



Lock Haven University Foundation

Employment Handbook

Article 1: Recognition

The mission of the Lock Haven University Foundation is:

To generate and manage resources for the benefit of Lock Haven University and its students.

Some accomplishments of the Foundation:

1. The Foundation's fundraising has topped the 1 million mark for 16 consecutive years as of June 30, 2013.
2. The Foundation's assets exceed \$85 million as of June 30, 2013.
3. Approximately 72% of the endowment is for scholarships.
4. The Foundation successfully completed construction of Fairview Suites Student Housing in 2012.

Article 2: Hours of Work

Section 1: The regular work week shall consist of 5 days in a pre-established work schedule. The normal work week shall begin on Monday and end on Friday. Core working hours will be from 9:00 a.m.-3:00 p.m.; each employee may choose to work 7:00 a.m.-3:00 p.m., 8:00 a.m.-4:00 p.m., or 9:00 a.m.-5:00 p.m. Also, employees may take advantage of the summer hour program; working one extra hour per day Monday-Thursday and leave after lunch on Fridays. Once an employee chooses a work schedule, they must not deviate from that schedule.

Section 2: The work schedule may be adjusted to coincide with the University calendar and/or the needs of the Foundation.

Section 3: Employees deemed as salaried workers shall not receive overtime pay.

Section 4: All employees of the Foundation are employed at-will for an indefinite period of time. Employment may be terminated by the employee or the Foundation with or without cause. Employees who fail to provide at least two weeks notice will forfeit unused vacation and sick days (refer to Articles 8 and 9 regarding compensation for unused annual and sick leave upon separation). Completion of a probationary period shall not change any employee's status as an employee-at-will or in any way restrict the Foundation's right to terminate such employees.

Tardiness

All employees are expected to begin and end work on schedule. Arriving late and/or leaving early in connection with scheduled work times, breaks, or meal periods is impermissible. Repeated incidents of tardiness or leaving work early may result in disciplinary action, including termination.

Article 3: Rest Periods and Meals

All employees shall be granted a meal period which shall fall within the third to fifth hours of their work shift. Exceptions may be made based on emergencies. This meal period will be one hour.

Article 4: Dress Policy

It is the Foundation's intent that work attire should complement an environment that reflects an efficient, orderly, and professionally operated organization. This means that appropriate business attire should be worn during normal business operations. Work attire may be adjusted by, or with the consent of, the supervisor. Unkempt or inappropriate attire will not be tolerated and may result in disciplinary action.

Examples of Appropriate Attire:

Women: Dresses, skirts, skorts, dress slacks, blouses, dress shoes, sweaters, nylons or stockings

Men: Blazers, suits, sport coats, dress slacks, ties, dress shirts, dress shoes, sweaters, polos

Inappropriate attire: T-shirts, jeans with holes, sneakers, midriff-length tops, etc.

Article 5: Holidays

Section 1: The following days shall be recognized as holidays:

1. New Year's Day
2. Martin Luther King Jr's Birthday
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

The following days will be observed on the generally accepted day:

1. New Year's Day
2. Martin Luther King Jr Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

The remaining three holidays shall be considered minor holidays and scheduled by the Foundation during the time on the academic schedule when the institution is not at full operation.

Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a normal Monday through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

An employee shall earn a minor holiday provided the employee was in an active status on the day before and the day after the actual minor holiday is celebrated as provided for in Section 1. An employee, who earns a minor holiday and subsequently terminates employment prior to taking the rescheduled day off with pay, shall be compensated for such holiday. In the event the earning of a holiday is anticipated and an employee terminates employment prior to

actually earning the anticipated holiday, such employee shall reimburse the employer for the holiday taken but not earned.

A permanent full-time employee on a Monday through Friday work week shall be paid for any holiday listed on Paragraph 1 of this article, provided the employee was in an active pay status on the last half of the employee's scheduled work day immediately prior and the first half of the employee's scheduled work day immediately subsequent thereto.

If a holiday is observed while a permanent full-time employee is on sick, annual or other paid leave status, the employee will receive holiday pay and the day will not be charged against sick, annual, or other paid leave credits.

Permanent part-time employees shall receive holidays on a pro rate basis. Permanent part-time employees separated from the service of the employee for any reason prior to taking paid time off earned by working a holiday listed in Paragraph 1, shall be compensated in lump sum for any unused paid time off the employee has accumulated up to the time of separation.

Article 6: Leave of Absence - Without Pay

Section 1: Full time employees may be granted leave without pay at the sole discretion of the Executive Director of Foundation Board of Directors.

Section 2: Request for leave of absence, without pay, must be made to the employer in writing, and may not begin until written approval is granted.

Article 7: Civil Leave

Employees who have not volunteered for jury duty and are called for jury duty, or who are not a party in civil or criminal court proceedings, but are subpoenaed as a witness to attend such court proceedings, shall be granted leave with pay while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the employee's immediate supervisor as far in advance as possible.

Article 8: Annual Leave Policy

Employees shall begin to accrue leave credits as of their date of hire. Leave shall be accrued according to the following schedule.

Annual Leave Entitlement

<u>Length of service</u>	<u>Maximum entitlement per year</u>
Up to 1 year	120.00 Hrs (16 days)
1 – 7 years	157.50 Hrs (21 days)
8 – 15 years	172.50 Hrs (23 days)
16 – 25 years	195.00 Hrs (26 days)
Over 25 years	225.00 Hrs (30 days)

Annual Leave is included as regular hours worked. Annual Leave pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately following the employee's vacation period.

Annual Leave shall be scheduled and granted for periods of time requested by the employee subject to management's responsibility to maintain efficient operations. Annual Leave will be scheduled on a first come basis. If the nature of work makes it necessary to limit the number of employees on Annual Leave at the same time, the employee with the greatest seniority, as it relates to the total years of continuous service with employer, shall be given his/her choice of Annual Leave periods in the event of any conflict in selection.

It is expected that Annual Leave will not be requested on or before large University and/or Foundation events, including but not limited to, the annual external audit, Alumni Weekend, Homecoming Weekend, Crimson & White Weekend and other events specific to the employee's job duties.

If a holiday occurs during the work week in which Annual Leave is taken by an employee, the holiday shall not be charged to Annual Leave.

An employee who becomes ill during his/her Annual Leave will not be charged Annual Leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the employer upon his/her return to work.

If an employee is required to work during his/her scheduled Annual Leave, and is unable to reschedule his/her Annual Leave during the calendar year due to the demands of his/her work, the calendar year shall be extended for 90 days for rescheduling purposes.

An employee separated from the service of the employer for any reason prior to taking his/her Annual Leave shall be compensated in a lump sum for the unused Annual Leave he/she has accumulated up to the time of separation.

Up to a maximum of 30 days of unused Annual Leave may be accumulated and carried forward from one year to the next year. Employees carrying more than 30 days at the time of adoption of this policy will be grandfathered and may continue to carry that number of days.

All Annual/sick leave time accrued information will be available to employees at any time during the normal working hours. A printed statement of an employee's accrued time will be given upon request.

Article 9: Sick Leave and Bereavement Policy

Maximum sick leave entitlement is 97.5 hours (13 days) per year, accumulated at the rate of 5% of regular hours paid. Sick leave may be accumulated to an unlimited number of days.

Acceptable usage of sick leave:

- A. Illness of Employee.
- B. Employees may use up to five days sick leave for the death or serious illness of a spouse, parent, brother or sister, grandparent, mother- or father-in-law, stepparent, child or step-child, son- or daughter-in-law, grandchild, niece or nephew. Five days sick leave may be taken for the death or serious illness of any other relative residing in the employee's household. Five (5) days per occurrence with a 5day extension granted by the manager.
- C. Contact with or exposure to a contagious disease.
- D. Medical or dental appointments which cannot be scheduled during non-working hours.

A doctor's certificate is required for absence from work due to sickness for three or more consecutive days. For absences of less than three days, a doctor's certificate may be required where, in the opinion of the employer, the employee has been abusing his/her sick leave privilege.

Neither Support Staff nor Management will be compensated for accumulated Sick Leave upon separation from the company.

Sick Leave Bank

1. Membership

- A. The Sick Leave Bank is a voluntary benefit program available to all employees of the Foundation who are eligible to receive sick leave. Employees wishing to donate accrued sick and/or annual leave to the Sick Leave Bank may do so by written agreement to transfer accrued leave in increments of one (1) hour or greater. Once transferred to the Sick Leave Bank, the employee surrenders all rights to that accrued sick and/or annual leave. Transfer may not be revoked for any reason.
- B. Enroll with a minimum of two (2) initiation days
 - 1. May be assessed up to one day per year to replenish bank. Assessment will be automatic with notification to member.
 - 2. Withdrawal of membership forfeits donated time.
 - 3. Withdrawal must be submitted in writing
- C. Donated leave received by the Foundation Sick Leave Bank remains the property of the Foundation after the termination of all or any donating and participating employees.

2. Qualifications for the use of Sick Leave Bank

- A. To qualify for Sick Leave Bank time, an employee must be suffering from a serious illness, disability or accident necessitating long-term (generally defined as 30 calendar days or more) absence.
- B. The petitioning employee must use all accumulated leave for which the individual is eligible before qualifying for Sick Leave Bank time.
- C. Employees petitioning for the use of Sick Leave Bank time must present in writing a request for a specific amount of sick leave, together with a doctor's certificate as to the nature of the employee's condition and the prognosis for the employee's recovery. Employees so petitioning can do so by submitting a written request through the manager of the employee. The manager shall forward the request with his/her recommendation to the Sick Leave Bank Review Committee.
- D. The Sick Leave Bank shall not be used for purposes of retiring, except in cases where the retirement is a disability retirement.
- E. In the event that the Sick Leave Bank is terminated, there will be equal and ratable distribution of the remaining leave balances among the participants.

3. Not Covered By Sick Leave Bank

- A. Workers' Compensation covered benefits.
- B. Self-inflicted acts.

- C. Pregnancy-related illness or disability- participants shall not use the sick leave bank during periods of pregnancy, except where complications resulting from the pregnancy arise and the participant's treating physician provides written opinion that the participant's complications render her unable to perform her regular duties.
4. Review of Sick Leave Bank Requests
- A. The Sick Leave Bank Review Committee shall be made up of the Executive Director, Deputy Executive Director, and one employee.
 - B. The Sick Leave Bank Review Committee shall examine all requests for the use of Sick Leave Bank hours and the Committee shall accept, reject, or modify the request. In all cases, the decision of the Committee will be final.
 - C. The Fiscal Technician shall be responsible for keeping all records for the Sick Leave Bank. The Sick Leave Bank Review Committee shall annually review the usage of the Sick Leave Bank and the procedures relating to the Sick Leave Bank
 - D. The Sick Leave Bank Review Committee will make decisions regarding individual requests within a maximum of ten (10) days following submission of that request to management.

Article 10: Parental Leave

Employees shall be eligible for parental leave as provided as follows:

Section 1: General

All permanent employees of the employer who become parents through childbirth or formal adoption may be granted parental leave without pay upon request.

Section 2: Granting Leave

An employee shall submit written notification to the immediate supervisor stating the anticipated duration of leave at least two weeks in advance if circumstances permit. Such leaves may be granted upon request for a period of time not to exceed six months. In no case shall an employee be required to leave prior to parental leave unless he/she can no longer satisfactorily perform the duties of his/her position.

Section 3: Re-Employment

An employee shall have the right to return to the same position in the same classification held before going on parental leave, or to an equivalent position with regard to pay and skill.

Section 4: Annual, and Sick Leave

An employee is entitled to use accrued sick leave for the period that he/she is unable to work as certified by a physician. An employee may use all accrued annual leave at any time before or after parental leave. Unused leave shall be carried over until return. An employee shall not earn annual, or sick leave while on parental leave without pay. Paid leave is not to be included when calculating the six (6) month entitlement. Article 11: Military Leave

Employees shall be eligible for military leave as provided as follows:

Section 11: Military Reserve

All permanent employees of the Foundation who are members of reserve components of the Armed Forces of the United States shall be entitled to military leave with compensation for all types of training duty ordered or authorized by the Armed Forces of the United States. Such training duty may either be active or inactive duty training and shall include but is not limited to:

- A. Annual active duty for training
- B. Attendance at service schools
- C. Basic training
- D. Short tours of active duty for special projects
- E. Attendance at military conferences and participation in any command post exercise or maneuver which is separate from annual active duty for training or inactive duty training.

For military training duty as provided for in Subsection A. of this Section, the maximum military leave with compensation is 15 working days per calendar year.

The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification

Section 2: Pennsylvania National Guard

In accordance with the Military Code as amended by Act 92 of 1975 and Act 174 of 1990, all permanent employees of the Foundation who are members of the Pennsylvania National Guard shall be entitled to military leave with compensation for all types of training duty (active and inactive) or other military duty ordered or authorized by the Armed Forces of the United States. Such duty shall include but is not limited to:

- A. Annual active duty for training
- B. Attendance at service schools
- C. Basic training
- D. Short tours of active duty for special projects
- E. Attendance at military conferences and participation in any command post exercise or maneuver which is separate from annual active duty for training or inactive duty training
- F. Other military duty.

For military training duty or other military duty as provided for in Subsection A. of this Section, the maximum military leave with compensation is 15 working days per calendar year.

Military leaves with compensation shall also be granted to members of the Pennsylvania National Guard on all working days during which, as members of the Pennsylvania National Guard, they shall be engaged in the active service of the Commonwealth as ordered by the Governor when an emergency in the Commonwealth occurs or is threatened, or when tumult, riot or disaster shall exist or is imminent.

The rate of compensation for a military leave day shall be the employee's regular rate of compensation for the employee's regular classification.

Section 3: General

Employees of the Foundation who leave their jobs for the performance of duty, voluntarily or involuntarily, in any branch of the Armed Forces of the United States, any of its Reserve components or any of its National Guard components, or the commissioned corps of the Public Health Service for the purpose of training or service shall be granted military leave without pay. The provisions of Section 3 through Section 6 are consistent with Chapter 43, Part III, of Title 38 United States Code and Military Code, 51 Pa. C.S. §7301 et seq.

Employees who are on military leave without pay shall have their duties performed either by remaining employees and their positions kept vacant or by temporary substitutes.

Section 4: Granting, Duration and Expiration

Military leave without pay must be granted for the following military services:

- A. For all active duty (including full-time National Guard duty)
- B. For initial active duty for training
- C. For other active or inactive military training duty. Employees who volunteer for additional duty not required as part of routine reserve training shall provide four weeks' notice to their immediate supervisor prior to the commencement of such duty.

Military leave without pay is available for five years plus any involuntary service during wartime or national emergency. The five years is cumulative throughout employment with the Foundation.

Military leave without pay shall expire:

- A. For periods of more than 180 days, no more than 90 days after the completion of the service.
- B. For periods of service of more than 30 days but less than 181 days, no more than 14 days after the completion of the service.
- C. For periods of service that were less than 31 days, the first full regularly scheduled work period following the period of service or up to eight hours after an opportunity to return from the place of service to the employee's home.
- D. For periods of hospitalization or convalescence from illness or injury incurred during the period of service, up to two years after the period of service or when recovered, whichever occurs sooner.
- E. For circumstances beyond an employee's control, the above periods may be extended upon demonstration of such circumstance.

Section 5: Re-employment

Employees have the right to return to employment at the time of or prior to the expiration of military leave upon notifying the agency head of the desire and availability to return to Foundation service, provided the following are met:

- A. The employee is capable of performing the essential functions of the position.
- B. For temporary employees, the temporary position has not yet expired.
- C. For periods of service delineated in Section 4. c. (1) and (4), written application for re-employment is provided to the agency heads.

Section 6: Seniority Rights

An employee who returns to employment at the time of or prior to the expiration of military leave shall be given such status in employment as would have been enjoyed if employment had been continuous from the time of entrance into the Armed Forces.

Section 7: Retirement Rights

Employees who are granted military leaves may, under conditions provided in the Military Code (51 Pa. C.S. 7306) and Chapter 43, Part III of Title 38 United States Code choose either to continue or discontinue making regular payments into their retirement accounts.

Section 8: Loss of Benefits

Employees who are separated from the service by a discharge under other than honorable conditions, bad conduct, or dishonorable discharge shall not be entitled to any of the benefits of Section 3 through Section 9 of the Article (relating to military leaves without pay) except such vested rights as they may have acquired thereto by virtue of payments made into their retirement accounts.

Section 9: Physical Examination

Employees shall be granted one day's leave with pay for the purpose of undergoing any physical examination that may be required in connection with entering the Armed Forces. An extension of such paid leave, not exceeding two additional days, may be approved by the agency if the employee certified in writing that more than one day is required to complete the examination.

Section 10: For the purpose of this Article, the calendar year shall be defined as beginning with the employee's first full pay period commencing on or after January 1 and continuing through the end of the employee's pay period that includes December 31.

Article 12: Life Insurance/Other Insurances

1. The employer will provide paid basic term life and accidental death/dismemberment insurance for all full-time employees. Coverage shall be \$50,000.00 per employee. Family members are not covered under the Life Insurance Policy. Additional coverages may be purchased by the employee (100% employee-funded).
2. The employer will provide paid Short-Term Disability (STD) insurance that is calculated at 60% of gross income with a maximum weekly benefit of \$400. Waiting period is 7 days for a disability due to sickness. There is no waiting period for disability due to injury. Maximum benefit period of 13 weeks.
3. The employer will provide paid Long-Term Disability (LTD) insurance that is calculated at 60% of gross income with a maximum monthly benefit of \$1,500. Waiting period is 90 days and the maximum payment period will last until the employee reaches the Social Security Normal Retirement Age.

Article 13: Hospital and Medical Insurance

The employer will provide PPO and PPO Custom plans with Blue Cross/Blue Shield. A dental and vision package will also be provided.

Article 14: Additional Benefits

Tuition Reimbursement

Tuition reimbursement for staff members and their dependents up to their first Bachelors degree (*2.11.2016 Finance Committee Meeting – approved at 6.3.2016 Board Meeting*).

Supplement Insurance

Available for employee purchase upon request and at additional expense to the employee (100% employee-funded).

Worker's Compensation

- A. Whenever an employee suffers an on-the-job injury or an illness that may be work related, he/she shall submit an application for Worker's Compensation benefits in accordance with procedures established by the State Worker's Insurance Fund. The

employee may be eligible for benefits under the provisions of the Worker's Compensation Act. In no case will work-related disability leave extend beyond three years from the date the injury occurred.

- B. An employee who qualifies for the benefits of paragraph 1 of this article shall be entitled to use sick or annual leave during the period of eligibility. Sick leave accumulation may be taken at the expiration of the eligibility period under paragraph 1, to the extent of such accumulation, if the disability continues. Sick leave or annual leave shall not accrue during the period of work-related disability leave under paragraph 1 of this article.
- C. Employer paid coverage for hospital, medical, dental, vision and life insurance under the employee program will continue for the period of time that the employee is on workrelated disability leave under paragraph 1 of this article.

An employee has the right to return to a position in the same equivalent classification held before being disabled, for the period of up to three years from the date the injury occurred, provided he/she is fully capable of performing the duties of that position. This guarantee expires if the disability ceases prior to the expiration of the three-year period or the employee terminates employment. During the period of time between the end of the work-related disability leave set forth in paragraph 1 above and the end of the guarantee in this section, the employee will be on leave without pay unless he/she is using sick leave in accordance with paragraph 1 in this article.

Article 15: Retirement

401(k)/Pension Plan

If the employee chooses to participate in a pre-approved 401(k) plan, the Foundation will match employee contributions up to 9.29%.

Article 16: Bonding

All employees of the Lock Haven University Foundation are required to be eligible for coverage under the Foundation's Employee Dishonesty Insurance Policy.

Article 18: Internet Code of Conduct

Acceptable uses of the internet: Employees accessing the internet are representing the Foundation. All communications should be for professional reasons. Employees are responsible for seeing that the internet is used in an effective, ethical and lawful manner.

Internet relay chat channels may be used to conduct official business, or to gain technical or analytical advice. Databases may be accessed for information as needed.

Unacceptable uses of the internet: The internet should not be used for personal gain or advancement of individual views. Solicitation of non-company business or any use of the internet for personal gain is strictly prohibited. Use of the internet must not disrupt the operation of the company networks of other users. It must not interfere with the employee's productivity.

Employees are responsible for their own behavior when communicating with social media. They will be held accountable for the content of the communications that they state/post on social media locations.

Inappropriate communications may not be included in Employee's social media, including but not limited to (i) confidential, personally identifiable, and sensitive Foundation information about students, employees, and guests; (ii) child pornography, sexual exploitation, bullying/cyberbullying, inappropriate commercialization of childhood experiences, (iii) defamatory or discriminatory statements and images, (iv) proprietary information of the Foundation and/or a Foundation's vendor, (v) infringed upon intellectual property, such as copyright ownership, and circumvented technology protection measures (vi) terroristic threats, and (vii) illegal items and activities.

Employees may not use their personal computers, devices, services, systems and networks during the time they are required to be fulfilling their work or Foundation responsibilities unless approved by their Supervisor and/or his/her designee. The Foundation, at its discretion, reserves the right to block all commercial social media sites on its computers, devices, servers, networks and systems; however the Foundation may choose to unblock such sites at its discretion or at the request of an employee, if the use is related to the Employee fulfilling their Employee responsibility. Employees may not use commercial social media during their work responsibilities unless approval has been granted by the Executive Director and/or designee.

Communications: Each employee is responsible for the content of all text, audio or image that they place and send over the internet. Fraudulent, harassing or obscene messages are prohibited. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the internet should not violate or infringe on the rights of others. No abusive, profane or obscene language shall be transmitted through the system. Employees who wish to express personal opinions on the internet are encouraged to obtain their own user names on other internet systems. All messages created, sent or retrieved over the internet are the property of the Foundation and should be considered public information. The Foundation reserves the right to access and

monitor all messages and files on the computer system as deemed necessary and appropriate. Internet messages are considered public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender and receiver.

Harassment and Violations: Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual or group's race, religion, national origin, physical attributes or sexual preference will be transmitted. Violations of any guidelines listed above may result in disciplinary action up to and including termination. If necessary, the Foundation will notify appropriate legal officials of any illegal violations.