

## **IV. HIRING AND RETENTION**

### **A. Proof of Citizenship**

Tulane is committed to employing U.S. citizens and aliens authorized to work in the United States. Tulane does not discriminate on the basis of citizenship or national origin. All new employees must complete a Form I-9 and provide documentation establishing identity and eligibility to work in the United States. Former employees who are rehired must also complete the form if they have not completed an I-9 with Tulane within the past three years or if their previous I-9 is no longer valid or has not been retained. You are expected to complete the Form I-9 prior to or on your first day of work. If you are unable to provide the necessary documentation within three (3) days following your first day of work, you are not eligible to work and may be terminated. If your original employment authorization is due to expire, Tulane will re-verify your eligibility to work. If your eligibility cannot be re-verified, you may be terminated.

### **B. Pre-Employment Background Investigations**

The University conducts pre-employment background investigations on all applicants to whom a job offer has been extended. Employment is conditioned upon the results of such investigations. Investigations are conducted to verify the accuracy of an applicant's employment and academic information and to identify an applicant's job-related accomplishments, skills and abilities that establish his or her qualifications for the position. Some positions may require additional investigation, which may involve obtaining credit information, reviewing motor vehicle records and/or performing drug tests. The University reserves the right to conduct any other background investigation necessary to ascertain the suitability of the applicant. The University may utilize the services of a third party investigative service to perform these background investigations.

If you have a criminal history or have been convicted of a crime, you are not necessarily precluded from employment. In evaluating your suitability for employment, Tulane will consider the nature of the offense, its relevance to the position and the implications for the general safety and security of the University community.

If you are currently employed by the University and are convicted of a crime or enter a plea of no contest or a guilty plea, you must notify your supervisor within five (5) days. A criminal conviction that is relevant to your position may be grounds for termination or reassignment. Your failure to report is grounds for disciplinary action, up to and including termination.

Background investigations may also be conducted on a current employee who applies for and is offered a position for which background investigations are required.

All applicants and, if necessary, employees are required to sign release forms authorizing background investigations. If you refuse to sign a release form, you will be eliminated from further consideration for employment or promotion.

All information obtained during the course of a background investigation is kept strictly confidential by the University to the extent required by law.

Providing false, misleading or erroneous information in an employment application or supporting materials or during an interview is grounds for non-selection of an applicant or immediate termination of employment.

### **C. Physical Examinations**

The University requires that applicants for certain positions to whom a conditional job offer has been extended undergo a physical examination. Physical examinations are mandatory only for those jobs that require specific physical abilities or fitness levels to perform. The University retains the right to revoke conditional offers of employment when the physical examination indicates that an applicant cannot safely perform the job, even with reasonable accommodation.

The University takes all necessary steps to safeguard the confidentiality of all medical information, including physical examination and test results. Any records containing medical information about job candidates shall be maintained by the Office of Human Resources in secure files separate from the University's general personnel files. Access to medical information in these separate files is restricted to individuals with a valid and documented need to know.

All new hires that must undergo a physical examination are asked to sign forms consenting to the release to Tulane of all medical information from the examination that is relevant in determining fitness or ability to perform essential functions of the job.

All examinations and tests are conducted on a nondiscriminatory basis and in conformance with requirements of the Americans with Disabilities Act and other federal, state, and local laws guaranteeing equal employment opportunities to individuals with disabilities and members of other protected groups.

### **D. Nepotism**

The purpose of this policy is to help ensure that personal relationships between employees do not interfere with or disrupt the University's operations or jeopardize the working relationships of University employees. For purposes of this policy, the term "personal relationship" means a relationship between persons by blood, marriage, adoption and domestic partnership. It also includes co-habitants and individuals involved in a consensual sexual or romantic relationship.

To help ensure that University employees and prospective employees are evaluated on the basis of individual merit, professional qualifications and performance, the following basic restrictions shall be observed when current employees have a personal relationship or a current employee has a personal relationship with a prospective employee:

1. *A supervisor/subordinate relationship.* An employee shall not supervise, evaluate, influence the evaluation of, or make decisions regarding the terms and conditions of employment of an employee with whom he has a personal relationship.
2. *An actual conflict of interest or the appearance of a conflict of interest.* An employee shall not serve in any capacity which creates an actual conflict of interest or the appearance of a conflict of interest with the University because of a personal relationship between the employee and another employee.

This policy applies to all employment decisions, such as hiring, promotion and transfer decisions, for all job classifications, including student employment. Employees who become involved in a personal relationship that violates this policy shall immediately notify their supervisor or the Office of Human Resources. The University reserves the right to determine if a personal relationship should prohibit employment, promotion or transfer in a particular situation.

#### **E. Employment of Minors**

Federal regulations and state laws impose restrictions and strictly govern the employment of minors. Louisiana law requires that prior to employment of a minor, an Employment Certificate be executed and filed with the Louisiana Department of Labor. Tulane is required to keep the Employment Certificate on file and accessible on the job site or immediate work area. Under Texas law, a minor is required to present a proof of age certificate. Departments should consult the Office of Human Resources for assistance prior to hiring a minor. Minors under 16 years of age generally will not be employed by the University.

#### **F. Introductory Period**

Your first six (6) months of employment are considered an introductory period during which time your work performance and suitability for employment are evaluated. The introductory period will end after six (6) months of continuous service without a break in service. Time on leave, with or without pay, is not counted towards completion of the introductory period. New employees and rehired employees are all subject to the introductory period.

Employment is not guaranteed for the duration of the introductory period and an employee may be terminated at any time during the introductory period or thereafter without notice. Such termination shall not be subject to the University's disciplinary or grievance procedures. Successful completion of the introductory period does not guarantee continued or permanent employment.

Under extenuating circumstances (for example, if your supervisor changes), a department may, after consultation with the Office of Human Resources, extend your introductory period for a specified period of time not to exceed ninety (90) days.

#### **G. Anniversary Date**

The first day you are required to report to work is your anniversary date. Your anniversary date is used to compute eligibility for certain benefits, leaves and other programs described in this Handbook.

#### **H. Performance Reviews and Salary Adjustments**

Performance reviews are a means of formally documenting your performance and identifying ways you can contribute to the University's success and your own professional growth. Communication is very important in this process. You are encouraged to be an active participant in the review process, to examine how you are performing your job and to work with your supervisor to set goals for your future.

Your supervisor will formally review your performance at least once each fiscal year. A performance review may also be conducted in the event of a promotion or a change in your duties and responsibilities. If you have questions about the performance review process, please do not hesitate to talk to your supervisor.

Your wage or salary level may be adjusted based on merit. Wage and salary increases are provided in the sole discretion of the University, and are not guaranteed. You are not eligible for wage or salary review during your introductory period.

Your performance reviews are kept in your personnel file which is maintained by the Office of Human Resources.

#### **I. Transfers and Promotions**

It is the policy of the University to promote from within when appropriate. The intent of this policy is to provide you with opportunities for promotion and professional advancement.

Staff employment opportunities within the University are listed in the Office of Human Resources, on its web site and various other locations throughout the University. Advertised positions are listed for a minimum of five (5) working days before they are filled. If you are terminated following a transfer or promotion, you are not entitled to be reinstated to the position you held prior to the transfer or promotion.

If you have any questions regarding your eligibility for an available position, please contact the Office of Human Resources.

**J. Break in Service**

In general, eligibility for vacation and sick leave is calculated based on your most recent date of hire even if you were previously employed by the University. However, if you voluntarily resign and are rehired within thirty (30) days of termination, you return to employment at the University with the same vacation and sick leave accrual rate you had when you terminated. If you are laid off and are rehired within one (1) year of the date of termination, you return to employment at the University with the same accrual rate of vacation and sick leave you had when your employment was terminated.