

UNIVERSITY STUDENT UNION

# Employee Handbook



USU Board of Directors Approved - June 9, 2014



California State University  
**Northridge**

## ***WELCOME!***

Welcome to the University Student Union! Whether you're brand new to University Student Union employment, or a more seasoned member of our organization's team, we're glad to have you on board!

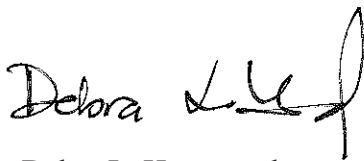
As a non-profit auxiliary operating on the campus of California State University, Northridge, the USU exists for the purpose of providing services and amenities to the CSUN community, as well as the San Fernando Valley at-large. Regardless of your job title or whether you work at the University Student Union, the Satellite Student Union or the Student Recreation Center, USU employees are joined by our commitment to excellence, and to providing high quality service to all we serve.

The USU's success is built by innovative and hard-working employees willing to make suggestions and think outside the box. Our hope is that all of our employees will use the opportunities available to them, through their USU employment experience, to grow their knowledge and skills and develop both personally and professionally. We want the USU to be a source of inspiration and pride to each and every member of our employment team.

This handbook is a resource to assist employees in understanding key policies, procedures, rules and regulations. It should be used as a ready-reference to answer many employment-related questions and to assist in ensuring the fair treatment of all employees. The USU values our work force and the contributions of all employees.

Again, welcome! We look forward to working with you.

Sincerely,



Debra L. Hammond  
Executive Director



Kristen Pichler  
Human Resources Officer

## TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>MISSION</b> .....   | <b>1</b>  |
| <b>VALUES</b> .....  | <b>2</b>  |
| <b>GENERAL DEFINITIONS</b> .....   | <b>3</b>  |
| <b>SECTION 1: EMPLOYMENT POLICIES</b> .....  | <b>4</b>  |
| About This Handbook.....   | 4         |
| Employment At The USU .....  | 4         |
| Employment Eligibility .....   | 5         |
| Equal Employment Practices .....   | 5         |
| Unlawful Harassment .....  | 5         |
| Sexual Harassment .....  | 6         |
| National Origin, Race and Other Forms of Harassment .....  | 6         |
| Preventing Sexual and Other Forms of Harassment .....  | 6         |
| False Claims of Harassment .....   | 7         |
| Prohibition Against And Duty To Disclose Romantic Relationships.....                             | 7         |
| Employee’s Duty to Disclose Benefits Received .....  | 7         |
| Liability For Sexual Or Other Harassment .....   | 7         |
| Anti-Retaliation Policy .....  | 8         |
| Additional Enforcement Information .....   | 8         |
| Whistleblower Protection and Non-Retaliation Policy and Procedure for Reporting Complaints ..... | 9         |
| Open Door And Conflict Resolution Policy .....   | 9         |
| Arbitration Policy .....   | 10        |
| Background Checks And Investigations .....   | 10        |
| Medical Examinations .....   | 11        |
| <b>SECTION 2: EMPLOYMENT PRACTICES AND PROCEDURES</b> .....                                      | <b>12</b> |
| Establishment Of Positions .....   | 12        |
| Position Classifications.....  | 12        |
| Employee Classifications.....  | 12        |
| Job Duties .....   | 13        |
| Working Hours And Schedules .....  | 13        |
| Overtime .....   | 14        |
| Make-Up Time .....   | 14        |
| Timekeeping Procedures .....   | 15        |
| Payment Of Wages .....   | 15        |
| Payment Of Exempt Employees .....  | 15        |
| Performance Evaluations .....  | 15        |
| Personnel Records .....  | 16        |
| Voluntary Terminations .....   | 16        |
| Promotion, Reclassification, Transfer.....   | 16        |
| Reductions in Force .....  | 17        |
| Special Investigation Procedure.....   | 17        |
| Discipline.....  | 17        |
| References .....   | 17        |
| <b>SECTION 3: STANDARDS OF CONDUCT</b> .....   | <b>18</b> |
| General Work Rules and Standard of Conduct .....   | 18        |
| Prohibited Conduct .....   | 18        |
| Zero Tolerance Policy For Workplace Violence .....   | 18        |
| Statement Of Policy.....   | 18        |
| Definitions .....  | 19        |
| Enforcement .....  | 19        |

|  |    |
|--|----|
| Temporary And Permanent Restraining Orders ..... | 20 |
| Off-Duty Conduct And Conflicts Of Interest ..... | 20 |
| Conflicts Of Interest Policy .....               | 21 |
| Assignments .....                                | 21 |
| Other Conflicts And Potential Conflicts.....     | 21 |
| Drug And Alcohol Abuse .....                     | 21 |
| Punctuality And Attendance .....                 | 22 |
| Customer Relations.....                          | 23 |
| Business Conduct .....                           | 23 |
| Confidentiality .....                            | 23 |
| Information Systems And Internet.....            | 24 |
| Dress Code.....                                  | 25 |

**SECTION 4: BENEFITS ..... 26**

|  |    |
|--|----|
| Holidays.....  | 26 |
| Vacation.....  | 26 |
| Sick Leave .....   | 27 |
| Benefits.....  | 28 |
| Continuation Of Group Health Insurance (Cobra).....                                  | 28 |
| Leaves Of Absence.....   | 29 |
| Personal Leaves Of Absence .....   | 29 |
| Family And Medical Leave (Fmla/Cfra) .....   | 29 |
| FMLA Leave Rights For Families Of Services Members .....                             | 31 |
| Family Temporary Disability Insurance (FTDI Or Paid Family Leave) .....              | 31 |
| Pregnancy Disability Leave.....  | 31 |
| Workers' Compensation Disability Leave .....   | 32 |
| Military Leave (Active And Reserve Service) .....                                    | 33 |
| Spousal/Domestic Partner Military Leave.....   | 33 |
| Funeral Or Bereavement Leave.....  | 34 |
| Jury Duty Leave .....  | 34 |
| Time Off for Organ and Bone Marrow Donor Leave.....                                  | 34 |
| Time Off For Parents' School Activities .....  | 35 |
| School Leave (Suspension) .....  | 35 |
| Time Off For Adult Literacy Programs .....   | 35 |
| Volunteer Firefighters, Emergency Rescue Personnel, And Reserve Peace Officers ..... | 35 |
| Time Off For Victims Of Sexual Assault Or Domestic Violence .....                    | 35 |
| Time Off For Victims Of Violent Crimes .....   | 36 |
| Time Off For Alcohol And Drug Rehabilitation .....                                   | 36 |
| Time Off For Voting .....  | 36 |
| Lactation Accommodation .....  | 37 |
| Conference Workshop And Seminar Attendance .....                                     | 37 |

**SECTION 5: USU FACILITIES ..... 38**

|  |    |
|--|----|
| USU Property And Search Policy.....          | 38 |
| Employee Property .....                      | 38 |
| Visitors .....                               | 38 |
| Security.....                                | 38 |
| Solicitation/Distribution Of Literature..... | 38 |
| Parking.....                                 | 39 |
| Bulletin Boards.....                         | 39 |
| Keys.....                                    | 39 |
| Telephones.....                              | 39 |
| Two-Way Radios.....                          | 39 |
| Housekeeping .....                           | 39 |
| Smoking.....                                 | 39 |

Health And Safety .....40

**CONCLUSION .....40**

# MISSION

**T**he mission of the University Student Union is to foster the achievement of students' educational goals by facilitating a strong connection between students and their campus community.

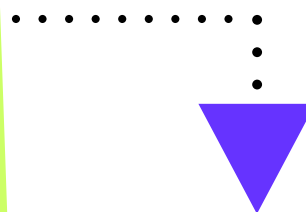
We are an engaging and energetic campus program that develops students through inclusive activities, meaningful employment opportunities, leadership experiences and innovative technologies, facilities and services.



UNIVERSITY  
STUDENT  
UNION

California State University  
**Northridge**

The University Student  
Union Staff Values:



- ✧ *Accountability*
- ✧ *Collaboration*
- ✧ *Communication*
- ✧ *Creativity*
- ✧ *Fun*
- ✧ *Integrity*
- ✧ *Learning*
- ✧ *Respect*
- ✧ *Service*

## **GENERAL DEFINITIONS**

|  |   |
|--|---|
| <b>BOARD OF DIRECTORS:</b>                                 | The governing body of the University Student Union as provided by its articles of incorporation and bylaws.   |
| <b>CONFIDENTIAL EMPLOYEE:</b>                              | An individual appointed to an employment position classified by the USU as “Confidential.” Employees in confidential classifications must directly report to a member of the USU’s executive management team.   |
| <b>EXECUTIVE DIRECTOR:</b>                                 | Executive management employee is administratively responsible for overseeing USU operations. The USU’s current Executive Director is Debra L. Hammond   |
| <b>EXEMPT POSITION:</b>                                    | An employment position covered by the minimum wage and overtime provisions of the Fair Labor Standards Act of 1938, as amended, and appropriate federal and California Wage Orders. Employees assigned to positions classified as “exempt” are not eligible for overtime compensation.      |
| <b>EXECUTIVE MANAGEMENT:</b>                               | Executive management positions include the University Student Union Executive Director, the Associate Director, Operations and Services, the Associate Director, Finance and Business Services, the Associate Director, Marketing and Programs and the Director, Student Recreation Center. |
| <b>REGULAR EMPLOYEE:</b>                                   | An individual appointed to a professional (non-student) employment position.  |
| <b>STUDENT ASSISTANT EMPLOYEE:</b>                         | An individual employed in a position classified by the USU as reserved exclusively for currently enrolled CSUN students.  |
| <b>UNIVERSITY:</b>   | California State University, Northridge. The university may also be referred to as the “campus” or “CSUN”.  |
| <b>NON-EXEMPT POSITION:</b>                                | An employment position covered by the minimum wage and overtime provisions of the Fair Labor Standards Act of 1938, as amended, and appropriate federal and California Wage Orders. Employees assigned to positions classified as “non-exempt” are eligible for overtime compensation.      |
| <b>UNIVERSITY STUDENT UNION/<br/>USU, USU, INC</b>         | A non-profit corporation incorporated in 1973 under the laws of California as an auxiliary organization of California State University, Northridge.   |
| <b>UNIVERSITY STUDENT UNION<br/>HUMAN RESOURCES/USU HR</b> | USU department responsible for overseeing and managing employment and employment-related issues.  |



# ***SECTION 1:*** **EMPLOYMENT POLICIES**

## **ABOUT THIS HANDBOOK**

This employee handbook contains information about the employment policies and practices of the University Student Union (“USU”) at California State University, Northridge (“University”) in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda or other USU documents are superseded, with the exception of any currently valid written agreements between an employee and the USU.

This employee handbook sets forth the terms and conditions of employment of all employees of the USU.

The USU reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other document or as contained in any currently valid written agreements between employees and the USU. All such revisions, modifications, deletions or additions must be in writing and must be approved by the Executive Director and/or the USU Board of Directors. No oral statements or representations can change or alter the provisions of this handbook. With the exception of any currently valid written agreement entered into between an employee and the USU, this handbook sets forth the entire agreement between you and the USU as to the duration of employment and the circumstances in which employment may be terminated; there are no oral or collateral agreements of any kind.

Nothing in this employee handbook, or any other personnel document, including but not limited to, benefit plan descriptions, creates, or is intended to create, a promise or representation of continued employment for any employee.

Not all USU policies and procedures are set forth in this handbook. We have summarized only some of the more important ones. Human Resources has been established to provide employees with information and necessary assistance to understand the USU’s personnel policies and to promote a positive work environment. Human Resources is the best resources for employees to obtain current information on work rules, benefits, personnel policies, payroll data, personnel records, insurance, job opportunities, complaint resolution, or other employee relations questions or concerns.

If you have any questions or concerns about this handbook or any other policy or procedure, please ask.

## **EMPLOYMENT AT THE USU**

**EMPLOYMENT AT THE USU IS EMPLOYMENT AT WILL.** Employment at will may be terminated for any reason, with or without cause or notice, at any time by the employee or the USU. Nothing in this handbook or in any document or statement, oral or written, limits the right to terminate employment at will. Terms and conditions of employment with the USU may be modified at the sole discretion of the USU with or without cause, with the exception of the terms set forth in any currently valid written agreement between an employee and the USU. Other than the USU Executive Director/designee, no one has the authority to make any agreement for employment other than for employment at will or to make any agreement limiting the USU’s discretion to modify the terms and conditions of employment. Only the Executive director/designee has the authority to make any such agreement and then only in writing. No implied contract concerning any employment-related decision or term or condition of employment can be established by any statement, conduct, policy or practice. Examples of the types and conditions of employment which are within the sole discretion of the USU include, but are not limited to the following: promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; reduction, cessation or expansion of operations; sale, relocation, merger or consolidation of operations; the use of equipment, methods or facilities; or any other terms and conditions that the USU may determine to be necessary for the safe, efficient and economic operation of its business.

## **EMPLOYMENT ELIGIBILITY**

Under federal law, all individuals hired by the USU must present approved documentation to prove identity and eligibility to work in the United States within three (3) working days of their date of hire. This applies to University and other University Auxiliary employees who transfer to the USU's payroll.

USU employees who voluntarily resign their positions in good standing are eligible for re-employment. Former employees seeking re-employment will not be given preferential treatment and are required to follow the normal hiring procedures set forth by the USU.

Current California State University, Northridge enrollment is required for all individuals employed in any Student Assistant employment classification. Student Assistant employees are required to maintain a minimum 2.0 cumulative grade point average at all times during the course of employment. The USU reserves the right to verify an employee's enrollment and/or grades at any time. Depending on employment eligibility, organizational need and budget availability, some individuals employed in Student Assistant classifications at the time of graduation may be eligible to continue their USU employment until the start of the next fall or spring academic term. If this occurs, employees will not be eligible for FICA exemption.

## **EQUAL EMPLOYMENT PRACTICES**

The USU is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. USU policy prohibits unlawful discrimination based on genetic characteristics or information, race, color, creed, sex, gender, gender expression, gender identity, marital status, age, national origin or ancestry, physical or mental disability, medical condition, including pregnancy, military and veteran status, sexual orientation, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful.

The USU is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the USU and prohibits unlawful discrimination by any employee of the USU, including supervisors and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the USU will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation. The individual with a disability should specify what accommodation he or she needs to perform the job. The USU then will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. The USU will identify possible accommodations, if any that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the USU will make the accommodation.

With the exception of emergency appointments, all job openings for Regular and Temporary employment will be posted for open recruitment for a minimum two (2) weeks. With the exception of special service assignments, all Student Assistant position openings will be posted for open recruitment for a minimum of one (1) week.

## **UNLAWFUL HARASSMENT**

USU employees are expected to treat others, including supervisors, co-workers, volunteers, vendors, and guests in a manner that promotes dignity and respect. Similarly, the USU must take all reasonable steps to prevent unlawful harassment from occurring. In addition to prohibiting other forms of unlawful discrimination, the USU

maintains a strict policy prohibiting harassment because of gender, gender identity, gender expression, genetic characteristics or information, sex, race, color, national origin, ancestry, religion, creed, physical or mental disability, pregnancy, pregnancy-related medical condition, cancer-related medical condition, marital status, veteran status, sexual orientation, age, and any other basis protected by applicable federal, state or local law. All such harassment is prohibited. The USU's anti-harassment policy applies to all employees and independent contractors involved in the operations of the USU and prohibits harassment by any USU employee, including supervisors and co-workers, or independent contractors.

### 1. Sexual Harassment

The law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. Sexually harassing conduct need not be motivated by sexual desire.

This definition includes many forms of offensive behavior. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct such as leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, or posters.
- Improper language such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an employee's body or dress, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- Verbal sexual advances or propositions.
- Physical conduct such as touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report harassment.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves co-worker harassment, harassment by a supervisor or manager, or by persons doing business with or for the USU.

### 2. National Origin, Race and Other Forms of Harassment

Similarly to sexual harassment, national origin, race and other forms of harassment can occur through verbal, physical or other activity directed at employees in protected categories. It can occur when co-workers and/or supervisors use slurs or epithets referring, for example, to the national origin, or race, or sexual orientation of an employee. Or it may occur through other kinds of activity, such as placing graphic images negatively connected to the race of an employee on or near the employee's desk, locker or work location. **All such activity is strictly prohibited under the USU's unlawful harassment policy.** If any employee is uncertain as to what conduct is prohibited under this policy, he or she should contact Human Resources immediately.

### 3. Preventing Sexual and Other Forms of Harassment

#### The USU's Complaint Procedure for Harassment:

- The USU's complaint procedure for harassment provides for an immediate, thorough and objective investigation of any sexual or other harassment claim, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies to any victim of harassment.

- Employees who believe they have been harassed on the job, including by persons doing business with or for the USU, should provide a written or oral complaint to the Human Resources Office as soon as possible. The complaint should include details of the incident(s), names of individuals involved, and the names of any witnesses. **Supervisors and managers must immediately refer all harassment complaints to Human Resources.** All incidents of sexual or other harassment that are reported must and will be investigated, even if the alleged victim expresses a desire that the USU not investigate. That is the law. The Human Resources Officer/designee of the USU will immediately undertake or direct an effective, thorough and objective investigation of the harassment allegations. The investigation will be completed and a determination regarding the harassment alleged will be made and communicated to the employee(s) who complained and the accused harasser(s). If the USU determines that sexual or other prohibited harassment has occurred, the USU will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken. Whatever action is taken against the harasser will be communicated to the employee who complained.

**Independent contractors** should use this Complaint Procedure for Harassment for any claim of sexual or other harassment.

**ALL EMPLOYEES AND INDEPENDENT CONTRACTORS SHOULD NOTE THAT THE FAILURE TO USE THE USU'S COMPLAINT PROCEDURE MAY RESULT IN THE DEFEAT OF ANY CLAIM OF SEXUAL OR OTHER HARASSMENT IF LITIGATED.**

4. False Claims of Harassment

Any employee who makes a false claim of harassment will be disciplined according to USU policy.

5. Prohibition Against and Duty to Disclose Romantic Relationships

The USU recognizes that employees may develop personal relationships in the course of their employment. However, in an effort to prevent favoritism, morale problems, disputes or misunderstandings, and potential sexual harassment claims, supervisors are discouraged from dating or engaging in sexual relationships with subordinate employees.

It is USU policy to discourage any direct or indirect supervisor from having a dating relationship with any subordinate employee within the supervisor's span of control. If such a relationship exists, the USU, in its sole discretion will attempt to resolve the situation by providing one of the employees with a transfer to another position for which he or she is qualified if it is possible and consistent with good business practices.

6. Employee's Duty to Disclose Benefits Received

No supervisor, manager, or officer of the corporation is authorized to condition the receipt or denial of any benefit, compensation, or other term or condition of employment on an employee's complying with any sexual demand. To the contrary, all employees are instructed that they must refuse such demands and report them promptly to Human Resources. Any employee who is found to have obtained any benefit from the USU because he or she submitted to an unreported sexual demand will be disciplined appropriately, including but not limited to, reimbursement for the value of any benefits received. Any employee making such a demand will be disciplined, up to and including termination.

7. Liability for Sexual or Other Harassment

Any employee of the USU, whether co-worker, supervisor or manager, who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including termination from employment.

8. Anti-Retaliation Policy

In accordance with applicable law, the USU prohibits retaliation against any employee because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or because of the employee's participation in an employment discrimination investigation, proceeding or hearing. Any retaliatory adverse action because of such opposition or participation is unlawful and will not be tolerated. **For purposes of the USU's anti-retaliation policy, all references to "discrimination" should be understood to include "harassment."**

i. Examples of Opposition

Opposition to perceived discrimination includes threatening to file a discrimination complaint with the EEOC, state agency, or court or complaining or protesting about alleged employment discrimination to a manager, co-worker, or other official. Opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. A complaint about an employment practice constitutes protected opposition only if the employee communicates to the USU a reasonable good faith belief that the practice opposed constitutes unlawful employment discrimination. Opposition in a manner which disrupts the workplace, or which constitutes an unlawful activity, or engaging in badgering or threatening of employees or supervisors is not protected.

ii. No Retaliation

The USU will not tolerate retaliation against any individual because he or she has filed a charge, testified, assisted or participated in any manner in an investigation, proceeding, hearing or litigation under federal or state employment discrimination statutes or at other hearings regarding protected employee rights, such as an application for unemployment benefits. The USU also prohibits retaliation against someone closely related to or associated with the employee exercising such rights. Examples of retaliation include, but are not limited to, hostile conduct toward an employee who participated in protected activity. Such conduct includes, but is not limited to, shunning of employees, verbal or body language which is threatening or expresses or suggests disapproval or hostility; failure to cooperate in workplace procedures; or sudden unfounded disciplinary action not based on actual job performance. If you are unclear as to what kind of activity may be prohibited retaliation, contact Human Resources immediately for more information.

iii. The USU's Complaint Procedures for Retaliation

The USU's complaint procedure provides for an immediate, thorough and objective investigation of any claim of unlawful retaliation because of opposition to alleged discrimination or participation in a proceeding regarding alleged employment discrimination. If you believe that you have been retaliated against because of your opposition to an employment practice you reasonably believe to be discriminatory or because of your participation in a hearing or proceeding regarding alleged unlawful discrimination, you should provide a written or oral complaint to Human Resources as soon as possible. Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, and any documentary evidence.

All complaints of prohibited retaliation which are reported to management will be investigated. The USU will immediately undertake and direct an effective, thorough and objective investigation of the retaliation allegations. The investigation will be completed and a determination regarding the alleged retaliation will be made and communicated to the employee who complains and to the person(s) accused of retaliation.

If the USU determines that an individual has suffered adverse action in retaliation for opposition to alleged employment discrimination or participation in a proceeding related to alleged employment discrimination, the USU will take effective remedial action appropriate to the circumstances. The USU will also take action to deter any future retaliation. If a complaint of unlawful retaliation is substantiated, appropriate disciplinary action, up to and including termination, will be taken. Whatever action is taken against the person responsible for the retaliation will be communicated to the employee who complained.

9. Additional Enforcement Information

In addition to the USU's internal complaint procedures regarding harassment, discrimination, and retaliation, employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) also investigate and prosecute such complaints. Their telephone numbers are available in the telephone directory.

For more information contact Human Resources.

### **WHISTLEBLOWER PROTECTION AND NON-RETALIATION POLICY AND PROCEDURE FOR REPORTING COMPLAINTS**

The USU will not adopt or enforce any rule, regulation, or policy preventing an employee from disclosing information to the USU or to a governmental or law enforcement agency if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or non-compliance with a state or federal rule or regulation.

If any USU employee wishes to make a report regarding suspected unlawful activity, he or she should report the activity immediately to the Human Resources Office which will initiate a prompt, thorough, and objective investigation. Reports should be in writing with as much detail as possible. Oral and anonymous reports will also be accepted and investigated.

The USU will not:

- Retaliate against an employee for disclosing information about suspected unlawful activity as defined above to a governmental or law enforcement agency.
- Retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a state or federal rule or regulations.
- Retaliate against an employee for having exercised his or her rights in his or her present or former employment.

If an employee elects not to report suspected unlawful activity as defined above to the USU's Human Resources Officer, he or she may contact the California Office of the Attorney General's whistleblower hotline at **(800) 952-5225**. The Attorney General shall refer calls received on the whistleblower hotline to the appropriate governmental authority for review and possible investigation.

### **OPEN DOOR AND CONFLICT RESOLUTION POLICY**

Your suggestions for improving the USU's operations are always welcome. You may occasionally have a complaint, suggestion, or question about your job, your working conditions or the treatment you are receiving. We ask that you take your concerns first to your supervisor, as follows:

#### **STEP 1:**

Within a week of the occurrence, bring the situation to the attention of your immediate Regular Employee (staff) supervisor, who will investigate and attempt to provide a solution or explanation.

#### **STEP 2:**

If the problem is still not resolved, you may put it in writing and present it to the next-level supervisor or Management Team member who will investigate and attempt to provide a solution or explanation. It is recommended that you bring this matter to the next-level supervisor as soon as possible after you believe that your immediate supervisor has not resolved the matter.

This procedure, which we believe is important for both you and the USU, cannot result in every problem being resolved to your satisfaction. However, the USU values your input and you should feel free to raise issues of concern without fear of retaliation.

In addition, employees may also come directly to Human Resources or any member of the management team for assistance. It is the policy of the USU that employees may discuss problems or conflicts without fear of reprisal with the Human Resources Officer or the USU management team who may assist in their resolution.

### **ARBITRATION POLICY**

In the event there is any dispute arising out of or relating to an employee's employment with the USU which cannot be resolved through the procedure above and which could be brought in a court of law, the dispute shall be submitted exclusively to final and binding arbitration pursuant to the provisions of the USU's arbitration agreement, as may be amended from time to time to conform with the law. Subject to certain exclusions, arbitration shall be the exclusive means of resolving claims such as those relating to termination; demotion, failure to promote; violations of federal, state and/or local statutes; claims based on any purported breach of duty arising in contract or tort, including breach of contract, breach of the covenant of good faith and fair dealing; violation of public policy; or any other alleged violation of the employee's statutory, contractual or common law rights. Pursuant to this policy, the USU and the employees waive their rights to pursue employment-related claims in any other forum, except those specifically excluded by the USU's arbitration agreement and unless otherwise provided by law. It is a condition of employment and continued employment that employees and the USU enter into a written arbitration agreement.

### **BACKGROUND CHECKS AND INVESTIGATIONS**

The USU must maintain a safe and productive workplace with honest, trustworthy, qualified, reliable and non-violent employees who do not present a risk of serious harm to their co-employees or others. To that end, the USU may perform, or request that third parties perform, "background checks" or other types of investigations.

Background checks and investigations performed for the USU may include the use of consumer reporting agencies, which may gather and report information to the USU in the form of consumer or investigative consumer reports. Such reports may contain information concerning your character, general reputation, personal characteristics, or mode of living. The types of reports that may be requested from consumer reporting agencies under this policy include, but are not limited to, criminal records checks, court records checks, driving records, and/or summaries of educational and employment records and histories. The information contained in these reports may be obtained by a consumer reporting agency from private or public records sources or through personal interviews with your co-workers, neighbors, friends, associates, current or former employers, or other personal acquaintances.

Therefore, the USU may request consumer reports, including records checks and investigative reports based on interviews, in connection with your application for employment, or at any time during the course of your employment with the USU, for purposes of evaluating your suitability for employment, promotion, reassignment or retention as an employee. The USU may also obtain such reports, both during and after your employment, for purposes of evaluating, investigating, or enforcing compliance with USU policies or in connection with responding to grievances or complaints, regardless of whether you are still in the employ of the USU at the time the report is requested.

Employees are expected to cooperate fully with this policy. Such cooperation includes, among other things, providing truthful and complete information on your employment application and in response to inquiries made by the USU or third party investigators during the course of investigations and to providing appropriate written authorizations that may be required by law so that the USU may obtain complete investigation reports. Failure to cooperate in these respects, or any attempt to interfere with the USU's implementation of this policy will result in discipline, up to and including termination from employment.

## **MEDICAL EXAMINATIONS**

As considered appropriate under applicable law, the USU's Executive Director may require an employee, as a condition of continued employment, to undergo an examination by a physician of the USU's choice. In such cases, the USU will bear the expense of evaluating the physical and/or mental fitness of the employee.



## ***SECTION 2:*** **EMPLOYMENT PRACTICES AND PROCEDURES**

### **ESTABLISHMENT OF POSITIONS**

The establishment of Regular employment positions is based on the availability of funds and work. No Regular or Temporary position may be established without prior approval from the USU Executive Director/designee and the USU Board of Directors.

The establishment of Emergency and Student Assistant positions is based on availability of funds and work. No Emergency or Student Assistant position may be established without prior approval from the USU Executive Director/designee.

### **POSITION CLASSIFICATIONS**

Positions at the USU are classified as follows:

1. **Regular**

Regular position classifications may be non-exempt or exempt, non-supervisory or supervisory, non-confidential or confidential, non-management or management. Positions classified as Regular do not have an ending date. This statement of Regular position classification does not alter the USU's policy of employment at will.

2. **Temporary**

Temporary position classifications may be non-exempt or exempt, non-supervisory supervisory, non-confidential or confidential, non-management or management. Employees may be appointed to Temporary position classifications for an indefinite period but with a defined deadline in excess of 180 days. Individuals appointed to employment in Temporary position classification may be eligible for full benefits participation based on number of hours regularly scheduled to work and as required by law.

3. **Emergency**

Emergency position classifications may be non-exempt or exempt, non-supervisory or supervisory, non-confidential or confidential, non-management or management. Employees may be appointed to Emergency position classifications for a period of 180 working days, and re-appointed to an Emergency position classification for one additional 180 days period. Individuals appointed to employment in an Emergency classification may be eligible for partial benefits participation based on number of hours regularly scheduled to work and/or as required by law.

4. **Student Assistant**

Student assistant classifications require that as a condition of employment an individual be a currently enrolled student at California State University, Northridge. An individual employed in a student assistant classification who becomes un-enrolled at the University is no longer eligible for employment in a student assistant classification. Individuals appointed to employment in Student Assistant classifications are generally not eligible for benefits participation except as required by law.

### **EMPLOYEE CLASSIFICATIONS**

Employees at the USU are classified as follows:

1. Non-exempt Employees

Non-exempt employees are those entitled to overtime pay as required by applicable law.

2. Exempt Employees

Exempt employees are not eligible for overtime pay.

3. Full-time Employees

Full-time employees are regularly scheduled to work **40** hours per week.

4. Part-time Employees

Part-time employees are regularly scheduled to work less than **40** hours per week.

### **JOB DUTIES**

Your supervisor will explain your job responsibilities and the standards that you will be expected to maintain. Because flexibility is necessary, your job responsibilities may change at any time during your employment. In addition to your regularly assigned job responsibilities and duties, from time to time, you may be asked to work on special projects or to assist with other work important to the operation of your department or the USU. Your cooperation and assistance in performing additional work is expected.

The USU reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

### **WORKING HOURS AND SCHEDULES**

The USU is normally open for business daily. Your supervisor will assign your work schedule. All employees are expected to be at their work stations at the start of their scheduled shifts, ready to perform their work.

Employees whose work shift is in excess of five (5) hours are provided with a minimum thirty (30) minute meal period, to be taken no later than following five (5) hours of work. Employees who are scheduled to work six (6) hours may elect to waive their meal period by signing in advance, a Waiver of Meal Period Agreement. Employees are allowed ten (10) minute rest periods for each four (4) hours of work or major portion thereof. Your supervisor may schedule your meal and rest periods.

You are expected to observe your assigned working hours and the time allowed for meal and rest periods. **Employees may not work through their meal or rest periods in order to compensate for absence or tardiness or for any other reason.** Do not leave the premises during your rest period and do not take more than ten (10) minutes for each rest period. You may leave the premises on your meal period.

Individuals employed in Student Assistant employment classifications may not be regularly scheduled to work in excess of 20/hours/week during the academic term unless otherwise approved by their supervisor and Human Resources. International students who are employed in Student Assistant employment classifications may not work in excess of 20/hours/week during the academic term for any reason. Student Assistant employees including International Students may be scheduled to work in excess of 20/hours/week during academic break periods at the discretion of their supervisor and based on availability of work and funds.

Changes in work schedules are discouraged. However, if it is necessary to change your schedule, notify your supervisor who may authorize a change and/or follow your department's operating procedures regarding schedule changes. Employees should not assume that a schedule change will be approved for mere convenience.

Furthermore, a schedule change will not be approved if it will result in disruption of or interference with normal operations or will result in excessive overtime.

Employees may request a permanent or temporary reduction to their regular work schedules. Such requests should be made in writing to the employee's supervisor. Written approval from the Executive Director/designee is required for individual's employed in Regular position classifications.

In addition to employees' regularly scheduled work shifts, employees are required to attend all mandatory department meetings, all-staff meetings, USU-sponsored trainings, and USU-sponsored events unless otherwise approved by an employee's supervisor and/or area manager and, as applicable, the USU Executive Director.

Employees will not be excused from work shifts that occur during the University's Welcome Weeks, final exam weeks, holidays when the University is open, and University break periods, unless otherwise authorized by the employee's supervisor.

### **OVERTIME**

As necessary, employees may be required to work overtime. The USU will attempt to distribute overtime evenly and accommodate individual schedules. Non-exempt employees will be paid one and one-half (1.5) times their regular straight time rate of pay for all hours worked over 40 hours in a workweek, eight (8) hours in a workday, or for the first eight (8) hours on the seventh consecutive day of work in a workweek. Non-exempt employees will be paid two (2) times their regular straight time rate of pay for all hours worked in excess of 12 in a workday or in excess of eight (8) on the seventh consecutive day of work in a workweek. The USU's workweek is defined as Sunday through Saturday. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted. Exempt employees are not entitled to overtime pay.

Overtime must be authorized by an employee's supervisor. An employee, who works overtime without the authorization of his/her supervisor, may be subject to disciplinary action.

### **MAKE-UP TIME (REGULAR EMPLOYEES ONLY)**

The USU allows the use of make-up time when employees need time off to tend to personal obligations. Make-up time worked will not be paid at an overtime rate.

Employees may take time off and then make up the time later in the same workweek, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek.

Make-up time requests must be submitted to your supervisor. Requests will be considered for approval based on the legitimate business needs of the USU at the time the request is submitted. A separate request is required for each occasion that you request make-up time.

If you request time off which you will make up later in the week, you must submit your request at least 24 hours in advance of the desired time off. If you request to work make-up time first in order to take time off later in the week, you must submit your request at least 24 hours before working the make-up time. Your make-up time request must be approved before you take the requested off or work make-up time, whichever is first. All make-up time must be worked in the same workweek as the time taken off. The USU's 7-day workweek is *Sunday - Saturday*. Employees may not work more than 11 hours in a day or 40 hours in a workweek as a result of making up time would be lost due to a personal obligation.

If you take time off and are unable to work the scheduled make-up time for any reason, the hours missed will normally be unpaid. However, your supervisor may arrange with you another day to make up the time if possible, based on scheduling needs. If you work make-up time in advance of time you plan to take off, you must take that time off, even if you no longer need the time off for any reason.

An employee's use of make-up time is completely voluntary and subject to the USU's approval in its sole discretion. The USU does not encourage, discourage or solicit the use of make-up time.

### **TIMEKEEPING PROCEDURES**

For payroll purposes, a time report must be accurately completed, verified, and approved by the supervisor for the proceeding time period no later than the Monday following the proceeding time period. Completing another employee's time record, allowing another employee to complete your time record, or altering a time record, will not be tolerated. Falsification of time records may lead to disciplinary action up to and including termination. Any errors in your time report should be reported immediately to your supervisor, who will attempt to correct legitimate errors.

### **PAYMENT OF WAGES**

Employees are paid biweekly or every other Friday for work performed during the previous two-week pay period. If a regular payday falls on a holiday, employees will be paid on the holiday or the preceding workday. Paychecks are normally available by 10:00 am.

No one other than an employee to whom the check is written will be allowed to pick up a paycheck unless written authorization has been given for another person to do so. Direct deposit is encouraged.

Advances against paychecks are permitted under some circumstances and with approval of the Executive Director/designee.

### **PAYMENT OF EXEMPT EMPLOYEES**

Exempt employees will be paid in accordance with applicable law.

### **PERFORMANCE EVALUATIONS**

Your supervisor will periodically review your performance and discuss the review with you. Employees in Regular position will receive their first formal performance evaluation following completion of eleven (11) months of continuous employment. Individuals employed in Student Assistant position will receive an informal performance review following three (3) months of continuous employment and the first formal review following six (6) months of continuous employment and every six (6) months thereafter. The frequency of performance reviews may vary depending on such factors as length of service, job position, past performance, changes in job duties or recurring performance problems.

For any job description in any job classification, the following will universally be considered essential functions of the job (in addition to any others deemed essential by the USU), and will always be considered major factors in any performance evaluation: regular and reliable attendance; the ability to respond positively to direction and criticism of performance; the ability to work productively and harmoniously with others on a consistent basis; and the consistent maintenance of professional and appropriate demeanor.

Your performance evaluations will also review the quality and quantity of the work you perform, your knowledge of your job, your initiative, your work attitude and your attitude towards others. The performance evaluation should help you become aware of the progress you are making, the areas in which you need to improve, and objectives or goals for future work performance. Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions, if any, are solely within the discretion of the USU and depend upon many factors in addition to your individual performance.

## **PERSONNEL RECORDS**

The information in your personnel file is extremely important. Make sure that the personal data in the file is accurate and up-to-date. Please report any change of address, phone number, etc. to Human Resources immediately.

As an employee or former employee of the USU, you or a representative whom you designate in writing may inspect and/or request a copy of the contents of your personnel file by completing the Personnel Records Inspection/Copy Request Form. A meeting will be scheduled by Human Resources within thirty (30) days of receipt of your written request. You or your designated representative may also request a copy of any document contained in your personnel file provided you pay the actual cost of copying. Should an employee or former employee request to inspect or receive a copy of an item/items in his/her personnel file at a location other than the place where the employee reports to work, no loss of compensation to the employee shall be permitted because of the time needed for the employee to travel to and/or from the site where the employee normally reports to work. Employees may add their version of any disputed items to the file.

The USU will restrict disclosure of your personnel file to authorized individuals within the USU. Any request for information from personnel files must be directed to Human Resources. Only the Executive Director and/or the Human Resources Officer/designee are authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited; however, the USU will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting investigations.

Health/medical records are not included in your personnel file. These records are confidential. The USU will safeguard them from disclosure and will divulge such information only (1) as allowed by law; (2) to the employee's personal physician upon written request with permission of the employee; or (3) as required for workers' compensation cases.

## **VOLUNTARY TERMINATIONS**

If you decide to leave your employment with the USU, we ask that you give us at least two weeks written notice. This will give us the opportunity to make the necessary adjustments in our operation. All USU-owned property must be returned at the time of termination.

## **PROMOTION, RECLASSIFICATION, TRANSFER**

Interested employees may keep apprised of current Regular employment position openings by visiting the University Human Resources website, [jobs@csun](mailto:jobs@csun), or of Student Assistant employment position openings by visiting the University Student Union's website, [usu@csun](mailto:usu@csun) or the Student Recreation Center's website, [src@csun](mailto:src@csun). Appointments to higher-level positions and/or lateral transfers are based on a number of factors including education, experience, performance, and disciplinary history.

As an employee assumes greater responsibility in his/her position it is possible that the position may become eligible for reclassification to a higher level. Employees in Regular position classifications must successfully perform at the higher level for a minimum of six (6) months before a reclassification may be requested. Employees in Student Assistant position classifications must be successfully performing at the higher level before a reclassification may be requested. See Human Resources for details.

Reclassification is usually warranted when there is an increased level of responsibility, not volume, quality or variety of tasks. Increased quality or variety are normally rewarded through merit increases as possible, and volume through overtime compensation or merit increases.

Wage increases that may result from reclassification are retroactive to the first day of the pay period following the date all required and correctly completed paperwork is received in Human Resources.

## **REDUCTIONS IN FORCE**

If it becomes necessary to restructure our operations or reduce the number of employees, the USU will attempt to provide advance notice, if possible, so as to minimize the impact on those affected. If possible or as required by law, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, the USU will take into account, among other things, operational requirements, the skill, productivity, ability and past performance, disciplinary records, and also, where feasible, length of service.

## **SPECIAL INVESTIGATION PROCEDURE**

When circumstances are such that the retention of an employee in an active duty status may result in damage to USU property or may be detrimental to the interests of the USU or injurious to the employee, fellow workers, or the general public, the Executive Director/designee may suspend the employee while the matter is under investigation. A determination as to whether the suspension of an employee pursuant to these procedures shall be with or without pay shall be made by the Executive Director/designee at the conclusion of the investigation.

## **DISCIPLINE**

Disciplinary action may be used by the USU to provide a mechanism by which a supervisor may assist an employee in identifying performance and/or conduct concerns which, if left uncorrected, could lead to dismissal from employment. Use of discipline is at the discretion of the USU and may not be applicable to all types of performance and/or conduct concerns. The use of progressive discipline does not alter the USU's policy of at will employment

## **REFERENCES**

All requests for references must be directed to Human Resources. No other manager, supervisor or employee is authorized to release references for current or former employees without approval from the USU Executive Director/designee. The USU's policy as to references for former employees is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, the USU will also provide a prospective employer with information on the amount of the wage you last earned.

## ***SECTION 3:*** **STANDARDS OF CONDUCT**

### **GENERAL WORK RULES AND STANDARDS OF CONDUCT**

The USU has established guidelines concerning standards of conduct and work rules for the benefit and protection of the rights and safety of all employees and to assist in the orderly and productive operation of each department or project.

### **PROHIBITED CONDUCT**

It is not possible to list all the forms of behavior that are unacceptable in the work place, but the following are examples of conduct that may result in disciplinary action, including termination of employment:

- Inability or refusal to perform the duties of the position and/or adhere to department standards and/or expectations
- Use of work time for non-work related purposes
- Theft, removal, or unauthorized possession of USU property
- Falsification of timekeeping records
- Working under the influence of alcohol
- Possession, distribution, sale, transfer, use, or being under the influence of alcoholic or illegal drugs in the work place or during work hours
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of USU, customer, or co-worker property
- Insubordination and/or other disrespectful conduct
- Violation of safety, health or other USU rules
- Smoking in prohibited areas
- Sexual or other unlawful harassment or discrimination
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism, tardiness, or absence without notice
- Unauthorized absence from work station during the work day

This statement of prohibited conduct does not alter the USU's policy of employment at will.

### **ZERO TOLERANCE POLICY FOR WORKPLACE VIOLENCE**

#### **1. Statement of Policy**

The University and USU recognize that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. Therefore, the USU has adopted the University's Zero Tolerance Policy on Campus Violence.

The safety and security of the USU employees is of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the USU or its employees or which occur on USU property or during work hours will not be tolerated.

This prohibition against threats and acts of violence applies to all persons involved in the operation of the USU, including, but not limited to, USU personnel, contract and temporary workers and anyone else on USU property. Violations of this policy, by any individual on USU property, by any individual acting as a representative

of the USU while off USU property or by any individual acting off USU property when his or her actions affect the business interests of the USU, will lead to disciplinary and/or legal action as appropriate

## 2. Definitions

Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or more USU employees. Examples of workplace violence include, but are not limited to, the following:

- Threats or acts of violence occurring on USU premises, regardless of the relationship between the USU and the parties involved in the incident.
- Threats or acts of violence occurring off USU premises involving someone who is acting in the capacity of a representative of the USU.
- Threats or acts of violence occurring off USU premises involving an employee of the USU if the threats or acts affect the business interests of the USU.
- Threats or acts of violence occurring off USU premises of which an employee of the USU is a victim if the USU determines that the incident may lead to an incident of violence on USU premises.
- Threats or acts resulting in the conviction of an employee or agent of the USU , or of an individual performing services for the USU on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate business interests of the USU.

Specific examples of conduct which may be considered threats or acts of violence under this policy include, but are not limited to, the following:

- Threatening physical or aggressive contact directed toward another individual.
- Threatening an individual or his/her family, friends, associates or property with physical harm.
- The intentional destruction or threat of destruction of USU or another's property.
- Harassing or threatening phone calls.
- Surveillance.
- Stalking.
- Veiled threats of physical harm or intimidation.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

## 3. Enforcement

Any person who engages in a threat or violent action on USU property will be reported to the University's Department of Public Safety and may be removed from the premises as quickly as safety permits and may be required to remain off USU premises pending the outcome of an investigation into the incident.



When threats are made or acts of violence are committed by a USU employee, a judgment will be made by the USU as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is the USU's policy to put the threat-maker on notice that he/she will be held accountable for his/her actions and then follow through with the implementation of a decisive and appropriate response.

Under this USU policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing. No existing USU policy or procedure should be interpreted in a manner that prevents the above from occurring.

#### 4. Temporary and Permanent Restraining Orders

Any employee who applies for a temporary or permanent protective or restraining order which lists any USU location as a protected area must provide to Human Resources and the University's Department of Public Safety, a copy of the petition and declarations used to apply for the order. Any employee who obtains a temporary or permanent protective or restraining order which lists any USU location as a protected area must provide to Human Resources and the University's Department of Public Safety a copy of the order. Such information will be kept confidential to the extent possible without compromising the safety and security of USU employees and the USU.

Important Note: The USU will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the USU. In making this determination the USU may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at the USU.

### **OFF-DUTY CONDUCT AND CONFLICTS OF INTEREST**

While the USU does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the USU's legitimate business interests or good image in the community. Therefore, employees are expected to conduct their personal affairs in a manner which does not adversely affect the USU's integrity, reputation or credibility. Illegal off-duty conduct on the part of an employee which adversely affects the USU's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

While employed by the USU employees are expected to devote their energies to their jobs with the USU. Certain types of outside employment are strictly prohibited:

1. Employment which conflicts with an employee's work schedule, duties, and responsibilities.
2. Employment which creates a conflict of interest of directly or indirectly competes with the business or the interests of the USU, or is incompatible with an employee's employment at the USU.
3. Conduct which impairs or has a detrimental effect on employee's work performance with the USU.
4. Employment which requires an employee to conduct work or related activities on USU property, during USU working hours, or using USU facilities and/or equipment.

For the purposes of this policy, self-employment is considered outside employment.

Employees wishing to engage in outside employment which may conflict with this policy must submit a written request to the Executive Director explaining the details of the outside employment. If the Executive Director

authorizes such outside employment, the USU shall in no way assume any responsibility for such outside employment. Specifically, the USU shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of such outside employment. Authorization to engage in outside employment can be revoked at any time.

## **CONFLICTS OF INTEREST POLICY**

### 1. Assignments

The USU desires to avoid situations in which actual or potential conflicts of interest may exist. To implement this objective, the USU will attempt to avoid assignments that involve actual or potential conflicts of interest, as well as working relationships involving relatives or individuals with close personal relationships that may potentially lead to complaints of favoritism, lack of objectivity, or employee morale and dissension problems that can result from such relationships.

In keeping with this policy, relatives of employees and individuals with whom employees reside will not be eligible for employment with the USU in any situation where potential problems of supervision, safety, security or morale exist or where personal relationships may create an actual or potential conflict of interest, cause disruption, or create a negative or unprofessional work environment. For purposes of this policy, relatives include an employee's parent, child, spouse, brother or sister, or a step parent, step child, step brother or step sister, or a significant other who is a co-habitant. Relatives also include any parent, child, brother, or sister of an employee's spouse. As noted above, the policy is not limited to relatives and applies to other situations involving actual and potential conflicts of interest.

If two (2) employees become subject to the restrictions of this policy after they are hired, one or both of the employees must seek a transfer or reassignment that eliminates any actual or potential conflict of interest as determined by the USU. For example, if two employees marry, become related, or reside with one another, and the potential problems noted above exist, only one of the employees will be permitted to stay within the same department or shift. The decision as to which of the individuals will remain within the department and/or with the USU must be made by the two employees. If no decision has been made during a reasonable time, the USU will take action as it deems appropriate.

### 2. Other Conflicts and Potential Conflicts

The USU reserves the right to determine that other relationships that are not specifically covered by this policy represent actual or potential conflicts of interest as well. In any case where the USU determines, in its sole discretion that a relationship between two employees, or between an employee and a non-employee, presents an actual or potential conflict of interest, the USU may take whatever action it determines to be appropriate to avoid the actual or potential conflict of interest. Such action may include, but is not necessarily limited to, transfers, reassignments, changing shifts, or, where it deems such action appropriate, disciplinary action up to and including possible termination.

Any questions regarding this conflict of interest policy should be directed to Human Resources.

## **DRUG AND ALCOHOL ABUSE**

The USU is concerned about the use of alcohol, illegal drugs or controlled substances as it affects the work place and working time. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety and health and therefore seriously impair the employee's value to the USU. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the USU to the risks of property loss or damage or injury to other persons.

The following rules and standards of conduct apply to all employees either on USU property or during the workday (including meals and rest periods).

The following are strictly prohibited by the USU:

1. Possession, use, or being under the influence of alcohol or an illegal drug or controlled substance while on the job.
2. Driving a USU vehicle or your own vehicle for a USU-related purpose while under the influence of alcohol or an illegal drug or controlled substance.
3. Distribution, sale or purchase of or offer to sell or purchase an illegal drug or controlled substance while on the job.

Violation of the above rules and standards of conduct will not be tolerated and will be grounds for disciplinary action up to and including termination. The USU may also bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, the USU reserves the right to conduct searches of USU property and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any drug or controlled substance while off USU property will not be tolerated because such conduct, even though off duty, reflects adversely on the USU. In addition to reflecting adversely on the USU, the USU must keep people who sell controlled substances off USU premises in order to keep illegal drugs and controlled substances off the premises.

The use of prescription drugs and/or over-the-counter drugs may also affect an employee's job performance and seriously impair the employee's value to the USU. Employees who are using prescription or over-the-counter drugs which may impair their ability to safely or properly perform their jobs, or may affect the safety or well-being of others, may be requested to undergo a medical examination at the USU's expense if the USU reasonably believes that the use of such drugs may be adversely affecting their job performance or endangering the health and safety of others.

The USU will encourage and assist employees with alcohol or drug dependence to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. The USU's support for treatment and rehabilitation does not obligate the USU to employ any person whose job performance is impaired because of drug or alcohol use, nor is the USU obligated to reemploy any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, and fail to successfully overcome their dependency or problem, and are involved in a second violation of this policy, will not be given a second opportunity to seek treatment and/or rehabilitation, unless mandated by law. This policy does not affect the USU's treatment of employees who violate the rules and standards of conduct described above. Rather, rehabilitation is an option for employees who come forward and acknowledge a chemical dependency and voluntarily seek treatment to end that dependency before they violate the above rules and standards of conduct.

## **PUNCTUALITY AND ATTENDANCE**

Employees are expected to report to work every day as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized USU business. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any scheduled work day, you must call your supervisor at least one (1) hour before the time you are scheduled to begin working that day. If you call in less than one (1) hour before your scheduled time to begin work, you may be considered tardy for that day. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees must also inform their supervisor of the expected duration of any absence. Absent extenuating circumstances, you must call in on every

day you are scheduled to work and will not report to work. Depending on your employment position and the reason for absence, you may be responsible for finding a co-worker to fill your work shift/s due to absence.

Excessive absenteeism or tardiness excused or not, will not be tolerated. Continued patterns of absences or tardiness – regardless of the exact number of days – may warrant disciplinary action. Even one (1) unexcused absence or tardy may be considered excessive.

If you fail to report for work without any notification to your supervisor and your absence continues for a period of three days or three scheduled workshifts, the USU will consider that you have abandoned your employment and have voluntarily terminated.

## **CUSTOMER RELATIONS**

The USU is a service business. The guest comes first. Employees are required to comply with the USU's guest care model which provides guidelines for employee conduct with respect to proper guest care.

In all instances, guests are to be treated courteously and given proper attention at all times. Never regard a guest's question or concerns as an interruption or an annoyance. Guest inquiries, whether in person, by telephone, by U.S. mail or by email must be addressed promptly and professionally. ~~Never place a telephone call on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.~~

Through your conduct show your desire to assist the guest in obtaining the help he or she needs. If you are unable to help a guest, find someone who can. Never argue with a guest. If a problem develops, or if a guest remains dissatisfied, ask your supervisor to assist.

## **BUSINESS CONDUCT**

No employee may accept a gift or gratuity valued in excess of \$25.00 from any customer, vendor, supplier, or other person doing business with the USU. In the case of expenses paid by such persons for business meals or trips, please discuss this with the Associate Director, Finance and Business Services/designee in advance. In no event may a gift, gratuity or expense payment influence a business decision, transaction or service.

## **CONFIDENTIALITY**

Information about the USU, its employees, customers, suppliers and vendors is to be kept confidential and divulged only to individuals within the USU with a need to receive, and authorized to receive, such information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with your supervisor.

All records and files maintained by the USU, in whatever form, are confidential and remain the property of the USU. Records and files are not to be disclosed to any outside party in any manner without the express permission of the Executive Director/designee. Confidential information includes, but is in no way limited to financial records, personnel and payroll records (regarding current or past employees), information regarding customer transactions, customer account information, information regarding customers, vendors or suppliers, trade secrets, and any documents or information regarding the USU operations, procedures or practices. Such confidential information may not be removed from the USU premises without express written authorization.

Confidential information obtained during or through employment with the USU may not be used by any employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. Employees may be required to enter into a written confidentiality and/or non-solicitation agreement as a condition of employment or continued employment.

## **ELECTRONIC COMMUNICATION AND INTERNET USE**

The USU's information systems and electronic resources, including but not limited to computers, voice mail, e-mail and access to the Internet and World Wide Web, are provided by the USU for the use of the USU and are to be reviewed, monitored and used in the pursuit of the USU's business. You may access only files or programs that you have permission to enter. Unauthorized review of files, dissemination of passwords, the creation or use of passwords not authorized by the USU, damage to systems, removal of files, removal of programs or improper use of information contained in any software or other technical system or application may be grounds for disciplinary action, up to and including termination.

### **INSTALLING OR DOWNLOADING ANY SOFTWARE ON TO ANY COMPUTER WITHOUT EXPLICIT PERMISSION IS ABSOLUTELY PROHIBITED EVEN IF YOU PERCEIVE IT TO BE A BENEFIT TO YOUR WORK.**

The following guidelines have been established for using the Internet, USU-provided cell phones and email in an appropriate, ethical and professional manner:

- Users of electronic communication devices and the internet are required to use resources and the facilities in which resources are contained in a responsible manner.
  - Adherence to state and federal laws is mandatory. In particular, the use of electronic equipment for the purpose of transmitting, retrieving or storing any communication of a defamatory, discriminatory, harassing or pornographic nature is forbidden, as is interfering with computing administration.
  - Users of electronic communication devices are expected to observe and obey campus codes of conduct. The following actions are prohibited :
    - Use of disparaging, abusive, profane or offensive language
    - Creating, viewing or displaying materials that might adversely or negatively reflect upon the USU or the University or which might be contrary to the USU's or University's best interests
- Use of computers, networks, and computing facilities for activities other than academic purposes or University business is not permitted, except insofar as such use is of an incidental, personal nature and does not place a burdensome load on resources
  - Commercial use is forbidden
  - In the event a class activity or research activity might appear to be commercial use, it should be clearly identified as a class activity, and is permitted.
  - Professional activity, broadly defined as academic or scholarly in nature, is permitted.
- The USU reserves the right to suspend the use of electronic resources for the following reasons:
  - Illegal activities, including piracy, cracking, extortion, blackmail, and copyright infringement
  - Any activity which significantly reduces the ability of others to use electronic resources
  - Activities contrary to this policy
- USU-provided cell phones and services specifically intended exclusively for business use, may not be used for non-business related activities. Such activities could result in the cancellation of the service and a request to return the device.
- No copyrighted material may be copied, reproduced, republished, uploaded, posted, stored, transmitted, or distributed in any way, without explicit permission from the owner of the material, except as provided by the fair use provisions of the Digital Millennium Copyright Act. Modification or use of these materials for any purpose that is a violation of copyright and other proprietary rights is prohibited on any web site or on any network that uses campus resources to store or transmit such materials.

- As a means of reducing the release of viruses or to contain viruses immediately, employees should not open suspicious emails, pop-ups or downloads. Contact Technology Support Services (TSS) if you receive a suspicious email.
- The USU makes no guarantee of privacy for any phone or email account. While the USU does not actively monitor accounts it reserves the right to review accounts for administrative purposes or to provide legal information or statistical data.
  - Internal and external emails are considered business records and may be subject to discovery in the event of litigation. Employees should be aware of this possibility when sending emails within and outside the organization.

## **DRESS CODE**

Because each employee is a representative of the USU in the eyes of the public, it is important that each employee report to work properly groomed and wearing appropriate dress. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed. Employees who report to work inappropriately groomed or attired may be asked to punch out and return acceptably groomed and/or dressed. If you have a question about whether certain attire is acceptable in the workplace, ask in advance of wearing such attire to work. At minimum the following attire is prohibited:

- Clothing that is dirty, torn or disheveled
- Clothing that contains images or language that might potentially offend others
- Clothing that is inappropriately tight for the workplace, or that exposes the back, shoulders, chest, stomach or upper thighs (except for certain SRC positions where this may be part of an employee's "uniform").

All employees who are required to wear uniforms provided by the USU must take care of their uniforms and report any wear or damage to their supervisors. Instructions regarding cleaning and maintenance of uniforms will be provided.

Supervisors will inform employees of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. A reasonable accommodation will be provided for religious dress and grooming practices.

Any deviations from these guidelines must be approved by your supervisor.

## **SECTION 4: BENEFITS**

### **HOLIDAYS**

The USU observes the following paid holidays in accordance with the University's holiday schedule.

- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Admissions Day (observed the Friday following Thanksgiving)
- Christmas Day\*
- Columbus Day\*
- Lincoln's Birthday\*
- Washington's Birthday\*
- New Year's Day\*
- Martin Luther King Jr. Day
- Cesar Chavez Day

*\*Holidays observed during the week between Christmas New Year's.*

Only Regular, Temporary and Emergency employees who are normally scheduled to work 30 hours per week or more are eligible for holiday pay in accordance with the University's holiday schedule. Holiday pay is prorated for Regular, Temporary and Emergency employees who are otherwise eligible for the benefit but who work less than 40 hours per week.

To be eligible for holiday pay, you must be regularly scheduled to work on the day the holiday is observed and must work your scheduled work shift on a day immediately preceding and the scheduled working day immediately following the holiday, unless an absence on either day is approved in advance in writing by your supervisor.

Eligibility for holiday pay begins upon completion of the first day of employment.

An employee on an unpaid leave of absence on the day a holiday is observed is ineligible for holiday pay.

An employee scheduled to work on a holiday will be paid at the employee's regular rate of pay for all work shifts missed as a result of the holiday and /or at the employee's regular rate of pay for all time worked on the holiday or in accordance with law.

### **VACATION**

Only Regular, Temporary and Emergency employees are eligible for paid vacation.

| <b><u>Years of Employment</u></b> | <b><u>Days/Hours Accrued Per Year</u></b> |
|-----------------------------------|---|
| <b>0 months to 6 years</b>        | <b>16</b>                                 |
| <b>73 months to 10 years</b>      | <b>18</b>                                 |
| <b>121 months to 15 years</b>     | <b>20</b>                                 |
| <b>181 months to 20 years</b>     | <b>22</b>                                 |
| <b>241 months to 25 years</b>     | <b>24</b>                                 |
| <b>Over 25 years</b>              | <b>25</b>                                 |

Employees who serve as members of the USU's executive management team and employees who serve in confidential position classifications shall accrue vacation at a rate of twenty-four (24) days per year.

Part-time employees who are regularly scheduled to work at least thirty (30) hours per week shall accrue vacation on a pro-rated basis. Vacation accrual begins on the first day of the pay period following an employee's initial date of hire. No vacation time may be taken until the completion of the first thirty (30) days of employment unless otherwise approved by the Executive Director/designee.

The USU encourages employees to take vacation time on an annual basis. Earned vacation for full-time employees accrues to a maximum of 272 hours if the employee's length of service is 120 months (10 years) or less, or 384 hours if the employee's length of service is 121 months (10 years, 1 month) or more. Earned vacation for employees working less than full-time will be pro-rated. Once the maximum accrual amount has been reached, no additional vacation will be earned until previously accrued vacation time is used, unless otherwise approved by the Executive Director. Accrued unused vacation time will be paid out upon separation from employment.

Employees on unpaid leaves do not accrue vacation time. If a paid holiday occurs during your vacation period it will be considered as paid holiday time.

In lieu of time off, employees may request to be paid out for accrued vacation time. See Human Resources for details.

## **SICK LEAVE**

Only Regular, Temporary and Emergency employees are eligible for paid sick leave.

The USU offers paid sick leave as a form of insurance for when you cannot work due to an illness or injury. Sick leave is not for "personal" absences. Do not abuse your sick leave privilege.

The USU offers paid sick leave to Regular, Temporary, and Emergency employees who are regularly scheduled to work 30/hours/week or more. Sick leave accrual begins on the first day of the pay period following an employee's initial date of hire. Full-time employees accrue sick leave at a rate of 3.69 hours per period. Part-time employees accrue sick leave on a pro-rated basis. Employees will not be compensated for unused sick leave at the end of employment.

You may also use up to six (6) months' accrual of sick leave to care for an ill child, parent, spouse, registered domestic partner, or ill child of a registered domestic partner.

Sick leave may not be used during holidays, vacations, or for hours of work outside an employee's regular schedule. If there is reason to believe that sick pay has been misused, sick pay may not be awarded.

For absences of five (5) or more consecutive work days, a certificate from a health care provider must be submitted. The certificate must state that you are under the provider's care or treatment for the days in question and that it is the provider's recommendation that you remain off work. A health care provider's certification may also be required in other circumstances. The USU may require a second opinion from a health care provider of its choice and a third and final opinion if the second opinion differs from the first.

It is the employee's responsibility to apply for any disability benefits for which you may be eligible as a result of illness or disability, including California State Disability Insurance, workers' compensation insurance, and/or any other disability insurance benefits. An employee's sick leave benefits will be fully integrated with other benefits available to you such that at no time will you be paid more than your regular compensation.

Employees will not accrue sick leave during unpaid leaves of absence.



## **BENEFITS**

Regular and Temporary employees scheduled to work 30 hours per week or more, may be eligible for the following benefits in accordance with USU policy, plan documents and/or applicable law.

- Medical Insurance
- Dental Insurance
- Vision Insurance
- State Disability Insurance
- Long-Term Disability Insurance
- Life and Accidental Death & Dismemberment Insurance
- Money Purchase Pension
- 403(b)
- Health Benefits for Retirees
- Holidays
- Vacation
- Sick Leave
- Catastrophic Leave Program
- Direct Deposit
- Educational Enhancement
- Unemployment Insurance
- Workers' Compensation Insurance

Additional information concerning these benefits including specific eligibility requirements is available from Human Resources.

Emergency and Student Assistant employees may be eligible for the following USU's benefits in accordance with USU policy, plan documents and/or applicable law.

- Medical Insurance
- State Disability Insurance
- Money Purchase Pension
- Direct Deposit
- Unemployment Insurance
- Workers' Compensation Insurance
- FICA Exemption

Additional information concerning these benefits including specific eligibility requirements is available from Human Resources.

## **CONTINUATION OF GROUP HEALTH INSURANCE (COBRA)**

The USU will comply with federal regulations relating to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, which is designed to provide employees and eligible dependents with the opportunity to continue health insurance coverage at group rates in certain instances in which coverage would otherwise cease. The premium for this coverage in addition to as applicable, a small administrative fee, is the sole responsibility of the employee or dependent. Further information may be obtained from Human Resources.

## **LEAVES OF ABSENCE**

The USU may grant leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor and Human Resources during your leave, and to give prompt notice if there is any change in your return date.

It is understood that you will not obtain other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at the USU.

Vacation, holidays and other benefits will not accrue while you are on unpaid leaves of absence. Upon return from a leave of absence, you will be credited with the full employment status which existed prior to the start of the leave. You will not receive credit for the time during the leave, except that you will retain your original date of hire.

### **1. Personal Leaves of Absence**

Upon completion of 365 days of continuous employment, an employee in a Regular or Temporary position classification may request a personal leave of absence without pay for up to ninety (90) days. Approval may be granted at the discretion of the USU. Requests for personal leave should be limited to unusual circumstances requiring an absence in excess of ten (10) working days. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

Upon hire, an employee in a Student Assistant position classification may request a leave of absence without pay during summer, interim and other University break and/or enrollment periods. Approval may be granted at the discretion of the supervisor with approval from the appropriate Management Team member. Other requests for personal leave should be limited to unusual circumstances requiring an absence in excess of ten (10) working days. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

An employee returning from a personal leave will be offered the same position held at the time of leaving, if available. If this position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. There are no guarantees of reinstatement and your return will depend on your qualifications for existing openings.

### **2. Family and Medical Leave (FMLA/CFRA)**

The USU will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in state or federal law. In certain situations, federal law requires that provisions of state law apply. In any case, employees will be eligible for the most liberal benefits available under either law.

Please contact your supervisor as soon as you become aware of the need for a family or medical leave. The following is a summary of the relevant provisions:

#### **a. Employee Eligibility**

To be eligible for family and medical leave benefits, an employee must: (1) have worked for the USU for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months; and (3) work at a location where at least 50 employees are employed by the USU within 75 miles.

b. Leave Available

Eligible employees may receive up to a total of 12 workweeks of unpaid leave during a 12-month period. A 12-month period begins on the date of an employee's first use of federal family and medical leave. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. Leave may be used for one or more of the following reasons: (1) for the birth or placement of a child for adoption or foster care; (2) to care for an immediate family member (spouse, child, or parent) with a serious health condition; or (3) the employee is unable to work because of his or her own serious health condition.

Under some circumstances, employees may take family and medical leave intermittently which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

Pregnant employees may have the right to take a pregnancy disability leave in addition to a family and medical leave; such employees should contact Human Resources regarding their individual situations.

Certain restrictions on these benefits may apply.

c. Notice and Certification

Employees seeking to use family or medical leave may be required to provide:

- (1) 30-day advance notice when the need for the leave is foreseeable; and
- (2) medical certification from a health-care provider (both prior to the leave and prior to reinstatement);

When leave is needed to care for an immediate family member or the employee's own serious health condition, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the USU's operation.

d. Compensation During Leave

Family and medical leave is unpaid. The USU may require an employee to use accrued paid leave such as sick leave and/or vacation to cover some or all of the family and medical leave. However, no employee will be required to apply any accrued paid leave to any period of FMLA leave for which the employee is otherwise receiving paid benefits, such as disability or workers' compensation benefits. The use of paid time-off will not extend the length of the leave to which an employee is otherwise entitled.

e. Benefits during Leave

The USU will continue to pay its share of group health insurance premiums for an employee on family and medical leave for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the USU may recover premiums it paid to maintain health coverage for an employee who fails to return to work following family and medical leave.

Employees on family and medical leave who do not receive continued paid coverage, or whose paid coverage ceases after 12 workweeks, may continue their group health insurance coverage through the USU in conjunction with federal COBRA guidelines, if applicable, by making monthly payments to the USU for the amount of the relevant premium. Employees should contact Human Resources for further information.

f. Job Reinstatement

Under most circumstances, upon return from a family and medical leave, an employee will be reinstated to his or her previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee returning from a family and medical leave has no greater right to reinstatement

than if the employee had been employed continuously rather than on leave. For example, if an employee on family and medical leave would have been laid off had leave not been taken, or if an employee's position is eliminated during the leave, the employee would not be entitled to reinstatement. An employee's use of family and medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using family and medical leave.

g. **Unlawful Acts**

It is unlawful for the USU to interfere with, restrain, or deny the exercise of any right provided by state or federal law. It is also unlawful for the USU to refuse to hire or to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceedings related to family and medical leave.

**3. FMLA Leave Rights for Families of Services Members**

**Leave to Care for a Covered Service member**

The USU will provide 26 weeks of unpaid annual leave during a single 12 month period for an eligible employee to care for a spouse, registered domestic partner, son, daughter, parent, or next of kin (nearest blood relative) who is a covered service member. FMLA leave for service member families and general FMLA/CFRA leave run concurrently. A qualified employee may take twelve 12 weeks of non-military related FMLA leave and an additional 14 weeks of FMLA leave to care for a covered service member, may not take more than 26 weeks in a 12 month period. FMLA leave for service member care does not run concurrently with the 10-day leave provided for the spouses and registered domestic partners of a qualified service member during a leave from deployment.

A covered service member is a member of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one incurred by the member on active duty in the Armed Forces in the line of duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. Injuries that are in the line of duty may include car accidents, serious non-combat related illnesses such as cancer, or any other non-combat related injury that renders the member unfit to perform his or her duties.

Employees are not eligible for leave to care for a reservist who is injured while performing regular reserve duties but not on active duty. Such employees may be eligible for leave under general FMLA provisions applicable to all employees.

**4. Family Temporary Disability Insurance (FTDI or Paid Family Leave)**

FTDI (Paid Family Leave) gives workers at companies of any size partial reimbursement of their pay for up to six (6) weeks during a 12-month period. **The law does not create a new right to a leave of absence**, but rather provides pay for the time an employee is off work for a covered reason such as to bond with a new child (by birth, adoption or foster care) or for a seriously ill parent, child, spouse, registered domestic partner or child of a registered domestic partner. There is no guarantee of reinstatement after taking Paid Family Leave. For more information, contact Human Resources for a brochure or visit [www.edd.ca.gov](http://www.edd.ca.gov)

**5. Pregnancy Disability Leave**

The USU will grant an unpaid pregnancy disability leave to employees disabled on account of their pregnancy, childbirth, or related medical conditions. Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and certified as such by an attending physician.

a. Leave Available

An employee disabled due to pregnancy, childbirth, or related medical conditions may take up to a maximum of four months leave. As an alternative, the USU may transfer the employee to a less strenuous or hazardous position if the employee so requests, with the advice of her physician, if the transfer can be reasonably accommodated.

Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not with family and medical leave under California law.

b. Notice and Certification Requirements

Employees requesting to take a pregnancy disability leave must provide the USU with a certification from a health-care provider.

c. Compensation During Leave

Pregnancy disability leaves are without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. All such payments will be coordinated with any state disability or other wage reimbursement benefits for which you may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

d. Benefits During Leave

The USU will maintain your group health insurance coverage for up to a maximum of 16 weeks in a 12 month period if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the USU may recover premiums it paid to maintain health coverage for an employee who fails to return to work following pregnancy disability leave.

Employees on pregnancy disability leave who do not receive continued paid coverage, or whose paid coverage ceases after 16 workweeks, may continue their group health insurance coverage through the USU in conjunction with federal COBRA guidelines, if applicable, by making monthly payments to the USU for the amount of the relevant premium. Employees should contact their supervisor or Human Resources for further information.

e. Reinstatement

Upon the submission of a medical certification from a health care provider that an employee is able to return to work, the employee will, in most circumstances, be offered the same position held at the time of the leave or an equivalent position. However, an employee is not entitled to any greater right to reinstatement than if the employee had been employed continuously rather than on leave. For example, if the employee would have been laid off if he/she had not gone on leave, then the employee would not be entitled to reinstatement. Similarly, if the employee's position has been filled in order to avoid undermining the USU's ability to operate safely and efficiently while the employee was on leave, and there is no equivalent position available, then reinstatement would be denied.

**6. Workers' Compensation Disability Leave**

The USU will grant a workers' compensation disability leave to employees with occupational illnesses or injuries in accordance with state law. As an alternative, the USU will try to reasonably accommodate such employees with modified work. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law.

a. Notice and Certification Requirements

Employees must report all accidents, injuries and illnesses—no matter how small—to their immediate supervisor. In addition, employees must provide the USU with a certification from a health-care provider.

b. Compensation During Leave

Workers' compensation disability leaves are without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. All such payments will be coordinated with any state disability, workers' compensation or other wage reimbursement benefits for which you may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

c. Benefits During Leave

If the employee taking workers' compensation disability leave is eligible for leave under the federal or state family and medical leave laws, the USU will maintain your group health insurance coverage for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the USU may recover premiums it paid to maintain health coverage for an employee who fails to return to work following workers' compensation disability leave. If ineligible under the federal and state family and medical leave laws, employees on workers' compensation disability leave will receive continued coverage on the same basis as employees taking other leaves.

Employees on workers' compensation disability who do not receive continued paid coverage, or whose paid coverage ceases after 12 workweeks, may continue their group health insurance coverage through the USU in conjunction with federal COBRA guidelines, if applicable, by making monthly payments to the USU for the amount of the relevant premium. Employees should contact Human Resources for further information.

d. Reinstatement

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a workers' compensation leave, the employee will be reinstated to his or her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the USU's ability to operate safely and efficiently during the leave, and there are no equivalent positions available, then the employee would not be entitled to reinstatement.

**7. Military Leave (Active and Reserve Service)**

The USU provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws.

**8. Spousal/Domestic Partner Military Leave**

Qualified employees, who are spouses or registered domestic partners of a qualified member of the Armed Forces, National Guard, or Reserves ("member"), may take an unpaid leave of up to 10 days during a qualified leave period of the member.

To be eligible for this leave, the employee must 1) be the spouse or registered domestic partner of the member; 2) work for an average of 20 or more hours per week; 3) provide the USU with notice within two business days of receiving official notice that the member will be on leave from deployment that the employee intends to take leave under this policy; and 4) submit written documentation certifying that the member will be on leave from deployment during the period the leave is requested. This policy does not apply to independent contractors.

This policy does not affect an employee's right with respect to any other employee benefit provided by law and does not affect, or prevent the USU from allowing an employee to take, a leave that the employee is otherwise entitled to take. The USU will not retaliate against any employee for requesting or taking leave under this policy.

For purposes of this policy, the following definitions apply:

“Qualified member” means a person who is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or zone by the President; or a member of the national Guard or the Reserves who has been deployed during a period of military conflict regardless of area.

“Period of military conflict” means either 1) a period of war declared by the United States Congress; 2) a period of deployment for which a member of a reserve component is ordered to active duty pursuant to either U .S. Code Title 10, Sections 12301 and 12302 or Title 32.

“Qualified leave period” means the period during which the qualified member is on leave from deployment during a period of military conflict.”

#### **9. Funeral or Bereavement Leave**

In the event of a death of a significantly close person, an employee may take up to five consecutive paid workdays off with the written approval of the USU Executive Director/designee. An employee’s supervisor may approve additional time off. Employees regularly scheduled to work less than 30/hours/week are not eligible for funeral or bereavement leave.

#### **10. Jury Duty Leave**

Employees who have completed 365 days of consecutive employment will receive full pay while serving up to 10 days of jury duty. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Any mileage allowance or other fees paid by the court for jury services is to be retained by you. You may be requested to provide written verification from the court clerk of having served. If work time remains after any day of jury selection or jury duty you will be expected to return to work for the remainder of your work schedule. Employees regularly scheduled to work less than 30/hours/week are not eligible for paid jury duty leave.

#### **11. Time Off for Organ and Bone Marrow Donor Leave**

Employees who have exhausted all available sick leaves are permitted a leave of absence with pay, not exceeding 30 business days in a one year period, for the purpose of organ donation, and not exceeding five business days with pay in any one year period, for bone marrow donation. The one year period within which an employee may be eligible for leave is measured from the date the leave begins and consists of 12 consecutive months. Leave for these purposes may be taken in one or more periods. Employees requesting this leave must provide written verification that they are bone marrow or organ donors and that there is a medical necessity for the donation. The USU may require as a condition of the initial receipt of this leave that an employee use up to five days of accrued unused vacation leave for bone marrow donation and up to two weeks of accrued unused vacation leave for organ donation, unless prohibited by any applicable collective bargaining agreement. Leave provided under this policy may be taken in one or more periods.

This leave does not run concurrently with FMLA/CFRA leave.

Any period of time during which an employee is required to be absent from his/her employment position for this leave shall not be a break in continuous service for the purpose of his/her right to salary adjustment, sick leave, vacation, annual leave or seniority. If provided, the USU shall continue, maintain, and pay for coverage under its group health care plan (as defined in Internal Revenue Code Section 5000(b) for the full duration of the leave. Rights under this policy may not be diminished by a collective bargaining agreement or employee benefit plan entered into on or after January 1, 2011. The USU may comply with a collective bargaining agreement or employee benefit plan that provides greater rights than those provided in this policy.

At the end of this leave, employees will be reinstated to their former position or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. The USU may decline to reinstate an employee because of conditions unrelated to the exercise of rights provided by this policy.

The USU will not interfere with, restrain, discipline, discriminate against, or retaliate against an employee taking or attempting to take a leave for these purposes or an employee opposing an unlawful employment practice related to organ or bone marrow donation leave.

**12. Time Off For Parents' School Activities**

If you are a parent, guardian or grandparent with custody of a child in kindergarten or grades 1-12, inclusive, and wish to take unpaid time off to visit the school of your child for a school activity, you may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year), per child, provided you give reasonable notice to the USU of your planned absence. Employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off. The USU requires documentation from the school noting the date and time of your visit after it is completed.

If both parents of a child work for the USU, only one parent—the first to provide notice—may take the time off, unless the USU approves both parents taking time off simultaneously.

**13. School Leave (Suspension)**

If it is necessary for an employee who is the parent or guardian of a child to attend the child's school to discuss possible suspension, the employee should alert his or her supervisor as soon as possible so that alternative arrangements may be made. No discriminatory action will be taken against the employee for taking time off for this purpose. Such time off is unpaid.

**14. Time Off For Adult Literacy Programs**

The USU will make reasonable accommodations for any employee who reveals a literacy problem and requests that the USU assist him or her in enrolling in an adult literacy program, unless undue hardship to the USU would result.

The USU will also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs.

The USU will take reasonable steps to safeguard the privacy of any employee who identifies himself or herself as an individual with a literacy problem. An employee who wishes to identify himself or herself as such an individual can contact management directly. Further, individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While the USU generally encourages employees to improve their literacy skills, the USU will not reimburse employees for the costs incurred in attending a literacy program. Non-exempt employees may use vacation pay to make up for absences from work to attend literacy classes. Time off to attend classes is unpaid.

**15. Volunteer Firefighters, Emergency Rescue Personnel, and Reserve Peace Officers**

No employee shall receive discipline for taking time off to perform emergency duty as a volunteer firefighter, or other legally eligible emergency rescue personnel or reserve peace officers. Please alert your supervisor so that he or she may be aware of the fact that you may have to take time off for emergency duty. In the event that you need to take time off for emergency duty, please inform your supervisor before doing so where possible. Time off for such duty is unpaid.

**16. Time Off for Victims of Sexual Assault or Domestic Violence, and Stalking**

The USU will not discriminate against employees who are victims of sexual assault if they take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. The USU will not discriminate against employees who are victims of domestic violence or stalking for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining



order, or other injunctive relief to help ensure the health, safety, or welfare of a domestic violence victim or his or her child. Such time off is unpaid and certification of sexual assault will be required for time off to be granted.

The USU will not discriminate against an employee who is a victim of sexual assault, domestic violence or stalking for taking time off from work, which is will be unpaid, to seek medical attention for injuries caused by the sexual assault or domestic violence to obtain services from a shelter, program, rape crisis center, or domestic violence program, to obtain psychological counseling related to the sexual assault or domestic violence, or to participate in actions to increase safety from future sexual assault or domestic violence, including temporary or permanent relocation.

Affected employees must give the USU reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, the USU will take no action against affected employees if, within a reasonable time after the appearance, they provide the USU with documentary evidence that their absence was required for any of the above reasons.

Affected employees may use vacation, personal leave or other accrued time off, if available.

#### **17. Time Off for Victims of Violent Crimes**

Employees who are victims or related to victims of a felony defined in Penal Code § 119.2.7(c), or a felony statute prohibiting theft or embezzlement, or a select group of crimes including sexual assault, felony domestic violence, felony child abuse, assault resulting in the death of a child, felony physical abuse of an elder, felony stalking, solicitation for murder, hit-and-run causing death or injury, vehicular manslaughter while intoxicated, felony driving under the influence causing death or injury, vehicular manslaughter while intoxicated, felony driving under the influence causing injury, and a serious injury as defined by the Penal Code may take unpaid time off from work to attend judicial proceedings related to the crime. "Related to" means the employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, registered domestic partner, or the child of a registered domestic partner. The employee must give the USU a copy of the notice in advance of each scheduled proceeding. If it is impossible to do so, the employee must give the USU such notice within a reasonable time after the proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the office of the victim's advocate. An employee may use vacation time or personal leave time, for the purpose of attending the proceeding. The USU shall keep confidential all records pertaining to this time off.

#### **18. Time Off for Alcohol and Drug Rehabilitation**

The USU shall provide unpaid time off to reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the accommodation does not impose an undue hardship on the USU. Nothing in the policy prohibits the USU from refusing to hire or terminating an employee who is unable to perform his/her duties, or cannot perform the duties in a manner which would not endanger his/her health or safety or the health or safety of others because of the employee's current use of alcohol or drugs.

The USU shall make reasonable efforts to safeguard the privacy of employees exercising their rights under this policy.

Employees may use sick leave for the purposes of this policy.

#### **19. Time Off for Voting**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours of time off during an election day without loss

of pay. When possible, an employee requesting time off to vote shall give his or her supervisor at least two days' notice.

## **20. Lactation Accommodation**

The USU shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. As far as possible, this break time shall run concurrently with any break time already provided by law to the employee. Any break time given for this purpose that does not run concurrently with the break time provided by law shall be unpaid and employees provided with such break time shall record it on their timesheets. The USU is not required to provide such break time if it would seriously disrupt operations.

The USU shall make every reasonable effort to provide employees with the use of a room or other location (other than a toilet stall) close to the employees' work area for employees to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements of this policy.

## **CONFERENCE WORKSHOP AND SEMINAR ATTENDANCE**

Employees desiring to attend work-related conferences, seminars and workshops must submit for approval, a written request to their supervisor in advance of such attendance. Requests should contain the name of the activity, the date/s, location, and all associated attendance costs, as well as the reason for the request. Unless otherwise indicated, all requests for off-site activity attendance shall be considered voluntary and shall not be considered approved until written notification is provided to the employee by the USU.

The USU will generally provide full or partial payment for ordinary and customary expenses incurred as a result of such activity attendance. Employees are responsible however, for ensuring that they have a thorough understanding of what charges will be incurred by the USU and what charges will be incurred by the employer prior to registering for any activity.

Employees will be compensated at their regular rate of pay for all work shifts missed as a result of activity attendance. Meal periods will not be counted as time worked, nor will attendance at social functions that extend beyond the employee's normal work day.

Employees who are directed to attend conferences, workshops, and/or seminars by their supervisor should consult Human Resources regarding expense and compensation practices.

## ***SECTION 5:*** **USU FACILITIES**

### **USU PROPERTY AND SEARCH POLICY**

Lockers, desks, vehicles, and any other equipment furnished by the USU, are USU property and must be maintained according to USU rules and regulations. They must be kept clean and in working order and are to be used for work-related purposes. The USU reserves the right to inspect all USU property to insure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence.

Prior written authorization must be obtained before any USU property may be removed from the premises. All USU property must be returned upon resignation or termination.

### **EMPLOYEE PROPERTY**

Employees are urged not to bring valuables to work. If necessary to do so, all valuables should be kept in a secure location. The USU assumes no responsibility for the loss, theft or damage of employees' personal property.

### **VISITORS**

Friends and relatives should be asked not to visit employees during working hours. Unattended children are not allowed on USU premises at any time. For safety and insurance reasons, friends, relatives and customers are not permitted in areas restricted to employees only, unless authorized in writing by a member of the USU management team.

### **SECURITY**

Security of USU facilities as well as the welfare of our employees and customers requires that every individual be constantly alert to security risks. In this regard please note the following:

- Immediately notify your supervisor of suspicious persons, or persons acting in a suspicious manner, in or around the facility.
- Immediately notify a supervisor of the loss of keys, security passes or identification badges, or other critical USU property.

### **SOLICITATION/DISTRIBUTION OF LITERATURE**

To maintain and promote a safe and efficient workplace and to avoid interference with and disruption of USU operations and employees' work, solicitations, collections and circulation of petitions by employees during working time are prohibited. Working time includes the working time of both the employee doing the soliciting and the employee being solicited but excludes meal and break periods and time before and after work.

Distribution of non-work related literature by employees during working time or in working areas at any time is also prohibited.

In addition, the posting of non-work related notices or literature of any kind of USU property or premises by anyone other than the Executive Director/designee is prohibited.

Non-employees are not allowed on USU property or premises for solicitation, distribution or posting of literature at any time unless their activities are in accordance with USU and/or University regulations.

Any violation of this policy will result in disciplinary action up to and including termination of employment.

### **PARKING**

Parking on campus is strictly regulated by the University and is by permit only in designated locations. Questions regarding parking should be referred to Human Resources or University Parking.

### **BULLETIN BOARDS**

Bulletin boards located in break room/s, the Human Resources Training Room, and/or at hand punch rooms are reserved for the exclusive use of the USU for posting work-related notices or notices, which must be posted by law. From time to time, special notices and information for employees will be posted by the USU on these bulletin boards. Please check the boards regularly for such notices. Employee postings are not permitted.

### **KEYS**

Keys will be issued to authorized employees upon approval of the Executive Director/designee. Keys are to be used for business purposes only and may not be duplicated, loaned or transferred to another employee for any reason. The safeguarding of keys is the responsibility of the employee. To avoid compromising any USU location, lost keys should be returned to Human Resources immediately.

### **TELEPHONES**

Personal calls, both incoming and outgoing are not permitted, except in emergencies. Employees are encouraged to limit personal telephone calls to personal time and use public telephones or their own cell phones.

### **TWO-WAY RADIOS**

The two-way radio system is to be used for USU business only. Employees are prohibited from using the radios to convey personal comments and/or engage in personal conversations that do not directly pertain to the business for which they are being used.

### **HOUSEKEEPING**

All employees are expected to keep their work areas clean and organized. Common areas such as coffee rooms, lounges and restrooms should be kept clean by those using them.

### **SMOKING**

Smoking is not allowed in any USU facility. Smoking is permitted outdoors, but must occur at least 20 feet away from any door or window.

## **HEALTH AND SAFETY**

The health and safety of employees and others on USU property are of critical concern to the USU. We strive to attain the highest possible level of safety in all activities and operations. The USU also intends to comply with all health and safety laws applicable to our business.

The USU maintains an Illness and Injury Prevention Program which may be reviewed in Human Resources. In addition, the USU must rely upon our employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about work place safety including proper operating methods and known dangerous conditions or hazards. Employees should report any unsafe conditions or potential hazards to a supervisor immediately.

Periodically, the USU may issue rules and guidelines governing work place safety and health or regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines as strict compliance will be expected. Contact the Associate Director, Operations and Services for current rules and guidelines if you do not have them. Failure to strictly comply with rules and guidelines regarding health and safety or negligent work performance which endangers health and safety will not be tolerated. Any work place injury, accident or illness must be reported to your supervisor as soon as possible, regardless of its severity. If medical attention is required immediately, supervisors will assist employees in medical care, after which the details of the injury or accident must be reported.

## **CONCLUSION**

Many of the USU's policies and benefits have been treated only briefly in this handbook. If you have questions or want more information, please contact Human Resources.

## **ARBITRATION POLICY AND AGREEMENT**

1. This Policy and Agreement (“Policy”) applies to any employment-related disputes between an Employee and the University Student Union, California State University, Northridge (“USU”) and any of the USU’s agents or employees, whether initiated by an Employee or by the USU. This Policy requires all such disputes to be resolved only by an Arbitrator through final and binding arbitration. Such disputes include without limitation, disputes about compensation, termination, or harassment and claims arising under the Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act, and state statutes, if any, addressing the same subject matters, and all other state statutory and common law (excluding workers’ compensation claims).
2. This Policy is governed by the Federal Arbitration Act, 9 U.S.C § 1 et seq.
3. The parties will have the right to conduct civil discovery and bring motions, as provided by the Federal Rules of Civil Procedure as enforced by the Arbitrator. However, there will be no right or authority for any dispute to be brought, heard or arbitrated as a class action, private attorney general, or in a representative capacity on behalf of any person.
4. A demand for arbitration must be in writing and delivered to the other party within the applicable statute of limitation period. Any demand made to the USU may be made by hand or guaranteed overnight delivery to Kristen Pichler, Human Resources Officer, University Student Union, California State University, Northridge, 18111 Nordhoff Street, Northridge, CA 91330.
5. Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, in all cases where required by law, the USU will pay the Arbitrator’s and arbitration fees. If under applicable law the USU is not required to pay the Arbitrator’s and/or arbitration fees, such fee(s) will be apportioned equally between each set of adverse parties.
6. The Arbitrator may award any party any remedy to which that party is entitled under applicable law. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law.
7. Within thirty (30) days of the close of the arbitration hearing, any party will have the right to prepare, serve and file a brief with the Arbitrator.
8. This Policy is the full and complete policy relating to the formal resolution of employment-related disputes. If any part(s) of this Policy are found by a court of competent jurisdiction to be unconscionable or unenforceable, the court shall reform this Policy to the extent necessary to cure the unconscionable or unenforceable part(s), and the parties will arbitrate their dispute(s) without reference to or reliance upon the unconscionable or unenforceable part(s).

### **EMPLOYEE ACKNOWLEDGEMENT**

I have received and read, and I understand the above Policy. I understand that by starting or continuing my employment with the USU, I am bound by the terms of the Policy.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ANNUAL ACKNOWLEDGMENT AND AGREEMENT**

This is to acknowledge that I have received a copy of the University Student Union, California State University, Northridge (USU) Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of employment with the USU. I understand and agree that it is my responsibility to read and familiarize myself with the provisions of the Employee Handbook and to abide by the policies in it. If I do not understand any USU policy or procedure, I understand that I should address any questions to my supervisor or USU Human Resources.

I understand and agree that the Employee Handbook, in whole or in part, is not a contract of employment, nor is it evidence of a contract between the USU and me.

I also acknowledge that, except for the policy of at-will employment and any currently valid written agreement between me and the USU, including any collective bargaining or alternative work schedule agreement, the terms and conditions set forth in this handbook may be modified, changed or deleted at any time provided such changes are in writing and approved by the Executive Director/designee of the USU. Any agreement between the USU and me of any kind pertaining to any term or condition of my employment or its termination must be in writing.

I also acknowledge and agree that my employment with the USU is not for a specified period of time and can be terminated or modified at will at any time for any reason, with or without cause or notice, by the USU. No one in the USU has made any statements to the contrary to me and I acknowledge that no oral statements or representations regarding my employment by anyone in the USU can alter the foregoing. My at-will-employment status can be changed only in writing by an authorized USU representative. No other communications to me, whether oral or in writing, can constitute nor be evidence of any contract of employment for any specified period of time.

I agree that, except for any complaint of harassment or discrimination that I may have currently pending as of the date below, from my first date of employment I have had no cause to complain about discrimination or harassment. I acknowledge that at all times I have been fully aware of the USU's procedures for addressing such complaints. I also agree that, with regard to any such complaints I may have made before the date below, they have been resolved to my satisfaction.

**THIS PARAGRAPH APPLIES ONLY TO CURRENT NON-EXEMPT EMPLOYEES:** I also agree that, other than any amount of currently owing overtime as of the date below, I have been compensated by the USU for any and all overtime which I may have worked and that I have fully reported any such overtime which I believe may have been owed to me. I have also received all applicable meal and rest periods.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Employee Name \_\_\_\_\_

Witness Signature \_\_\_\_\_ Date \_\_\_\_\_

TO BE SIGNED ANNUALLY AND PLACED IN EMPLOYEE PERSONNEL FILE