



EMPLOYEE HANDBOOK

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SECTION I: WELCOME TO MERCY UNIVERSITY

Welcome to Mercy University! We are delighted that you have chosen to join our institution and hope that you will enjoy a long and successful career with us. It is each employee's responsibility to read and hold each other accountable for all Mercy University policies and procedures, and as you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further the mission of the University.

Mercy University's Mission

Mercy University is committed to providing motivated students the opportunity to transform their lives through higher education by offering liberal arts and professional programs in personalized and high-quality learning environments, thus preparing students to embark on rewarding careers, to continue learning throughout their lives and to act ethically and responsibly in a changing world.

With your active involvement, creativity and support, Mercy University will continue to achieve its goal, which is primarily focused on the success of its students. We sincerely hope that you will take pride in being an important part of the Mercy University mission.

Please take time to review the policies contained in this Handbook, and to review and sign the acknowledgement form at the end. If you have questions, feel free to ask your supervisor or to contact the Office of Human Resources at HR@mercy.edu. All of Mercy's policies, including those referenced in this Handbook, can be found at: <https://www.mercy.edu/about/mercy-university-policies>.

Employees Covered Under a Collective Bargaining Agreement

The employment terms set out in this Handbook work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in the collective bargaining agreements that the United Auto Workers ("UAW") for technical, clerical and professional staff, and the Service Employees International United ("SEIU") for adjunct faculty have with Mercy. Employees should consult the terms of their collective bargaining agreement. Wherever employment terms in this policy differ from the terms expressed in the applicable collective bargaining agreement with Mercy, employees should refer to the specific terms of the collective bargaining agreement, which will control.

Statement of Affirmative Action Policy

It is the policy of Mercy University to provide equal employment opportunities without regard to race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, genetic information or any other protected characteristic under applicable law. This policy relates to all phases of employment, including, but not limited to, recruiting, employment,

placement, promotion, transfer, demotion, reduction of workforce and termination, rates of pay or other forms of compensation, selection for training, the use of all facilities, and participation in all institution-sponsored employee activities. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity or age limitations will be adhered to by the University where appropriate.

As part of the University's equal employment opportunity policy, Mercy will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.

Employees and applicants shall not be subjected to harassment, intimidation or any type of retaliation because they have (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or (4) exercised any other legal right protected by federal, state or local law requiring equal opportunity.

The above-mentioned policies shall be periodically brought to the attention of supervisors and shall be appropriately administered. It is the responsibility of each supervisor of the University to ensure affirmative implementation of these policies to avoid any discrimination in employment. All employees are expected to recognize these policies and cooperate with their implementation. Violation of these policies is a disciplinary offense.

The Director of Title IX & Equity Compliance, Affirmative Action Officer, has been assigned to direct the establishment and monitor the implementation of personnel procedures to guide our affirmative action program throughout Mercy University. A notice explaining the University's policy and periodic training will be provided for managers and search committees.

SECTION II: ACCOMMODATIONS, EQUAL OPPORTUNITY AND NON-DISCRIMINATION AND SEXUAL MISCONDUCT

Commitment to Equity, Diversity, Inclusion & Belonging

Mercy University is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the University's success and are valued for their skills, experience, and unique perspectives. This commitment is embodied in Mercy University policy and the way we interact with members of the University and local communities.

Policy on Equal Opportunity and Non-Discrimination

Mercy University is committed to fostering a diverse community of outstanding faculty, staff, and students, as well as ensuring equal opportunity in employment and equal opportunity in education including educational programs and activities, without regard to an individual's race, color, creed, national origin, ethnicity, ancestry, religion, age, sex (including pregnancy, childbirth and related conditions), sexual orientation, gender, gender identity or expression, marital status, partnership status, disability, height or weight, predisposing genetic characteristics, alienage, citizenship, military or veteran status, status as a victim of domestic violence/stalking/sex offenses, unemployment status, or any other legally prohibited basis in accordance with federal, state and local laws.

Mercy University does not discriminate on the basis of any of the protected characteristics referenced above in its programs and activities or in its treatment, admission or access to its programs or activities. Therefore, discrimination or harassment of University employees, students, applicants for employment or admission, and non-employees (defined explicitly to include *only* contractors, subcontractors, vendors, consultants, or other persons providing services pursuant to a contract in the workplace or who is an employee of such a contractor, subcontractor, vendor, consultant, or other person providing services pursuant to a contract with the University) is strictly prohibited by the University.

Retaliation for reporting or opposing discrimination or harassment, cooperating with an investigation of a discrimination or harassment complaint, or requesting an accommodation is strictly prohibited by the University.

The University is committed to addressing prohibited discrimination, harassment and retaliation complaints promptly, consistently and fairly to the extent possible. See the full *Policy on Equal Opportunity and Non-Discrimination* for further details regarding the process for filing complaints (which can be completed online) and procedures for handling investigations, corrective action, and appeals where applicable.

Reasonable Accommodations for Employees

Mercy University is committed to providing reasonable accommodations to allow qualified individuals the opportunity to participate in employment at the University. Requests for accommodation require a formal process with the request being made to, and considered by the Office of Human Resources, with the opportunity for an appeal, as provided for in the University procedures. The procedures apply to reasonable accommodations in connection with:

- A disability or serious injury,
- Pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, including breastfeeding, and
- Religious practices.

Mercy will thoroughly review all requests on a case-by-case basis in accordance with applicable federal, state, and local laws. Requests for sick time related to medical issues shall be requested pursuant to the University's *Paid Time Off and Leave of Absence Policy*, *Family Medical Leave Act (FMLA)* and the *New York State Paid Family Leave Law (NYS PFL)*.

Mercy prohibits retaliation against individuals for requesting reasonable accommodations, appealing decisions concerning such requests, or for making or participating in claims of discrimination.

All requests for accommodations and all supporting documentation, including but not limited to medical information, are considered confidential and will be shared with University officials only on a need-to-know basis. Such documentation will only be used to evaluate the requested accommodation and will be kept in a separate file in the Office for Human Resources or the Office of the Equity Compliance Specialist, depending on which office is evaluating the accommodation request. Employees who may require a reasonable accommodation should contact the Office of Human Resources. See the full *Policy and Procedures for Implementing Reasonable Accommodations for Employees*.

Service Animals for People with Disabilities

Mercy University is committed to making reasonable modifications in policies, practices, and procedures to permit the use of service animals by persons with disabilities. Service animals play an important role in ensuring the independence of people with disabilities, and it is therefore our policy to welcome to the University any animal that is trained to assist a person with a disability. See the full *Policy Regarding Service Animals for People with Disabilities*.

Nursing Parent Room Policy

In recognition of the importance and benefits of breastfeeding, and in compliance with state and federal law, Mercy University supports the rights of nursing parents at school and in the workplace.

Mercy University is dedicated to making its best effort to accommodate requests from nursing parents for break time and a private space to express breast milk on campus.

Under the Patient Protection and Affordable Care Act, as well as New York State Labor Law, Mercy University is required to provide certain protections and benefits to employees who are nursing parents, which include providing employees reasonable break time to express milk for up to three years after they give birth. An employee may do this by utilizing paid break or meal periods, or taking unpaid break periods, with the option of making up the time by extending the workday. Mercy University must also provide an employee, upon request, a room or other location, in reasonable proximity to the work area, where the employee can express milk in privacy. The room cannot be a bathroom and must be private and have a door that locks, shades for any windows, and a table, chair, and electric outlet. See the full *Nursing Parent Room Policy*.

Sexual Misconduct Policies and Procedures

Every member of the Mercy University community, including students and employees, deserves the opportunity to live, learn and work free from sexual harassment and sexual violence.

Accordingly, Mercy is committed to:

- Defining conduct that constitutes prohibited sexual harassment and sexual violence under the relevant laws and regulations, including federal Title VII, Title IX, New York State Education Law Article 129A and 129B, and New York City, New York State and Westchester County Human Rights Laws;
- Providing clear guidelines for students and employees on how to report incidents of sexual harassment and sexual violence and a commitment that a complainants' privacy will be maintained to the greatest extent possible;
- Promptly and accurately responding to and investigating allegations of sexual harassment and sexual violence under a predictable, fair grievance process that provides due process protections to alleged victims and alleged perpetrators of sexual harassment and sexual violence, and effectively implementing remedies for victims;
- Referring incidents to law enforcement and for disciplinary action when appropriate, and acting to investigate and address any allegations of retaliation;
- Providing ongoing assistance and supportive measures to students and employees who are involved in complaints of sexual harassment and sexual violence, including both complainants and respondents, such as providing information regarding where and how to obtain supportive services both on and off-campus, as well as their rights under federal law, state law and Mercy policy, including filing a complaint with the University as well as with external agencies;

- Providing awareness and prevention information on sexual harassment and sexual violence, and widely disseminating this policy, as well as the Mercy University Student Bill of Rights, disseminating information on resources available both on campus and locally, and implementing training and educational programs on sexual harassment and sexual violence to all University constituencies; and
- Gathering and analyzing information and data that will be reviewed in order to improve safety, reporting, responsiveness and the resolution of incidents at Mercy University.

Rights afforded and responses by the University will vary depending on whether the complainant is a student or employee, and whether conduct falls under the federal Title IX law and regulations and if not, or under other federal, state laws and local laws relating to sexual harassment and sexual violence, including but not limited to: Title VII of the Civil Rights Act, Article 129A and 129B of the New York State Education Law, or the New York State, New York City and Westchester County Human Rights Laws. The University will make every effort to make clear the policies as it pertains to each area, but in the event of confusion, please contact Mercy's Director of Title IX & Equity Compliance for clarification.

The full *Policy on Sexual Misconduct*, including definitions of prohibited sexual harassment and sexual violence, rights of the parties involved, reporting procedures, investigations, and the University's obligations, can be found at <https://www.mercy.edu/about/title-ix>.

Policy Barring Salary History Inquiry

In accordance with New York City and New York State laws, the University or any of its employees, managers, supervisors, officers or trustees, as well as any agent of the University are prohibited from engaging in a number of actions relating to hiring employees, including but not limited to relying on the wage or salary history of an applicant in determining whether to offer employment to that individual (including for current Mercy employees applying for another position internally); relying on the wage or salary history of an applicant in determining the wages or salary for that individual (except for current Mercy employees applying for another position internally); requesting or requiring, either orally or in writing, the wage or salary history from an applicant or current employee as a condition of being interviewed or considered for an offer of employment, or as a condition of employment or promotion, unless the information is required pursuant to federal, state, or local law; seeking, requesting, or requiring the wage or salary history of an applicant or current employee either orally or in writing, refusing to interview, hire, promote, otherwise employ, or otherwise retaliating against an applicant or current employee; or conducting a search of publicly available records or reports for the purpose of obtaining an applicant's salary history.

These laws were enacted to prevent wage discrimination against women and minorities by prohibiting employers from asking about wage and salary histories. By taking salary history information out of the job interview and application process, salary negotiations can be focused on an individual's qualifications and the requirements for the job. Failure to comply with the applicable laws could subject Mercy University (the "University") to compensatory and punitive damages, reasonable attorneys' fees, costs, injunctive relief, and a civil penalty. See the full *Policy and Procedures Relating to the New York City and New York State Laws Barring Inquiries into the Wage and Salary Histories of Applicants and Current Employees*.

Mandated Employee Trainings

The University mandates annual training by all employees for anti-harassment, cyber-security, and campus safety policies and procedures, as required by law. The University reserves the right to modify and add trainings as may be required or necessary for the safety of the University community.

The University also offers extensive professional development and trainings for all employees throughout the year. We encourage employees to work with their supervisors to participate in these development opportunities.

SECTION III: EMPLOYMENT RELATIONSHIP

Introductory Period

The first ninety (90) calendar days of employment shall be considered an Introductory Period for all Mercy University employees (excluding SEIU adjunct faculty). This Introductory Period will be a time for learning about your fellow employees, your manager, and the duties assigned to your position. We expect you to become familiar with our policies and procedures. Mercy University will also provide the support and resources and evaluate your suitability during this period. By completing this Introductory Period, an employee is not guaranteed continued employment for any term as it is “at-will employment” and subject to various conditions, except where prohibited under an employment agreement or appointment letter. Staff bargaining unit employees that are members of the UAW should review the UAW CBA for more information.

Background Checks

Mercy University is committed to providing a safe and secure environment for our community, including students, employees and visitors, as well as safeguarding the assets and resources of the University. In support of this effort, any applicant for a position at Mercy, who receives a conditional offer of employment, will undergo a background check. Rehires with a break in service of more than six consecutive months, will also be required to undergo a background check.

A background check will consist of a criminal record search (including the 50-state sex offender registry), education, and employment verifications. Some applicants will also be required to undergo drug testing, motor vehicle, fingerprinting, or an unscored credit check depending on the nature of the position. Applicants for such positions will be notified of this requirement when an offer of employment is made. The background check will be completed and the selected finalist must be cleared by the Office of Human Resources before commencing employment at the University. Applicants are not permitted to begin working until the background check clearance is issued, unless an exception is approved in advance by the Director of Human Resources or designee.

Any information that is falsely reported or omitted by an applicant or an employee, may be cause for withdrawal of an offer of employment, promotion or transfer and/or constitute cause for termination of employment and disqualification of future hire.

Employees covered by this policy are required to report to Human Resources any criminal convictions that take place during the course of their employment, excluding infractions punishable only by a fine. Failure to promptly report such convictions may lead to disciplinary action up to and including termination of employment.

Current employees whose position changes as a result of a transfer, promotion, or reclassification may be required to undergo a background check, including if one was not conducted when initially hired or if a new background check is needed because of the nature of the position. See the full *Policy on Background Checks*.

Employment At-Will

Employment at Mercy University is on an at-will basis unless otherwise stated in a written individual employment agreement or appointment letter with the University. At-will means that either the employee or the University may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this, or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. Mercy University employees have the right to engage in or refrain from such activities.

Employment Authorization

Mercy University requires that all employees be legally authorized to work in the United States and abides by all laws that prohibit the employment of undocumented foreign nationals. Any person employed by the University must complete the federal Employment Eligibility Verification Form (I-9) within three (3) days of hire and will be entered into the federal E-Verify system.

Employment Classification

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, Mercy University classifies its employees as shown below. Mercy University may review or change employee classifications at any time.

- **Exempt.** Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.
- **Non-Exempt.** Non-Exempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

- **Regular, Full-Time.** Employees who are not in a temporary status and typically works a minimum of thirty-five (35) hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.
- **Regular, Part-Time.** Employees who are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly, but at least seventeen (17) hours weekly, and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the University and are subject to the terms, conditions, and limitations of each benefits program.
- **Temporary, Full-Time.** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the University's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment classification.
- **Temporary, Part-Time.** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work fewer than thirty (30) hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment classification.

Employment Verifications

Prospective employers, financial institutions and residential property managers routinely contact employers, including Mercy University, for information on a former or current employee's work history and salary. All employment verification requests should be directed to *QuickConfirm* referencing Company Code MER0004150 at support@quickconfirm.com. If employee's have any questions about this process, they should consult with Human Resources at HR@mercy.edu.

Time Records

All exempt and non-exempt employees are required to complete an accurate time sheet showing all time actually worked. These records are required by governmental regulations and are used to calculate regular and overtime pay.

Work Week and Hours of Work

The standard workweek is from Sunday 12:00 am until Saturday 11:59 pm with two days off. Office hours are 9:00 am to 5:00 pm. Individual work schedules may vary depending on the needs of each department.

Overtime

When required due to the needs of the University, you may be asked to work overtime. Overtime is actual hours worked in excess of forty (40) hours in a workweek. Hours worked between thirty-five (35) to forty (40) are paid at the straight hourly rate. Non-exempt employees will be paid time and one half their regular rate of pay for all hours actually worked in a workweek beyond forty (40) hours. Paid leave, such as holiday, PTO, bereavement time, and jury duty does not apply toward work time. All overtime work must be approved in advance by a supervisor or manager.

Meal and Rest Breaks

New York State Labor Law entitles employees to a noon hour break (i.e., between 11 am and 2 pm) for at least thirty (30) minutes for six (6) hour shifts of work that extend over that time. It is the policy of Mercy University to provide most employees with a one-hour unpaid meal period for each 8-hour workday. Meal periods are unpaid time and as such, employees must be completely relieved of duty for the purpose of eating lunch. You and your supervisor must arrange these times to ensure adequate coverage throughout the day. Under the Fair Labor Standards Act (FLSA) regulations, if the employee is engaged in any kind of work activity during the meal observance period, it is considered “time worked” and the employee must be paid for it. Employees may not forego the meal period in order to shorten the workday.

Paychecks

Mercy University’s pay period for all employees is semi-monthly on the 15th and the last day of the month. If pay day falls on a weekend or federal holiday, employees will receive their paycheck on the preceding workday. If direct deposit is selected, paychecks are directly deposited into your checking and/or savings accounts. Otherwise, paychecks will be sent to the mailing address on file.

Payroll Error Corrections, Deductions from Pay and Safe Harbor

It is the employee’s responsibility to review their pay stub each payday for accuracy. If discrepancies are found, the employee must contact the Payroll Department immediately. The Payroll Department corrects paycheck errors in one of two ways, payroll adjustment or manual check.

Overpayments made to a current employee will be taken from the employee’s wages on the following paycheck unless the employee makes other arrangements to reimburse the University. The Payroll Department will coordinate the collection efforts with the employee. See the full *Policy on Recouping Overpayment of Salary*.

In the case of underpayments to employees, a payroll adjustment will be made the following pay period(s) (retroactive pay will be added to the regular paycheck). Both types of error correction methods ensure that the employee's wages are accurate for W-2 purposes.

Permitted deductions. The Fair Labor Standards Act (FLSA) limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- Garnishment of wages;
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

Improper deductions. If an employee classified as exempt believes that an improper deduction has been taken from his or her pay, the employee should immediately report the deduction to the Office of Human Resources. The report will be promptly investigated and if it is found that an improper deduction has been made, the University will reimburse the employee for the improper deduction.

Employee Records

Maintaining accurate and up-to-date employment records is the responsibility of all employees. Employees should update changes to their home address, tax deductions, requests for leaves of absences or accommodations or qualifying life events (for benefits purposes) as soon as practicable.

Managers and supervisors are responsible for informing Human Resources of any employee status changes or changes in reporting structure.

Job Performance and Performance Reviews for Staff

Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

In addition, Mercy conducts performance reviews annually. These reviews are intended to inform employees of strengths and areas for improvement. They may also be utilized by the University to determine an employee's potential for promotion and/or transfer. Reviews also provide an opportunity for employees to raise job concerns or interests with their applicable supervisor or manager.

Core faculty should refer to the Faculty Handbook and adjunct faculty should refer to the SEIU CBA.

Personnel File Access

Employee files are maintained by the Office of Human Resources and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis. Personnel file access by current employees and former employees upon request will generally be permitted within three (3) days of a written request. Personnel files are to be reviewed in the Office of Human Resources. Employee files may not be taken outside the HR office. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

Faculty should see the Faculty Handbook regarding their personnel file, and union employees should refer to the applicable collective bargaining agreement.

Separation from Employment

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide written notice to their supervisors at least ten (10) working days (i.e. two weeks) in advance of the last day of work. Employees are expected to work through the full two-weeks' notice period and cannot use vacation time during the notice period. Should an employee call out sick during the notice period, the time will be deducted from the employee's vacation accruals.

In most cases, the Office of Human Resources will send out offboarding information which includes an exit interview questionnaire, benefits information, information on how to return University property, and information on final pay. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee's home address.

Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done at the discretion of the University.

In circumstances where an employee is terminated, the employee is not eligible to receive any paid time off, and if terminated for gross misconduct, is not eligible for COBRA.

Rehires to Mercy University

Rehire occurs when an individual who has separated from the University applies and is selected for the same or a different position. The individual must have been an employee in good standing at the time of separation, must meet the requirements of the position for which they are applying,

and must participate in the normal employment process in order to be considered for vacancies at the University. Employees who are rehired may be eligible for the crediting of prior University service.

University service is the length of time that an individual has been continuously employed by the University on a full-time or part-time basis, including authorized leaves of absence. However, when a former employee is rehired or recalled crediting of prior service may occur.

If an individual separates from the University after at least one year of service, and is rehired within six (6) months, there will be no break in continuous service and no loss in fringe benefits.

If an individual separates from the University after at least one year of service, and is rehired within 7 to 12 months, after having been employed by the University for at least one year and works at least one year after the date of rehire, service dates will be bridged, and there will be no break in continuous service.

An individual rehired after 12 months of separation will be treated as a newly hired employee. However, after the fifth year of re-employment, the previous service will be added to current continuous service for determination of future benefits.

For purposes of determining years of service, 2 years of part-time service is the equivalent of 1 year of full-time service. Excluded from this calculation is an employee's eligibility to join certain benefit plans. Different rules may apply, according to an employee's date of hire.

SECTION IV: MERCY UNIVERSITY CODE OF ETHICAL CONDUCT, CONFLICT OF INTEREST, CONFIDENTIAL INFORMATION, AND RELATED POLICIES

Acceptable Use of University Computer and Network Resources

Mercy University's computer and network resources are an important component to further the University's educational purposes and University business in support of Mercy's mission, which seeks to transform students' lives through higher education. Users of these resources have a responsibility to follow the guidelines set forth in this document, as well as all other related policies and procedures, not to abuse the privileges granted to them, and to respect the rights of others. Mercy's technology infrastructure exists to support the University and administrative activities needed to fulfill the University's mission. Access to these resources is a privilege that should be exercised responsibly, ethically, and lawfully. The purpose of this Acceptable Use Policy is to clearly establish each member of the University's role in protecting its information assets and communicate minimum expectations for meeting these requirements. Fulfilling these objectives will enable Mercy to implement a comprehensive system-wide Information Security Program.

Employees that are caught damaging or making inoperable computer and network resources will be subject to corrective and/or disciplinary action, up to and including termination. See the full *Policy on Acceptable Use of University Computer and Network Resources*.

Access to Student Records Under the Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act of 1974 (“FERPA” or the “Act”) affords eligible students certain rights with respect to their education records. An eligible student under FERPA is a student who is 18 years of age or older or who attends a postsecondary institution at any age. Persons who unsuccessfully applied for admission to the University or who are offered admission but never attended the University are not covered by the Act.

Under FERPA, written consent must be obtained from a student before the University discloses personally identifiable information (PII) from the student’s education records, except to the extent that FERPA authorizes disclosure without consent as set forth in section III of the Policy. See the full *Policy on Access to Student Records Under the Family Educational Rights and Privacy Act (FERPA)*.

Code of Ethical Conduct

I. Introduction

In furtherance of maintaining and promoting Mercy University’s mission of providing motivated students the opportunity to transform their lives through education, this Code of Ethical Conduct sets forth the general principles to which we subscribe and to which we expect every member of the University community—including but not limited to, faculty, staff, officers, volunteers, visitors, contractors and vendors—to adhere. These principles have been derived from federal, state, and local laws and regulations, University policies and procedures, contractual and grant obligations, and generally accepted principles of ethical conduct.

II. Adherence to the Highest Ethical Standards and Compliance with the Law

Every member of the University community shall, at all times, conduct their activities in accordance with the highest professional and community ethical standards. Every member of the University community is expected to become familiar with those laws, regulations, and University policies which are applicable to their position and duties, and to comply with both their letter and spirit. The University will implement programs to further community members' awareness and to monitor and promote compliance. All questions and concerns about the legality or propriety of any action or failure to take action by or on behalf of the University should be referred to either the member's supervisor or to the Office of General Counsel.

III. Compliance with all Contractual and Grant Terms and Conditions

Every member of the University community is expected to maintain access to and to comply strictly with the terms and conditions of each University contract and grant on which they are working. All questions or concerns about whether a particular term or condition violates the law or whether the grantor or contractor has breached its obligations to the University should be referred promptly to the Office of General Counsel.

IV. Support of the University's Goals and Avoidance of Conflicts of Interest

Every member of the University Community is expected to faithfully carry out their professional duties in furtherance of the University's mission. Every member has a duty to avoid conflicts between their personal interests and official responsibilities and to comply with University policies for reporting and reviewing actual and potential conflicts of interest and conflicts of commitment. Additionally, a member of the University community may not utilize their position with the University for their personal benefit. Members are also expected to consider and avoid, not only an actual conflict but also, the appearance of a conflict of interest, including but not limited to the acceptance of gifts.

V. Maintenance of the Highest Standards of Academic Integrity

Every member of the University involved in teaching and research activities is expected to conform to the highest standards of honesty and integrity. Activities such as plagiarism, misrepresentation, and falsification of credentials or falsification of data are expressly prohibited. All research at the University must be conducted in strict conformity with the applicable University policies, procedures, and approvals and the requirements of all governmental and private research sponsors.

VI. Respect for the Rights and Dignity of Others

Mercy University is committed to a policy of equal treatment, opportunity, and respect in its relations with its faculty, administrators, staff, students, and others who come into contact with the University. Every member of the University is prohibited from discriminating on the basis of race, color, religion, sexual orientation, gender and/or gender identity or expression, marital or parental status, national origin, citizenship status, veteran or military status, age, disability, and any other legally protected status; physically assaulting, emotionally abusing, or harassing anyone; and depriving anyone of rights in their physical or intellectual property, under University policy, or under federal, state, and local laws.

VII. Maintenance and Preservation of Accurate Records

Members of the University community are expected to create and maintain records and documentation which fully conform to all applicable laws and professional, and ethical standards. Every member of the University who is involved, directly or indirectly, in the preparation or submission of a bill to any governmental or private payor is expected to use his or her best efforts to ensure the bill addresses only those services rendered and products delivered and in the correct amount, supported by appropriate documentation.

VIII. Conducting Business Practices with Honesty and Integrity

Every member of the University community is expected to conduct all business with students, vendors, and the academic community with honesty and integrity. This duty includes, but is not limited to: adherence to federal and state anti-fraud and referral prohibitions in dealing with vendors and referral sources and protecting and preserving University property and assets--including proprietary intellectual property, buildings, equipment, books, supplies, and funds.

IX. Concern for Health and Safety and Respecting the Environment

Every member of the University community is expected, in the performance of their duties, to comply with all laws and regulations which govern occupational health and safety and to make every reasonable effort to ensure that students, faculty, employees, vendors, contractors, and visitors are protected from undue health risks and unsafe conditions.

Every member of the University community is expected, in the course of their activities, to comply with all applicable environmental laws and regulations; to ensure that the University has obtained all necessary licenses, permits, and approvals; and to employ the proper procedures and controls in the storage, handling and disposition of hazardous materials.

X. Reporting Suspected Violation of this Code and Enforcement

This Code of Conduct has been created and exists for the benefit of the entire University community. It exists in addition to and is not intended to limit the specific policies, procedures, and rules enacted by the University.

Each member of the University is expected to uphold the standards set forth in this Code of Ethical Conduct, and to report suspected violations of this Code or any other apparent irregularity to either their supervisor or manager, Human Resources, Internal Audit, or the Office of General Counsel. They may also contact the University's Whistleblower Hotline at 1-888-656-3729. If a member prefers, they may make the report anonymously <https://www.mercy.edu/whistleblower-form> or by the Whistleblower Hotline. The University will, if requested, make every reasonable effort to keep confidential the identity of anyone reporting a suspected violation, to the extent permitted by law, and except if doing so would effectively prevent the University from conducting a full and fair investigation of the allegations.

This Code of Ethical Conduct will be enforced. Reports of suspected violations will be investigated by authorized University personnel. Officers, managers, and supervisors have a special duty to adhere to the principles of this Code, to encourage their subordinates to do so, and to recognize and report suspected violations. Each member of the University community is expected to cooperate fully with any investigation undertaken. If it is determined that a violation has occurred, the University reserves the right to take corrective and disciplinary action against any person who was involved in the violation or who allowed it to occur or persist due to a failure to exercise reasonable diligence. Additionally, the University may make an appropriate disclosure to governmental agencies (including law enforcement authorities). Disciplinary actions will be determined on a case-by-case basis and in accordance with the applicable disciplinary codes.

XI. Promise of No Retaliation-Good Faith Reporting

No Mercy community member, including students, faculty or staff, who in good faith files a complaint or reports any action or suspected action by the University or any other community member of a violation of this Code of Conduct, or law or other University policy (including but not limited to the University's Whistleblower Policy, Sexual Misconduct Policy, Non-Discrimination Policy, Student Complaint Policy, or Leave Policy) shall suffer intimidation, harassment, discrimination or retaliation by anyone at the University, including managers, supervisors, faculty, staff or students. Violations of this non-retaliation provision will lead to disciplinary sanctions up to and including termination for employees or expulsion for students.

The University promises that there will be no adverse action, retribution, or other reprisal for the good faith reporting of a suspected violation of this Code, even if the allegations ultimately prove to be without merit. The University will, however, pursue disciplinary action against any member who is shown to have knowingly filed a false report with the intention to injure another.

XII. Administration of This Code of Ethical Conduct

The University reserves the right, at any time, and without notice, to amend this Code of Ethical Conduct in its sole, good faith, discretion. This Code does not create a contract. The Office of the General Counsel is responsible for the administration of this Code. If you have any questions regarding this Code or if you have questions about conflicts of interest that are not addressed in this Code, please contact the Office of the General Counsel.

XIII. Employees Covered Under a Collective Bargaining Agreement

The terms set out in this Code of Ethical Conduct work in conjunction with, and do not replace, amend, or supplement any terms or conditions of employment stated in any collective bargaining agreement that the UAW and SEIU have with Mercy University. Employees should consult the terms of their collective bargaining agreement. Wherever employment terms in this Code differ from the terms expressed in the applicable collective bargaining agreement with the University, employees should refer to the specific terms of the collective bargaining agreement, which will control.

Code of Conduct Regarding Minors

Mercy University is committed to protecting the safety and well-being of minors who participate in programs and activities held at or sponsored by the University, including but not limited to camps and academic programs. All community members are responsible for complying with the Code of Conduct Regarding Minors, including reporting immediately to the New York State Maltreatment Hotline at 1-800-342-3720 if they have reasonable cause to suspect abuse or maltreatment of individuals under the age of 18. If anyone other than New York State mandated reporters has reasonable cause to believe that a minor is being or has been abused or maltreated on campus, they should notify either the Director of Title IX & Equity Compliance or the Office of Campus Safety. If any community member witnesses child abuse while it is happening, she/he shall immediately call 911. See the full *Code of Conduct Regarding Minors*.

Code of Conduct Relating to Student Loan Programs

Student loan programs are essential to the fulfillment of Mercy University's educational mission. It is vitally important for the University and each person who works for the University to maintain the highest ethical and professional standards in connection with every aspect of these programs. This Code of Conduct sets forth specific rules relating to the University's participation in various student loan programs. It applies to all officers, trustees, employees and agents of the University. This Code of Conduct supplements any other Code of Conduct or rule which applies to University officers, trustees, employees and agents. If there is any difference between this Code of Conduct and any other Code or rule promulgated by the University, then the provision that is more restrictive is the one that governs. This Code of Conduct has been promulgated pursuant to an Agreement on Code of Conduct between the University and the Office of the Attorney General of the State of New York. Any violation of this Code of Conduct may cause the University to violate its Agreement with the Office of the Attorney General, which in turn may result in severe consequences for the University. Any violation of the letter or spirit of this Code of Conduct will subject the person to disciplinary consequences up to and including termination. See full *Code of Conduct Relating to Student Loan Programs*.

Confidential Information Policy

Employees of Mercy University may have access to confidential, proprietary, or personal information ("Confidential Information") regarding faculty, staff, students, parents, alumni, administrators, board members, vendors, consultants, contractors, subcontractors, donors, minor children, and anyone enrolled in a Mercy University program or utilizing Mercy University facilities. Confidential Information may be in any form, including but not limited to, verbal, email, text, telephone, on paper, contained in software, visible on-screen displays, in computer readable form, or otherwise. Confidential Information includes, but is not necessarily limited to: (i) personal information relating to Mercy students or prospective students, including names and addresses, personal and family financial information, grades, medical/health, enrollment status, and course information; (ii) financial and business information, such as information with respect to Mercy's budgets, financial statements, enrollment projections, endowment, alumni information, donor information, including names and addresses, and leads and referrals to prospective donors; and (iii) personnel information regarding Mercy University employees, such as the identity and Social Security number of Mercy employees, financial and background information, employee salaries, bonuses, benefits, skills, qualifications, and abilities.

All Confidential Information is the property of Mercy University and employees may not in any way access, use, remove, disclose, disseminate, copy, release, sell, loan, alter or destroy any Confidential Information except as authorized within the scope of the employee's job duties for Mercy. All Mercy University employees must comply with applicable local, state, and federal laws, as well as Mercy policies.

Mercy University is obligated to maintain the safety and security of its Confidential Information. In connection with an employee's job duties, it is expected that they will regularly access Confidential Information. In accordance with this Policy, Mercy University employees are obligated to take appropriate measures to safeguard the confidentiality of any hard copy or electronic materials that contain Confidential Information. Please see Mercy's full Confidential Information Policy and Agreement for Mercy University Employees regarding the measures to be taken to appropriately safeguard Mercy's Confidential Information.

Mercy University employees must agree to and acknowledge the above policy. Failure to comply with the Confidential Information Policy may result in the termination of employment with Mercy and/or civil or criminal legal penalties.

Confidential Information and Non-Solicitation Agreement for Senior Management and Other Designated Employees

In consideration of employment with Mercy University, all senior managers and other designated employees are required to sign the *Confidential Information and Non-Solicitation Agreement for Senior Management and Other Designated Employees*, found here.

Conflicts of Interest and Gifts Policy

Mercy University strives to maintain the highest standards of ethical conduct in all its dealings with individuals within and outside of the Mercy University community, including with its vendors, potential vendors, and business partners. See the full Employee Conflicts of Interest and Gifts Policy, which is a guide for employees to ensure that they are acting in an appropriate manner when representing the University in all aspects of University business.

This policy applies to all Mercy University employees except members of the University Leadership Team and others that are subject to the *Conflicts of Interest Policy for Trustees, Officers, and Senior Management*. Core faculty are also subject to the *Policy on Academic Conflict of Interest and Conflict of Commitment* in the *Faculty Handbook*.

Employment of Relatives

Mercy University recognizes that family members of current employees may seek employment at Mercy. To promote a productive environment, free from conflicts of interest as well as favoritism (or the appearance) and unfair advantage, whether perceived or real, Mercy has adopted the rules and guidelines related to hiring family members and working relationships of family members at Mercy. Any decisions regarding the employment of relatives and/or the reporting structure shall be at the sole discretion of Mercy University. Employees should report concerns to the Office of Human Resources. This policy applies to all Mercy employees, regardless of rank or title. See the full *Employment of Relatives Policy*.

Export and Trade Compliance

It is the policy of Mercy University to comply with not only the letter, but also the spirit and intent of all US export controls, sanctions, and antiboycott laws and regulations ("**US Export and Trade Controls**") as well as those of other countries where we may do business. Under no circumstances may an export, reexport, import (whether of a service, commodity, technical data, or technology), or any other transaction be made contrary to these laws and regulations or contrary to this Policy. See the full *Mercy University Export and Trade Compliance Policy Statement*.

Web Privacy Policy

Mercy University respects your privacy and is committed to protecting it through our compliance with this Policy. This Policy describes the types of information we may collect from you or that you may provide when you visit the website mercy.edu (our "Website") and our practices for collecting, using, maintaining, protecting, and disclosing that information. See the full *Privacy Policy*.

Whistleblower Policy

Mercy University is committed to conducting its affairs in accordance with all federal, state, and local laws and regulations and to ensuring that its internal policies are followed. The University expects all University community members to report conduct or suspected conduct that they, in good faith or reasonably believe, whether pursuant to the process provided in this Policy, or otherwise in a manner which is protected under Section 740 of the New York Labor Law, may violate the law or University policy ("whistleblowers") so that the University may investigate and take appropriate action. Suspected violations can be reported confidentially via the University's hotline at 1-888-OK-MERCY (1-888-656-3729) or online via the Whistleblower Report Form. The University will ensure that whistleblowers are protected from retaliation for making such reports. This Policy should not be used for routine personnel or managerial disputes. Persons with knowledge of conduct or conditions that pose an imminent threat to the health or safety of any member of the Mercy University community, or the public should immediately call 911 or Campus Public Safety at x 9999. See the full *Whistleblower Policy*.

SECTION V: WORKPLACE HEALTH AND SAFETY

Abusive Conduct

Abusive conduct means malicious conduct of an employer or employee in the workplace that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal, or physical conduct that a reasonable person would find threatening, intimidating or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act will generally not constitute abusive conduct, unless especially severe and egregious.

The University considers abusive conduct in the workplace unacceptable and will not tolerate it under any circumstances. Employees should report any abusive conduct to a supervisor or manager with whom employees are comfortable speaking. Supervisors and managers are to assume the responsibility to ensure employees are not subjected to abusive conduct. All complaints will be treated seriously and investigated promptly. During the investigation process, the University will attempt to maintain confidentiality to the fullest extent possible.

Campus Violence Policy

Mercy University is committed to providing a safe and secure environment for all community members, including faculty, staff, students, vendors, and visitors. The University will not tolerate any act of violence or behavior that is perceived to be violent or threatening from any member of the University community. This Policy is created to prevent, reduce, and manage violence on all Mercy University campuses to ensure a safe environment for community members to live, learn and work.

Campus violence is defined as any behavior that is violent, threatens violence, bullies, harasses or intimidates others, interferes with an individual's legal rights of movement or expression, or disrupts the workplace, the academic environment, or the University's ability to provide a safe community environment. Examples of campus violence include, but are not limited to:

- Disruptive behavior intended to disturb, interfere with or prevent normal work or educational activities (such as yelling, using profanity, verbally abusing others, or waving arms and fists);
- Physical attacks, such as stabbing, slapping, punching, hitting, pushing, shoving, inappropriate touching, or throwing objects;
- Intimidation or threats, which are intentional acts that cause a person to fear that they are in danger of injury or other harm;
- Bullying, which is aggressive language or actions with the intent of humiliating, intimidating, or demeaning another individual;

- Stalking, which is harassment by electronic, physical, verbal or written communication, or physically in a manner that is likely to cause reasonable fear of material harm to the physical health, safety or property of a person. Stalking is also prohibited under the *University's Policy on Sexual Misconduct*. Any other act involving harassment or violence of a sexual nature is covered under the *Policy on Sexual Misconduct*;
- Use of any weapon or instrument in a threatening manner; and
- Possession of the following weapons: firearm, electronic dart gun, electronic stun gun, gravity knife, switchblade knife, pilum ballistic knife, metal knuckle knife, cane sword, billy club, blackjack, bludgeon, plastic knuckles, metal knuckles, chukka stick, sandbag, sand club, wrist-brace type slingshot or slungshot, or "Kung Fu star". In certain circumstances, an exception can be made to the possession of a firearm for a carrier who possesses a permit and with valid reason shown, if there is advanced written approval by the Vice President for Operations and Facilities.

See the full *Policy on Campus Violence*, as well as the University's Campus Safety webpage for more details regarding the University's Campus Safety Measures:

<https://www.mercy.edu/campus-locations/25live-manhattan/campus-safety>.

Drug and Alcohol-Free Workplace

Mercy University is committed to providing a safe, healthy, and productive educational and work environment for its students and employees. In furtherance of this goal and in keeping with the requirements of the Drug-Free Schools and Communities Act and the Drug-Free Workplace Act, all students and employees are required to abide by the Mercy University Drug and Alcohol Policy. Individuals who violate this policy are subject to disciplinary sanctions including suspension and expulsion for students, and discharge for employees. Recognizing that drug and alcohol abuse are serious health concerns, this policy includes support resources for students and employees.

See the full *Policy on Drugs and Alcohol*.

Health and Safety on Campus

Providing employees with a safe and healthy work environment is our top priority. To that end, we've established a comprehensive safe workplace program.

As part of our commitment to maintaining a safe workspace, Mercy University prohibits workers from performing work or duties deemed unsafe. Compliance with all applicable Occupational Safety and Health Administration (OSHA) regulations is required by all executives, managers, and employees.

To maintain a safe and healthy work environment, Mercy University will:

- Provide employees with any necessary physical or mechanical safeguards to prevent or eliminate hazardous conditions.

- Adequately equip workers to perform their jobs safely when hazards cannot be eliminated or prevented.
- Monitor all compliance changes pertaining to safety regulations and hazard mitigation.
- Conduct routine safety and health audits to discover and eliminate any unsafe working conditions or health hazards.
- Investigate all accidents, injuries and incidents in a timely manner and maintain a disciplinary system for enforcing safety requirements.

Additionally, Mercy University will never retaliate against an employee for voicing a concern about unsafe conditions. If you spot something unsafe, please don't hesitate to reach out to the Office of Facilities, Office of Campus Safety, or the Office of Human Resources.

In the context of campus safety and office closures, Mercy University will make every attempt to be open for business. Mercy University has plans in place that comply with all major health, fire and safety/evacuation legal and compliance requirements. In situations where employees are concerned about their safety, employees may choose to leave the office if they feel uncomfortable. See section on *Emergency Closures*.

In the event, of a threat to campus safety or situations that require time-sensitive distribution of information, Mercy University will post the relevant information on our text and voice-messaging emergency alert system. To receive these alerts, you must register in advance through the Security Office. To find out about the status of campus operations in the event of natural and civil emergencies, please refer to our website.

Smoke-Free Workplace

Smoking is not allowed in University buildings or work areas at any time. "Smoking" includes the use of any tobacco products, electronic smoking devices, and e-cigarettes containing nicotine cartridges. Smoking is only permitted during break times in designated outdoor areas, 25 feet from any building or air ducts. Employees using these areas are expected to dispose of any smoking debris safely and properly.

SECTION VI: WORKPLACE GUIDELINES

Attendance Policy

All employees are expected to arrive on time, ready to work, every day they are scheduled to work. Employees who are unable to report to work due to illness or injury or other covered purpose must notify their supervisor before the scheduled start of the workday if possible. Notification should take place as soon as possible via email or a phone call. Should additional sick time be needed, the supervisor must be notified each day.

Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for three (3) consecutive days or more, the employee will be considered to have voluntarily resigned employment.

Bulletin Boards

All required governmental postings are posted outside of the Office of Human Resources as well as in other key areas on the other campuses/location. These boards may also contain general announcements. The University reserves the absolute right to refuse permission to post or to take down any announcement. Union employees should refer to their respective collective bargaining agreements for language pertaining to bulletin board usage.

Dress, Grooming and Professional Image

Mercy University provides a casual yet professional work environment for its employees. Even though the dress code is casual, it is important to project a professional image to our students, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense. In addition, any photograph used as part of official University business (i.e., Outlook email photo), or backgrounds for remote platforms, must be professional and appropriate. Any questions regarding the appropriateness of attire or photograph should be directed to the Office of Human Resources.

Policy on Gifts, Awards and Prizes

Mercy University's mission is to transform students' lives through higher education, in an affordable manner. Consistent with that mission, the University must always seek to be judicious in the use of its resources. In addition, the University must remain compliant with federal and state tax laws relating to gifts. As such, while the administration wants to show support and sympathy to its community members in certain situations, it cannot do so in an unlimited fashion. This Policy discusses the limitations placed on expressions of sympathy, employee recognition and gifts, prizes and awards to employees, development gifts and institutional gifts.

The IRS requires that gifts, prizes, and most awards above a nominal amount be reported as taxable income. The University must therefore provide for proper accounting treatment in the limited instances where such gifts, prizes and awards are allowable. This Policy allows for modest occasional gifts to be made to students, employees, or immediate family members in expression of sympathy. University funds may not be used to purchase gifts for any individual in recognition of events such as Administrative Professionals Day, Long-term Service Awards, birthdays, weddings, housewarmings, births, or holidays. See the full *Policy on Gifts, Awards and Prizes from University Funds*.

Gift Card Policy

The purpose of this Policy is to set forth the guidelines and procedures for the purchase and distribution of gifts and gift cards/certificates purchased with University funds to ensure compliance with the University's tax withholding and reporting obligations. **Gift cards may not be purchased using University credit cards;** rather, all gift card requests must be made through the University Purchasing Department in order to ensure compliance with this policy.

According to the rules of the Internal Revenue Service (the "IRS"), because cash and cash equivalents, such as gift cards/certificates, have a readily ascertainable value, they are considered taxable income regardless of the face amount of the gift card/certificates. For employees, the value of gift cards/certificates is considered compensation subject to federal, state and employment tax withholding, and reporting on Form W-2. There is no *de minimis* fringe benefit amount relating to gift cards/certificates. For non-employees, the value of all gifts and gift cards/certificates in an aggregate amount of \$600.00 or more per calendar year must be reported to the IRS on Form 1099-MISC as other compensation. Finally, gift cards/certificates given to nonresident aliens are subject to federal tax withholding, for which the department will be responsible unless an exception applies.

Policy Relating to Intimate Relationships on Campus

As per the University's Policies and Procedures relating to Sexual Misconduct, the University's rules relating to intimate relationships between faculty or employees and students, and supervisors and their employees, are set forth below.

Relationships Between Faculty or Employees and Students

Sexual activity or amorous or dating relationships ("intimate relationships"), even when apparently consensual, are inappropriate when they occur between a faculty member or employee and any student for whom they have a professional responsibility. Those relationships are inappropriate because of the unequal power dynamic between students and faculty members and between students and employees who advise or evaluate them, such as athletic coaches or workplace supervisors. Such relationships necessarily involve issues of student vulnerability and have the potential for coercion. In addition, conflicts of interest or perceived conflicts of interest may arise when a faculty member or employee is required to evaluate the work or make personnel or academic decisions with respect to a student with whom they are having an intimate relationship. Therefore, faculty members and other employees are prohibited from engaging in intimate relationships with students for whom they have a professional responsibility, including undergraduates and graduate students.

For purposes of this Section, professional responsibility for a student means responsibility over any academic matters, including teaching, counseling, grading, advising for a formal project such

as a thesis or research, evaluating, hiring, supervising, coaching, making decisions or recommendations that confer benefits such as admissions, registration, financial aid, other awards, remuneration, or fellowships, or performing any other function that might affect teaching, research, or other academic opportunities.

Relationships Between Supervisors and Employees

Many of the concerns about intimate relationships between faculty members or employees and students also apply to relationships between supervisors and employees they supervise. Those relationships therefore are strongly discouraged. Supervisors must disclose any such relationships to their supervisors in order to avoid or mitigate conflicts of interest in connection with the supervision and evaluation of the employees with whom they have an intimate relationship.

Mitigation may involve the transfer of either the supervisor or employee, reassigning the responsibility to evaluate the employee to a different supervisor, or other appropriate action.

For purposes of this Section, supervising an employee means supervising in an employment setting, including hiring, evaluating, assigning work, or making decisions or recommendations that confer benefits such as promotions, raises or other remuneration, or performing any other function that might affect employment opportunities.

Media Inquiries

All inquiries from the media must be referred to the Office of Public Relations and Community Relations at pr@mercy.edu.

Minors on Campus

Employees are permitted to bring minors to the workplace, or be visited by children in the workplace, who require supervision during work hours for a brief period of time as necessary and appropriate, subject to the following terms and conditions:

- Visits should generally be no longer than one half day (except for special events that allow for family members), and generally not on consecutive days.
- Approval is at the discretion of the employee's supervisor and may be required in advance of the visit. The supervisor may reserve the right to inform the employee that the child cannot be brought to or visit the workplace or that the visit must be terminated, in accordance with these guidelines.
- The employee must supervise the child at all times.
- The employee must ensure that the work of the University is not disrupted by the presence of the child.
- Children shall not be permitted in any potentially hazardous area or any other setting where they may be exposed to hazardous materials, machinery, or situations adverse to their health.

- Children may not have access to any confidential information (e.g., student records, medical records).

Name Change Guidelines

Mercy University recognizes that certain circumstances may make it necessary for Mercy employees to request a name change for employee records. Official employee records, such as W-2 forms, records concerning payroll and healthcare and retirement benefits, and employment verification letters may be changed following a court-ordered or other legal name change. Unofficial employee records, such as employee identification cards, University email addresses, directory information and faculty names as they appear in Blackboard or on class rosters, may be changed to reflect a Preferred Name. See the full *Policy on Employee Name Changes*.

Outside Employment

Full-time employees are permitted to engage in work outside of the University (whether paid or volunteer) as long as it is not another full-time job and does not interfere with their job performance with Mercy University. Employees engaging in outside work are expected to work their assigned Mercy University schedule. Outside work will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination. Faculty should refer to the Faculty Handbook.

Pets on Campus

For reasons of health, safety, and inconvenience to other University community members, no animals, including but not limited to dogs and cats, are permitted in any University buildings except as in accordance with the laws, including but not limited to service animals and approved emotional support animals.

Records Retention Policy and Schedule

Mercy University has instituted a Records Retention Policy and Schedule to provide for the systematic review, retention and destruction of documents received or created in the transaction of Mercy business. The policy is designed to ensure compliance with federal and state laws and regulations, to eliminate accidental or innocent document destruction of records and to facilitate University operations by promoting efficiency and reducing unnecessary storage of documents.

The retention periods set forth in the Records Retention and Disposal Schedule are the minimum retention periods required by the University. At the conclusion of the retention period, the Records should be properly disposed of under this Policy. Requests to deviate from or modify this Policy

or these retention periods must be made to the General Counsel. See the full *Records Retention and Disposition Policy and Schedule*.

Remote and Hybrid (Out-of-State) Work Policy

Mercy University seeks to create a balance of remote and in-person, on-campus work that best meets the needs of Mercy University and its employees while assuring the fundamental in-person character of the institution is maintained.

Fully remote and hybrid work are voluntary work alternatives that are appropriate for some employees and some jobs but not all employees and all positions. No University employee is entitled to or guaranteed the opportunity to work fully remotely or on a hybrid schedule. Whether a particular employee may be approved for fully remote or hybrid work is a decision made on a case-by-case basis by the employee's department vice president and the Office of Human Resources, taking into consideration an evaluation of the likelihood of the employee succeeding in a remote work arrangement and an evaluation of the supervisor's ability to manage fully remote and/or hybrid workers.

Separate and apart from hybrid work, Mercy University recognizes the rare need to hire an employee who intends to reside and provide their University work outside of New York State. Mercy University also recognizes that sometimes a current employee desires to move outside of the commutable distance for personal reasons and that it may be mutually beneficial for the employee to continue in their duties while residing out-of-state. However, because having employees outside of New York State subjects the University to numerous other laws and imposes additional insurance and payroll requirements and costs (e.g., workers compensation liability insurance, unemployment requirements, payroll tax withholding/reporting, administrative costs, and other reporting requirements to other states), the University must maintain the sole right to determine in advance whether the University will permit an employee's principal work location to be outside of New York State.

In consideration of many factors (including but not limited to employee satisfaction and retention and risks and costs to the University) Mercy University may allow hybrid and fully remote work from the following states: New York, New Jersey, Connecticut, and Pennsylvania with the approval of the employee's relevant vice president and the Executive Director of Human Resources.

If a fully remote work arrangement is approved, the pertinent supervisor and the employee will review and agree to certain job expectations. The employee may be required to attend events and be physically present on campus at times as part of their job requirement. The costs of transportation, lodging, and incidentals will be covered entirely by the employee and under no circumstances by Mercy University. See the full *Remote and Hybrid Work Policy*.

Residential Life Staff Apartment Policy and Agreement

Members of the Residential Life staff at Mercy University who live in one of the Residential Life apartments on campus are permitted to have one other adult occupant with whom an established commitment exists. The other adult occupant may not be an undergraduate student at Mercy University, nor under the age of 21 (including young children). All adult occupants must comply with the same background check conducted for employees. See the full *Residential Life Staff Policy and Agreement*.

Social Media Policy

Mercy University recognizes that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of social media, such as Facebook, LinkedIn, Twitter, Instagram, Pinterest, TikTok, blogs, and wikis. However, use of social media by employees and official University student clubs, organizations and athletic teams can pose risks to Mercy's confidential and proprietary information, reputation, and brands, can expose the University to discrimination and harassment claims, and can jeopardize the University's compliance with business rules and laws. To minimize these business and legal risks, to avoid loss of productivity and distraction from employees' job performance, and to ensure that the University's Information Technology (IT) resources and communications systems are used appropriately as explained below, Mercy University expects its employees and official student clubs, organizations and athletic teams to adhere to the following guidelines and rules regarding social media use. Apart from personal use of social media in accordance with this Policy, the University encourages its employees and students to participate responsibly in these media as a means of generating interest in Mercy's academic programs and promoting the University, so long as all of Mercy's rules and guidelines regarding social media usage are adhered to. If you are required to use social media as part of your job duties, please refer to the section entitled "Business Use of Social Media" below. See the full *Policy on Social Media*.

Solicitation and Distribution Policy

It is the policy of Mercy University to prohibit persons not employed by Mercy University to solicit or distribute literature on campus at any time for any purpose. The University has also established rules to govern employee solicitation and distribution of written materials, so that the University can maintain and promote a safe and efficient workplace and minimize non-work-related activities that could interfere with the University's daily operations. This policy is not intended to restrict communications or actions protected or required by state or federal law. Union employees should refer to their collective bargaining agreements (CBA) regarding the use of bulletin boards for union business. If there is any conflict between the terms of this policy and the CBA, the CBA will take precedence. See the full *Policy on Solicitation and Distribution*.

SECTION VII: Employee Paid Time Off and Leave Policy

Mercy University recognizes that employees occasionally need time away from the workplace to address personal needs and family obligations while maintaining balance with the requirements of their job. The following are the Paid Time Off (“PTO”) policies and Leave of Absence:

- Sick and Safe Leave
- Vacation Leave
- Holiday Pay
- Personal Time Leave
- Summer Days Pay
- New York State Paid Family Leave (PFL)
- Family Medical Leave Act (FMLA)
- Bereavement Leave
- Blood Donation Leave
- Bone Marrow Donation Leave
- COVID-19 Paid Sick Leave
- Crime Victims Leave
- Jury Duty Pay
- Long-Term Disability Leave (LTD)
- Military Service Leave
- Military Spouse Leave
- Pay for Closure Due to Inclement Weather or University Emergencies
- Public Health Emergencies
- Short-Term Disability Leave (STD)
- Voting
- Workers’ Compensation

The full policies above can be found in the University’s Employee Paid Time Off and Leave Policy, at <https://www.mercy.edu/media/mercy-college-employee-leave-policy>.

Employees should keep accurate records of their PTO time taken. All PTO balances are available on Banner Self-Service, accessible through Mercy Connect. Managers are provided with access through Time and Attendance recording to view the PTO balances for their employees.

Definitions

For purposes of this Policy, the following definitions shall apply for all PTO categories:

- “Eligible Employees” are defined as those who regularly and customarily are scheduled to work at least twenty (20) hours per week for a minimum of 1,250 hours or 36 weeks per year. This term applies to all PTO other than Sick and Safe Leave. All employees are eligible for paid Sick and Safe Leave.

- “Fiscal Year” shall mean from July 1 through June 30th.
- “Family member” is defined as an employee’s child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, and the child or parent of an employee’s spouse or domestic partner.
 - “Child” is defined as a biological, adopted, or foster child, a legal ward, or a child of an employee standing in loco parentis.
 - “Parent” is defined as a biological, foster, step, or adoptive parent, or a legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child.

Other Terms

- PTO for all categories will *not* be counted as hours worked for the purposes of determining overtime.
- The University reserves the right to alter or discontinue the provision of any of these benefits at any time, with or without notice, except as otherwise required by law.
- PTO taken in accordance with this Policy should be discussed in advance with management, when feasible, and notated appropriately on the employee’s timesheet.

Sick and Safe Leave

Under New York State law, employees are eligible for up to fifty-six (56) hours of paid leave per year for sick and safe leave, at the accrual rates set forth below. Employees may use accrued leave following a verbal or written request to the University for the following reasons impacting the employee or a member of their family for whom they are providing care or assistance with care for sick leave or safe leave as set forth below.

1. Sick Leave

- For mental or physical illness, injury, or health condition, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave; or
- For the diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or need for medical diagnosis or preventive care.

2. Safe Leave

Safe leave can be taken when the employee or employee’s family member has been the victim of domestic violence as defined by the State Human Rights Law, a family offense, sexual offense, stalking, or human trafficking due to any of the following as it relates to the domestic violence, family offense, sexual offense, stalking, or human trafficking:

- To obtain services from a domestic violence shelter, rape crisis center, or other services program;
- To participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee’s family members;

- To meet with an attorney or other social services provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
- To file a complaint or domestic incident report with law enforcement;
- To meet with a district attorney's office;
- To enroll children in a new school; or
- To take any other actions necessary to ensure the health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

3. Leave Accruals

All employees (including part-time employees) begin accruing paid sick time pursuant to this Policy at the start of their employment at a rate of one (1) hour for every thirty (30) hours worked. For certain employees, accruals will be at the monthly accrual rate set forth below (which is *not* in addition to the state mandated accrued amount up to fifty-six (56) hours per year):¹

Eligible Employees hired prior to July 1, 2002 will accrue sick leave benefits at the following rate:

- Clerical: 12 days per year (1.0 days for every full month of service)
- Technical: 24 days per year (2.0 days for every full month of service)
- Professional: 24 days per year (2.0 days for every full month of service)
- Administrative: 30 days per year (2.5 days for every full month of service)

Regular employees hired on or after July 1, 2002 will accrue sick leave benefits at the following rate:

- Clerical: 12 days per year (1.0 days for every full month of service)
- Technical: 12 days per year (1.0 days for every full month of service)
- Professional: 12 days per year (1.0 days for every full month of service)
- Administrative: 30 days per year (2.5 days for every full month of service)

The maximum number of unused sick days permitted to accumulate for all Eligible Employees (prior to and after July 1, 2002) are the following:

- Clerical: 120 calendar days
- Professional: 120 calendar days
- Technical: 120 calendar days
- Administrative: 180 calendar days

The following terms apply with respect to accruals:

- If an employee's benefits reach this maximum, further accrual of sick leave benefits will be held as overage until the employee has reduced the balance below the limit; at which

¹ UAW union employees should see the CBA.

time, the amount of time held as overage will be put towards replenishing the balance to the maximum accrued amount.

- Employees are only required to be credited with leave time for hours worked and not for hours spent using sick leave time under the law or any other paid time.
- Employees do not accrue leave for payments that are not for hours worked, such as bonuses or subject-to-call time. However, time that is considered “hours worked,” including on-call time, training time, and travel time, must be counted for the purposes of accruing leave.

See the full *Policy on Sick and Safe* leave regarding carryovers and usage, notice and documentation, and other provisions.

Vacation Leave

Mercy University provides vacation time benefits to Eligible Employees.

1. Accruals

Eligible Employees begin accruing vacation time pursuant to this Policy at the start of employment. Eligible Employees who work less than thirty-five (35) hours per week accrue vacation time on a pro-rated basis.

The amount of paid vacation time employees receive increase with the length of employment, and accrues on a monthly basis, as set forth in the following schedule:

- Clerical:
 - 1 to 5 years of service: 15 days/year, accrued monthly at the rate of 0.833 days
 - 5 to 10 years of service: 20 days/year, accrued monthly at the rate of 1.250 days
 - 10+ years of service: 20 days/year, accrued monthly at the rate of 1.667 days
- Technical/Professional:
 - 1 to 5 years of service: 15 days/year, accrued monthly at the rate of 1.25 days.
 - 5 to 10 years of service: 20 days/year, accrued monthly at the rate of 1.667 days.
- Administrative:
 - 20 days per year, accrued monthly at the rate of 1.667 days.

-2. Carryovers and Usage

- Full-Time Employees are allowed to carry five (5) days from one fiscal year to another.
- Employees will not be paid for any carry-over days when their employment ends with the University.

- Although vacation starts accruing during the probationary period, it cannot be used until the probationary period is successfully completed. An employee who leaves before the end of the probationary period will not be paid out for any accrued vacation time.
- It is preferable that vacation time be taken in half-day increments, though may be taken in hourly increments as necessary.
- Vacation time is paid at employees' regular rate of pay at the time of vacation.
- Upon separation of employment, employees will be paid for vacation time that is earned but unused during the fiscal year (July 1-June 30) as of the last day of work, provided the employee provides the University with **two (2) full weeks' written notice of their resignation** and does not owe time that was used but not accrued. Should the employee not provide the University with two (2) weeks' notice, the employee will forfeit the right to be paid for unused vacation time that has been earned. **In cases of termination of employment by the University, the employee will not be eligible for payment of unused and earned vacation time.**

See the full *Policy on Vacation Leave* including carryovers and usage, and notice and documentation.

Holiday Pay

Mercy University will provide paid holiday time to Eligible Employees. Eligible Employees who work less than thirty-five (35) hours per week receive pro-rated holidays to the number of hours per week that they work. If a recognized holiday falls during an eligible employee's regular shift, holiday pay will be provided. Mercy will grant paid holiday benefits to eligible employees on the holidays listed found in the Employee Information Center on Mercy Connect.

Personal Time Leave

Mercy University provides personal time benefits to Eligible Employees. Personal time shall be used for personal or household emergencies and should therefore not be used as vacation time or an extension of vacation or holidays. Personal days are not intended to be used as they are accrued.

Regular Employees who work thirty-five (35) hours or more per year are allotted three (3) personal days per fiscal year. It is preferable that personal time leave be taken in half-day increments, though may be taken in hourly increments as necessary. For more information, please refer to the *Policy on Personal Time Leave*.

Summer Days Pay

Mercy University will provide paid summer days off to Eligible Employees who work at least thirty-five (35) hours per week for 1,260 hours or thirty-six (36) weeks per year.

- Eligible Employees hired prior to September 1, 2008, will be eligible to take seven (7) Summer Days between May 1st and Labor Day as approved by their supervisor and consistent with business needs.
- Eligible Employees who are hired on or after September 1, 2008, will be eligible to take "Summer Days Off" as outlined in the schedule below:

The Friday before Memorial Day and

- After 1 full year of service: 1 day off
- After 2 full years of service: 2 days off
- After 3 full years of service: 3 days off
- After 4 full years of service: 4 days off (maximum)

New York State Paid Family Leave (PFL)

Mercy University provides job-protected paid family leave to employees in accordance with the New York Paid Family Leave Law and applicable regulations (hereinafter "PFL"), and the terms and conditions of this Policy. This Policy sets forth the eligibility requirements for leave, the conditions for using leave, the process for requesting leave, etc., as well as how PFL interplays with FML, Disability and other University leaves.

Eligibility

Employees are eligible to receive PFL benefits based on meeting the following criteria:

1. Employees who have a regular work schedule of twenty (20) or more hours per week and have been employed at least twenty-six (26) consecutive weeks prior to the date paid family leave begins, or
2. Employees who have a regular work schedule of less than twenty (20) hours per week and have worked at least one-hundred, seventy-five (175) days prior to the date PFL begins are eligible for PFL.

Employees are eligible for PFL regardless of citizenship and/or immigration status.

Entitlement

PFL is available to eligible employees for up to twelve (12) weeks on or after January 1, 2021, at 67% of the employee's average salary or 67% of the state average weekly wage, whichever is less as of January 1, 2021. Employees may elect to supplement PFL benefits up to their full salary with any accrued paid sick and vacation leave available to them, to the maximum extent permitted by applicable law.

See the full *Policy on Paid Family Leave* regarding qualifying reasons, payroll deductions, use of leave, requests for leave, the interplay with Short Term Disability Leave and the Family Medical Leave Act, job protection and benefits, leave not covered, and job protection.

Family Medical Leave Act (FML) Leave of Absence

The Family Medical Leave Act (FML) entitles eligible employees 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 employee had not taken the leave.

Eligibility

FML leave is available to “eligible employees” as defined by law. To be eligible, an employee must have:

1. Been employed by the University for at least twelve (12) months (which need not be consecutive); and
2. Worked for at least 1,250 hours during the twelve (12)-month period immediately preceding the requested commencement of the leave. Note: Only periods of actual work time count toward the determination of whether the employee has worked at least 1,250 hours during the preceding twelve months; periods of unpaid or paid leave, holidays, sick, etc. are excluded.

Leave Entitlement

Employees who are eligible are provided with up to twelve (12) weeks of unpaid job-protected leave during the designated leave year for anyone, or for a combination, of “qualifying reasons”:

See the full FML policy regarding qualifying reasons, the use of leave, University and employee responsibilities, benefits and protections, and the complaint process.

Bereavement Leave

Mercy University provides bereavement leave benefits to Eligible Employees who experience the death of a family member, as defined in Section II. For the purposes of Bereavement Leave only, a family member shall also include brother-in-law and sister-in-law.

The number of days for which an Eligible Employee may receive bereavement leave per deceased family member is as follows:

- Up to five (5) paid days per year will be granted for the death of a spouse, domestic partner, child, stepchild, son-in-law, daughter-in-law, grandchild, parent, stepparent, or sibling.

- Up to two (2) paid days per year will be granted for mothers-in-law, fathers-in-law, brothers-in-law, sisters-in law, nieces, nephews, and grandparents.

Bereavement leave is pro-rated for Eligible Employees who work less than thirty-five (35) hours per week. Employees who wish to take bereavement leave should notify their supervisor as soon as practicable as to the need for the leave. An employee may request vacation time, personal time, or unpaid leave for any other close relationship of up to five (5) days, to a maximum of ten (10) days per year.

Blood Donation Leave

Employees who work on average twenty (20) hours or more per week are permitted the following unpaid leave (or paid personal or vacation time if accrued) under NYS Labor Law §202-j:

- Three (3) hours of leave in any twelve (12)-month period to donate blood off of the University's premises, or
- To donate blood during work hours at least twice each year at a convenient time and place set by the University, which includes at a blood drive at the University.

Employees are required to provide notice of their intent to take blood donation leave:

- Three days in advance if the leave is for off-premises blood donation, or
- Two days in advance if the leave is for blood donation at a convenient time and place set by the employer.

In the case of an emergency where an employee needs to donate blood for their own surgery or the surgery of a family member, the University must provide reasonable accommodations for a shorter notice period. See the *Policy on Blood Donation Leave*.

Bone Marrow Donation Leave

Under New York State Labor Law §202-a, employees who work on average twenty (20) hours or more per week may take unpaid leave (or paid personal or vacation time if accrued) in order to donate bone marrow as well as to recover from the procedure and for resulting medical care. The University may ask for medical documentation detailing the purpose and length of the requested bone marrow leave. An employee should provide at least twenty-four (24) hours' notice to an employer of a scheduled bone marrow donation and, in the case of an unscheduled bone marrow donation, as soon as possible upon receiving the request for donation.

Pay for University Closure Due to Inclement Weather or Emergencies

Eligible Employees shall receive regular pay for days in which the University provides official notice of closure of the particular campus for which an employee is assigned, due to inclement weather or another emergency or dangerous situation. Essential employees—which generally will include facilities staff, though may include other employees depending on the type of

emergency—may be required to work on such days. Essential employees will be informed in a timely manner when they are expected to come to work. It is expected that all other (non-essential) employees will, to the greatest extent practicable, make every effort to work remotely in an effort to carry on University business as usual during such days. Regular employees who work less than thirty-five (35) hours per week are paid for such University closures on a pro-rated basis.

COVID-19 Paid Sick Leave (a.k.a. “Quarantine Leave”)

Under legislation signed by Governor Cuomo effective January 1, 2020, employees shall be provided with at least 14 days of paid sick leave while they or their minor dependent child are on a mandatory or precautionary order of quarantine or isolation issued by the State of New York, department of health, local board of health, or any governmental entity duly authorized to issue such order due to COVID-19 under certain conditions.

Crime Victims Leave

Under New York State Penal Law § 215.14, employees who are victims of a crime or who are subpoenaed as a witness in a criminal proceeding are eligible for unpaid leave (or paid personal or vacation time if accrued).

Military Service Leave

Under New York State Military Law § 317, all non-temporary employees may be entitled to reemployment following military service. Employees are entitled to leave in order to fulfill their obligations to the armed forces, National Guard and military reserves. This includes participation in drills and other equivalent training, reserve training, instruction, annual full-time training duty, active duty for training or other annual training.

Military Spouse Leave

Under New York Labor Law §202-i, an employee who works on average twenty (20) hours or more is entitled to take up to ten (10) days unpaid leave (or paid personal or vacation time if accrued) without advance notice or certification if they are the spouse of a member of the armed forces of the United States, the National Guard or military reserves who has been deployed during a period of military conflict to a combat theater or combat zone.

Jury Duty Pay

Eligible Employees receive regular pay for days during which they serve on jury duty, including but not limited state and federal jury duty, and state and federal grand jury duty. The University reserves the right to review any notices provided to appear for jury duty. Part-time employees are paid for jury duty on a pro-rated basis.

Long-Term Disability Leave (LTD)

The University's Long-Term Disability Plan (administered by an outsourced carrier) provides an important financial safety net to eligible employees unable to work because of debilitating illness or injury. Employees are enrolled in long-term disability coverage automatically. LTD benefits continue as long as the employee remains disabled or until the maximum benefit period has been reached at their social security normal retirement age (SSNRA). For employees who are age 60 or over at the time the disability begins, the maximum benefit period is the later of the employee's SSNRA or 5 years from the date the employee became disabled.

The LTD plan pays a monthly benefit equal to 60% of the employees' regular monthly income at the time of disability and up to a maximum monthly benefit of \$20,000. The paid benefit is reduced by any amount of money the employee receives from the following:

- Workers' compensation
- Federal social security disability
- Retirement
- No-fault auto insurance lost wage benefits
- Employer salary continuation

Public Health Emergencies

Westchester County Local Law No. 10623-2018 and New York City Law A.C. Title 20, Chapter 8, permit employees who work more than eighty (80) hours in a calendar year to use up to fifty-six (56) hours per year of paid sick time for an employee (which time runs concurrent with paid sick leave in Section II above) in the following circumstances:

1. An employee's place of business, or child's day care, elementary or secondary school is closed due to a public health emergency; or
2. A public health authority determines the presence of an employee or family member in the community may jeopardize others' health because of the individual's exposure to a communicable disease, whether or not the individual has actually contracted the communicable disease.

Short-Term Disability (DL) Leave

Mercy University provides benefits and partial compensation for eligible employees who are unable to work for qualified health reasons unrelated to workers compensation.

Employees typically use accrued sick and personal leave (if available) to cover lost wages for the first seven (7) calendar days of a disability-related absence. After the seven (7) calendar day waiting period, employees receive 50% of their base pay (or \$170—the lesser amount) for the time they are medically approved as disabled from work, up to a maximum of 26 weeks in any 52-week

period (or approximately six (6) months) and they are entitled to the same position or substantially the same position as when they went out on the leave.

Eligible employees may use accrued sick leave, personal leave and/or vacation time to supplement the other 50% pay. The employee will also receive holiday pay for any holiday that falls during a period of approved disability.

Employees may choose to use these days together or return to work up to half-time, and receive 50% pay for the time not worked with agreement from the employee, their physician, the employee's supervisor, and the Office of Human Resources. Leave accruals may still be used to supplement this partial disability time. If an employee exhausts all of their DL benefits, they may be approved for long-term disability. As noted above, however, DL and PFL benefits may not be used concurrently.

PTO to Vote

All employees are eligible for the following PTO:

1. If a University employee is a registered voter and does not have sufficient time outside of their scheduled working hours, within which to vote on any day at which they may vote, at any election, the employee may, without loss of pay for up to two (2) hours, take off so much working time as will, when added to their voting time outside his or her working hours, enable the employee to vote.
2. If an employee has four (4) consecutive hours either between the opening of the polls and the beginning of his or her working shift, or between the end of his or her working shift and the closing of the polls, they shall be deemed to have sufficient time outside his or her working hours within which to vote. If he or she has less than four (4) consecutive hours he or she may take off so much working time as will, when added to his or her voting time outside his or her working hours enable him or her to vote, but not more than two (2) hours of which shall be without loss of pay, provided that he or she shall be allowed time off for voting only at the beginning or end of his or her working shift, as the employer may designate, unless otherwise mutually agreed.

Workers' Compensation

The University's Workers' Compensation program provides payments for medical treatment and wages lost as a result of a work-related illness or injury. All Employees are covered by Workers' Compensation.

If a physician considers an employee "disabled," the employee will continue to receive their regular salary during the first thirteen (13) weeks of disability. However, state law requires a seven

(7) calendar day waiting period before workers' compensation goes into effect. During this waiting period, the employees' accumulated sick leave can be used. If they have no accumulated sick leave, they may use vacation time to assure continuation of full salary during this time. If the disability exceeds 14 calendar days, the sick leave or vacation time used during the first week will be returned to the employee.

A benefit-eligible employee's position, or an equivalent, is held for a combined total of twenty-six (26) weeks of any medical leave (182 days) during any twelve (12)-month period. If the employee returns to full duty within this twenty-six (26)-week period, they are entitled to their job upon returning to work. Once this twenty-six (26)-week period has elapsed, the employee's department is no longer required to hold the employee's position, and it may be filled at the department's discretion.

Workers' Compensation has no limit on how long an employee receives a benefit. Therefore, the employee may receive Workers' Compensation for the first six (6) months of leave, and then, if approved, long-term disability will begin. If you continue to receive Workers' Compensation after LTD begins, the monthly benefit you receive from the LTD plan is reduced by the amount you are receiving in Workers' Compensation benefits.

See the full Policy on Worker's Compensation regarding filing a claim and returning to work.

SECTION VIII. OTHER EMPLOYEE BENEFITS

Mercy University recognizes the value of benefits to employees and their families. The University supports employees by offering a comprehensive and competitive benefits program. For more information regarding the benefit programs, please refer to the Mercy University Employee Benefits Guide, which can be found on Mercy Connect in the Employee Hub or contact the Office of Human Resources. To the extent any of the information provided here conflicts with the Mercy University Employee Benefits Guide or full plan document, the full plan document will take precedence.

Employee Assistance Program

The Employee Assistance Program (EAP), aka *ComPsych*, is a resource designed to provide highly confidential and experienced help for employees in dealing with issues that affect their lives and the quality of their job performance. Mercy University wants employees to be able to maintain a healthy balance of work and family that allows them to enjoy life. The EAP is a confidential counseling and referral service that can help employees successfully deal with life's challenges.

Group Life Insurance

Mercy University provides life insurance for full-time employees who work a minimum of 30 hours per week. Employees are eligible for this benefit on the first of the month following 30 days of service. The life benefit is equal to an employee's annualized base rate. The cost of this coverage is paid for in full by the company.

Holidays

Mercy University offers a full schedule of holidays. Please see the annual Holiday Schedule posted on Mercy Connect on the Employee Hub.

Medical, Dental, and Vision Insurance

Full-time employees working 30 hours or more per week are eligible for insurance on the first of the month following 30 days of service. To keep coverage in force, every insured employee must work a minimum of 30 hours per week.

Tuition Exchange Policy

Tuition Exchange (TE) is a reciprocal scholarship program involving a consortium of more than 600 colleges and universities which agree to sponsor an established number of employee children as prospective candidates for TE scholarships at other participating institutions, while also agreeing to host an equal number of students on their campuses. The receiving school determines the amount of the scholarship award, not Mercy University or Tuition Exchange. Because Mercy must balance the number of TE students it "exports" to other member institutions with those it "imports" for enrollment at Mercy University, there are a limited number of eligible slots available each year for Tuition Exchange. Information about the Tuition Exchange Program can be found online at: www.tuitionexchange.org. Please see Mercy's full *Policy on Tuition Exchange*.

Tuition Remission Benefits Policy

Mercy University provides a competitive education to students and extends that formal education opportunity to employees, and their spouses/domestic partners and dependents, at a reduced tuition rate through this Tuition Remission Benefits Policy for Mercy University Employees. Outlined below is a summary of the benefits provided to employees who have completed their 90-day introductory period (except for adjunct faculty covered by the CBA with the SEIU). The benefits apply to Mercy University tuition charges only; all fees including (but not limited to) registration, books, labs and housing must be paid by the employee.

While this Policy is the general outline of the Mercy University Policy regarding tuition benefits for employees, **the following exclusions apply:**

- Union employees should refer to the UAW Local 2110 Collective Bargaining Agreement (CBA) or the SEIU Collective Bargaining Agreement for additional information on this benefit. If any provisions in this Policy or the CBA conflict, the CBA shall take precedence for union employees.
- This benefit does not apply to graduate student workers who are primarily students and work on-campus to support their education.
- This benefit does not apply to tutors or other similarly situated employees.
- This Policy applies only to credit-bearing courses at Mercy University. In no case shall tuition remission be provided to any employee taking courses in Mercy's non-credit bearing program(s).
- Tuition remission shall not be granted for any of the graduate programs or courses in the School of Health and Natural Sciences, except in select programs, with advanced approval by the School Dean.

See the full *Policy on Tuition Remission* regarding applications and limitations.

Tuition Reimbursement for Faculty

This Policy represents the University's support for existing and newly appointed Core Faculty members who were appointed under the Faculty Handbook based on their research and professional accomplishment and without terminal degrees to pursue graduate study at institutions other than Mercy University for completion of terminal degrees in their discipline.

Core faculty members who are seeking a terminal degree can apply for tuition reimbursement by filling out the application form and submitting it for signed approval to their Dean/ Director of Libraries, followed by the Provost. The field of study listed in the application must be related to the discipline in which the faculty member teaches, and the institution of study where the terminal degree is being sought must be regionally accredited. In addition, the quality of the program and the needs of the University are factors that shall be considered by the Provost in making a final determination, after consultation with the applying faculty member, the disciplinary faculty, the Dean/Director of Libraries, and the President. Applications are accepted once a year with a deadline of April 1st. See the full *Policy on Tuition Reimbursement for Faculty Pursuing a Terminal Degree*.

Voluntary Benefits

Mercy University offers a variety of voluntary benefits, that can be found on Mercy Connect, in the Employee Hub. Mercy University encourages employees to use this valuable service whenever they have such a need. Employees who choose to use these services are assured of confidentiality. For questions or additional information about this benefit, contact the Office of Human Resources.

403(B) Retirement Plan

Mercy University recognizes the importance of saving for retirement and offers eligible employees a 403(B) plan. Eligibility, vesting, and all other matters relating to these plans are explained in the Summary Plan Description (SPD) that can be obtained on Mercy Connect on the Employee Hub or from the Office of Human Resources.

SECTION IX. GENERAL MERCY UNIVERSITY POLICIES

Contracts Policy

It is the policy of Mercy University to engage in business transactions that offer not only the best value for the University, but the best services to support the mission of educating its students. With that, the University supports sustaining and promoting a procurement environment based on the understanding that University departments and schools are best positioned to determine their operational needs. The purpose of this Policy is to outline the guidelines by which departments and schools must operate to ensure best business practices, regulatory compliance, and obtaining the best value in the sourcing of products in services, while still maintaining some flexibility depending on the particular needs of a school or department. The guidelines set forth in this Policy are specific to two University-wide transaction types: Business Transactions and Non-Business Transactions. Section I Business and Non-Business Transactions at Mercy; Section II details the purchasing guidelines and thresholds for these transactions; and Section III describes the contracts review, approval and signatory process relating to these transactions. See the full *Policy on University Contracts and Procurement*.

Facilities License Policy and Agreement

The purpose of this policy is to set forth the guidelines for events held by External Groups on any Mercy University (“Mercy” or the “University”) campus or property. For the purposes of this Policy, “External Groups” are any group, organization, person, or program not affiliated with the University requesting use of the University’s facilities, resources and/or property (hereinafter referred to collectively as “facilities”) for an event, activity, conference, workshop, meeting, or seminar that is not a University function. All requests by any External Group to conduct any activity on the University’s campuses or locations must be submitted in advance to the Director of Community Programs and Events for approval before any agreements or contracts are undertaken with the External Group. This document is intended to summarize the standard policies required for facilities reservations and to manage the usage of the University’s facilities for External Groups. See the full Mercy University *Facilities License Policy for External Groups*.

Off-Campus Instruction

As the University carries forth its mission of providing educational access to underserved and working students by expanding offered courses taught at off-campus locations, it must also balance its mission with its commitment to complying with all accreditation standards, federal and state laws, and regulations, as well as University policies. In particular, all courses as part of any University program taught at off-campus locations other than the Mercy University main campus, branch campuses (“Mercy University Campus”) or fully distance learning have a set of compliance requirements to which the University must adhere. As such, this Policy sets forth that course offerings at off-campus locations must comply with the specific program structure and processes

for approval of required for courses offered at a Mercy University campus and will be subject to the same rigorous academic and administrative oversight. These requirements must be put in place before offering or advertising any course offered at an off-campus location. See the full *Policy and Procedures Relating to the Approval and Administration of Off-Campus Instruction*.

Parking Policy

Mercy University has created parking regulations to help provide an efficient and safe environment for drivers and pedestrians at all campuses. All students, faculty and staff are required to register each vehicle and display a valid Mercy University parking permit (i.e., decal) in order to drive or park a vehicle on all campuses, except Manhattan. Registering a vehicle implies an understanding of the following:

- Parking is provided on a first-come first-serve basis.
- Any vehicle not bearing a valid permit or parked illegally is subject to being immediately ticketed, immobilized and/or towed away at the owner's expense.
- Parking privileges may be refused or revoked at the discretion of the University at any time.
- Under no circumstances shall Mercy University be responsible for loss or damage to any vehicle, its contents or equipment while parked on University grounds.

Union employees should also refer to the UAW Local 2110 Collective Bargaining Agreement (CBA) for additional information. If any provisions in this Policy or the CBA conflict, the CBA shall take precedence for union employees. See the full *Parking Policy*.

Succession Planning Policy

Recognizing that management changes are inevitable, Mercy University maintains a succession plan to provide continuity in leadership and avoid extended vacancies in key positions. Mercy University's succession plan is designed to identify and prepare candidates for high-level management positions that become vacant. It is the policy of Mercy University to assess the leadership needs of the institution to ensure the selection of qualified leaders that are diverse and a good fit for the organization's mission and goals and have the necessary skills for the organization. See the full *Succession Planning Policy*.

Travel and Expense Policy

Mercy University's (the University) Travel and Expense Policy has been developed to provide employees on official University business with guidelines for cost-effective travel and ease/efficiency of recording travel expenses. "Travel Expenses" are the ordinary and necessary costs of traveling away from your home base on behalf of the University, which may require overnight stay. See the full *Travel and Expense Policy* for further details regarding expenses covered, documentation required, reimbursements, required approvals, etc.

COVID-19 Vaccination Policy

COVID-19 continues to be a dangerous respiratory disease. Nevertheless, based on the U.S. Department of Health and Human Services decision to end the COVID-19 federal health emergency on May 11, 2023, Mercy University is no longer requiring proof of the COVID-19 vaccine or booster effective May 11, 2023, except that all faculty and staff whose job functions relate to work in clinical settings in the School of Health and Natural Sciences and School of Nursing are required to show proof of the recommended COVID-19 vaccine and booster, as per the [CDC Guidelines](#).

Employees who are required to provide proof of the COVID-19 vaccine and booster have the right to seek an exemption to the COVID-19 vaccine under the following circumstances:

- 1) Due to an allergy or medical contraindication to receiving the vaccine. They must provide the exemption form and physician's statement (see below); or
- 2) Due to a sincerely held spiritual or religious belief, practice, or observance. They must provide a statement.

Note, however, that while the University may grant an exemption, the off-campus clinical site may not provide such exemption. See the full Covid-19 Vaccination and Mask Policy.

Vehicle Use Policy

This policy sets forth rules and procedures governing the safe and proper use of vehicles that are utilized in furtherance of Mercy University business or sanctioned functions. The policy is designed to secure to the greatest extent possible the safety of drivers, passengers, and pedestrians while members of the University community effectively carry out University business. As such, all drivers of Mercy University motor vehicles are expected to follow the rules and procedures outlined in the policy and to abide by all campus regulations and all local, state, and federal laws. Please see Mercy's full *Policy on Vehicle Use*.

Visitors

It is expected that all visitors to Mercy University campuses engage in courteous and respectful behavior towards others, and to property, while on campus, and to abide by all standards of behavior as it relates to all University uses and activities. The Visitors Policy sets forth the permitted uses and prohibited uses of University property on the part of all visitors to the University, whether they are here for purposes related or unrelated to the business operations of the University. See the full *Visitors Policy*.

SECTION X. STUDENT-RELATED POLICIES

Marketing of Credit Cards to Students

Mercy University (the “University”) prohibits the advertising, marketing, or merchandising of credit cards on the Mercy University campus to students except in strict compliance with this Policy. Except as otherwise permitted in this Policy, credit card advertising or solicitation to students is not permitted on University campus. This includes advertising or solicitation at campus vendor tables, as well posting or distribution of applications, fliers, posters, handbills and signage (electronic and otherwise) in University facilities. The University's e-mail system or web pages may not be used for advertising or solicitation of credit cards to students. Banks, credit unions and other businesses approved to be present at student orientations/opening of school weeks or other campus activities may not provide credit card applications to students during those events. No campus employee, student group, or campus department may accept financial support or other goods and services from credit card issuers or vendors in exchange for allowing them to market credit cards to students. See the full *Policy Prohibiting the Marketing of Credit Cards to Students*.

Student Complaint Policy

Mercy University takes all complaints made by students seriously, and believes that all complaints should be reviewed thoroughly, and addressed appropriately. Students may wish to make a general complaint that does not fall within other University policy such as the *Sexual Misconduct Policy* or *Non-Discrimination Policy*. The purpose of this Policy is to provide a process whereby current students can file a complaint with the University in circumstances where the student feels that the matter cannot be resolved informally, including but not limited to:

- Complaints against faculty in academic settings;
- Complaints relating to other employees, contractors or vendors for misconduct or unprofessional behavior;
- Complaints in connection with student services such as billing, tuition and financial aid;
- Complaints related to University services, such as food services, residential life, athletics and/or health and wellness; or
- Consumer complaints

See the full *Policy and Procedures for Addressing Student Complaints*.

Solomon Amendment

The **Solomon Amendment** is a federal law that requires the following:

(1) the Secretary of a military department or the Secretary of Homeland Security shall gain access to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting in a manner that is at least equal in quality and scope to the access to

campuses and to students that is provided to any other employer; or (2) military recruiters for purposes of military recruiting shall have access to the following information pertaining to students (who are 17 years of age or older) enrolled at that institution (or any sub-element of that institution):

- (A) Names, addresses, and telephone listings.
- (B) Date and place of birth, levels of education, academic majors, degrees received, and the most recent educational institution enrolled in by the student.

Please see the full *Policy on the Solomon Amendment*.

Withholding Student Transcripts

Mercy University provides a competitive education to students. The University recognizes, in accordance with New York State law, that students should not be penalized based on their debt owed to the University by having their transcript or diploma withheld from them by the University. This includes any currently enrolled students as well as past students. As such, this Policy prohibits the University from doing so with any outstanding debt owed to the University. The University may, however, prevent an enrolled student (except in bankruptcy matters) from registering for new classes, or former student from re-enrolling, until the debt has been paid in full.

In addition, the University understands students may incur bankruptcy. Students under automatic stay protection may obtain their transcripts and are permitted to register for classes but prohibited to incur any additional debt. Post-petition registration payment terms are due upon registration of classes. Failure to establish a method of payment for post-petition registration is subject to Mercy University administratively withdrawing the student. Students who are not in default on federal and/or state student loans may use federal, state and University financial aid awards to pay the post-petition. In no circumstance, however, shall the University attempt to collect outstanding payments during the pendency of a bankruptcy or after the debt to the University is relieved. See the full *Policy on Withholding Student Transcripts*.

SECTION XII. DISCLAIMER

This Handbook does not create or imply an employment contract, nor does it in any way limit the University's right to terminate employment at-will. In addition:

1. University Management reserves the right to supplement, modify, or abolish its personnel policies, manuals, or handbooks in its discretion and without notice;
2. These Handbook provisions do not constitute an employment contract for any period of time or a fixed duration;
3. Employee hires other than for a mutually-agreed period of time as set forth in a separate writing are employed-at-will, and may terminate their employment, or be terminated, at any time for any reason; and
4. The provisions of the handbook supersede all other guidance to employees, whether written or oral.
5. The University regularly updates policies, which can be found on Mercy Connect and at <https://www.mercy.edu/about/mercy-University-policies>. The University reserves the right to make any and all changes to its policies, at any time in its discretion.

SECTION XIII. EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I hereby acknowledge receipt of the Employee Handbook of Mercy University. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the Handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither it, University practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the Handbook and those communicated to me in any other fashion, are subject to interpretation, review, and change by University administration at any time without notice.

I further agree that neither this document nor any other communication shall bind the University to employ me now or hereafter and that my employment may be terminated by me or the University without reason at any time. I understand that no representative of the University has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment, or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the Director of Human Resources may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the Director of Human Resources.

The University regularly updates policies, which can be found on Mercy Connect and at <https://www.mercy.edu/about/mercy-University-policies>. The University reserves the right to make any and all changes to its policies, at any time in its discretion. I understand and agree that it is my responsibility to review any changes or updates to policies as may occur from time to time.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE