnel or payroll file. Any educator may find their salary rate and other employment information including paycheck stubs on the Mountie Hub "Employee Services" tab.

##### **General Pay Increases**

###### ***Effective Date:***

The effective date of general pay rate increases for Online Educators, when they occur, will be specified when general increases are announced.

*Eligibility:*

Eligibility rules for general and merit-based pay increases for Online Educators are determined by the HR Department. If there are questions about specific eligibility criteria, please contact the HR Department. Eligible educators are those that are in good standing (no serious written or more severe disciplinary notice) and are actively employed when the pay increase becomes effective.

*Pay Increases*

- Eligible Online Educators may receive pay rate increases to their base pay as determined by the University.
- Pay increase amounts must conform to the University’s compensation rules unless an exception is approved by the HR Department.

**Merit Raises**

- In addition to general increases, eligible Online Educators may be considered for merit raises, if and when a merit pay system is in effect, when performance review results indicate their work performance meets or exceeds expectations.

**Online Educator Employee Benefits**

Eligible Online Educators enjoy University provided benefits that help ensure better financial security and a healthy work-life balance. More detailed information about the various educator benefits and enrollment steps are available from the Benefits Manager in the HR Department.

**Employee and Family Healthcare Insurance**

Medical, dental, and vision healthcare insurance and life insurance benefits administered and insured by the Public Employees’ Benefit Board (PEBB) are extended to eligible educators and their eligible family dependents. Educators also have access to a variety of optional benefits.

Eligibility for healthcare insurance coverage requires regular employment of .50 FTE or more for employment anticipated to have a continuous duration of at least 90 days, or provisional, less than full time employment of .75 FTE more over a one year period (aka PPACA “look back” coverage). Coverage begins on the first of the month following the beginning date of employment. Other eligibility provisions apply. Online Educators working at multiple institutions in Oregon may have additional healthcare benefit eligibility opportunity; contact the HR Department for information.

PEBB is a multi-plan benefits program in which the University pays the majority of each month’s insurance premium amount and a small percentage is paid by the educator via paycheck deduction.

For assistance in choosing benefit plans, see the PEBB [Summary Plan Description](#) or make an appointment to discuss benefit options with the University’s Benefits Manager in the HR Department.

*Short and Long Term Disability Insurance Benefits*

The University offers eligible educators optional short-term and long-term disability insurance coverage on a self-pay basis. Disability insurance coverage offers income protection during times when an educator is unable to work due to injury or illness and not receiving wages. Monthly premiums are paid by the covered educator on an after-tax basis via paycheck deduction. Please contact the HR Department for complete information.

*Group Life and AD&D Insurance Benefits*

The University extends optional group-rate life insurance and Accidental Death and Dismemberment (AD&D) insurance coverage to eligible educators and their families via PEBB. Please contact the Benefits Manager in the HR Department for complete information.

### *Liability Insurance as Educators*

Online Educators are automatically covered by the University against third-party liability risks arising from carrying out assigned duties. This protection includes legal representation and costs should an educator be individually named as a result of their employment.

### **Retirement Benefits**

#### *Primary Retirement Plans*

Eligible Online Educators have the option of choosing between two retirement plans after completing six consecutive months of employment and have worked 600 hours. The Oregon Public Service Retirement Plan (OPSRP) and the Optional Retirement Program (ORP) are the two retirement programs available to educators. Currently the University contributes variable amounts of an educator's regular gross salary into the retirement plan of choice. Educators may contribute to ORP if they are Tier 4.

#### *Supplemental Retirement Benefits*

Several tax deferred investment retirement savings options are available to eligible Online Educators that provide supplemental retirement benefits. For a list of vendors and information please contact the Benefits Manager in the HR Department.

### **Flexible Spending Accounts**

Any benefits-eligible Online Educator may also establish a flexible spending account (FSA) in order to use pre-tax income contributions to self-reimburse for eligible healthcare and dependent child care expenses. Educators may enroll in accounts within 60 calendar days of their respective initial date of hire, during the annual Open Enrollment period, or within 60 calendar days of a qualifying event as permitted by government regulations. Annual contribution limits apply.

A flexible spending account benefits an educator by using pre-income tax earnings to self-reimburse for eligible expenses. However, caution is suggested as FSA contributions are also a "use it or lose it" benefit wherein if submitted eligible expenses are less than the amount contributed for that year the remaining balance is forfeited. Please contact the Benefits Manager in the HR Department for complete information.

### **Employee Assistance Program (EAP)**

Online Educators that are benefit eligible have access to the Employee Assistance Program (EAP) contracted through Canopy (formerly Cascade Centers, Inc.). Canopy offers professional help with personal challenges such as alcohol or substance abuse, marital discord, relationships at home and work, family and parenting problems, divorce adjustments, financial and legal concerns, stress and tension, job-related problems, chronic time loss, depression or anxiety, elder care, and grief and loss.

Confidential counseling is available free of charge for three sessions. Continued counseling is arranged through the educator's healthcare insurance carrier. Paid sick time off benefits may be used for replacing lost wages while attending medical related personal appointments. Information describing services in more detail is available - please contact the Benefits Manager in the HR Department. Or feel free to call 1-800-433-2320 and ask for the information line; or visit online at [www.cascadecenter.com/](http://www.cascadecenter.com/).

### **Staff Fee Privileges**

Online Educators eligible for employee healthcare benefits are generally also eligible to personally enjoy discounted tuition costs for many courses at other Oregon public universities. This benefit is known as the Staff Fee Privilege and it may also be transferred to eligible family dependents. For additional information go to the [staff fee web site](#) or contact the Benefits Manager in the HR Department.

**Paid and Unpaid Time Off and Leave of Absence***Overview*

The HR Department maintains procedural guidance regarding the accrual and use of Online Educator paid time off and all leaves of absence. Eligible Online Educators enjoy multiple forms of paid and unpaid leave including paid holidays, vacation time (12 month appointments), sick time, parental leave, and other leaves with and without pay. Several types of leave have legally protected leave rights defined in federal and state employment laws; contact the HR Department for more information and request forms.

Each paid time off or leave of absence status varies in its provisions with respect to eligibility, duration, documentation, and approvals as described below. If an Online Educator needs a leave of absence for personal and/or medical reasons, the educator should contact their supervisor and the HR Department.

**Paid Vacation Leave (Eligible Online Educators)***Eligibility*

Online Educators on 12-month appointment, in paid status with an ongoing appointment of 0.50 FTE or more are eligible to accrue and use paid vacation time off. Eligibility for both accruing and using vacation benefits begin on the educator's employment start date. Vacation benefits must have accrued and been requested and approved in order to be used.

*Vacation Leave Accrual Rate*

Eligible educators appointed for year-round 12 month employment:

- At 1.0 FTE accrue 15 hours of vacation time per month;
- Eligible educators appointed at 0.50 to .99 FTE accrue vacation time in proportion to the appointed position FTE based on the 15 hours per month accrual rate;
- Educators appointed at less than 0.50 FTE do not accrue vacation time.

Vacation time accrual is suspended for all types of unpaid time off and unpaid leaves of absence.

Eligible Online Educator accrue vacation time off on the last day of each month. The amount of paid vacation time off that has accrued on the first day of each month is the amount available for use by the Online Educator.

*Maximum Accrual Amount*

Online Educator can accrue a maximum of 260 paid vacation hours and will forfeit any unused paid vacation time off that would otherwise accrue over this maximum unless applicable state laws otherwise disallow forfeiture.

*Requests and Approvals*

An Online Educator must request and schedule paid vacation time off in advance with their direct supervisor, and should be planned cooperatively with an educator's supervisor. Requested vacation time off can be taken only after being approved by the direct supervisor. Supervisors are to be reasonable when approving paid vacation time off requests, and consider factors such as whether the educator provided sufficient notice and whether the leave will interfere with organizational demands. Online Educators must use accrued vacation time off when directed to do so when a department, college or the University is generally closed, for example, during a winter closure.

*Conditions*

Online Educator cannot borrow vacation time or transfer vacation time to another educator.

Unused vacation time is only paid upon separation from employment or transfer to a position that is ineligible for vacation time accrual. The maximum number of accrued paid vacation hours that will be paid out is 180 unless applicable state laws otherwise disallow forfeiture.

**Absence Guidelines****Sick/Disability Leave***Eligibility*

All Online Educator are eligible for the accrual and use of paid sick time off. An Online Educator must request and schedule paid sick time off in advance with their direct supervisor (unless physically or circumstantially unable to do so) and receive supervisor approval. Requests are made in Mountie Hub.

*Paid Sick Leave Accrual Rate*

Online Educator appointed at 1.0 FTE accrue 8 hours per month of paid sick leave, or 2 hours for each full week of service when less than one month. Online Educator appointed at less than 1.0 FTE accrue paid sick time off in proportion to their FTE.

There is no maximum accrual limit for paid sick time off.

*Use of Sick Leave*

Online Educator are required to use accrued paid leave for illness and injury absences in one-hour increments. Eligible Online Educator who work in Oregon may use paid sick leave for all purposes allowed under the Oregon Sick Time Law. Eligible educators working in other states have illness and injury leave rights under the laws of the state in which they are working. See The Applicable State Employment Rules (HR Department) for details.

Use of accrued paid sick leave is required when the reason for an absence due to illness or injury, or for caring for an eligible ill or injured family member. Online Educators who accrue vacation leave may use that leave for illness and injury absences only when accrued sick leave is depleted. When an educator has exhausted both accrued sick and vacation paid leave, additional full-day absences due to illness are unpaid.

Educators with questions about paid sick leave should contact the HR Department.

*Requests and Approvals*

Requests for foreseeable sick time longer than three days require at least ten days' request notice to the supervisor and HR Department. Requests are made in Mountie Hub. As much notice as possible is best when an educator expects to miss work for a scheduled absence. Educators must also make a reasonable effort to schedule sick time in a manner that is not unduly disruptive their work obligations. Educators must inform their supervisor and the HR Department of any change in the expected duration of leave as soon as is practicable.

Sick time may be taken with less than ten days' notice when the need for leave is unforeseeable. When the need for sick time is unforeseeable, educators must contact their supervisors before the start of their scheduled work shift or as soon as practicable. Educators who have taken unforeseen sick time must record their sick time usage in Mountie Hub within three days of returning to work.

For unforeseen leave that is longer than three days, educators may be required to provide written documentation confirming that the absence was for a qualifying reason.

Eligible Online Educator who work in Oregon may take sick time for several reasons under the Oregon Paid Sick Time Law, including treatment for an illness or injury, routine medical visits, or the closure of a child's school or place of care. For more information on when an educator can take paid sick leave, please contact the HR Department or visit the State or Oregon [webpage](#) about the Oregon Paid Sick Time Law.

Online Educator may not borrow sick time off or transfer sick time hours to another educator.

Unused sick time is not paid out under any circumstances.

*Restoration*

An Online Educator who leaves employment from the University and is subsequently rehired is entitled to have restored previously unused accrued paid sick time off provided the break in service had not exceeded two years.

### *Documentation*

If an educator takes more than three consecutively scheduled workdays as sick leave, the University may require reasonable documentation showing that the educator was absent for an approved reason, and may return to work safely. Reasonable documentation includes documentation signed by a qualified healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking. If the University suspects sick time abuse, including but not limited to repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacations and paydays, the University may require reasonable documentation from a qualified healthcare provider on a more frequent basis.

### *No Discrimination or Retaliation*

The University will not take retaliatory personnel action or discriminate against educators for using or requesting protected sick time. Educators working in Oregon may file a complaint with the Oregon Bureau of Labor and Industries if they believe that their protected sick leave under the Oregon Sick Time law has been denied, or if they believe they have suffered retaliation for requesting or taking sick time. Educators working in states other than Oregon should reference The Applicable State Employment Rules (HR Department) for descriptions of their employment rights concerning use of paid sick leave hours.

Educators are encouraged to discuss any concerns regarding sick time with a supervisor or the HR Department.

### **Family and Medical Leaves**

The University provides eligible Online Educators with return-to-work protected leave of absence of up to 12 weeks for qualifying purposes as provided by the federal Family Medical Leave Act (FMLA).

For eligible Online Educators who work in Oregon, the similar (but not identical) provisions of the Oregon Family Leave Act (OFLA) apply. Eligible educators working in other states may have leave rights under the laws of the state in which they are working. See the Applicable State Employment Rules (HR Department).

An educator must request and schedule all leave time off in advance with their direct supervisor (unless physically or circumstantially unable to do so) and receive supervisor approval.

### *FMLA Eligibility*

Educators eligible for leave of absence under the FMLA must have been employed by the University for 12 months or more and have at least 1250 hours of service during the 12 months immediately preceding the leave of absence.

### *Guidelines*

Educators may request family and medical leave:

- To care for the educator's child after birth, or placement for adoption or foster care ("parental leave");
- To care for the educator's spouse, child or parent, parent-in-law, grandparents, grandchildren, same-sex domestic partner, registered domestic partner, and parents or child of an educator's same-sex domestic partner with a serious health condition ("family member leave");
- For a serious health condition that prevents the educator from performing their job;
- To care for an injured service member (Armed Forces, National Guard and Reserves) who is the educator's spouse, child, parent or next of kin, with a serious injury or illness incurred on active duty and for a covered veteran undergoing medical treatment, recuperation or therapy for a serious illness or injury that was sustained any time up to five years preceding the treatment ("military caregiver leave"); and
- For a qualifying exigency arising out of the educator's spouse, child or parent's active duty, or call to active duty in the Armed Forces, National Guard or Reserves ("qualifying exigency military leave").



Eligible educators working in states other than Oregon may have leave rights under the laws of the state in which they are working. See the Applicable State Employment Rules (HR Department) for details.

*OFLA Eligibility (Oregon Educators)*

To be eligible for OFLA parental leave, an educator must work in Oregon and have been employed by the University for at least six continuous months. Educators taking leave arising out of a spouse's or registered domestic partner's active duty or call to active duty under OFLA, only have to work an average of 20 hours per week to be eligible for such leave. Educators are eligible for all other OFLA benefits if they have been employed by the University for at least six continuous months and also work an average of at least 25 hours per week before the leave begins.

Under the Oregon Sick Leave Law, educators working in Oregon may also request family and medical leave:

- To care for a minor child who is ill and requires home care, and does not have a serious health condition, provided another family member is not willing and able to care for the child ("sick child leave"); and
- For up to 14 regularly-scheduled work days per deployment arising out of the educator's spouse's or registered domestic partner's active duty or call to active duty in the Armed Forces, National Guard or Reserves.

*Military Member Disability Related FMLA and OFLA Leaves*

In addition to the basic 12-week family leave entitlement, eligible FMLA educators are entitled to take up to 26 weeks of leave in a single 12-month period (that includes leave for any other FMLA purpose) for injured service member military leave. Eligible OFLA educators may also qualify for additional family medical leave in the following circumstances:

- Up to 12 weeks leave for incapacity related to pregnancy, prenatal medical care, or childbirth; and
- Up to 12 weeks of sick child leave for those educators who take 12 full weeks of parental leave, provided the child does not have a serious health condition.

Any vacation leave, leave without pay, and/or paid sick leave (if applicable) runs concurrently with leave taken under the OFLA and/or FMLA unless the educator requests otherwise in writing in advance of the leave. Requests are to be submitted to the HR Department.

*Additional Information About FMLA and OFLA Leaves*

- Educators are required to give at least 30 days' advance notice of the need for leave when the need is foreseeable. If the reason for the leave is unforeseeable, absent unusual circumstances, an educator must provide notice as soon as practicable.
- Educators are responsible and must provide sufficient information to determine if the leave may qualify for family medical leave protection and the anticipated timing and duration of the leave. Educators also must inform the University if the requested leave is for a reason for which FMLA and/or OFLA leave was previously taken or certified.
- The consequences for failing to provide adequate notice for OFLA-only leave are that the University may reduce the period of unused OFLA by the number of days the educator took leave without notice (not to exceed three weeks per leave year).
- Educators must make reasonable efforts to schedule treatment for serious health conditions and/or leave for planned treatment in a manner that does not unduly disrupt business operations.
- Please contact the HR Department for additional information regarding medical certification, reinstatement, and other specific details regarding family medical leave.



## **Oregon Family Paid Leave**

Paid Family Leave Oregon (aka “Paid Leave Oregon”) is a State of Oregon mandated program that helps Oregon employees have access to the time off and support they need to care for themselves and their families.

An employee eligible for Paid Leave Oregon benefits is generally an employee who works in Oregon and has been paid at least \$1,000 from any Oregon employer the year before they apply for Paid Leave.

Paid Leave Oregon benefits are generally available for different kinds of leaves:

- Medical leave: For an employee to provide their own care when they have a serious health condition.
- Safe Leave: for survivors of sexual assault, domestic violence, harassment, or stalking.
- Family leave for the birth of a child; to bond with a child in the first year after birth, through adoption, or when placed in the employee’s home through foster care.
- Family leave to care for a family member with a serious health condition.

The definition of “family member” under Oregon Paid Leave (and OFLA) includes the spouse of an employee; the biological, adoptive or foster parent or child of the employee; the grandparent or grandchild of the employee; a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis; domestic partner (regardless of gender); siblings, and stepsiblings.

### *Applying for PLO Benefits*

Normally, employees are required to request a PLO leave of absence at least 30 days before their leave begins.

Eastern Oregon University has engaged the Standard Insurance Company to administer EOU’s equivalent Paid Leave Oregon plan. Paid Leave Oregon benefits became available to eligible employees beginning September 3, 2023.

When an employee will have or currently has a qualifying event and they want to apply for PLO benefits, they must:

1. Apply for Paid Leave Oregon benefits directly with the Standard Insurance Company.
2. Complete an EOU employee leave of absence request. All leave of absence requests must be approved by the HR Department.

### *Other Paid Leave Oregon Information:*

- Employees can take up to 12 weeks paid leave in their “benefit year” which begins on the Sunday before an employee’s first day of leave.
- Employees can choose when and how long to take their leave with one day being the minimum leave length. Intermittent leave in one day increments is permitted.
- The Standard Insurance Company will pay qualifying employees a weekly benefit while they are on a Paid Leave Oregon absence. The benefit amount is determined by the State of Oregon and varies depending on an employee’s regular weekly wage rate.
- Paid Leave Oregon qualifying leaves are “protected leave” when the employee has worked more than 90 consecutive days for EOU. “Protected” means that the employee has the right to return to the position that they occupied when their leave began if that position still exists when they properly return from their leave. If the position previously held by the employee no longer exists and an equivalent position is not available at the same jobsite, then the employee may be offered a job that is within 50 miles of where they previously worked when their leave began.

- Employees must promptly return to active employment after the end of their approved leave of absence.
- All FMLA, OFLA and Paid Leave Oregon leaves of absence run concurrently, meaning that the time away from work while on one kind of leave is counted toward the maximum number of allowable weeks for all three types of leave.
- Employees taking qualifying leave under the rules of FMLA, Paid Leave Oregon and/or OFLA will have their healthcare insurance benefits continue while they are on leave as long as the employee continues to pay their normal portion of their monthly health insurance premiums during their leave.

## **Parental Leave**

### *Eligibility*

Eligible educators are those who have been employed by the University for at least six continuous months.

### *Requests*

An Online Educators must request and schedule paid parental leave time off in advance with their direct supervisor (unless physically or circumstantially unable to do so) and receive supervisor approval.

### *Guidelines*

The University provides eligible Online Educators with an unpaid leave of absence option upon the birth or a placement for adoption or foster care of a child as provided by the Family Medical Leave Act (FMLA), and for eligible Online Educators who work in Oregon, the Oregon Family Leave Act (OFLA). Parental leaves of absence may extend up to 12 weeks configured in conjunction with other qualifying sick or disability related leaves of absence. (There are specified exceptions, however, such as sick child leave and leave to care for a parent-in-law, grandparent or grandchild with a serious health condition, in which OFLA provides for leave and FMLA does not, or vice versa.) Educators working in states other than Oregon may have similar parental leave rights. See the Applicable State Employment Rules (HR Department) for details.

If both parents work in Oregon and are employed as educators by the University, both parents are entitled to parental leave. However, depending on the University operational needs, concurrent parental leaves of absence may have to be coordinated, unless one of the parent educators is suffering from a serious health condition and/or the child is suffering from a serious health condition.

Parental leave runs concurrently with other qualifying FMLA and/or OFLA leaves.

Eligible educators working in states other than Oregon may have leave rights under the laws of the state in which they are working. See the Applicable State Employment Rules (HR Department) for details.

The HR Department helps educators with understanding and selecting the best leave of absence options available.

## **Bereavement Leave**

### *Eligibility*

All Online Educators are eligible. An Online Educator must request and schedule paid bereavement leave time off in advance with their direct supervisor (unless physically or circumstantially unable to do so) and receive supervisor approval.

### *Guidelines*

Educators may choose to be paid bereavement leave for up to four regularly scheduled work days in the event of a death in the immediate family of the educator or the educator's spouse or domestic partner.

For purposes of administering the paid time off bereavement benefit, "immediate family" of the educator or the educator's spouse or domestic partner includes the parent, wife, husband, child, domestic partner, brother,

sister, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, or another member of the immediate household.

After an educator's paid bereavement leave benefit has been depleted, accrued sick/disability paid leave is to be used for any absence when the educator's presence is required because of death in the educator's immediate family. If additional time off from work is needed, after paid sick/disability leave benefit is depleted, an educator must request the additional time away from work and may request to use accrued paid vacation leave, or leave without pay. Request for leave in bereavement circumstances are not unreasonably denied. Accrued paid time off leave, other than paid sick/disability leave, may be used to discharge additional customary obligations arising from the death of an immediate family member such as obligations involved as estate executor.

### **Jury Duty**

#### *Eligibility*

All Online Educators are eligible. An educator must request and schedule jury duty leave in advance with their direct supervisor, and receive supervisor approval.

#### *Guidelines*

The University encourages participation in jury duty as a civic responsibility. Online Educators are allowed to be absent with pay for jury duty but are: (1) expected to report for their regularly scheduled work on days when not required to perform jury duty; and (2) expected to return to work if released from jury duty if four (4) or more hours remain in their normal work day schedule.

Online Educators are entitled to retain any pay they receive for jury duty service in addition to their regular pay. Educators must provide appropriate jury-duty documentation with as much notice as possible to their direct supervisor. Also, at the discretion of the supervisor, educators may be required to provide proof of the completed jury duty service dates upon returning to work.

### **Domestic Violence, Harassment, Sexual Assault, or Stalking Leave**

#### *Eligibility*

All Online Educators employed in Oregon are eligible (educators in other states may have similar or different state-defined leave rights related to domestic violence, harassment, sexual assault or stalking. See the Applicable State Employment Rules (HR Department).) Educators employed in Oregon must give their direct supervisor or the HR Department reasonable advance notice of the intention to take time off for any of the purposes described in this section, unless reasonable notice is not feasible. The University may require an educator requesting domestic violence leave to provide documentation that an event had occurred.

#### *Guidelines*

An eligible educator who is a victim of domestic violence, harassment, sexual assault or stalking may take time off from work, without risk of discrimination or retaliation, for several reasons under Oregon law, including treatment to recover from injuries caused by domestic violence and/or participating in legal proceedings related to domestic violence. For more information on when an educator can take leave, please contact the HR Department, the EOU Title VII Officer or visit the State of Oregon webpage on [Victims of Domestic Violence](#).

The University is committed to protecting the confidentiality, to the extent possible, of an educator who requests time off as a result of domestic violence, criminal harassment, sexual assault, or stalking. An educator may use unused, accrued paid leave for these purposes. A domestic violence or sexual assault leave shall not exceed or extend the amount of time off permitted under any applicable federal or state family and medical leave laws, if any, and is not in addition to what, if any leave, is already permitted by such laws.

Independent of any leave rights an educator may have, the University will provide educators a reasonable workplace safety accommodation in response to actual or threatened domestic violence, sexual assault, stalking or criminal harassment. Safety accommodations may include transfer, reassignment, a modified schedule, changed work station or phone number, or other measures to address safety. In the event an educator would like to discuss an accommodation, please contact the HR Department.

## **Military Family Leave**

### *Eligibility*

All Online Educators employed by the University for at least six continuous months who have worked an average of 25 hours per week before the leave begins.

### *Guidelines*

An eligible educator who is the spouse or same gender domestic partner of a service member called to active duty or notified of an impending call to active duty, is entitled to a total of 14 days' unpaid leave per deployment. Military family leave is also available when a spouse or domestic partner is on leave from active duty during a period of military conflict.

## **Military Leave**

### *Eligibility*

All Online Educators who serve in the military.

### *Guidelines*

The University grants leave for military service in compliance with federal law. Upon written application, educators may receive their regular University wages for initial active duty for training and for periods of required annual active duty for training, not to exceed 15 calendar days or 11 working days in a training year (federal fiscal year). Eligible educators should contact the HR Department for additional information.

## **Extended Leave of Absence**

An Extended Leave of Absence is a leave that occurs *after* a regular paid or unpaid FMLA, OFLA, or other qualifying protected leave of absence has expired.

### *Eligibility*

Online Educators who have been employed by the University for at least six continuous months. An educator must request and schedule extended leave in advance with their direct supervisor. Both supervisor and HR Department approval is required.

### *Guidelines*

An Online Educator may request an Extended Leave of Absence for up to 14 weeks *after* a regular paid or unpaid FMLA, OFLA, or other qualifying protected leave of absence has expired, for personal or professional reasons only, including continuing to recover from disability conditions. Requests for an Extended Leave of Absence for disability related reasons such as under the Americans with Disabilities Act are to be directed to the HR Department.

Requests for an Extended Leave of Absence are to be submitted to the educator's supervisor and approved by the HR Department. Available accrued paid time off must be used during an Extended Leave of Absence, otherwise the Extended Leave of Absence will be unpaid.

## **Administrative Leave**

Infrequently, in order to enable a complete and unhindered investigation such as regarding a violation of University policy or state or federal law, the University has the discretion to place an educator on administrative leave with pay. Online Educators on administrative leave may be restricted from using University property, information, assets, and/or communications systems, and may have constraints placed on their normal employment activities and authority. Compensation of an educator on administrative leave with pay will be equal to the educator's base rate of pay. Administrative leave for investigative purposes is not disciplinary in nature. The University may, when it deems appropriate, take steps short of a full administrative leave during an investigation including, but not limited to, relocations of workspace, restrictions on access to files or systems, or no-contact orders.

## **Personal Unpaid Leave of Absence**

### *Eligibility*

Online Educator who have been employed by the University for at least six continuous months.

*Guidelines*

An eligible Online Educators may request a unpaid leave of absence for personal reasons for up to two weeks for a variety of reasons subject to University operating needs.

*Requests*

An Online Educator must request and schedule an unpaid personal leave in advance with their direct supervisor. Both supervisor and HR Department approval is required. Retroactive approvals are not permitted.

**Professional Development Leave**

*Eligibility*

Online Educators with duties and responsibilities that directly influence University student learning outcomes and/or pedagogy and who have been employed by the University for at least seven continuous years.

*Guidelines*

Under certain conditions, an Online Educator may be granted a paid leave to pursue more intensive professional development opportunities that requires time away from the educator's normal duties and/or is conducted in a geographically distant locale. The educator petitioning for this leave must clearly articulate the professional benefit of the proposed professional development to himself or herself, position, department, and the University, and must clearly define the purpose and activities anticipated during the leave (e.g. education, research, writing, etc.). All professional development must be for a specified duration. Failure to promptly return as scheduled from an authorized leave is grounds for employment termination.

*Process*

The educator petitioning for the professional development leave must obtain approval from the college dean who will then submit it to the Provost for approval, who will in turn submit it to the President and Director of Human Resources for final review and approvals.

This professional development leave option is to be viewed as a privilege, not a right; as such, not all proposals will be granted, nor is the denial grievable. Funds may be available for the purpose of providing educators with an opportunity for professional development. The HR Department will review requests; decisions will be made based on available funding and University operating needs.

**Protected Leaves – Additional Information**

- Military Caregiver  
<http://www.dol.gov/whd/fmla/MilitaryFLProvisions.htm>
- Oregon Military Family Leave Act (OMFLA)  
[http://www.oregon.gov/boli/TA/pages/ta\\_faq\\_ormilitaryleaveact.aspx](http://www.oregon.gov/boli/TA/pages/ta_faq_ormilitaryleaveact.aspx)
- The Uniformed Services Employment and Reemployment Rights Act (USERRA)  
<https://www.justice.gov/crt-military/userra-statute>
- Family Medical Leave Act (FMLA)  
The Family Medical Leave Act (FMLA) entitles eligible educators to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the educator had not taken leave. <http://www.dol.gov/whd/fmla/>
- Oregon Family Leave Act (OFLA)  
The Oregon Family Leave Act (OFLA) provides eligible educators with protected leave to care for themselves or family members in cases of death, illness, injury, childbirth and adoption. For more information, visit [here](#).

## **Evaluation Period**

### **Employment during the Evaluation Period**

The first six months of an Online Educator's active employment is a mutual evaluation period when the employee experiences the demands of the new work and the University becomes more familiar with the employee's strengths and development areas.

The evaluation period applies to employees new to the University, employees entering into a different employment category (administrative professional, etc.) and those who have been employed as an Online Educator with the University in the past but have had a break in service of six months or longer.

During the evaluation period, the employee confirms their desire to continue in the position or not, and the supervisor carefully evaluates the employee's capability to accomplish the work, using criteria such as the following:

- Ability to learn and perform job duties
- Quality of work
- Productivity
- Work habits
- Team and group work skills
- Attendance, punctuality, and reliability
- Other standards and expectations specific to the position

## **Corrective Due Process Discipline**

### *Overview*

The University uses a framework of fair and rationale-based corrective due process discipline to aid in the correction of problematic behavior, performance difficulties, and policy violations. In situations not serious enough to warrant immediate employment dismissal, after a warning notification is given to an Online Educator, reasonable opportunity is extended to allow the educator to demonstrate corrected behavior. The intent of the University in using due process discipline is not to punish; it is to inform and allow opportunity for correction.

This section does not apply to Online Educators in an Evaluation Period.

Corrective discipline may involve increasingly severe warning measures when an Online Educator fails to demonstrate corrected behavior. However, the University can determine that an educator's actions, depending on severity and nature, warrant employment dismissal even when less severe disciplinary actions have not transpired. Thus, there is no mandatory sequence of increasingly severe disciplinary measures.

For purposes of this procedure, misconduct and policy violations include but are not limited to: failure to comply with University policies, unit level policies and procedures; failure to fulfill expectations or directives set by the University or by a supervisor; theft, fraud, misuse of University property or funds; intentional failure to perform the essential functions of the job; and other conduct that call into question an Online Educator's ability to perform the duties of the job.

An Online Educator's actions outside of the workplace may result in employment disciplinary warnings and measures (up to and including employment termination) if those actions impact or call into serious question the educator's ability or judgment necessary to successfully perform their job or conform to University expectations of employment. All Online Educators shall avoid legal and ethical conflicts of interest to ensure that their outside work activities do not conflict with the proper discharge of their University responsibilities, the Oregon Government Ethics Law, and University policies. Please contact the HR Department for further questions or clarifications.

*Definitions*

Verbal Warning: A disciplinary warning notice that is verbally communicated to the Online Educator describing the basis of the discipline and the actions of the educator that are needed for resolution. When verbal warnings are documented in memo form, they are placed in the educator's personnel file and a copy is given to the educator. Failure to correct behaviors can result in additional disciplinary measures consistent with corrective due process.

Written Warning: A disciplinary warning notice communicated to an Online Educator in writing detailing the basis of the discipline, what steps are needed to resolve the concerns, and the expectations for the educator in the future. A written warning indicates that the actions of an educator are seriously unacceptable, that their employment is in jeopardy, and that corrective behaviors must be promptly and affirmatively demonstrated and sustained. As necessary, an educator may be required to engage in a concentrated performance improvement plan (PIP) intended to accelerate learning and meet performance expectations. Written warnings are documented in the educator's personnel file. Failure to correct behaviors can result in additional disciplinary measures consistent with corrective due process.

Suspension Warning: A disciplinary warning consisting of a full suspension of employment duties without pay. While on suspension, an Online Educator may likely have limited or no access to campus, systems or electronic communication. A suspension warning may have a duration from one work day to one calendar month and is intended to provide maximum alert that the educator's behaviors are severely wrong, that their employment is in severe jeopardy, and immediate and complete correction is necessary. Upon returning from a suspension, an educator may receive closer supervisory oversight, have work responsibilities temporarily modified, or a permanent job reassignment to a lower level position with a lower compensation rate can also occur. Suspension warnings are documented in the educator's personnel file. Failure to correct behaviors can result in employment dismissal.

Employment Dismissal (termination of employment): The separation of an Online Educator from University employment.

Performance Improvement Plan (PIP) Warning Notifications: When a PIP has been implemented and the corrective response by an Online Educator has been determined to be insufficient, documentation of the PIP plan and a summary of the insufficient results will be provided to the educator, and shall constitute the next corrective due process warning notice under this section.

*Administering Corrective Due Process*

The administration of corrective due process is intended to address and help correct policy violations and misconduct, or, when correction is not forthcoming, to conclude the situation by providing the means for an Online Educator to depart the University. Most performance related issues should and can be successfully addressed under Performance Management.

The type of discipline that is issued depends on the particular Online Educator behavior requiring correction. When the nature of the educator misconduct or policy violation does not warrant immediate termination, supervisors should consider the least severe disciplinary warning action that is necessary to appropriately notify and help correct deficiencies. The discipline should reflect both the seriousness of the educator's behavior and the previous efforts that have been made to find resolution. Particularly serious forms of misconduct or policy violation, for example prohibited discrimination, theft or fraud, violence, or harassment, may require more severe levels of discipline up to and including immediate employment termination, even if no previous disciplinary measure has been administered.

A failure by the educator to address the concerns, a reoccurrence of the underlying issue, or additional misconduct such as violations of performance expectations, or violations of University policy can result in more severe disciplinary warnings and measures, up to and including dismissal from employment.

*Prior to Issuing Discipline:*

A supervisor must consult with the University EEO Officer and obtain approval to implement any disciplinary action more severe than a verbal warning. The administration of discipline more severe than a written warning must be approved by the Provost or designee.

Note: non-disciplinary performance issues should be addressed using the Performance Management procedure. However, the Management Performance procedure and this Corrective Discipline procedure are not mutually exclusive; behavior that constitutes misconduct or policy violation may be addressed through both processes simultaneously. The fact that behavior is being addressed through both processes does not mean that one process is impacted or delayed by the other process. For example, an educator may be subjected to employment dismissal for serious misconduct even if the educator is actively in a performance improvement plan.

#### *Administrative Leave for investigatory reasons*

The University may place an Online Educator on administrative leave with pay and impose other conditions that do not involve the loss of base compensation while the University conducts an investigation or considers the administration of disciplinary measures.

#### *Opportunity to Respond*

An Online Educator is to be provided reasonable opportunity (48 – 72 hours is recommended) to respond to the concerns and allegations underlying an intended disciplinary action and its subsequent corrective measures before the discipline and measures are considered to be final. An Online Educator may submit written materials and/or request a meeting in order to present their side of the story involving suspension without pay or dismissal of employment disciplinary matters.

#### *Record Keeping*

Disciplinary warnings will be placed into an Online Educator's personnel file and will remain indefinitely. In accordance with University policy, information relating to discipline is considered a confidential personnel record.

#### *Appeals*

Unless more specific procedures or policies apply, the administration of disciplinary warnings and employment termination actions may generally be appealed through the Grievance Process.

### **Online Educator Employment Separation Procedures**

#### *Introduction*

Online Educators provide invaluable services throughout the University and are a valued part of the University community. The University strives for clarity concerning employment separation in order to help eliminate confusion surrounding the terms and conditions of employment, provide opportunities for meaningful feedback when there are performance problems, and establish rules as to how and in what circumstances an Online Educator can be separated from employment. This procedure works in tandem with the Performance Management procedures to establish this important management framework.

#### *Overview*

There are two ways in which an Online Educator's employment with the University may end: voluntary or involuntary.

#### **Voluntary Separation**

Voluntary separations include resignation, retirement, and completion of provisional employment.

#### *Resignation*



An Online Educator may choose to leave the University at any time. The educator should attempt to submit a written resignation giving a minimum of two weeks' advance notice (preferably four weeks) to their supervisor. The resignation letter is recommended to include an intent to resign statement, effective date, anticipated last date of work, reason for leaving, and forwarding contact information.

Alleged Constructive Discharge and Illegal Discrimination: All matters involving alleged constructive discharge or illegal discrimination against an Online Educator are required to be addressed using the Grievance Procedure prior to resignation.

Job Abandonment Resignation: An Online Educator is deemed to have voluntarily resigned from their position for reason of job abandonment if they are absent for five (5) consecutive work days without authorized leave, except when an emergency precludes giving notice. Work days are considered consecutive even when interrupted by normal non-working days such as holidays or weekends. This provision also applies to educators who fail to return from authorized leave, in which case the five-day unexcused absence window starts on the work day immediately following the expiration of the authorized leave.

When an educator has been absent without authorized leave for five (5) consecutive work days, the University may attempt to notify the educator that they are deemed to have resigned by mailing written notice to the home address on record. The educator may be allowed five (5) consecutive work days from the date of postmark to present extenuating circumstances. Upon review, the Director of HR or designee, in consultation with the Provost, may retroactively extend leave with or without pay to cover the time missed.

#### *Retirement*

Another form of voluntary separation is retirement. Online Educator typically choose to retire after meeting the eligibility requirements and reaching satisfactory benefit levels. Educators are asked to give their supervisors as much notice as possible of the educator's expected retirement. The HR Department will notify retiring educators of their options with respect to health insurance and other benefits.

#### *Provisional Positions: Temporary, Interim, and Intermittent Employment*

Online Educators who are hired or assigned into a Provisional position will generally be separated from the University when their appointment period is scheduled to end. Such employment separations are considered voluntary.

However, and notwithstanding any language to the contrary in this Handbook, Online Educators hired into a Provisional position can be separated from the University at-will at any time with at least thirty calendar days of advance notice.

### **Involuntary Separation**

Involuntary separations include employment dismissal for cause, employment dismissal not for cause, Evaluation period employment dismissal, and employment dismissal for lack of available work (layoff).

#### *Employment Termination for Cause*

The University may discharge an educator for cause including, but not limited to, unsatisfactory performance, misconduct, policy violation, or other reason as solely determined by the University to constitute proper cause. The process by which dismissals for cause are administered is outlined in the sections of this Handbook entitled "Corrective Discipline" procedure and "Performance Management".

Online Educators separated involuntarily for cause may apply for employment to future vacant positions open to external applicants.

#### *Employment Termination Occurring during the Evaluation Period*

During the evaluation period, an educator is at-will and the Corrective Discipline procedure is not applied. The Online Educator may be dismissed with or without cause, at the University's sole discretion, with a minimum of two calendar weeks of advance written notice.

Dismissal from evaluation period status may be instigated at any time during the evaluation period. This means that a two week advance notice that extends beyond the evaluation period end date does not result in the educator converting to post-evaluation period, regular status employment.

With the HR Department's approval, a supervisor may extend the evaluation period of an Online Educator for up to an additional six months. Written notice to the educator about the evaluation period extension will be provided.

#### *Employment Termination for Lack of Available Work (Layoff)*

There may be times when it is necessary for the University, or any unit within the University, to restructure its programs and services in response to changing operational and budgetary circumstances. Online Educators may be dismissed from employment for reason of lack of available work in the following circumstances:

- There is a lack of funding for the position due to budgetary restraints, loss of external funding, or changing financial priorities.
- There is no available work for the educator.

Employment dismissal for reason of lack of available work requires 60 calendar days of advance written notice.

#### **Advance Notice of Employment Separation**

##### *Advance Notice of Employment Termination for Lack of Available Work (Layoff)*

For an educator in a status of a provisional term, temporary, or intermittent appointment, their employment separation will generally coincide with the end of their appointment period as detailed in their offer letter or agreement. However, employment separation for reason of lack of available work can occur sooner with at least two calendar weeks of advanced notice.

For all other Online Educators, an employment separation notice for reason of lack of available work must be at least 60 days prior to the effective date of employment separation.

##### *Work Assignments During Notice Periods*

During any of the advance notice periods, an Online Educator may be required to complete alternative assignments, work in alternative locations, and/or work for alternative units or departments, and may have limited access to campus or University systems, facilities, or functions.

##### *Performance Management and Advance Notice*

The advance notice of separation provisions are intended to provide protections to Online Educators for unforeseen circumstances that may result in a layoff. Advance notice provisions are not intended to be used by supervisors as a performance management tool. The University requires supervisors to follow the Performance Management procedures to address educator performance issues and the Corrective Discipline procedures to address issues of misconduct or policy violations.

#### **Other Employment Separation Information**

##### *Return of University Assets*

Educators who separate from University employment, whether voluntarily or involuntarily, must return all University owned property on or before their last day of employment, unless directed to return the items earlier. For purposes of this provision, University owned property could include but is not limited to: computers and other IT equipment; office furnishings and supplies; information in "hard copy" and electronic file formats; documents, notebooks, University email privileges; and University ID.

##### *Rehire Ineligibility Designation*

In some cases involving an employment separation for cause, resignation in lieu of employment dismissal or resignation due to job abandonment, an Online Educator may be noted as ineligible for rehire at the University. An educator learning of an “ineligible for rehire” designation may submit a request to have the designation reconsidered by mailing a detailed written letter to the Director of HR that sets forth the basis for the reconsideration.

The Director of HR or designee will review the request along with relevant information regarding the circumstances of the employment separation and determine whether the ineligible for rehire designation be retained, or be modified to being restricted from rehire into only certain positions or being fully eligible for rehire at the University. The Director of HR or designee will send written notification to the educator’s address of record, notifying the educator of the final determination of rehire eligibility designation within 60 calendar days of receiving the reconsideration request.

#### *Exit Surveys*

As part of the separation process, Online Educators have the option to complete an Exit Survey provided by the HR Department. The HR Department uses information provided through exit surveys typically in the aggregate to determine employment trends and identify improvement areas.

Information provided through this survey is treated with the greatest degree of confidentiality possible. However, that confidentiality can only be observed insofar as it does not interfere with the University’s obligations to investigate allegations of misconduct or policy violation that require it to take corrective action, or to fulfill duties imposed by law.

This survey does not replace or prohibit other department specific surveys or exit interviews.

## **Grievance Procedures**

### *Overview*

The Grievance Procedure establishes the process for the fair, orderly, and timely resolution of grievances raised by Online Educators. Nothing in this procedure shall be interpreted as precluding the University from investigating violations of its policy or the law.

Online Educators shall not be discriminated or retaliated against for exercising their rights under the grievance process.

To ensure that grievances can be properly responded to and that they include all the necessary information, Online Educators are required to use the Grievance Form (see appendix) at all steps of the grievance procedure. If a grievance involves allegations of discrimination or discriminatory harassment, in addition to submitting a grievance, Online Educators must contact the University’s Equal Employment Opportunity Title VII Officer.

Online Educators may always seek assistance with informal resolution, discussing options, and/or writing a formal grievance by contacting the HR Department.

### **Grievable Issues: Optional and Required**

An Online Educator has the option to file a grievance related to: (1) an adverse employment action, including but not limited to discipline and involuntary separation; (2) a University action or inaction that is negatively impacting the educator’s work performance; or (3) any allegation that they have been or are being adversely affected by an improper application or interpretation of a rule, regulation, policy, or procedure that is not specifically excluded below.

All matters involving alleged constructive discharge or illegal discrimination against an Online Educator are required to be addressed using the Grievance Procedure prior to resignation. For more detail, see the section below entitled “*Complaints Involving Prohibited Discrimination Policies.*”

It is important to understand that in order to file a grievance, actions or inactions of the University or a University educator must have adversely impacted the grieving Online Educator. Educators may not file a grievance on behalf of others.

If an educator knows of a violation of University policy or a law but is not being harmed by the violation, the educator should contact the HR Department or report the violation to the EEO Officer or the Title IX Coordinator, as appropriate.

#### *Exceptions*

Complaints against students that do not impact employment matters should be filed with the Office of Student Affairs.

In instances where a grievance alleges violations of University policies or procedures which have their own complaint and/or grievance procedures, the more specific procedures control. For instance, if the alleged violation relates to prohibited employment discrimination, Online Educators must report the violation as explained in the “*Complaints Involving Prohibited Discrimination Policies*” section below. Complaints relating to prohibited discrimination filed with the HR Department or another unit will be referred to the EEO Officer and responded to accordingly.

#### *Informal Resolution*

Regular and effective communication between people reduces the likelihood of misunderstanding and conflict. The University expects supervisors and Online Educators to communicate openly and regularly.

Informal resolution to problems encourages educators and supervisor to meet and talk through issues, come to a common understanding of the problem, and work together for a resolution and path to move forward. The University encourages Online Educators and supervisors to use the informal resolution process as the first step in any issue (excluding when the underlying allegations are related to sex discrimination or sexual harassment involving violence, intimidation, creating a hostile atmosphere, or other prohibited actions).

A documented plan of the resolution is ideally shared between the supervisor and the respective Online Educator. The plan should outline the actions and steps taken by both parties. This can be done through an email as a follow up to the informal resolution meeting. If educators are uncertain on steps that can be taken or how they should proceed, educators are encouraged to reach out to the HR Department for guidance.

If the informal resolution does not address the concerns or if the problem continues, educators may engage the formal grievance process and/or contact the HR Department.

Before initiating the formal grievance process, the Online Educator is encouraged to make at least one attempt to resolve the issue informally, if possible. Assistance for this informal resolution is available from the HR Department. (In accordance with government guidelines, it is important to note that informal processes are inappropriate if the underlying allegations are related to sex discrimination or sexual harassment involving violence, intimidation, creating a hostile atmosphere, or other prohibited actions.)

#### *Formal Resolution – Filing a Grievance*

Formal grievances may be filed on any of the grievable issues noted above. All grievances must be in writing and must include at least:

- The basis for the grievance, including: the policy, procedure, rule, or law provision that the grievant believes to have been violated, the circumstances that are negatively impacting the grievant, and the personnel action being grieved.
- A statement describing the essential details of the action or inaction that is negatively impacting the educator’s work performance. This includes the nature of the grievance, the approximate date of the events giving rise to the grievance, the names of identifiable persons involved, and any other information the educator believes should be considered.
- Whether a meeting with the decision-maker is requested.
- A recommendation for resolution.

If the grievance states that the basis for the grievance is that another educator acted contrary to University policy or procedure, or the law, as part of the grievance investigation that educator will be provided with a copy of the grievance, subject to any applicable policies relating to records.

An individual Online Educator cannot file multiple grievances relating to the same incident or underlying facts unless underlying facts become known after the grievance is filed. All relevant facts should be included in the original grievance.

The parties are permitted to mutually agree to terminate a grievance after it has been initiated.

### *Confidentiality*

To the extent possible, the University will protect the confidentiality of a grievant, witnesses and accused parties and, if information is disclosed, will disclose it on a need-to-know basis. However, it is important to understand that: (1) in order to investigate the grievance and to provide the other party (if any) with notice of the underlying allegations and an opportunity to respond, the University may need to reveal the identity of the grievant and relevant witnesses; and (2) educators have rights under federal and state law to review and inspect records relating to an investigation. Thus, for purposes of complying with University personnel records policies and to the extent allowed by law, the University will treat all materials submitted during an investigation as submitted as confidential unless otherwise noted and/or as personnel file information the disclosure of which would likely be unreasonable.

### *Time Limits*

Regardless of at which step the grievance is initiated, an Online Educator must file a grievance no later than forty-five (45) calendar days from when the educator knew or reasonably should have known about the incident or problem giving rise to the grievance. If an educator is actively engaged in finding an informal resolution to the grievable matter, the educator may petition the Director of Human Resources or designee for an extension of the 45-day filing deadline to allow the attempt at informal resolution to run its course.

If an educator fails to observe the time limits established for any step, the grievance will be considered satisfactorily resolved. If the University fails to observe the time limits established for any step, the grievance is considered declined at that level and the educator may submit the grievance to the next step within the designated time limits of that next step.

If extraordinary circumstances require the extension of a grievance filing deadline, the educator may request an exception to this procedure described below. After a grievance has been timely filed, any timelines associated with an educator's advancement of their grievance to subsequent steps may be extended if the educator and the administrative representative responsible for a given step agree to the extension. However, for good cause, including but not limited to the need for additional investigation of the underlying claims of the grievance, the administrative representative may make a one-time extension of up to 90 calendar days to the deadline for the University's response to any grievance step by providing the educator with notice of the extension.

### **Grievance Steps**

The grievance steps are *not* formally judicial in nature. At each step of the grievance process, an Online Educator has the option to bring one support person with them to the grievance meeting. The support person's role is limited to asking clarifying questions and helping the educator understand the process. The support person may not interfere with the process or unduly delay it.

Because a Step One grievance is normally filed with the educator's supervisor, grievances involving the educator's supervisor may be filed directly at Step Two. Grievances regarding a suspension or termination disciplinary measure may be filed directly at Step Three.

Grievances filed directly at Step Two or Step Three must be filed in accordance with the grievance timelines stated above.

Each decision-maker shall determine whether misconduct or policy violation, or legal violation occurred by using a "more likely than not" standard.

If discipline or a performance improvement plan is being grieved, each decision-maker will determine whether the University followed the appropriate process and, if applicable, whether the discipline issued is commensurate with the underlying behavior.

Prior to initiating court action against the University based on the University's failure to comply with its own policies, procedures or rules, an Online Educator must exhaust this grievance process. This rule does not apply to claims relating to prohibited discrimination.

Step One (Immediate Supervisor)

- An Online Educator will present a grievance to their supervisor in writing and within the respective time limits as described above. Within three business days, the supervisor will acknowledge receipt of the grievance and establish applicable timelines for meetings and grievance responses at this step. The date of this acknowledgement has no bearing on the time response requirements of grievances and grievance responses.
- If the educator grievant or supervisor believes that the supervisor has a conflict of interest in hearing a Step One grievance, either party may consult with the Director of HR to determine if the grievance can be filed at Step Two. The decision of the Director of HR is final.
- The supervisor and/or the educator grievant may submit a written request to the other party to meet to discuss the grievance. The educator must indicate in the Step One filing whether a meeting to discuss the nature and circumstances of the grievance with the supervisor is being requested. The supervisor indicates the request to meet on the Step One Grievance Response form. The supervisor is to schedule the meeting within two calendar weeks from the date the written request is received from the educator or sent by the supervisor.
- The supervisor will send a decision in writing to the educator within two weeks of the meeting. If a meeting is not requested, the supervisor must send a decision in writing to the educator within four weeks of receipt of the written grievance.
- Any disposition or resolution of a grievance at Step One will not constitute a past or new practice or any precedent for the disposition of other grievances.

Step Two (Provost or the Provost's designee)

- If the Online Educator is not satisfied with the decision at Step One, did not receive a timely response, or if the educator is allowed to proceed directly to Step Two, the educator must present the Step Two written grievance to their Provost or designee within two calendar weeks of the issuance date of the supervisor's response at Step One or within 45 calendar days of the causal event if the grievance is being filed at Step Two directly. Within three business days, the Provost or designee will acknowledge receipt of the grievance and establish applicable timelines for meetings and grievance responses at this step. The date of this acknowledgement has no bearing on the time response requirements of grievances and grievance responses.
- The Provost (or designee) and/or the educator grievant may submit a written request to the other party to meet to discuss the grievance. The educator must indicate in the Step Two filing whether a meeting to discuss the nature and circumstances of the grievance with the Provost or designee is being requested. The Provost or designee indicates the request to meet on the Step Two Grievance Response form. The Provost or designee is to schedule the meeting within two calendar weeks from the date the written request is received from the educator or sent by the Provost or designee.
- The Provost or designee will send a decision in writing to the educator within two calendar weeks of the meeting. If a meeting is not requested, the Provost or designee will send a decision in writing to the educator within four calendar weeks of receipt of the written grievance.

Step Three (President)

- If the Online Educator is not satisfied with the decision at Step Two or if the educator is allowed to go directly to Step Three, the educator may present the written grievance to the President or President's designee within two weeks of the issuance of the decision at Step Two or within 45 calendar days of the causal event if the grievance is being filed at Step Three directly. Within three business days, the President or designee will acknowledge receipt of the grievance and establish applicable timelines for

meetings and grievance responses at this step. When the grievance is acknowledged has no bearing on the time response requirements of grievances and grievance responses.

- The President or designee and/or the educator grievant may submit a written request to the other party to meet to discuss the grievance. The educator must indicate in the Step Three filing whether a meeting to discuss the nature and circumstances of the grievance with the President or designee is being requested. The President or designee indicates the request to meet on the Step Three Grievance Response form. The President or designee is to schedule the meeting within two calendar weeks from the date the written request is received from the educator or sent by the President or designee.
- The President/designee will send a decision in writing to the educator within two weeks of the meeting. If a meeting is not requested, the President/designee will send a decision in writing to the educator within four weeks of receipt of the written grievance.
- The President/designee's decision is binding.
- If the President does not send a written decision to the Step Three grievance within the required time periods described above, the grievance is considered denied.

This concludes the formal grievance process and there are no further internal reviews or procedures.

#### *Retaliation*

Online Educator who comply with the prescribed grievance process outlined above are protected from retaliation, meaning that the University cannot take an adverse action against an educator solely because the educator engaged in the grievance process. Further, Online Educators may not retaliate against anyone who participates, or is believed to have participated, in any stage of the grievance process. Adverse action has the meaning described in the prohibited discrimination policy referenced below.

#### *Exceptions to the Grievance Procedure*

To promote a fair and objective process, Online Educators may file a request to the Director of Human Resources or the EEO Officer(s) requesting an exception to these procedures. Exception requests should describe the specific exception being requested and the reason why the exception is needed (e.g. an approved leave of absence prevents meeting grievance timelines). The Director of Human Resources will respond to the request within two weeks and his/her decision is final.

Online Educators requesting a reasonable accommodation to this procedure under the Americans with Disabilities Act, as amended, should contact the University EEO Officer.

#### *Complaints Involving Constructive Discharge or Prohibited Discrimination*

All complaints alleging constructive discharge, prohibited discrimination, or prohibited retaliation related to participation in a process associated with an investigation into a prohibited activity must be promptly filed with the University EEO Officer. Complaints should be filed within 365 calendar days from when the Online Educator knew or should have known about the incident or problem giving rise to the complaint. The EEO Officer shall provide to the complainant, within two weeks of the receipt of the complaint: (1) a description of the process for handling the complaint; or (2) a statement that the complaint does not state facts that violate University discrimination complaint and response policy and describing the educator's options. Under either scenario, the EEO Officer will also provide information regarding interim measures, support services and the University's policy prohibiting retaliation. Prohibited discrimination complaint processes shall be prompt, thorough, conducted by an impartial fact finder and consistent with the prohibited discrimination complaint procedures.

#### *Complaints*

Complaints under this Procedure should be directed to the Director of Human Resources.

## Employment Records and Administrative Information

### Official Personnel Records

Personnel records for Online Educators are maintained by the HR Department. Personnel files include position application materials, employment authorizations, a position description or outline, performance evaluations, copies of any official employment actions or letters, and leave request forms. Most of these official educator personnel files are designated confidential under University Policy 5.40.05. Online Educators may inspect their own official personnel file upon request with reasonable notice to the HR Department.

Online Educators' supervisors may keep records and/or anecdotal notes on subordinate educators that are maintained under conditions that ensure the integrity and safekeeping of those files.

### Reporting Change of Name, Address, or Status

Online Educators are required to notify the HR Department or respective college anytime they have a change in their personal information such as a name change, a change in their home address or phone number, or a change in any other formal status that would have an impact benefit eligibility or tax status.

A change in home address or phone number can be completed online via Mountie Hub. Once logged onto the system with their individual username and password, address(es) and phone(s) may be updated under the [Personal Information](#) link.

In the event of change in name, Online Educators should notify the HR Department.

### Travel Regulations

To locate updated regulations, please refer to: <https://www.eou.edu/busserv/travel/>

#### *Travel involving Students*

Any Online Educator serving as Designated Responsible Party for any students (individuals or groups) on University sponsored travel away from campus must complete and submit a Student Travel Packet. Forms are available from: [eou.edu/student-affairs/student-travel/](http://eou.edu/student-affairs/student-travel/).

## Health and Safety

### Safety

Online Educators are required to keep their remote work spaces clean and safe from injury and illness hazards such as:

- Musculoskeletal/repetitive motion hazards (poor ergonomic computer/chair heights, etc.)
- Tripping hazards (cords, wrinkled carpet and rugs, debris, trash, supplies, clutter, etc.)
- Electrical hazards (“daisy-chained” power strips, long-term use of extension cords, etc.)
- Illness hazards (mold and mildew, spoiled food, lack of cleanliness, etc.)

### Job Related Injuries or Illnesses

All University educators are covered by workers' compensation insurance should they become injured or contract a work-related illness in the course of their employment at the University.

It is required that all health and safety related incidents of any magnitude or kind be promptly reported to a supervisor and investigated by a University security officer (541-962-3911) or Safety Committee member. If the incident resulted in an educator having to receive medical care or be unavailable for work, then the educator is required to complete a workers' compensation medical claim form. Forms can be obtained from the HR Department website.

For more information, please visit: <https://www.eou.edu/safety/>.

All job-related injuries and/or illnesses resulting in treatment by a physician require written authorization to return to work from the treating physician. It is the responsibility of the educator to keep their supervisor advised at all times regarding their medical condition and return-to-work status. When an educator is released



for regular or modified work, they must present the written authorization to return to work to their supervisor and promptly report to work as directed. Only a qualified physician may authorize time loss (disability leave of absence). It is the educator's responsibility to conscientiously comply with all instructions of their treating physician.

Contact the HR Department with any questions or concerns regarding on-the-job injuries or any release to return to modified work with specific restrictions.

**Other University Policies, Rules, and Information**

*Additional policies guide and inform employment at the University, particularly Volumes 5 and 6 of the Policy Compendium, on its webpage [here](#).*

**Appendix A**

**GRIEVANCE FORMS**

**Educator Step One Grievance Form**

Name of Educator Submitting Grievance:
Home Address:
Best Contact Phone:
Campus Address:
Campus Phone Number:
Campus Email:

**Grievance Procedure Step One (Direct Supervisor)**

*Instructions:*

1. Complete the Step One grievance and remedy statements as clearly and completely as possible.
2. Make two copies: Retain one for your records and send one to the Director of HR.
3. Present the original completed Step One Grievance Form to your direct supervisor. (If you feel uncomfortable submitting this Grievance Form to your direct supervisor, or if you or your direct supervisor believe that your supervisor has a conflict of interest in hearing your Step One grievance, then you must consult with the Director of HR to determine if going directly to Step Two is appropriate. The decision of the Director of HR is final.)

**Clearly describe your grievance.** Reference University policy, rule, or procedure that you understand to have been violated and that is the basis for your grievance. Include the circumstances that are negatively impacting you, or the personnel action being grieved. Include pertinent information such as the date(s) of the events giving rise to the grievance, the name(s) of persons involved, and other information you believe should be considered. Use additional pages if you want.

**Step One Grievance statement:**

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**Clearly describe how you are requesting the situation be remedied here. Remedy statement:**

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Did you make at least one attempt to resolve the issue informally?  Yes  No

Are you requesting a meeting with your supervisor within two weeks?  Yes  No

Date and name of person to whom the Step One Grievance Form was submitted:

Name \_\_\_\_\_ Date \_\_\_\_\_

**Your signature:**

**Step One Supervisor Grievance Response**

**Date that Step One Grievance Form was received:** \_\_\_\_\_

When requested, a meeting must be held within two weeks of when Grievance Form was received. Your written response must be returned within two weeks of the date a meeting was held, or if no meeting was requested, within four weeks of the date that Step One Grievance Form was received.

**Supervisor Name:** \_\_\_\_\_

**Are you requesting a meeting with the educator within two weeks?**  Yes  No

**Response:**

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**Supervisor *signature*:**

**Date:**

**Date that Step One Grievance response was issued to educator:** \_\_\_\_\_

Appendix A

**Educator Step Two Grievance Form**

Name of Educator Submitting Grievance:
Date that Step One Grievance Form was submitted:
Date that Step One Supervisor Response was issued:

**Having not received a satisfactory resolution or having not been responded to in a timely manner at Step One, I am escalating the grievance to Step Two of the Grievance Procedure for review by the appropriate Provost or designee.**

*Instructions:*

1. Within two weeks of the issuance date of the supervisor’s response at Step One, or within 45 calendar days of the causal event if the grievance was filed at Step Two directly, present the completed Step Two Grievance Form to the Provost in the chain of command of your department.
2. Complete the Step Two grievance and remedy statements as clearly and completely as possible.
3. Make two copies: retain one for your records and send the other to the Director of HR.

**Clearly describe your Step Two grievance here. Step Two Grievance statement:**

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**Clearly describe how you are requesting the situation be remedied here. Remedy statement:**

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**Are you requesting a meeting with your Provost within two weeks?**  Yes  No

**Date and name of person to whom Step Two Grievance Form was submitted to:**

Name \_\_\_\_\_ Date \_\_\_\_\_

**Your signature:**

**Step Two Provost or Designee Grievance Response**

**Date that Step Two Grievance Form was received:** \_\_\_\_\_

When requested, a meeting must be held within two weeks of when Step Two Grievance Form was received. Written response must be given within two weeks of the date a meeting was held, or if no meeting was requested, within four weeks of the date that Step Two Grievance Form was received.

**Provost (or designee) Name:** \_\_\_\_\_

**Are you requesting a meeting with the educator within two weeks?**    Yes    No

**Response:**

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**Provost (or designee) signature:**

**Date that Step Two Grievance response was issued to educator:** \_\_\_\_\_

Appendix A

**Educator Step Three Grievance Form**

Name of Educator Submitting Grievance:
Date that Step Two Grievance Form was submitted:
Date that Step Two Provost (or designee) Response was issued:

**Having not received a satisfactory resolution or having not been responded to in a timely manner at Step Two, I am escalating the grievance to Step Three of the Grievance Procedure for review by the President or designee.**

*Instructions:*

1. Within two weeks of the issuance date of the Provost’s response at Step Two, or within 45 calendar days of the causal event if the grievance was filed at Step Three directly, present the Step Three Grievance Form to the University President.
2. Complete the Step Three grievance and remedy statements as clearly and completely as possible.
3. Make two copies: retain one for your records and send the other to the Director of HR.

**Clearly describe your Step Three grievance here. Step Three Grievance statement:**

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**Clearly describe how you are requesting the situation be remedied here. Remedy statement:**

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Are you requesting a meeting with the President within two weeks?  Yes  No

**Date and name of person to whom Step Three Grievance Form was submitted to:**

Name \_\_\_\_\_ Date \_\_\_\_\_

**Your signature:**

