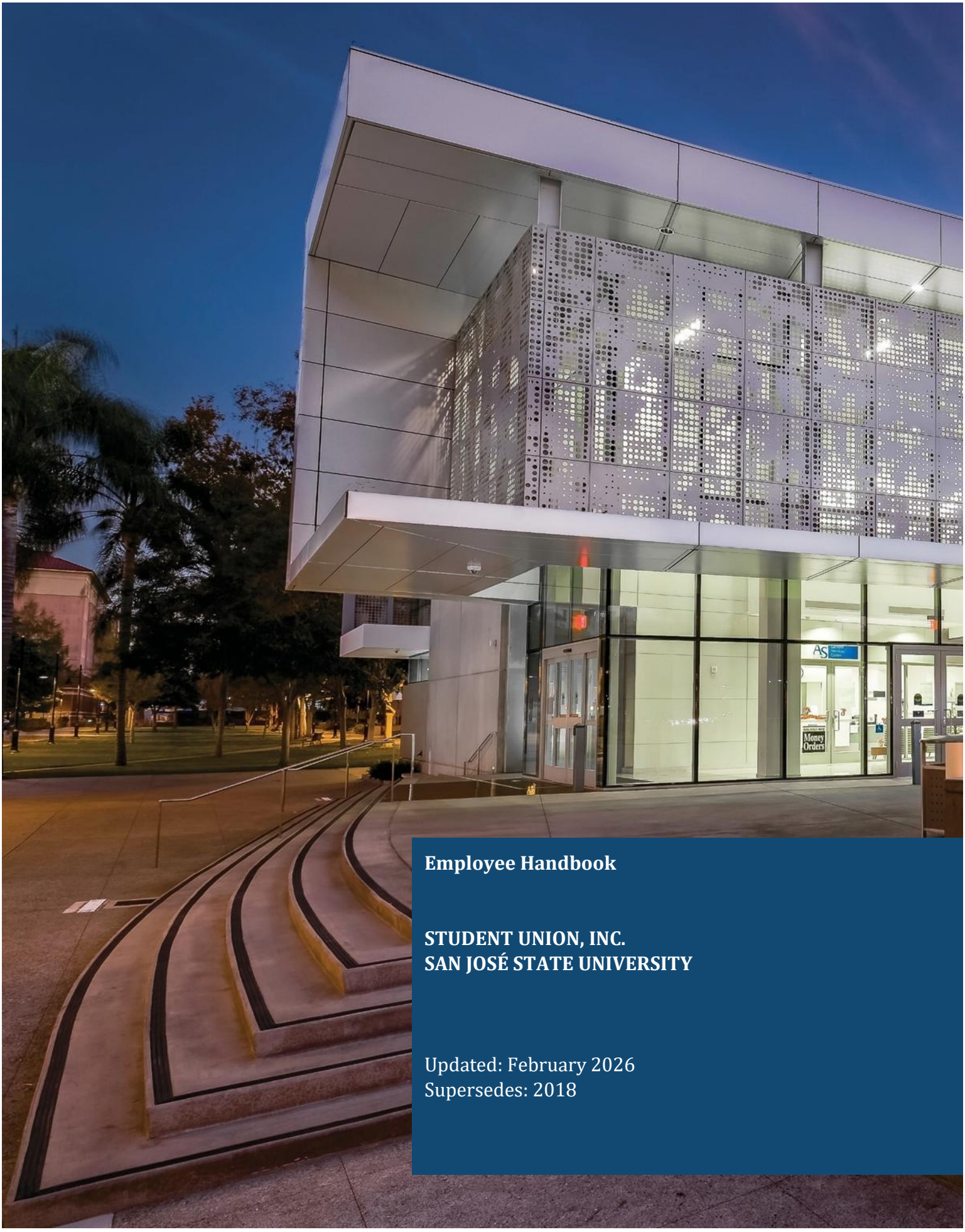


Employee Handbook

STUDENT UNION, INC.
SAN JOSÉ STATE UNIVERSITY

Updated: February 2026
Supersedes: 2018

Welcome to the Student Union, Inc.! We hope that your journey with us is meaningful, dynamic, and positive.

We believe that each employee contributes directly to the Student Union's growth and success, and we hope you will take pride in being a member of our team.

This employee handbook describes some of Student Union's expectations and outlines the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, as it will answer many questions about employment with Student Union. If you have any questions about these policies or policies not described in this handbook, please see Human Resources.

We hope your experience here is a wonderful experience and we look forward to being a partner on that journey!

Sincerely,

Jon Tucker
Executive Director

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SECTION 1: INTRODUCTION

1.1 Welcome

Welcome to the Student Union Inc. at San Jose State University ("The Student Union"). We are pleased you have chosen to join our organization and hope your professional journey with us is empowered by an inclusive environment focused on fostering a sense of belonging and empowerment to live out our mission.

1.2 About This Handbook & the Right to Revise

The Student Union's Employee Handbook contains information about the employment policies and practices of the Student Union in effect at the time of publication. All previously issued handbooks, and any inconsistent policy statements, memoranda or other Student Union documents are superseded. Although the Handbook is intended to be comprehensive, it cannot answer every question or anticipate every situation. Owing to the ongoing changes in applicable governmental regulations and the needs of our organization to retain necessary operational flexibility in the administration of policies and procedures, the Student Union reserves the right to modify, rescind, delete, or add to any of the provisions of the Handbook, except for the policy of at-will employment. You will be notified in a timely manner of any modifications to the Handbook. Should any provision in this Handbook be found to be unenforceable or invalid, such a finding shall not invalidate the entire Handbook, but only the section or subsection. Nothing in the Handbook is intended to infringe upon employee rights or be incompatible with under Section 7 of the National Labor Relations Act (NLRA), the Industrial Welfare Commission Wage Orders, the Fair Labor Standards Act, or the applicable California Labor Laws. Nothing in this handbook is intended or should be construed as creating an employment contract. All employment with the Student Union is at-will.

The Student Union includes Student Union Inc., Spartan Recreation and Aquatic Center, and the Provident Credit Union Event Center.

This Handbook will set forth the terms and conditions of employment for all employees. The Handbook will assist you in finding the answers to any questions that you may have and to familiarize you with the Student Union's philosophy, guidelines, and employee benefits. Please read it carefully and keep it for future reference.

Remember, the Handbook is only intended to provide a summary of the policies and benefits of the Student Union in effect at the time of publication. It is not intended to create a contract of employment, express or implied, or to modify the at-will nature of employment at the Student Union.

Nothing in the Handbook, or any other personnel document, including but not limited to, benefit plan descriptions, position descriptions, creates, or is intended to create a promise or representation of continued employment for any employee. Not all the Student Union policies and procedures are set forth in the Handbook. We have summarized only some of

the more important ones. If you have any questions or concerns about the Handbook or any other policy or procedure, please contact your supervisor or the Human Resources department.

1.3 History of the Student Union

The history of the Student Union is an example of cooperation between students and administrators. The Student Union building was made a reality in a general student body election held in November 1963, which created the necessity of collecting an additional fee from the student body. Construction of the 144,000 square foot building, designed by the Palo Alto architectural firm of Ernest J. Kump and Associates, was begun in 1967. The original Student Union was opened in the Fall of 1969 and cost in excess of $5 million, including furnishings.

During the 1980's, students again voted to build a recreation and event center. In May 1988, the original Aquatic Center opened, and in May 1989, the original Event Center/Sport Club was completed. In 2006, the Student Center Facilities Project was approved via alternative consultation for the expansion & renovation of the Student Union building and the construction of a new recreation facility. **The Diaz-Compean Student Union** was renovated and expanded to be completed in 2016.

2019 brought the opening of the new **Spartan Recreation & Aquatic Center**, located at Paseo de San Carlos and 7th Street. This complete fitness and wellness center houses a 1/8-mile indoor track, rock wall & bouldering area, two pools with deck space, three basketball courts, a MAC court, four fitness studios, 4 separate cardio & fitness areas, and social meeting spaces.

The Student Union is a non-profit, 501(c)3 self-supporting corporation. The purpose of the Student Union is to contribute to the social, cultural, recreational and educational development of students, faculty, staff, alumni and the community through programs and services. The Student Union Board of Directors is the general governing and policy-making body for the Student Union. It is a recommending body to the University President in terms of policy, the annual budget, and appropriate personnel matters as covered in the By-Laws.

The Executive Director manages the day-to-day operations of the Student Union, including management of the facilities, programs and financial enterprises within the policies approved for the Student Union by the Board of Directors. The Student Union's Board of Directors is comprised of fourteen voting members.

- Nine Students
- Two Faculty
- Two Administrators
- One Community Member

1.4 Mission Statement

The Student Union supports the development, growth, and well-being of students and the campus community by providing diverse programs, desired services, and quality facilities that enhance the collegiate experience.

1.5 Core Values

Our work is rooted in the core values of:
Excellence
Creativity
Innovation
Exemplary student-focused facilities, programs, and services
Equity
Self-Discovery

1.6 At-Will Employment

Employment with the Student Union is "at-will". This means the employment relationship may be terminated at any time with or without cause and with or without prior notice by either the employee or the Student Union. Every aspect of the employment relationship with the Student Union is dependent on the Student Union's policy of at-will employment. This policy will supersede any other policy with regard to the Student Union's right to terminate employment at-will.

The Student Union reserves its inherent authority to manage and control its business enterprise and to exercise its discretion to determine all issues related to employment, including but not limited to all matters pertaining to promotion, compensation, job assignment, size of workforce, demotion, transfer, discipline, or any other details that may be determined necessary for the safe, efficient, and economic operations of its business. No director, manager, supervisor or employee has the authority to modify the at-will nature of employment as set forth in this policy. Only the Executive Director has the authority to modify the at-will nature of employment by promise, representation or otherwise enter into a binding agreement, and then only in writing and signed by the employee and the Executive Director.

The Employee Handbook or any related policies are not an implied employment contract. The at-will policy is not intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act.

1.7 Harassment, Discrimination, and Retaliation Prevention

SJSU Student Union, Inc. is an equal opportunity employer. SJSU Student Union, Inc. is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on:

- Race (including traits associated with race, such as hair texture and protective hairstyles);
- Religion (including religious dress and grooming practices);
- Color or caste;
- Sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions),

- Gender identity/gender expression/transgender status (including whether or not you are transitioning or have transitioned) and sexual orientation;
- National origin;
- Ancestry;
- Physical or mental disability;
- Medical condition;
- Genetic information/characteristics;
- Marital status/registered domestic partner status;
- Age (40 and over);
- Sexual orientation;
- Reproductive health decision-making;
- Military or veteran status;
- Use of cannabis/marijuana off the job and away from the workplace;
- The combination or intersectionality of more than one protected trait; and
- Any other basis protected by federal, state or local law or ordinance or regulation.

SJSU Student Union, Inc also prohibits discrimination, harassment, and disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the Student Union prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.
All such conduct violates Student Union policy.

Prohibited discrimination, harassment and disrespectful or unprofessional conduct includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes or comments, and slurs, or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report discrimination or harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by Student Union policy.

1.7.1 Harassment Prevention

The Student Union is committed to providing a work environment that is free of harassment and disrespectful or unprofessional conduct by any employee, including supervisors, managers and coworkers. The Student Union's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing

services pursuant to a contract and other persons with whom you come into contact while working. Harassment or disrespectful remarks or conduct based upon any Protected Characteristics is prohibited. As a result, the Student Union maintains a strict policy prohibiting harassment, including sexual harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to:

- Race (including traits associated with race, such as hair texture and protective hairstyles),
- Religious creed,
- Color, national origin, ancestry, citizenship status,
- Physical disability (including HIV/AIDS) or mental disability,
- Medical condition, genetic information,
- Marital status (including registered domestic partnership status),
- Sex and gender (including pregnancy, childbirth, lactation and related medical conditions),
- Gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify),
- Age (40 or over),
- Sexual orientation,
- Civil Air Patrol status,
- Military and Veteran status,
- An individual's reproductive health decisions; and
- Any other consideration protected by federal, state or local law.

The Student Union also prohibits discrimination and harassment on the basis of any Protected Characteristics or intersectionality or combinations of Protected Characteristics. This includes any perception that a person has or is associated with someone who has one or more Protected Characteristics.

For purposes of this policy, discrimination or harassment on the basis of "national origin" also includes discrimination or harassment against an individual because that person holds or presents a California driver's license issued to those who cannot document their lawful presence in the United States and based on any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. All such harassment is prohibited.

This policy applies to all persons involved in our operations, including students, coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers,

or any other third party interacting with the Student Union ("third parties") and prohibits harassing conduct (as defined in this policy) by any employee or third party of the Student Union, including nonsupervisory employees, supervisors and managers. If such harassment occurs on the Student Union's premises or is directed toward an employee or a third party interacting with the Student Union, the procedures in this policy should be followed.

1.7.2 Sexual Harassment Defined

Prohibited harassment also includes sexual harassment. Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- 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.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. Sexual harassment includes, but is not limited to the following:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- Physical conduct, including but not limited to unwelcome touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.

An employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire. An employee who engages in unlawful harassment may be personally liable for harassment even if the Student Union had no knowledge of such conduct.

1.7.3 Other Types of Harassment

Harassment on the basis of any legally Protected Characteristic, as identified above, is prohibited. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected characteristic;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings or gestures based on a protected characteristic; and
- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected characteristic.

1.7.4 Abusive Conduct Prevention

It is expected that the Student Union and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of management's expectations, during working times, and that they refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include but are not limited to repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

1.7.5 Anti-Retaliation

The Anti-Retaliation Policy is designed to reinforce the Student Union's commitment to protect any applicant, employee, or other individual who raises concerns about workplace issues, participates in investigations, or exercises their rights under applicable laws. Retaliation against any employee who, in good faith, reports a suspected violation of Student Union policies, participates in an investigation, or engages in any protected activity is strictly prohibited. Retaliatory actions may include, but are not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit, intimidation, coercion, threats, or any other retaliatory behavior.

It is the Student Union's policy to adhere to all applicable laws protecting our employees against unlawful harassment, retaliation, or discrimination resulting from them raising good faith questions or concerns. Protected activities may include but are not limited to: reporting workplace violations or illegal activities, participating in an internal or external investigation, cooperating with law enforcement or regulatory agencies, requesting reasonable accommodation under the applicable laws, and exercising rights protected by applicable labor and employment laws.

Retaliation includes any conduct that would reasonably dissuade an employee from raising, reporting or communicating about good faith concerns through our internal reporting channels or with any governmental authority or from participating in or cooperating with an investigation or legal proceeding raising such concerns. Retaliation may occur through

conduct or written communication and may take many forms, including actual or implied threats, verbal or nonverbal behaviors, changes to the terms or conditions of employment, coercion, bullying, intimidation, or deliberate exclusionary behaviors.

The Student Union is dedicated to promoting an environment where employees feel secure in bringing forth issues without fear of retaliation. Employees who believe they have experienced retaliation or witnessed retaliatory behavior are encouraged to promptly report the incident to their supervisor/manager or the Human Resources Office. The Student Union is committed to investigating all reports of retaliation promptly, impartially, and with reasonable confidentiality. Any employee found to have engaged in retaliation in violation of this policy will be subject to disciplinary action, up to and including termination of employment. The Student Union will also take appropriate corrective measures to prevent further retaliation and ensure a safe and respectful work environment.

1.7.6 Fraud Prevention and Whistleblower Policy

To support the Student Union's goal of legal compliance and transparency in all phases of its operations and activities, we encourage and enable employees to raise issues and concerns in a productive and constructive manner, using internal redress mechanisms, to increase transparency and provide timely opportunity to learn of and address allegations of unlawful or unethical practices directly from employees.

If any employee reasonably believes that a policy, practice, process, or activity of The Student Union, Inc. is in violation of a law, a rule, a regulation mandated pursuant to law, or is in violation of a clear mandate or public policy concerning the health, safety, welfare, protection of the environment, or is unethical, the employee should report the activity immediately to the Human Resources department, who will initiate a timely, 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.

Whistleblowers are protected by the Whistleblower Protection Act and California Labor Code 1102.5, which protects whistleblowers from retaliation when reporting suspected illegal conduct or activity to any government or law enforcement agency, or to a person with authority over the employee. . The Student Union strictly prohibits, and will not tolerate, any form of retaliation against any individual making a good faith report.

If an employee elects not to report suspected unlawful activity as defined above to the Student Union Human Resources Department, the employee may contact the SJSU appointed Campus Administrator, the California State Auditor Hotline at (800) 952-5665 and/or 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.

1.7.7 Non-Discrimination

The Student Union is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Student Union operations. The Student Union prohibits unlawful discrimination against any job

applicant, employee or unpaid intern by any employee, including supervisors and coworkers based on any of the Protected Characteristics listed above in Section 1.7.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is also prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the Student Union is not obligated to disclose the wages of other employees.

1.7.8 Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

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

Any job applicant or employee who requires an accommodation to perform the essential functions of the job should contact an HR manager and discuss the need for an accommodation. The Student Union will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job.

An applicant, employee or unpaid intern who requires an accommodation for a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact the HR manager and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Student Union will make the accommodation.

The Student Union will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or coworkers.

1.7.9 Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure

Applicants and employees are encouraged to report incidents of inappropriate or unwelcome conduct in the workplace, either witnessed or experienced, promptly without hesitation to the Human Resources Department at suhr-group@sjsu.edu. All reports are taken seriously and are investigated timely and fairly by the Human Resources Department.

Additional situations where the Human Resources Department will initiate an investigation include, but are not limited to:

- A Manager/Supervisor receives a report and immediately notifies the Human

Resources Department; or
- The Human Resources Department gains knowledge of adverse conduct in the workplace that is potentially in violation of this policy.

The Student Union's investigations will be kept confidential, including the names of complainants, witnesses, alleged and information gathered as a part of the investigation, to the extent possible. The Student Union will only share the "need to know'' information with those that "need to know". The individuals involved with the investigation have a responsibility to keep all information about the investigation confidential. Violation of this confidentiality clause may result in disciplinary action, up to and including termination. An investigation may include, but is not limited to, various methods such as fact-finding conversations, interviews, and surveys.

If a report is requested to be withdrawn, the Student Union will evaluate the case and may continue the investigation due to additional factors such as:

- The number of adverse conduct reports for a single individual in a given time period;
- The number of adverse conduct reports for a single individual historically; or
- The seriousness of the allegations.

The Student Union will notify the complainant(s) and the person alleged to have engaged in inappropriate conduct as well as any other "need to know" individuals as to the conclusion of the investigation. Both the rights of the complainant and the person alleged to have engaged in inappropriate conduct will be considered in an investigation and subsequent action. For more information about Disciplinary Action, see Section 7.

Reports may also be made directly to governmental agencies, including but not limited to the following:

- California Civil Rights Department (CRD)
  - Website: www.calcivilrights.ca.gov
  - Email: contact.center@calcivilrights.ca.gov
  - Phone: (800) 884-1684, (800) 700-2320 (TTY)
  - Address: 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758
- U.S. Equal Opportunity Commission
  - Website: https://www.eeoc.gov/employees
  - Email: info@eeoc.gov
  - Phone: (800) 669-4000, (800) 669-6820 (TTY)
  - Address: 96 N. Third Street, Suite 250, San Jose, CA 95112

For further information, contact the Human Resources Department at suhr-group@sjsu.edu.

Any employee who believes they have been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, client, vendor, customer, or

any other third party interacting with the Student Union in violation of any of the policies included in this Handbook, or who is aware of such behavior against others, should immediately provide a written or verbal report to any of the following:

- Their supervisor
- Any other supervisor
- The HR Manager
- The HR Team
- The Executive Director
- To file a complaint, call 408-924-6361
- To email a complaint, write suhr-group@sjsu.edu

Please provide all known details of the incident(s), names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but it is not mandatory.

The Student Union encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by any policy in this Handbook immediately so that complaints can be quickly and fairly resolved.

If an employee alleges that their supervisor or any another manager has engaged in harassing, discriminatory or retaliatory conduct, or conduct that is otherwise believed to violate any policy in this Handbook, the employee must report the alleged conduct to Human Resources – reporting directly to the offending supervisor directly is not sufficient. Employees are not required to make a complaint directly to their immediate supervisor. Supervisors and managers who receive complaints of misconduct must also immediately report such complaints to Human Resources who will attempt to resolve issues internally.

When a report is received, the Student Union will conduct a fair, thorough, objective investigation that provides all parties with appropriate due process, and reaches reasonable conclusions based on the evidence collected in a timely manner. The Student Union expects all employees to fully cooperate with any investigation conducted by the Student Union into a complaint of prohibited harassment, discrimination or retaliation, or regarding the alleged violation of any other Student Union policies. The Student Union will maintain confidentiality surrounding the investigation to the extent possible, but complete confidentiality cannot promise. The Student Union will work to the extent permitted under applicable federal and state law to keep confidentiality on all matters.

Upon completion of the investigation, the Student Union will communicate its conclusion as soon as practical. If the Student Union determines that any of its policies have been violated, corrective action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct. The Student Union will take appropriate action to deter any such conduct in the future.

You should also be aware that the Federal Equal Employment Opportunity Commission and

the California Civil Rights Department investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you've been harassed, discriminated against or retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. Information may be located by visiting the agency website at www.eeoc.gov or https://calcivilrights.ca.gov. The CRD Sexual Harassment Prevention training may be accessed here: https://calcivilrights.ca.gov/shpt. The nearest office can be found by visiting the agency websites at https://calcivilrights.ca.gov and www.eeoc.gov.

1.8 Diversity, Equity and Inclusion

The Student Union is committed to fostering a diverse workforce, and maintaining a workplace that is equitable, inclusive and safe for all employees. From recruiting practices, to pay and benefits, promotions, and all other aspects of employment with us, an environment of equity is of the utmost importance.

We not only recognize that our employees comprise a wide range of backgrounds and characteristics, but we also believe those differences should be celebrated and valued. Whether it's race, religion, sex, gender, national origin, ancestry, color, language, age, marital status, sexual orientation, gender identity, gender expression, physical or mental disability, medical condition, genetic information/characteristics, veteran status, political affiliation or any other characteristic, these are parts of each of you that contribute to your experiences as humans, and ultimately to the knowledge and expertise that make you a valuable asset to our organization.

The Student Union is committed and determined to ensure access, opportunity, and advancement for all individuals. We are always looking for ways we can cultivate an inclusive work environment, strengthen our cultural competency, and train our managers and employees to provide opportunities for growth and development.

It is our intention that all our employees, regardless of background or characteristic, are always treated with respect and dignity. Likewise, we expect that as our employees, you treat your coworkers, supervisors and other community members with the same dignity and respect at all times.

Disrespectful, inappropriate behavior or conduct toward others will not be tolerated and may subject an employee to disciplinary action, up to and including termination.

If you feel you have been mistreated, harassed, or discriminated or retaliated against in violation of the Student Union's *Harassment, Discrimination and Retaliation Prevention Policy*, please contact your supervisor or HR Manager.

1.9 Definitions

This section defines the different categories of employment within the Student Union for purposes of this document.

- **Benefitted**: Any employee whose position receives access to health, dental,

retirement, vacation, and other benefits.

- **Non-Benefitted**: Any employee whose position does not receive access to major benefits including health, dental, retirement. They will receive access to sick leave.
- **Exempt**: Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay as provided by the Federal Fair Labor Standards Act (FLSA), Industrial Welfare Commission Wage Orders, California Labor Code, or other state laws.
- **Non-Exempt**: Non-exempt employees are paid hourly for the hours they work. Non-exempt employees are entitled to holiday pay and overtime pay in accordance with the applicable laws. See the Overtime section.
- **Full-time**: Employees who work thirty (30) hours or more per week. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program. Full-time employees may be exempt or non-exempt depending on their role.
- **Part-time**: Employees who work up to a maximum of twenty-nine (29) hours per week at any given time. Part-time staff employees are eligible for some of the benefits offered by the Student Union and are subject to the terms, conditions, and limitations of each benefits program.
- **Student**: Any employee who is currently enrolled at SJSU and working, or is between semesters of enrollment. These positions are classified as generally part-time during the academic year.
- **Regular**: Regular employees are employees who are not classified in student positions but may be full- or part-time.
- **Bridge**: Bridge students are students who are eligible to continue working in their student roles, per SJSU guidelines, after graduation for one semester or during intersessions between semesters when they're enrolled for the next semester.

SECTION 2: HIRING PRACTICES

2.1 Employment Applications

The Student Union depends on the veracity of the data collected during the application process. Any falsification, omission, or misrepresentation on an application, curriculum vitae, resumes or other employment document may result in the culling of the applicant from that recruitment. If the applicant has been hired, disciplinary action up to and including termination may occur.

2.2 California Consumer Privacy Act Notice For Applicants

This California Privacy Notice is meant describe the Student Union's privacy practices with respect to our collection of Personal Information as required under the California Consumer Privacy Act ("CCPA"). This Notice applies only to job applicants and candidates for employment who are residents of the State of California and from whom we collect "Personal Information" as defined in the CCPA.

1) Information We Collect About Job Applicants

We may collect Personal Information from users in a variety of ways. The methods and situations where data is collected may include, but are not limited to, your mobile device, through your email, in physical locations, through your applications, and your telephone. We only collect, maintain, and use Personal Information as allowed by law and limit the collection of personal information to what is relevant and necessary to accomplish a lawful purpose of the Student Union. Examples of the Personal Information and sensitive personal information that you provide us during the job application may include, but are not limited to, demographic information, employment history, education history, your home or mailing address, telephone number, email address, or data you permit us to obtain from third parties.

For purposes of this Policy Personal Information does not include:

- De-identified or aggregated information
- Publicly available information from government records

2) Use of Personal Information

The intent of this policy is to provide an overall description of how the information collected will be used. Your Personal Information may be used in variety of ways depending on the circumstances. The Student Union may use or disclose your Personal Information for one or more of the following purposes: to inform you about your candidacy for positions you have applied to; to obtain or verify background checks, references, and education/employment history; retention of application information; to manage or assess Student Union business relationships with vendors, service providers; to evaluate and/or improve recruiting methods and strategies; to execute transactions that require review or disclosure of job application; to protect against malicious or illegal activity and prosecute those responsible; to prevent identity theft; and/or to verify and respond to consumer requests from job applicants under applicable consumer privacy laws.

3) Sale or Sharing of Personal Information with Third Parties

The Student Union does **not** and will not sell your Personal Information or Sensitive Personal Information for any monetary or other valuable consideration. The Student Union does **not** and will not share your Personal Information or Sensitive Personal Information for cross-context behavioral advertising.

4) Retention of Personal Information

Category	Examples	Retention Period
Personal Identifiers	Name or alias	If hired, the name will be retained for the duration of employment, plus 6 years. If not hired, it will be retained for 4 years after the date the position was filled or the date the information was received, whichever is longer.
Contact Information	Postal address, home or mailing; email address; cell phone or home phone number	If hired, the information will be retained for the duration of employment. If not hired, it will be retained for 4 years after the date the position was filled or the date the information was received, whichever is longer.
Pre-Hire Information	Information provided in your resume, gathered as part of a background screening or check, reference check, interview notes, information contained in candidate evaluation records or assessments, work samples, or voluntary disclosures.	If hired, the information will be retained for the duration of employment, plus 6 years. If not hired, it will be retained for 4 years after the date the position was filled or the date the information was received, whichever is longer.
Employment History	Information provided regarding prior job experience, positions held, and salary expectations within the applicable laws.	If hired, the information will be retained for the duration of employment, plus 6 years. If not hired, it will be retained for 4 years after the date the position was filled or the date the information was received, whichever is longer.
Education Information	Information contained in the applicants resume or presented regarding their education history, transcripts, certifications, or records of degrees.	If hired, the information will be retained for the duration of employment, plus 6 years.

		If not hired, it will be retained for 4 years after the date the position was filled or the date the information was received, whichever is longer.
Inferences	Personal Information collected may be used to develop inferences regarding job applicants' predispositions, behavior, attitudes, intelligence, abilities, and aptitudes for purposes of recruiting and hiring assessments and decisions.	If hired, the information will be retained for the duration of employment, plus 6 years. If not hired, it will be retained for 4 years after the date the position was filled or the date the information was received, whichever is longer.
Medical or Health Information	Information related to reasonable accommodations, disclosed disabilities, or previous medical conditions	If hired, the information will be retained for the duration of employment, plus 6 years. If not hired, the retention period will be 2 years from the date it was collected.

The Student Union will retain personal information from each category in accordance with our established data retention schedule as indicated above. Some of the retention periods in the retention schedule above are measured from a particular point in time that has not occurred yet, such as the end of employment or end of a relationship (whether business, contractual, or transactional) plus a certain number of years. Where no particular event is defined in the retention schedule as the point from which the retention period is measured, we will measure the retention period from either (1) the date the record or data was collected, created, or last modified, (2) the date of the particular transaction to which the record or data pertains, or (3) another triggering event that is determined to be reasonable and appropriate based on the nature of the data and the legal/business needs for its continued use.

In deciding how long to retain each category of Personal Information that we collect, we consider many criteria, including, but not limited to: the business purposes for which the Personal Information was collected; relevant federal, state, and local recordkeeping laws; applicable statutes of limitations for claims to which the information may be relevant; and legal preservation of evidence obligations.

Our legal basis for processing most of this information is in fulfillment of CSU requirements, including those set out in the California Education Code and/or Title V of the California Code of Regulations, or under applicable state or federal law. The Student Union applies our data retention procedures on a yearly basis to determine if the business purposes for collecting the Personal Information, and legal reasons for retaining the Personal Information, have

both expired. If so, we will purge or delete the information in a secure manner.

5) Access to Privacy Policy
For more information, please review our privacy policy, as well as SJSU's Privacy Policy.
By submitting application materials (e.g., resume, cover letter and/or other materials), I acknowledge and confirm that I have received and read and understand this disclosure and I hereby authorize and consent to the Student Union's use of the Personal Information and Sensitive Personal Information it collects, receives, or maintains for the business purposes identified above.

2.3 Pay Transparency

Pursuant to California Labor Code Sec. 432.3, employers are required to disclose the applicable pay scale on their job postings for any position that might be filled in California, including remote roles. Upon request by an applicant the Student Union will provide the full compensation range for the position they applied for. Current employees may request the pay scale or range for their current position. The Student Union will strive to complete these requests within 96 hours.

2.4 Emergency Hire

Emergency hires can be employed by the Student Union for 180 days. During this time, they are eligible to receive full benefits, including one (1) personal day, sick leave, and vacation leave. Emergency hires are considered "at-will" employees, and their appointment does not constitute a guarantee of employment.

2.5 International Students

The Student Union supports the employment of international students. International students are required to have a social security number (SSN) once a job offer has been accepted. This is needed in order for the employee to complete a background check, as well as to be paid for hours worked for the Student Union. To acquire a SSN, please reach out to the Social Security Administration Office (SSA) to set up an appointment. Please note that the Student Union does not sponsor visas.

International students are also required to provide their work authorization document within their first week of employment. These documents are important as they allow the Student Union to track the expiration date of the work authorization. Within three (3) months of the document's expiration date, Human Resources will reach out to the international student and begin the process of renewing their work authorization. These documents include but are not limited to the following:

- I-20 Documentation
- F-1 CPT, M-1, or J-1 Documentation

2.6 Background Check Policy

The Student Union recognizes the importance of maintaining a safe and secure workspace with employees who are qualified and nonviolent, and who do not present a risk of serious harm to their coworkers or others. To promote these concerns and interests, the Student Union reserves the right to investigate an individual's prior employment history, personal

references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Student Union also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law. The Background Check Policy applies to a candidate (regular, student, or volunteer) who has received an offer of employment (contingent upon a successful completion of the background check). This Policy also applies to current employees who may be subject to background checks in accordance with legal requirements or business needs such as an employee seeking another position within the Student Union as well as a change in policy or practice.

A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal anti-discrimination and privacy laws. The Student Union is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

For more information about backgrounds visit the CSU document.

2.7 Non-Discrimination

The Student Union is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Student Union operations. The Student Union prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee, including supervisors and coworkers.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the Student Union is not obligated to disclose the wages of other employees.

2.8 Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

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

Any job applicant or employee who requires an accommodation to perform the essential functions of the job should contact an HR manager and discuss the need for an accommodation. The Student Union will engage in an interactive process with the employee

to identify possible accommodations, if any, that will help the applicant or employee perform the job.

An applicant, employee or unpaid intern who requires an accommodation for a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact the HR manager and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Student Union will make the accommodation.

The Student Union will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or coworkers.

2.9 Equal Employment Opportunity

The Student Union is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, interns and volunteers based on their: race (including traits associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, citizenship status, physical disability (including HIV/AIDS) or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status, an individual's reproductive health decisions and any other consideration protected by federal, state or local law (collectively referred to as "Protected Characteristics"). The Student Union also prohibits discrimination and harassment on the basis of any combination of Protected Characteristics and on the basis of any perception that a person has or is associated with someone who has one or more Protected Characteristics.

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law.

The Student Union allows employees to self-identify their gender, name and/or pronoun,

including gender-neutral pronouns. The Student Union will use an employee's gender or legal name as indicated on a government-issued identification document only as necessary to meet an obligation mandated by law. Otherwise, the Student Union will identify the employee in accordance with the employee's current gender identity and preferred name.

The Student Union will not tolerate discrimination or harassment based upon these protected characteristics or any other characteristic or combination of characteristics protected by applicable federal, state or local law. The Student Union also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers.

For questions or concerns regarding the equal employment opportunity policy in the workplace, contact a direct manager, the Human Resources Office or the Executive Director. All employees should raise such concerns without fear of retaliation. See the Retaliation Section for more information. If an employee is found to have violated this policy, they will be subject to disciplinary action, up to and including termination of employment.

2.10 Immigration Law Compliance

The Student Union is fully dedicated to complying with the federal immigration laws. In order to comply with the Immigration Reform and Control Act of 1986 and the Immigration and Naturalization Act of 1990, all new employees must both establish their identity and employment eligibility for employment in the United States within the first three (3) days of employment. All offers of employment and the ability to maintain employment are conditioned on the presentation of sufficient documentation to establish your identity and legal right to work in the United States. All rehired employees must provide documentation to reestablish their eligibility for employment.

2.11 Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Student Union 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 and/or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact the Human Resources Department at suhr-group@sjsu.edu to request such an accommodation.

Employees or applicants who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Student Union will evaluate information obtained from the employee, and possibly the employee's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee through an interactive process to identify possible accommodations, if any, that will help to eliminate or otherwise address

the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Student Union and/or a direct threat to the health and/or safety of the individual or others, the Student Union will generally make the accommodation, or it may offer another reasonable accommodation which may also be effective.

Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and by being willing to consider alternative accommodations when applicable. In some cases, the above-described interactive process may be triggered without a request from the employee, such as when the Student Union receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to Human Resources.

The Student Union will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

For more information, see CSU Disability Rights and Discrimination, Harassment & Retaliation or to make a complaint contact the Civil Rights Department (CRD) at accommodations@calcivilrights.ca.gov or (844)-541-2877.

2.12 Employment of Relatives and Fraternization

In order to avoid potential conflicts of interest, favoritism, harassment or breaches of professional standards, supervisors are prohibited from being a relative of or in romantic relationship with another employee who is a subordinate of the supervisor or over whom the supervisor or manager may have any influence concerning the employee's pay, benefits, job duties, performance evaluation, promotion, transfer, hiring, discipline, assignments, or other terms and conditions of employment ("prohibited situation"). In addition, the Student Union will not hire or place an individual who is a relative of or in a romantic relationship with another employee when a prohibited situation(s) would arise.

If such a relationship occurs or exists, or if an individual is applying for a position that would create a prohibited situation, both the involved supervisor and the involved employee/applicant must report the relationship to Human Resources immediately. Additionally, both individuals are required to take steps to resolve any actual or potential conflict of interest or impropriety created by the relationship.

Appropriate steps will be taken consistent with this policy in the sole discretion of the Student Union. This may include, but is not limited to, adjusting or the removal of any reporting relationship between the supervisor and the Employee, or termination of employment. The Student Union reserves the right to take whatever action is necessary to resolve the matter.

Employees who violate this policy, including the reporting requirement, will be subject to disciplinary action up to and including termination of employment.

In other cases where a conflict or the potential for conflict arises, job performance is impacted, or other business interests are implicated because of a relative or romantic relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment. The Student Union reserves the right to take whatever action is necessary to resolve the matter. For purposes of this policy, the term "relative" includes individuals related by blood or marriage or whose relationship with the Employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status). For purposes of this policy, the term romantic relationship includes, but is not limited to, casual or serious dating, casual sexual involvement, cohabitation and any other conduct or behavior normally associated with romantic, dating or sexual relationships. Present Employees who marry will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions that present a conflict of interest or danger of conflict of interest.

SECTION 3: EMPLOYMENT RELATIONSHIP

The Student Union employs full-time, part-time, and student employees. Each member of the staff works to provide quality facilities and services to the campus and surrounding community.

It is you, the Student Union staff, which represents the Student Union to the Students, the University and the Community. Be aware of others, and be as helpful, polite, and courteous as possible. It is the most important part of your job. Again, welcome to the team, and we hope that your work experience will be meaningful and mutually beneficial!

3.1 Orientation & Mandatory Trainings – All Employees

3.1.1 Orientation

As part of the onboarding process all new employees are required to attend a general orientation session presented by Student Union Human Resources. This process includes distributing information on mandatory personnel policies such as: general expectations of the Student Union, benefits, safety information, sexual harassment, Title IX, bullying, business use of the internet, payroll processes and procedures, etc. Department specific training will be distributed by your supervisor regarding your facility, department policies, and your job responsibilities. Additional training opportunities will be announced via email.

3.1.2 Mandatory Trainings

The current list of mandatory trainings may be found here: https://docs.google.com/spreadsheets/d/1ZfqFcSzpQuK2wEibWJJ_bYg7Yeua0NOojJTBLrAi0qw/edit?gid=0#gid=0

- SJSU Student Union Discrimination and Harassment Prevention Program (Non/Supervisors) [SJSU-SU-CURRIC-SHPS]:
  In order to comply with California state law all employees must complete sexual harassment training within six (6) months of being hired and every two (2) years thereafter. Supervisory employees are provided with at least two (2) hours, and non-supervisory employees are provided with at least one (1) hour of training. This training helps employees understand the purpose of workplace harassment and anti-discrimination laws and fosters a clear understanding of their importance and application. This CSU-approved training is online, interactive, and scenario-based to enhance understanding.

- SJSU Student Union Gender Equity and Title IX Curriculum [SJSU-SU-CURRIC-GETIX]:
  This course also provides state-specific legal definitions of sexual violence, and describes victim protections, helps understand how to identify, report, and prevent campus sexual violence, as well as assisting victims of sexual assault, strategies for bystander intervention, and school disciplinary proceedings. Federal law requires all colleges and universities that participate in federal financial aid programs to train their faculty and staff on how to recognize sexual misconduct, report incidents to campus authorities, and prevent sexual misconduct from occurring in the first place. Examples are based on real cases that teach important concepts to build a safe campus community and create a culture that does not tolerate sexual violence. This training satisfies the Title IX and the Campus Sexual Violence Elimination Act (Campus SaVE Act) training requirements.

- SJSU Student Union Mandated Reporters of Child Abuse [SJSU-SU-CURRIC-MNDR]:
  As a society, we all share the responsibility of protecting our children from abuse and neglect. To encourage adults to report suspected abuse or neglect, all 50 states have laws requiring that adults in professions that regularly come in contact with children must report any mistreatment to local government agencies. These laws establish a legal duty to report and penalties for failing to report, while granting immunity and confidentiality to those who report in good faith. Depending on the state, these laws also authorize and encourage adults otherwise not required to report to contact the authorities when they suspect the mistreatment of children.

- Data Security and FERPA [SJSU-CURRIC-DSP]:
  The Family Educational Rights and Privacy Act (FERPA) guarantee both the confidentiality of students' education records and students' right of access to their own records. Colleges and universities provide access to protected student information to employees, instructors, administrative staff, and others. All of these must understand what FERPA requires and what it forbids.

- SJSU Student Union Injury and Illness Prevention Program [SJSU-SU-CURRIC-IIPP]:
  Injury and Illness Prevention Program for SJSU Student Union employees.

3.2 Conflicts of Interest

The Student Union expects all employees to represent the Student Union in a positive, ethical, and loyal manner; this includes an obligation to avoid actual and potential conflicts of interest with the Student Union, vendors, clients, and other employees. Employees must abstain from gaining personal benefit from actions or decisions made as part of their official duties, whether direct or indirect such as, but not limited to, bribes for business or a business relationship, engaging with competing businesses, or utilizing a family business. Furthermore, all property of the Student Union, including but not limited to data, products, designs, procedures, and strategies, should not be used for personal gain or use, or disclosed to an outside entity, except when appropriate authorization is received.

Employees should make the Student Union employment priority over any additional employment to effectively perform essential functions and avoid adverse situations like conflicts of loyalty. Employees may engage in or have outside business or personal interests or activities that do not constitute or have the potential of creating a conflict of interest with their employment with the Student Union.

3.3 Religious Accommodation

The Student Union will provide reasonable accommodation for employees' sincerely held religious beliefs, observances, and practices when a need for such accommodation is identified, and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the conduct of the Student Union's business.

The Student Union has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Student Union establishes a system of open communication between employees and the Student Union to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of Human Resources to initiate the accommodation process. The Student Union asks that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

The Student Union will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

3.4 Accommodation for Adult Literacy Programs

The Student Union provides reasonable accommodation and assistance to an employee who reveals a literacy problem and requests assistance to enroll in an adult literacy education program unless doing so will result in an undue hardship to the Student Union's business operations. Examples of assistance include providing employees with the location of local literacy programs and arranging for jobsite visits by literacy education providers.

Employees who wish to self-identify as an individual with a literacy problem and request an accommodation should contact Human Resources. The Student Union will take reasonable steps to safeguard the privacy of any employee who self-identifies. In addition, employees who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While the Student Union encourages employees to improve their literacy skills, the Student Union will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as a reasonable accommodation unless doing so will result in an undue hardship. However, if time off is provided, the time off may be unpaid. If time off is unpaid, employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off.

3.5 TITLE IX

The Student Union does not discriminate based on sex, gender, gender identity, gender expression, sexual orientation, or any other legally protected characteristic or combination of characteristics in its education programs or activities. Title IX of the Education Amendments of 1972, and certain other federal and state laws, prohibit discrimination based on sex in all education programs and activities operated by the university (both on and off campus). For more information, please visit the SJSU Title IX policy here.

3.6 Consensual Relationships

Objective

The Student Union strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The environment of the Student Union should be

characterized by mutual trust and the absence of intimidation, oppression and exploitation. The Student Union will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, the Student Union will seek to prevent, correct, and discipline behavior that violates this policy.

All employees, regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

Managers and supervisors who knowingly allow or tolerate discrimination, harassment or retaliation, including the failure to immediately report such misconduct to Human Resources, are in violation of this policy and subject to discipline.

Prohibited Conduct Under This Policy
The Student Union, in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations, enforces this policy in accordance with the following definitions and guidelines:

Discrimination
It is a violation of the Student Union's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race (including hairstyle/texture), color, national origin, age, religion, disability status, sex, sexual orientation, gender identity or expression, genetic information, marital status, or any other legally protected characteristic or combination of characteristics.

Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967 and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.

Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.

Harassment
The Student Union prohibits harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker, or any person working for or on behalf of the Student Union.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, age, sex, sexual orientation, pregnancy, appearance, disability, gender identity or expression, marital status or other protected status, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

Sexual harassment

Sexual harassment is a form of unlawful employment discrimination under Title VII of the Civil Rights Act of 1964 and is prohibited under the Student Union's anti-harassment policy. According to the Equal Employment Opportunity Commission (EEOC), sexual harassment is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature ... when ... submission to or rejection of such conduct is used as the basis for employment decisions ... or such conduct has the purpose or effect of ... creating an intimidating, hostile or offensive working environment."

Sexual harassment occurs when unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature:

- Is made explicitly or implicitly a term or condition of employment.
- Is used as a basis for an employment decision.
- Unreasonably interferes with an employee's work performance or creates an intimidating, hostile or otherwise offensive environment.

Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.
- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters, notes, facsimiles, e-mails, photos, text messages, tweets and Internet postings; or other forms of communication that are sexual in nature and offensive.
- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, and forced sexual intercourse or assault.

Courteous, mutually respectful, pleasant, noncoercive interactions between employees that are appropriate in the workplace and acceptable to and welcomed by both parties are not

considered to be harassment, including sexual harassment.

Consensual Romantic or Sexual Relationships

The Student Union strongly discourages romantic or sexual relationships between a manager or other supervisory employee and an employee who reports directly or indirectly to that person, because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others, or at a later date by the staff member, as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department or other actions may be taken.

If any employee of The Student Union enters into a consensual relationship that is romantic or sexual in nature with an employee who reports directly or indirectly to that employee, or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the HR director or other appropriate corporate officer. Because of potential issues regarding quid pro quo harassment, The Student Union has made reporting mandatory. This requirement does not apply to employees who do not work in the same department or to parties where neither one supervises or otherwise manages responsibilities over the other.

Once the relationship is made known to the Student Union, we will review the situation with Human Resources in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be moved to another job or department. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the HR director and senior management will decide which party will be moved. That decision will be based on which move will be least disruptive to the organization as a whole. If no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

Retaliation

No hardship, loss, benefit or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment.
- Appearing as a witness in the investigation of a complaint.
- Serving as an investigator of a complaint.

Lodging a bona fide complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

Any person who is found to have violated this aspect of the policy will be subject to discipline up to and including termination of employment.

Confidentiality
All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need-to-know basis. The identity of the complainant is usually revealed to the parties involved during the investigation, and the HR director will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a complaint or investigation under this policy will be maintained in secure files within the HR department.

Complaint procedure
The Student Union has established the following procedure for lodging a complaint of harassment, discrimination or retaliation. The Student Union will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. Complaints should be submitted as soon as possible after an incident has occurred, preferably in writing. The Human Resources representative may assist the complainant in completing a written statement or, in the event an employee refuses to provide information in writing, the Human Resources representative will dictate the verbal complaint.
2. Upon receiving a complaint or being advised by a supervisor or manager that violation of this policy may be occurring, the Human Resources representative will notify senior management and review the complaint with the Student Union's legal counsel.
3. The Human Resources representative will initiate an investigation to determine whether there is a reasonable basis for believing that any violation of Company policy occurred.
4. If necessary, the complainant and the respondent will be separated during the course of the investigation, either through internal transfer or administrative leave.
5. During the investigation, the Human Resources representative, together with legal counsel or other management employees, will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct occurred.
6. Upon conclusion of an investigation, Human Resources representative or other person conducting the investigation will submit a written report of their findings to the Student Union. If it is determined that a violation of this policy has occurred, the Human Resources representative will recommend appropriate disciplinary action. The appropriate action will depend on the following factors:
   a) the severity, frequency and pervasiveness of the conduct;
   b) prior complaints made by the complainant;
   c) prior complaints made against the respondent; and
   d) the quality of the evidence (e.g., firsthand knowledge, credible corroboration).

   If the investigation is inconclusive or if it is determined that there has been no violation of policy but potentially problematic conduct may have occurred, the HR director may recommend appropriate preventive action.

7. Senior management will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the HR director and other management staff as appropriate, and decide what action, if any, will be taken.
8. Once a final decision is made by senior management, the HR director will meet with the complainant and the respondent separately and notify them of the findings of the investigation. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

Alternative legal remedies
Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedy or resolution through local, state or federal agencies or the courts.

3.7 Prohibited Consensual Relationships

A Prohibited Consensual Relationship is a consensual sexual or romantic relationship between an Employee and any Student or Employee over whom they exercise direct or otherwise significant academic, administrative, supervisory, evaluative, counseling, or extracurricular authority.

a. A consensual relationship means a sexual or romantic relationship between two individuals who voluntarily enter into such a relationship.

b. While sexual and/or romantic relationships between members of the Student Union community may begin as consensual, they may evolve into situations that lead to Discrimination, Harassment, Retaliation, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, or Stalking subject to this Nondiscrimination Policy.

c. It is a violation of this Nondiscrimination Policy for an Employee to enter into a Prohibited Consensual Relationship.

d. Examples of Prohibited Consensual Relationships include, but are not limited to, a supervisor and an employee in their chain of command, a club advisor and club member.

3.8 Accommodations for Victims of Violence

The Student Union will make reasonable accommodations for any employee who reports that they are the victim, or a family member of a victim, of a qualifying act of violence and requests that the Student Union accommodate their safety while at work, unless providing the accommodation will impose an undue hardship on the Student Union's business operations or violates the Student Union's duty to provide a safe and healthy working environment for all employees.

"Qualifying act of violence" means domestic violence, sexual assault, stalking, or an act, conduct, or pattern of conduct in which a third party causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Reasonable accommodations may include, but are not limited to a transfer; reassignment; modified work schedule; change in work telephone number; permission to carry telephone at work; change in work station; installed lock; assistance in documenting domestic violence, sexual assault, stalking, or another qualifying act of violence that occurs at the workplace; implemented safety procedures; other adjustment to a job structure, workplace facility or work requirement in response to a domestic violence, sexual assault, stalking, or other a qualifying act of violence; or referral to a victim assistance organization. The Student Union will engage in a timely, good faith and interactive process with the employee to identify effective reasonable accommodations.

Employees may also be entitled to a leave of absence under the Student Union's Leave for Victims of Violence policy; Leave to Attend Judicial Proceedings Related to Certain Felonies policy and/or Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or Human Resources for additional information.

The Student Union may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Student Union may also require an employee to provide a certification that the employee or the employee's family member is a victim and may request recertification every six (6) months. Any of the following will be considered sufficient certification: a police report indicating the employee or the employee's family member was a victim; a court order protecting or separating the employee or the employee's family member from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that the employee or the employee's family member has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee or the employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Employees must notify the Student Union if their needs change or if they no longer need an accommodation.

The Student Union will keep all information submitted in connection with an employee's request for an accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Student Union will notify the employee before any information is released.

The Student Union will not discriminate or retaliate against any employee because of the employee's or their family member's status as a victim, if the employee provides the Student Union notice of such status, the Student Union has actual knowledge of such status, or the employee requests a reasonable accommodation in accordance with this policy.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources**.**

3.9 Accommodation for Drug or Alcohol Treatment or Rehabilitation

The Student Union will attempt to reasonably accommodate employees with chemical dependencies (drugs or alcohol), if they voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Student Union's business operations. The Student Union's support for treatment and rehabilitation does not obligate the Student Union to hire or employ any person who violates the Student Union's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform their duties or cannot perform the duties in a manner that would not endanger the employee's own health or safety or the health or safety of others.

The Student Union will keep all information submitted in connection with an employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law. Time off for these purposes is unpaid. However, employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact Human Resources.

3.10 Open Door Policy

The Student Union, Inc. is committed to maintaining a positive and pleasant work environment. We believe that open communication is an essential part to creating an engaged proactive environment. Employees should feel free to contact their supervisor with any suggestions and/or complaints. If you believe that they are not the appropriate party with whom to raise the concern, you should consider speaking to a Department Manager, the Human Resources Department, or the Executive Director. While we provide employees with this opportunity to communicate their views and concerns, please understand that not every complaint can be resolved to the employees' satisfaction. Even so, we believe that open communication is essential to a successful work environment, and all employees should feel free to raise issues of concern without fear of reprisal.

3.11 Rehire

A former employee may be eligible for rehire by the Student Union if the employee meets all of the following requirements:

- The employee's termination was an involuntary termination without cause; a voluntary resignation; or by mutual agreement.
- The employee's termination was not for cause as that term is defined elsewhere in this Personnel Handbook or elsewhere in the Student Union policies or procedures.

A rehired employee who previously worked for the Student Union within the last twelve (12) months shall have their employment service records bridged for all seniority purposes. Their Sick Pay hours and Vacation Leave will be reinstated to the values prior to their original

termination date.

The Student Union reserves the right to refuse rehire for any lawful reason, or for no reason, to the extent permitted by applicable law.

3.12 Separation of Employment

While we hope that your employment with us will be lengthy and positive, it must be remembered that the employment policy of the Student Union is that all employees are employed on an at-will basis, which is based on the mutual consent of you and the Student Union. Thus, either you or the Student Union may terminate the employment relationship at any time and for any reason, with or without cause.

If you decide to leave the Student Union, we would appreciate at least two (2) weeks' written notice of your resignation. If you resign, the Student Union retains the right to accept your resignation and, at the Student Union's discretion, to pay you the amount of regular compensation you would have earned during the remainder of your employment. You are required to return all property owned by the Student Union (e.g., corporate credit cards, university parking pass, tools, computers, equipment, keys, uniforms, identification badges) prior to your departure.

SECTION 4: EMPLOYMENT PRACTICES AND PROCEDURES

4.1 Employment Categories

In order to determine eligibility for various benefits and overtime status and to ensure compliance with federal and state laws and regulations, The Student Union classifies its

employees according to the definitions section in 1.9. The Student Union may review or change employee categories at any time. Categories do not change the at-will nature of employment with the Student Union. Employees will be advised of their classification upon hire, re-hire, promotion, demotion, transfer, or any time there is a change in status.

4.2 Payment of Wages

The Student Union is committed to compliance with local, state, and federal wage and hour laws. All wages are paid in accordance with the California Labor Code, including but not limited to sections 204, 510, 226, California Minimum Wage Laws, San Jose City Minimum Wage Laws, the FLSA (Fair Labor Standards Act), and Industrial Welfare Commission Wage Orders, and other applicable payroll laws. All Student Union employees will have access to an electronic pay stub available 24/7 on ADP WFN that will list all hours worked, wages, deductions and available accruals.

The Student Union reserves the right to review and update its payment policies as necessary, and employees will be informed of any changes in a timely manner.

4.2.1 Payroll Schedule

The Student Union's regular workweek is Sunday through Saturday, beginning at 12:00 a.m. on Sunday morning and ending at 11:59 p.m. the following Saturday night.

Employees will be paid on a semi-monthly basis or in two (2) pay periods a month. The first pay period is the 1st to the 15th and second pay period is the 16th to the last day of the month.

The pay periods are paid on the 20th day of each calendar month for the first pay period and the 5th day of the following calendar month for the second pay period. The exception is if the 5th or 20th day of the month is a Student Union Holiday or Student Union closure. A Payroll Calendar is published at the beginning of the calendar year on ADP.

Note that Students employed through the Work Study program will be paid monthly on a separate schedule as defined by the University and may be viewed on MYSJSU. Please see the Student Employee Handbook for more information.

All Student Union employees are paid based on the Annual Payroll Schedule which is available on the ADP website under "Forms Library."

4.2.2 Payroll Type

All employees are classified as Exempt or Non-exempt in accordance with the definitions in Section 1.9 of this Employee Handbook.

- Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay as provided by the Federal Fair Labor Standards Act (FLSA), the Industrial Welfare Commission Wage Orders, and any applicable state laws.

- Non-exempt employees are paid hourly for the hours they work. Non-exempt employees are entitled to holiday pay and overtime pay in accordance with the applicable laws. *See* Section 4.2.5 on Overtime.

4.2.3 Paycheck Deductions

The Student Union is required by California and federal laws to make certain deductions from employees' paychecks each pay period. The Student Union will not make any deduction from an employee's wages unless permitted by California or federal law or authorized by the employee in writing. The amount of all deductions and accruals will be listed on the employee's electronic paystub and available 24/7 on ADP Workforce Now.

Examples of deductions that may be taken from an employee's paycheck may include: federal and state income taxes, Social Security, wage garnishments, employee benefit premiums, employee benefit contributions, or other expressly authorized deductions. The amount of all deductions and their classifications will be listed on an employee's pay stub.

Reporting Errors and Obtaining More Information

If any employee has questions regarding their deductions, taxation, or if they believe their pay doesn't accurately reflect the employee's total hours worked or salary, the employee should contact Human Resources or a supervisor. Every report will be fully investigated, and the Student Union will provide the employee with any compensation to which the employee is entitled in a timely fashion.

The Student Union complies with California and federal law and will not allow any form of retaliation against individuals who make good-faith reports of alleged violations of this policy, or who cooperate in an investigation by the Student Union, even if the reports do not reveal any errors or wrongdoing.

4.2.4 Withholding Information

Qualifying students are exempt from taxes due to the Federal Insurance Contributions Act (FICA). Please see the Student Employee Handbook for further details.

At the end of each tax year (January 1 through December 31), the Student Union will issue a W-2 statement to each employee that worked during that tax year by January 31st of the next year by US Mail and through ADP. All employees should keep their address on file updated to receive the W-2 efficiently.

4.2.5 Overtime

The Student Union may require non-exempt employees to work overtime as necessary. Overtime will be paid in accordance with California Labor Code 510, the FLSA, and all other applicable state and federal laws. Non-Exempt employees who work: 1) over eight (8) hours in a work day; 2) over 40 regular hours in a work week; or 3) the first eight (8) hours on the seventh consecutive day of work in a work week are paid one and one-half (1½) times their regular hourly rate of pay for each additional hour worked. Non-Exempt Employees who work over 12 hours in a workday or over eight (8) hours on the seventh consecutive day of

work in a workweek are paid twice their regular rate pay for each additional hour worked. Paid time off such as sick pay, holiday pay and vacation pay will not count toward hours worked for the purpose of determining overtime pay.

For overtime pay calculation purposes, the workday begins at 12:00 a.m. and ends 24 consecutive hours later. The workweek is Sunday through Saturday, beginning at 12:00 a.m. on Sunday morning and ending at 11:59 p.m. the following Sunday night.

Non-Exempt Employees may be allowed to work additional hours depending on their employment classification. All overtime work must be authorized in advance by the employee's supervisor**.** Working overtime without prior authorization may result in disciplinary action. Employees who refuse overtime may receive disciplinary action up to and including termination.

- Full Time: Employees classified as full-time must receive written approval from their manager or supervisor in order to work any additional hours.
- Part Time: Employees classified as part-time must receive written approval from their manager or supervisor in order to work any additional hours.
- Student Assistant: Employees classified as student assistants are restricted to 20 work hours per week during the academic year. These employees are not permitted to work any additional hours unless in an approved “Bridge” status.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

4.2.6 General Wage Increase

A general pay increase to an employee’s wage is determined by the Student Union’s Board of Directors and approved by the SJSU President and may happen at any time. If there is a change to an employee’s wage, they will be notified via letter, email, or memo. Student Assistants will receive wage increases based on the Salary Schedule and any changes approved by the Board of Directors. All wage increases or structural changes are subject to parity and alignment with SJSU.

4.2.7 Discussion of Wages

No employee is prohibited from disclosing the amount of their wages. The Student Union will not terminate, demote, suspend, or otherwise discriminate or retaliate against an employee who makes such a disclosure or because an employee exercises their rights, or aids or encourages other employees in exercising their rights, under California's Equal Pay Law. This policy does not require disclosure of wages.

4.2.8 Direct Deposit

The Student Union encourages paycheck direct deposit for employees that voluntarily consent to the deposit of wages to a financial institution of the employee’s choosing. Employees can set-up, update, or stop direct deposit by using the self-service feature in ADP Workforce Now or by completing the Direct Deposit Authorization form available by

contacting Human Resources.

4.3 Timekeeping

Non-exempt Employees

Employees who are classified as non-exempt must accurately record the time they work each day, including the time they begin work, the time they end work, and the time they start and return from meal periods. Time should be recorded on an electronic timecard in ADP Workforce Now. Students with federal work study awards are required to accurately record all hours worked during each workday on an electronic timecard in MySJSU.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Non-exempt employees must report *all* time worked and must *not* work any time that is not authorized by their supervisors. This means non-exempt employees must not start work early, finish work late, work during a meal or rest break or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor**.**

It is a violation of the Student Union's policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked or to alter another employee's time records, they should report the incident immediately to Human Resources.

Exempt Employees

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave or vacation.

Most exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available vacation to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;

- When an exempt employee works only part of the week during their first and last week with the Student Union, the employee will be paid only for the days actually worked;
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, the Student Union will not pay for such days/hours of absence; and
- When an exempt employee receives an unpaid disciplinary suspension of one or more full days, imposed in good faith for a work-related conduct rule infraction, the Student Union will not pay for such days of suspension.

The Student Union may require an exempt employee to use available vacation as a replacement for salary, when the employee takes less than a full day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, as a witness, or in the military training, or for lack of work, though deductions may be made to offset amounts an employee receives as jury or witness fees, or for military pay.

It is the Student Union's policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Student Union prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to Human Resources. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

4.4 Reporting Time Pay

If non-exempt employees report to work at their scheduled starting time but are not put to work or are provided fewer than a half of their scheduled day's work, then employees will be paid up to half of their scheduled hours for that day in an amount no less than two (2) hours and no more than four (4) hours ("Reporting Time Pay") at their regular rate of pay, unless an exception applies. If an employee is required to report to work a second time in a scheduled workday and is provided fewer than two (2) hours of work, the employee will be paid for two (2) hours of Reporting Time Pay at their regular rate of pay.

Reporting Time Pay is for time not actually worked and is therefore not considered hours worked for the purpose of calculating overtime. Reporting Time Pay applies only when employees get less than half of their scheduled day's work; it does not apply to days when employees are actually scheduled to work less than half of a usual workday. For example, if employees are scheduled to work (and do work) two (2) hours to attend a Student Union meeting, employees would receive two (2) hours of pay for hours worked and would not receive any Reporting Time Pay.

Exceptions to Reporting Time Pay requirements include circumstances when operations cannot begin or continue due to threats to employees or property, when civil authorities or the University Administration recommend that work not begin or continue, and work

interruptions not within the Student Union's control.

4.5 Reimbursement Policy

The Student Union will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance. Once approved, employees should make travel arrangements and seek reimbursement in accordance with the guidelines in this policy. When approved, the actual cost of travel, meals, lodging and other expenses directly related to accomplishing business travel objectives will be reimbursed by the Student Union. Employees are expected to limit expenses to reasonable amounts, and exercise restraint and good judgment when incurring expenses. Reimbursement of non-standard expenses (including the purchase of alcoholic beverages) incurred on business trips is within the sole discretion of the Student Union. All expenses incurred should be submitted to Student Union Accounting, with original receipts, within 30 days of the date of the expenditure. Reimbursements, once approved, will be made the following pay day. The following expenses that may be reimbursable under this policy include but are not limited to:

- Lodging
- Travel expenses including airfare, reasonable airline luggage fees, train fare, bus, taxi, and related tips
- Meals, including tips up to 20%
- Car rental, parking fees, and tolls while traveling on Student Union business
- Pre-authorized mileage on a personal vehicle at the current IRS reimbursement rate
- Conference and convention fees

When prior approval is required, managers should use their best judgment to determine if an unlisted expense is reimbursable under this policy. For more information or questions on this policy please see the Student Union Accounting Department.

4.6 Pay Upon Termination

Final wages will be paid in accordance with California Labor Code section 201, 202, 203, and any other state or federal provisions. Employees who voluntarily resign and have given at least 72 hours' notice will receive their final check on their last day. If no notice is provided to an employee prior to their resignation, the employee's final paycheck will be provided within 72 hours of separation. If the employees requests, final pay can be made by mail or by direct deposit. In accordance with the California Labor Code, all accrued vacation pay (including personal days) will be included with final pay, regardless of the reason for separation. Employees who are involuntarily separated will be given their final pay at the time of termination.

4.7 Meal Periods & Rest Breaks

The Student Union complies with federal and state legal requirements concerning meal and rest periods. The Student Union recognizes that employees perform at their best when they have the rest and nourishment they need. This policy explains when the Student Union expects employees to take meal and rest periods.

Meal Periods

The Student Union provides at least a 30-minute duty-free, uninterrupted meal period to employees who work more than five (5) hours in a shift and a second duty-free, uninterrupted 30-minute meal period to employees who work more than 10 hours in a shift, unless they have elected to waive a meal period in accordance with the Student Union's policy and applicable state law. Under certain circumstances, employees can voluntarily elect to waive a meal period. Meal period waivers may be done through a meal waiver form found in the ADP website and with approval by supervisor and/or Human Resources.

When an employee works for a work period of more than five (5) hours, the Student Union will provide a 30-minute meal period to start no later than the end of the fifth hour of work (e.g., if the employee begins work at 8 a.m., the meal period will be provided to start no later than 1 p.m.). When an employee works for a work period of more than 10 hours, the Student Union will provide a second 30-minute meal period to start no later than the end of the tenth hour of work (e.g., if the employee begins work at 8 a.m. and takes a first unpaid meal period of exactly 30 minutes, the second meal period will be provided to start no later than 6:30 p.m.). This second meal period may be waived via the form for employees whose shift is no more than 12 hours.

Employees are relieved of all of their duties during meal periods and are allowed to leave the premises.

The Student Union provides meal periods as follows:

Hours on the Clock	**Meal Breaks**	Comments
0 – 5 hrs.	0	An employee who does not work more than five (5) hours in a shift is not provided with a meal period.
5:01 – 10 hrs.	1	An employee who works more than five (5) hours in a shift, but who does not work more than ten hours in a shift, is provided with a 30-minute meal period to start within the first five hours of work, subject to any meal period waiver in effect.
10:01 – 15 hrs.	2	An employee who works more than 10 hours in a shift is provided with a second 30-minute meal period to start within the first 10 hours of work, subject to any meal period waiver in effect. The meal period waiver will be invalidated if the employee works more than 12 hours.

The Student Union does not pay non-exempt employees for meal periods, and consequently, non-exempt employees must record the start and stop times of their meal periods.

Rest Periods

Non-exempt employees are authorized and permitted to take a 10-minute paid rest period for every four (4)hours worked, or major fraction thereof. Employees are relieved of all of their duties during rest periods and are allowed to leave the premises. The Student Union authorizes and permits rest periods as follows:

Hours on the Clock	Rest Breaks	Comments
0 – 3:29 hrs.	0	A non-exempt employee who works less than 3.5 hours in a work period is not entitled to a rest period.
3:30 – 6 hrs.	1	A non-exempt employee who works 3.5 to 6 hours in a work period is entitled to one 10-minute rest period.
6:01 – 10 hrs.	2	A non-exempt employee who works more than 6 hours in a work period but who does not work more than 10 hours in a work period is entitled to two 10-minute rest periods.
10:01 – 14 hrs.	3	A non-exempt employee who works more than 10 hours in a work period but who does not work more than 14 hours in a work period is entitled to three 10-minute rest periods.
** Non-exempt employees who work more than 14 hours in a work period may be entitled to additional rest periods.		

Whenever practicable, rest periods should be taken near the middle of each four-hour work period. Employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period.

Because rest periods are paid, non-exempt employees should not clock out for them.

Responsibilities

Supervisors are responsible for administering their department's meal and rest periods.

Any non-exempt employee who is not provided with a meal period or authorized and permitted to take a rest period pursuant to the terms of this Policy is immediately entitled to a meal or rest period premium equal to the amount of one (1) hour of pay at the employee's regular rate of pay. Supervisors will be responsible for authorizing meal or rest period premiums. Any supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this Policy should arrange for a premium to issue to the employee. Employees are responsible for reporting to their supervisor any meal period that was not provided or any rest period not authorized and permitted where the supervisor would have no reason to otherwise know of this fact. Employees who feel they are owed a premium as a result of this Policy, but have not received the premium, should report the missing premium immediately to their supervisor.

4.8 Recovery/Cool-Down Periods

The Student Union permits employees who work outside to spend no fewer than five (5) minutes in the shade to cool down when necessary to avoid heat illness, during which they are relieved of all duties. There is no set schedule for recovery/cool-down periods and there is no limit on how many recovery/cool-down periods employees may take when performing work outside. Any employee experiencing any signs or symptoms of heat illness must immediately contact their supervisor.

Time spent taking a recovery/cool-down period in compliance with this policy is considered "hours worked" and will be paid. Any nonexempt employee who is required to work through some or all of a recovery/cool-down period should complete a "California Cool-Down Premium Request Form" and submit it to their supervisor no later than the end of the pay period (Premium Request Forms are provided upon request). The Student Union will assume that any nonexempt employee who fails to record a missed recovery/cool-down period missed the recovery/cool-down period voluntarily.

4.9 Personnel Data Changes

It is the responsibility of every employee to promptly notify the Student Union of any changes to their personnel data. Be sure to notify the Human Resources department or to update ADP immediately when any changes occur regarding: any name, address or telephone number; any change in marital status, number of dependents or withholding allowances; any accident or injury; any changes to educational status, additional skills or advanced degree you may have acquired since your hiring which you believe may affect your qualifications; and any changes to emergency contact(s). Any falsification of documentation or requested information may be subject to disciplinary action up to and including termination of employment. Failure to provide the Student Union with updated information regarding changes in information may result in delayed administrative actions in some circumstances. Employees may review their personnel files upon request. Please grant the Human Resources department up to two (2) weeks, but no longer than 30 days to process and execute this request.

SECTION 5: BENEFITS

5.1 Summary of Major Benefits

5.1.1 Medical Benefits

Numerous medical plans are provided to our benefited employees through the Public Employees Retirement System (PERS), which include comprehensive plans such as HMOs,

PPOs, and EPOs. The Student Union contributes toward eligible employees' medical premiums, and employees may pay the additional costs with non-taxable dollars upon election. New employees have 60 calendar days after being hired to enroll in a medical plan. Coverage begins the first day of the month following submission of the completed enrollment form. If elected, retirees and their eligible dependents are also covered by medical benefits. Complete details of our medical benefit plans are described in separate materials which will be provided to you at your request or when you become eligible for this benefit.

5.1.2 Dental and Vision Benefits

Dental and vision benefits are provided to eligible employees and their dependents following 30 days of regular employment. Eligibility is the first of the month following enrollment. Complete details of our dental and vision benefit plans are described in separate materials which will be provided to you at your request or when you become eligible for this benefit.

5.1.3 Domestic Partner Benefits

Domestic partners of eligible employees may also be eligible for medical, dental, and vision benefits. A domestic partner may be any sex, and must be over the age of 18 years old. In order to be eligible to receive benefits, the employee and their domestic partner must file a Declaration of Domestic Partnership with the Secretary of State. These forms may be acquired from the County Clerk's office and must be notarized before being filed. Once the Declaration of Domestic Partnership is returned from the Secretary of State, you must submit the original documentation to the Human Resource Office.

5.1.4 California State Disability Insurance

California employees who are temporarily disabled by a non-work-related injury or illness (including disability due to pregnancy) may be eligible to receive benefits through the California State Disability Insurance (SDI) program. Employees may also be eligible for SDI if they return to work on a reduced basis while recovering from a disability, if they are transferred to a lower-paying job position due to their disability, or when they are receiving temporary workers' compensation at a rate less than the daily SDI benefit amount. To be eligible for SDI benefits, employees must have earned at least $300 from which SDI deductions were withheld during their base period (generally, the 12 months prior to the quarter in which the claim is made).

SDI benefits are not paid during the first seven (7) consecutive days of any period of disability. SDI benefits begin on the eighth consecutive day of a disability and may continue being paid up to a maximum of 52 weeks or the amount of wages earned in the employee's base period for calculating benefits, whichever is less. The weekly benefit amount is generally 70 or 90% percent of the employee's earnings (depending upon the employee's income), with benefits capped according to a state-imposed maximum weekly benefits amount.

Employees will generally not be eligible to receive SDI benefits if they are receiving workers' compensation, permanent disability, or unemployment. Employees cannot collect both SDI benefits and California Paid Family Leave (PFL) benefits concurrently. However, employees may use any accrued but unused vacation or sick leave prior to receiving SDI benefits.

Employees may also choose to use accrued but unused vacation or sick leave to supplement SDI benefits received; if the employee chooses to do so, the Student Union will integrate all paid benefits so that the employee will not be paid more than their regular compensation at any time.

The SDI benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. Employees are required to obtain approval for a leave of absence by contacting their supervisor or the Human Resources department and complying with applicable eligibility, notice, and certification requirements when required by Student Union policy or applicable law. When applicable, SDI benefits may be used concurrently with leave time available under the California Family Rights Act, the federal Family and Medical Leave Act, and any other applicable law.

Employees must file their claim for SDI benefits no later than 49 days after becoming disabled. Employees will also be required to provide certification of the disability from a health care provider. Employees may file a claim for SDI benefits with the California Employment Development Department through SDI Online.

5.1.5 Term Life Insurance

Term life insurance coverage begins the first of the month after being hired. For eligible employees, this benefit is paid for by the Student Union. Complete details of this benefit are described in separate materials which will be provided to you at your request or when you become eligible for this benefit.

Long Term Disability Income Insurance

Long term disability income insurance is paid for by the Student Union. Coverage begins the first of the month after being hired. Complete details of this benefit are described in separate materials which will be provided to you at your request or when you become eligible for this benefit.

The Student Union. Inc. Retirement Summary – 403 (b) Qualified Plan

Full-time employees of the Student Union are entitled to 403(b) employer contributions and an employer match effective on their hire date. (Please see Human Resources for Plan information). Vesting for employees who qualify are vested after five (5) years of employment.

Medical and Dental for Retirees

The Student Union provides lifetime retiree medical and dental coverage to eligible employees and their dependents who retire at age 50 (those hired before December 31, 2013) and age 55 (for those employees hired after December 31, 2013) and have 5 or more years of employment with the Student Union. The medical plan benefits are contracted with the California Public Employees' Retirement System under the Public Employees' Medical and Hospital Care Act (PEMHCA), and Delta Dental and VSP. If elected, the Student Union

contributes the entire cost of post-employment medical and dental coverage up to predetermined limits that are established each year.

5.2 Holiday Pay

All full-time eligible employees are eligible to receive holiday pay for the purpose of allowing employees paid time off for special occasions. There are usually fourteen such holidays per year, nine (9) which are ***observed*** and five (5) that are ***rescheduled***. The observed holidays are:

New Year's Day	Martin Luther King Jr. Day
Cesar Chavez Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Veterans Day
Thanksgiving Day	Christmas Day

The exact holiday schedule is announced at the beginning of each calendar year and follows the University's holiday calendar. ***Rescheduled*** holidays are taken and observed between Christmas and New Year's Day, when the Student Union is closed. Benefited employees are only eligible to be paid for an observed rescheduled holiday that occurs during their employment.

If a holiday falls on a Sunday, employees working a regular Monday through Friday schedule will normally observe the holiday on the following Monday. If the holiday falls on a Saturday, employees working a regular Monday through Friday schedule will normally observe the holiday on the preceding Friday.

Holiday pay for non-exempt employees who are not actually required to work on the holiday is calculated based on the employee's straight time pay rate (as of the date of the holiday) multiplied by the number of hours the employee would have otherwise worked on that day. If an employee is required to work on a designated holiday, the employee will be paid at a rate of one and one-half times the employee's regular rate for all time worked. Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums.

Student staff who work on holidays will receive one and one-half times their regular rate for all time worked.

Holidays which occur during an employee's vacation, or other paid leave, will be paid as a holiday. Employees who are on a continuous leave of absence are not eligible to receive holiday pay.

5.3 Personal Holiday

All regular full-time employees are entitled to one, 8-hour Personal Holiday during each calendar year. These employees accrue a Personal Holiday up to a maximum of one (1) day. Once the maximum accrual amount of Personal Holiday days has been reached, no additional Personal Holiday days will be earned until the previously accrued Personal Holiday is used. Employees will not be given retroactive credit for any period of time in which they do not accrue a Personal Holiday because they were at a maximum. Personal Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums. The Personal Holiday should be scheduled as far in advance as possible with your supervisor. The Personal Holiday will be scheduled so as to provide adequate coverage of jobs and staff requirements. The Student Union will make the final determination in this regard.

The accrued but unused Personal Holiday is paid at the time of separation of employment.

5.4 Vacation

The Student Union provides paid vacation benefits to its regular full-time employees.

These eligible employees accrue hours of vacation leave based on length of employment. Part time employees will accrue vacation at a prorated amount. Time of service is effective as of the employee's start date. If an employee is rehired, if the separation is greater than 12 months, time of service will reset and the rehire date will be the new effective date. The accrual rates are as follows:

Months Employed	Accrued Hours Per Month	Vacation Days Per Year
1 – 24 Months	10 hours	15 days
25 – 48 Months	11.33 hours	17 days
49 – 72 Months	12.67 hours	19 days
73 – 96 Months	14 hours	21 days
97 – 120 Months	15.33 hours	23 days
Over 120 months	16 hours	24 days

Vacation days accrue as service is performed. Employees will accrue their full pro rata rate of vacation for any month in which they work or are paid by the Student Union.

Employees may accrue vacation up to a maximum amount, in accordance with the following schedule:

Years Employed	Maximum Amount of Vacation Accrual
10 years or less	440 hours (55 days)

Specific Senior Executive Level positions (Grade Level 8, 9 and 10) shall be entitled to 16 accrued hours per month for full-time service. They may accrue vacation up to a maximum amount, in accordance with the following schedule:

Accrued Hours Per Month	Vacation Days Per Year
16 hours	24 days

Years Employed	Maximum Amount of Vacation Accrual
10 years or less	440 hours (55 days)

Once the maximum accrual amount has been reached, no additional vacation days will be earned until previously accrued vacation is used. Employees will not be given retroactive credit for any period of time in which they do not accrue vacation days because they were at the maximum. At year end, unused vacation days at or below the maximum accrual amount will carry over to the subsequent year

In order to use your accrued vacation, you must request to schedule vacation days in writing, and as far in advance as possible. The request should be submitted in ADP at least 24 hours before leaving on vacation after the employee has obtained approval for vacation time from their supervisor. Vacations should be scheduled to allow for adequate staff coverage to be found. The Student Union will make the final determination in this regard.

Vacation pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums.

Vacation may be taken in increments of one-half hour with a minimum of two (2) hours.

The Student Union reserves the right to deny any request for vacation time and reserves the right to require employees to use accrued vacation time, including during periods of furlough or a leave of absence, at its discretion and in accordance with applicable law.

Upon termination of employment, employees will be paid for all vacation days that have accrued but remain unused through the last day of work. Vacation days will be paid at the employee's base salary or base hourly rate of pay at the time of termination of employment.

5.5 Employee Assistance Program (EAP)

LifeMatters® by Empathia is The Student Union's confidential Employee Assistance Program (EAP), dedicated to employee well-being. Their services range from emotional and family counseling to legal support and financial guidance, just to name a few.

Visit LifeMatters® online for more information:
Use the password: "Spartans" to speak to someone from LifeMatters® 24/7 confidentially
Call 800-367-7474

5.6 Educational Fee Payment Program

The Student Union's Educational Fee Payment Program provides educational opportunities that are likely to improve an employee's job performance and skills. Eligible full-time employees are able to participate in this program after they complete one (1) year of employment. Job-related and career development programs must be approved in advance

by the Department Director with final approval from the Executive Director.

Undergraduates must maintain a GPA of 2.5 or better and Graduates must maintain a 3.0 or better in order to be eligible for reimbursement under this program. Copies of your grades must be submitted to the Human Resource Department. Reimbursed costs of approved programs will be tax free up to $5,250 per calendar year (the IRS maximum) with any additional amount subject to taxes.

Employees who attend academic programs outside SJSU may be reimbursed for costs that are no greater than the equivalent SJSU fees for attending similar classes. Reimbursement shall not exceed the cost of six (6) units of coursework in any one (1) semester at SJSU based upon the resident fee schedule. Costs for books, supplies, lab fees, and late fees are the responsibility of the employee.

Employees should schedule class attendance during non-working hours. In extenuating circumstances, employees may make up lost time by using their accrued but unused vacation, or in specific circumstances altered schedules for exempt staff, upon approval from the employee's manager and the Executive Director.

5.7 Library

Full-time employees of the Student Union, with the use of their employee identification card**,** may apply for a library card at the Martin Luther King Jr. Library. This library card entitles you to privileges in accordance with library policy.

5.8 Recreation and Athletic Facilities

Complimentary SRAC membership is available for employees at all the Student Union facilities. All membership rules apply regarding minors, height requirements, and separate applications may be required.

5.9 Family Leave Insurance

Employees may be eligible for up to eight (8) weeks of state-provided paid family leave (PFL) insurance benefits when they take time off for one of the following purposes:

- To bond with a child during the first 12 months after the child's birth or after the placement of a child for adoption or foster care with the employee;
- To care for an immediate family member (spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling and parent-in-law defined by the PFL law) who is seriously ill and requires care; or
- To participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child or parent in the U.S. Armed Forces.

The PFL benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. To obtain approval for a leave of absence for the reasons set forth above, employees must contact their supervisor and comply with applicable eligibility, notice, and certification requirements when required by state or

federal law.

Amount and Duration of Benefits
The weekly benefit amount is as follows, based upon the employee's earnings.

Effective January 1, 2026, weekly benefit amounts are as follows:

- Individuals whose highest quarterly earnings in the previous 18 months was less than $300 are not eligible for paid family leave benefits
- Individuals whose highest quarterly earnings in the previous 18 months was between $300 and $722.49 are eligible for paid family leave benefits in the amount of $50 per week
- Individuals whose highest quarterly earnings in the previous 18 months was between $722.50 and $15,506.40 are eligible for paid family leave benefits in the amount of 90% of the employee's weekly wages
- Individuals whose highest quarterly earnings in the previous 18 months was between $15,506.41 and $19,936.80 are eligible for paid family leave benefits in the amount of $1,074 per week
- Individuals whose highest quarterly earnings in the previous 18 months was $19,936.81 or more are eligible for paid family leave benefits in the amount of 70% of the employee's weekly wages, up to a maximum of $1,681 per week

Employees may receive up to eight (8) weeks of PFL benefits during a 12-month period, but may not receive more benefits than earned in wages during the base period for calculating benefits (generally, the 12 months prior to the quarter in which the claim is made). When applicable, PFL benefits will run concurrently with leave time available under the California Family Rights Act and the federal Family and Medical Leave Act. Employees may use any accrued but unused sick leave prior to receiving PFL benefits. More information about paid family leave benefits is available at edd.ca.gov.

5.10 Unemployment Insurance
Should the need arise, all employees are covered by unemployment insurance. Unemployment Insurance (UI) program pays benefits to workers who have lost their job and meet the program's eligibility requirements. If you have become unemployed or partially unemployed, you may file a UI claim. After you have filed a claim, you must continue to certify for benefits and meet eligibility requirements each week in order to receive benefit payments. The Student Union, Inc. pays the entire premium for this insurance for our employees. Note: this does not necessarily guarantee an individual's eligibility. Contact Human Resources for more information about this benefit or visit the edd.ca.gov website.

SECTION 6: LEAVES OF ABSENCE

The Student Union complies with all applicable state, local, and federal laws, and internal policies regarding leaves of absence. All requests for leaves of absence should be made as

soon as practically possible. Leaves of absence, whether in the Handbook, or required or protected by law, for personal, medical, or other reasons will be granted in accordance with all statutory municipal, state, or federal requirements. You should notify your supervisor and a Human Resource Representative via in person and/or in writing when submitting your leave of absence request.

If an employee has been granted a leave when an investigation, performance counseling, performance review, or disciplinary action was pending prior to the employee's leave, the Student Union will decide how to proceed with the action upon the employee's return. Additionally, if allegations have been reported during a leave the Student Union will dispense with any actions needed to complete the process upon the employee's return. Requesting or receiving a leave of absence in no way relieves the employee of their obligation while on the job to perform their responsibilities satisfactorily and to observe all Student Union policies, rules, and procedures.

6.1 California Paid Sick Leave (California Labor Code § 246)

The Student Union provides eligible employees with paid sick leave in accordance with California's Healthy Workplaces Healthy Families Act ("HWHFA").

Eligibility

Benefited employees are eligible to accrue up to 96 hours of paid sick leave annually under this policy. To be eligible under the California law, the employee must work in California for the Student Union for 30 days within a year from the start of employment.

Non-Benefited employees are eligible to accrue up to 40 hours of paid sick leave annually.

Paid Sick Leave Grant and Usage

The Student Union grants 4 hours of Sick Leave per pay period for benefited employees, with a cap of 480 hours.

For non-benefited employees the Student Union provides an initial grant of paid sick leave of 40 hours on their first calendar day of employment with the Student Union. Non-benefited employees will receive an annual grant at the beginning of each benefit year thereafter.

All employees must use paid sick leave in an initial increment of at least two (2) hours, to cover all or part of a workday. Employees are not required to search for or find a replacement worker to cover the period during which they use paid sick leave. Paid sick leave that remains unused at the end of a benefit year will be carried over to the following year. Employees will be able to view their available paid sick leave balance by accessing their ADP online account.

Covered Reasons for Use

Paid sick leave may be used only during times when an employee cannot work for the

following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
- If the employee or the employee's family member is a victim of a qualifying act of violence and time off is needed to:
  - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;
  - Seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
  - Seek, obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;
  - Seek, obtain, or assist a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
  - Participate in safety planning and take other actions to increase safety from future qualifying acts of violence;
  - Relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;
  - Provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
  - Seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
  - Prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
  - Seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.
  - Attend any judicial professing related to a qualifying act of violence, including, but not limited to, any delinquency proceeding, a post-arrest release decision, plea, sentencing, postconviction release decision, or any other proceeding related to the qualifying act of violence.
- To serve on an inquest or trial jury or to appear in court as a witness to comply with a subpoena or other court order in any judicial proceeding

Family Member. For purposes of this policy, "family member" means the employee's spouse, registered domestic partner, child (including the child of a domestic partner), legal ward, parent (including the parent of a spouse or domestic partner), legal guardian, grandchild, grandparent, sibling, or a designated person. A "designated person" means a person identified by the employee at the time the employee requests paid sick leave. Employees are limited to one (1) designated person per 12-month period.

Qualifying Act of Violence. For purposes of this policy, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member: (a)

domestic violence; (b) sexual assault; (c) stalking; or (d) an act, conduct, or pattern of conduct that includes any of the following: in which an individual causes bodily injury or death to another individual; in which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or in which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Notice Required

If the need to use paid sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice to their supervisor of an absence from work. If the need to use paid sick leave is unforeseeable, employees must provide notice to their supervisor as soon as practicable. Employees may provide notice to their supervisor by phone, text, email, or in writing. When notifying the Student Union of the need to use paid sick leave, the employee should specify that time off is for paid sick leave reasons. Employees should record their use of paid sick leave in ADP either before their absence or upon their return to work. The employee should also include the anticipated duration of the absence, when possible. Should an employee need assistance, please contact your supervisor or Human Resources.

Verification of Absence

Employees will not be required to provide verification of the need for paid sick leave but may be required to provide documentation or certification of the absence under another applicable law like the Family and Medical Leave Act or the Americans with Disabilities Act. However, to the extent permitted by applicable law, the Student Union reserves the right to ask for a doctor's note or other verification of the employee's need for the absence when it has information indicating that the employee is not requesting paid sick leave for a valid purpose. Discipline – up to and including termination – may be taken against an employee who uses paid sick leave for a purpose not covered by, or in a manner not consistent with, the Healthy Workplaces Healthy Families Act (HWHFA).

The Student Union will keep confidential the health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or their family member, in accordance with federal, state, and local law.

Rate of Pay

The rate of pay for sick leave will be calculated at your regular rate of pay.

For exempt employees, paid sick leave is calculated in the same manner that other forms of paid leave are calculated, for example, vacation pay, personal holiday, etc.

Separation from Employment and Rehire

The Student Union does not pay employees for unused paid sick leave at any time, including upon separation from employment for any reason.

If an employee's employment with the Student Union ends and the employee is rehired within one (1) year of employment ending, the employee's previously accrued and unused paid sick leave balance will be reinstated and made available for use in accordance with the HWHFA.

No Discrimination or Retaliation

As long as the use of paid sick leave complies with the requirements of this policy and the HWHFA, the Student Union will not count employees' use of paid sick leave as an absence or "occurrence" under any Student Union attendance policy. Therefore, any such use of paid sick leave in compliance with Student Union policies and applicable laws will not lead to or result in discipline, demotion, suspension or termination.

The Student Union will not retaliate or discriminate against any employee for requesting or using paid sick leave for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law, or informing any person of their potential rights under the law.

Additional Information

Employees who have questions about the California Paid Sick Leave policy should contact Human Resources.

6.1.1 Failure to Return From a Leave of Absence

Failure to return from leave of absence by the scheduled date of return may result in discipline, up to and including termination.

6.1.2 Family & Medical Leave & California Family Rights Act

The Student Union will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. The Student Union offers leave pursuant to the federal Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). Each of these leaves is explained below. The maximum amount of leave available under this policy is twelve (12) weeks of CFRA leave in a 12-month period and twenty-six (26) weeks of FMLA leave (where military caregiver leave applies) in a 12-month period, some or all of which may run concurrently. For more information regarding leave under this policy, employees should contact Human Resources.

Employee Eligibility

To be eligible for leave under this policy, employees must meet all of the following requirements:

1. Have worked at least twelve (12) months for the Student Union, not necessarily consecutively
2. Have worked at least 1,250 hours for the Student Union over the twelve (12) months preceding the date the leave would commence.
3. FMLA only: Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify for FMLA Leave, they should contact Human Resources.

Conditions Triggering Leave

The FMLA and CFRA have differing definitions of "family member," and only the FMLA allows employees to take up to twenty-six (26) weeks of leave to provide care for an injured military family member. Because of this, FMLA and CFRA leaves may not always run concurrently. In general, CFRA/FMLA leave may be taken for any of the following reasons:

Reasons for Leave (See related definitions at the end of the policy.)		CFRA	FMLA	Both
To care for or bond with:	An employee's newborn child or newly placed foster or adopted child.			X
	A domestic partner's newborn child or newly placed foster or adopted child.	X		
To care for a family member with a serious health condition who is the employee's:	Spouse, parent or child under age 18, or age 18 or older who is incapable of self-care.			X
	Spouse, domestic partner, child or registered domestic partner's child of any age, parent, parent-in-law, sibling, grandparent, grandchild or designated person.	X		
The employee's own serious health condition that makes the employee unable to perform their job, excluding leave for the medical disability related to pregnancy and birth.				X
The employee's own medical disability related to pregnancy and birth.			X	
A qualifying military exigency related to the covered active duty or call to covered active duty of an employee's spouse, parent or child in the United States armed forces.				X

Military caregiver leave for a service member with a serious health condition (defined under "Definitions") who is the employee's spouse, domestic partner, child, parent or next of kin.*		X	

*CFRA leave will run concurrently when the family member, regardless of military status and with the exception of next of kin, meets the standard criteria for a serious health condition.

Definitions

A *serious health condition* is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider, and either prevents the employee from performing the functions of their job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing-treatment requirement includes an incapacity of more than three (3) full calendar days and two (2) visits to a health care provider, or one (1) visit to a health care provider and a continuing regimen of care; an incapacity caused by a chronic condition or permanent or long-term conditions; or absences due to multiple treatments. Other situations may also meet the definition of "continuing treatment."

Qualifying exigencies include activities such as short-notice deployment, military events, arranging alternative child care, making financial and legal arrangements related to deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

A *covered service member* is either 1) a current service member of the armed forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the service member is undergoing medical treatment, recuperation or therapy; otherwise in outpatient status; or otherwise on the temporary disability retired list; or 2) a covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

A *covered veteran* is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009, and March 8, 2013, is excluded in determining this five-year period.

Next of kin means the nearest blood relative of the service member, other than the service member's spouse, domestic partner, parent, child, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, sibling, grandparents, aunts and uncles, and first cousins, unless the service member has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave.

The definition of "serious injury or illness" for current service members and veterans is

distinct from the definition of "serious health condition" for CFRA/FMLA leave. For purposes of this policy, "serious injury or illness" means an injury or illness incurred by the service member in the line of duty while on active duty in the armed forces that may render the service member medically unfit to perform the duties of the service member's office, grade, rank or rating or that existed before the beginning of active duty and was aggravated by service while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status and is 1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the armed forces and rendered the service member unable to perform the duties of the service member's office, grade, rank or rating; 2) a physical or mental condition for which the covered veteran has received a VA service-related disability rating of 50 percent or greater, and such rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; 3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would absent treatment; or 4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Nondiscrimination

The Student Union will not restrain or deny the exercise of any leave rights provided by the FMLA, the CFRA, or other leave programs. We will not discriminate or retaliate in any way against any individual for opposing any practice related to taking or requesting leave under the FMLA or the CFRA, or because of involvement in any proceeding related to the FMLA or CFRA. If an employee believes that their FMLA or CFRA rights have been violated in any way, they should immediately report the matter to Human Resources or the Executive Director.

Length of Leave

If the reason for leave is common to both FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period. If the reason for leave is not common to both FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

The applicable "12-month period" utilized by the Student Union is a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Under this method the 12-month period is measured backward from the day the employee uses any FMLA leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Student Union and are eligible for leave under this policy, under the FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

When CFRA leave is for the birth or placement of a child and both parents work for the Student Union, they will each be allowed up to 12 weeks of CFRA leave within 12 months of the child's birth or placement.

To the extent required by applicable law, leave beyond an employee's FMLA Leave entitlement will be granted when the leave is necessitated by an employee's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA). When the reason for CFRA leave was the employee's serious health condition, which also constitutes a "disability" under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, the Student Union will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA, and/or whether any other potential reasonable accommodations may be available that do not pose an undue hardship to the Student Union.

Intermittent or Reduced Schedule Leave

Eligible employees may take leave in a single block of time, intermittently (in separate blocks of time) or by reducing the normal work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner or designated person with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition. Intermittent leave may also be taken to bond with a new child but must be taken in two-week increments, with a shorter duration allowed on two (2) occasions.

Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Student Union's operations. Leave taken intermittently must be taken with a minimum two-hour interval and must be requested in increments of a half hour. If FMLA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave. While on intermittent leave, if an employee requests leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA Leave at the time they call off.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against

the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employee's CFRA entitlement.

Leave due to military exigencies may also be taken on an intermittent basis.

CFRA leave for Bonding Leave does not have to be taken in one continuous block of time, but the minimum duration is two (2) weeks. However, the Student Union will grant a request for CFRA leave lasting less than two (2) weeks twice during the 12-week period. Bonding Leave must be concluded within one (1) year of the birth or placement of the child.

Notice and Certification

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Student Union's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);
- Periodic recertification (as allowed by law); and
- Periodic reports during the leave.

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA leave protections. Similarly, an employee or the employee's spokesperson may be required to provide additional information needed to determine whether a requested leave qualifies for FMLA protections. An employee's failure to adequately explain the reason for the leave may result in the denial of requested leave.

Certification forms are available from Human Resources. At the Student Union's expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of an employee's family member for FMLA purposes and, for CFRA purposes, the employee's own serious health condition. In limited cases, we may require a second or third opinion regarding the injury or illness of a Covered Servicemember. Employees are expected to cooperate with the Student Union in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Student Union's operation. Please contact Human Resources prior to scheduling planned medical treatment.

If an employee does not produce the certification as requested, the FMLA leave will not be protected.

Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's FMLA leave is certified, the Student Union may later require medical recertification in connection with an absence that the employee reports as qualifying for FMLA leave. For example, the Student Union may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or (3) the Student Union receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Student Union may request recertification in connection with an absence after six (6) months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Student Union will be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

If an employee does not produce the recertification as requested, the leave will not be CFRA protected.

Qualifying Exigency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active-duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources**.**

Failure to Provide Notice or Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to

work at the leave's expiration and has not obtained an extension of the leave, the Student Union may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Student Union's sponsored wage-replacement benefit programs. Employees may also choose to use accrued vacation and/or sick leave, to the extent permitted by law and the Student Union's policy. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration will be arranged such that employees will receive no greater compensation than their regular compensation during this period. The Student Union requires the employee to use vacation and/or sick time if the leave is unpaid. The use of paid benefits will not extend the length of FMLA Leave.

Benefits During Leave

If employees and/or their families participate in the Student Union's group health plan, the Student Union will maintain coverage during FMLA/CFRA leave on the same terms as if employees had continued to work. If applicable, employees must make arrangements to pay their share of health plan premiums while on leave. In some instances, the Student Union may recover the premiums it paid to maintain health coverage or other benefits for employees and/or their families while employees were absent. Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of leave under this policy. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. An employee's length of service will remain intact, but benefits such as vacation and sick leave will not accrue while on unpaid FMLA Leave. Employees should consult the applicable benefit plan document for information regarding eligibility, coverage and benefits.

Procedures

When seeking leave under this policy, employees must provide the following to Human Resources:

1. Thirty (30) days' notice of the need to take FMLA/CFRA leave if the need for leave is foreseeable. In the case of unforeseeable leave, notice must be provided as soon as practicable and in compliance with the Student Union's normal call-in procedures, absent unusual circumstances.
2. Medical certification supporting the need for leave due to a serious health condition affecting the requesting employee or a covered family member or service member within fifteen (15) calendar days of the Student Union's request for the certification (additional time may be permitted in some circumstances). Second or third medical opinions may also be required when allowed.
3. For qualifying exigency leave: Within fifteen (15) days of the request, an employee requesting qualifying exigency leave may be required to provide appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate

military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member.

4. An employee must provide periodic reports as deemed appropriate by the Student Union during the leave regarding the employee's status and intent to return to work.
5. A return-to-work release from the employee's healthcare provider before returning to work, if the leave was due to the employee's own serious health condition.

Failure to comply with these requirements may result in delay or denial of leave or disciplinary action, up to and including termination. Leave under this policy will be governed by and handled in accordance with CFRA- and FMLA-applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Job Reinstatement

Upon returning from FMLA/CFRA leave, employees will typically be restored to their original position or to an equivalent position with equivalent pay, benefits and other employment terms and conditions. The Student Union will consider a reasonable accommodation under the FEHA if the employee is returning from CFRA leave for their own serious health condition.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit a release from a health care provider that certifies the employee is able to resume work.

Confidentiality

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

Fraudulent Use of FMLA Leave Prohibited

An employee who fraudulently obtains FMLA Leave from the Student Union is not protected by the FMLA's or the CFRA's job restoration or maintenance of health benefits provisions. In addition, the Student Union will take all available appropriate disciplinary action against an employee due to such fraud.

Additional Documentation

The Student Union's "Employee Rights and Responsibilities" notice provides additional details regarding employees' rights and responsibilities under the FMLA. Employees may obtain a copy of the "Employee Rights and Responsibilities" notice from Human Resources. Employees should contact Human Resources as to any FMLA or CFRA questions they may

have.

6.1.3 Pregnancy and Pregnancy-Related Disabilities Leave and Accommodation

Pregnancy Disability Leave

Any employee who is disabled by pregnancy, childbirth or a related medical condition (including medical conditions relating to lactation) is eligible for up to four (4) months of pregnancy disability leave. If an employee is also eligible for leave under the federal Family and Medical Leave Act (FMLA), the FMLA leave and the pregnancy disability leave will run concurrently.

For purposes of this policy, employees are "disabled by pregnancy" when, in the opinion of their health care provider, they cannot work at all or are unable to perform any one (1) or more of the essential functions of their job or to perform them without undue risk to themselves, the successful completion of their pregnancy or other persons as determined by a health care provider. The term "disabled" also applies to certain pregnancy-related conditions, such as severe morning sickness or the need to take time off for prenatal or postnatal care, bed rest, post-partum depression and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

Reasonable Accommodation for Employees Affected by Pregnancy Under California Law

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation, in accordance with California law. Employees are considered "affected by pregnancy" under California law if they are pregnant or have a related medical condition and their health care provider has certified that it is medically advisable for the employee to temporarily transfer or to receive some other accommodation.

The Student Union will provide a temporary transfer to a less-strenuous or -hazardous position or duties or other accommodation to an employee affected by pregnancy if:

- The employee requests a transfer or other accommodation;
- The request is based upon the certification of a health care provider as "medically advisable"; and
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created, and the Student Union will not terminate another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5)

providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, the Student Union will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee's four-month leave entitlement.

Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, employees must provide the Student Union with:

- 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- As much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not possible; and
- A signed medical certification from their health care provider that states that they are disabled due to pregnancy or that it is medically advisable for them to be temporarily transferred or to receive some other requested accommodation.

The Student Union may require employees to provide a new certification if they request an extension of time for their leave, transfer or other requested accommodation.

Failure to provide the Student Union with reasonable advance notice may result in the delay of leave, transfer or other requested accommodation.

Duration

The Student Union will provide employees with pregnancy disability leave for a period not to exceed four (4) months. The four (4) months is defined as the number of days (and hours) the employee would normally work within four (4) calendar months or 17.33 workweeks. This leave may be taken intermittently or on a continuous basis, as certified by the employee's health care provider. Leave taken intermittently may be taken in increments of no less than 30 minutes.

The Student Union may require an employee to temporarily transfer to an available alternative position to meet the medical needs of the employee to take intermittent leave or work on a reduced schedule as certified by the employee's health care provider. The employee must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of pregnancy disability leave time the employee has available unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

The length of the transfer or other accommodation will depend upon the period of time for which it is medically advisable.

Benefits

The Student Union will maintain an employee's health insurance benefits during an employee's pregnancy disability leave for a period of up to four (4) months (as defined above) on the same terms as they were provided prior to the leave time. If employees take additional time off following a pregnancy disability leave that qualifies as leave under the California Family Rights Act (CFRA), the Student Union will continue their health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

In some instances, the Student Union may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following pregnancy disability leave for reasons other than taking additional leave afforded by law or Student Union policy or not returning due to circumstances beyond the employee's control.

Integration with Other Benefits

Pregnancy disability leaves and accommodations that require employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees may use their accrued vacation, sick or other paid time off (PTO) benefits during the unpaid leave of absence, if applicable. However, use of sick, vacation or other PTO benefits will not extend the available leave of absence time. During pregnancy disability leave, employees will continue to accrue seniority to the same extent and under the same conditions as would apply to any other unpaid disability leave provided for reasons other than pregnancy disability.

Any State Disability Insurance for which employees are eligible may be integrated with accrued vacation, sick leave or other PTO benefits so that they do not receive more than 100 percent of their regular pay.

Reinstatement

If the employee and the Student Union have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the employee will be returned to work within two (2) business days, where feasible, after notifying the Student Union of their readiness to return.

Before employees are allowed to return to their regular job assignments following a leave of absence or transfer, they must provide Human Resources with a certification from their health care provider that they can safely perform all of the essential duties of the position, with or without reasonable accommodation. If employees do not provide such a release prior to or upon reporting for work, they will be sent home until a release is provided. Any time spent waiting for the release to be provided will be unpaid.

Employees will be returned to the same position upon the conclusion of their leave of absence or transfer unless the position ceases to exist. In cases where the employee's position no longer exists, the Student Union will provide a comparable position on the scheduled return date or within 60 calendar days of that return date. However, employees will not be entitled to any greater right to reinstatement than if they had not taken the leave.

To the extent required by law, some extensions beyond an employee's pregnancy disability leave entitlement may be granted when the leave is necessitated by an employee's injury, illness or "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law.

The Student Union will not discriminate or retaliate against employees because they request or make use of leave, a transfer or other accommodations in accordance with this policy. This policy does not limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

Employees who have questions about this policy or who wish to request leave, transfer or other reasonable accommodation under this policy should contact Human Resources.

Pregnancy Accommodations Under the Federal Pregnant Workers Fairness Act

In addition to the accommodations provided under California law, the Student Union complies with the federal Pregnant Workers Fairness Act ("PWFA") by providing reasonable accommodations for known physical or mental limitations related to the pregnancy, childbirth or related medical conditions of a qualified applicant or employee, unless the accommodation would impose an undue hardship on the operation of the Student Union's business. "Known physical or mental limitations" are those that the applicant, employee or their representative has communicated to the Student Union. Employees or applicants who wish to inform the Student Union of such a limitation and/or request a reasonable accommodation under this policy should contact Human Resources, preferably specifying in writing, what barriers or limitations prompted the request.

Human Resources will evaluate information provided regarding any reported or apparent barriers or limitations and will then communicate with the applicant or employee and engage in an interactive process to determine the nature of the limitation and what, if any, reasonable accommodation(s) may be appropriate. If, through this interactive process, the Student Union and the individual arrive at a reasonable accommodation that does not impose an undue hardship on the operation of the Student Union's business, the Student Union will make that accommodation.

The Student Union will not require a qualified employee to take leave if another reasonable accommodation can be provided.

The Student Union prohibits discrimination on the basis of pregnancy, childbirth or related medical conditions. The Student Union also will not interfere with any individual's rights

under the PWFA or take adverse action against a qualified applicant or employee because they request or use reasonable accommodations in accordance with this policy, report or oppose discrimination under the PWFA, or participate in a proceeding involving an alleged violation of the PWFA. Individuals who believe they have been subjected to, or believe that another individual has been subjected to, prohibited discrimination or retaliation should report it immediately to any Human Resources Representative**.**

6.2 Workers' Compensation

When work-related accidents, injuries or illnesses occur, employees may be eligible for workers' compensation insurance benefits. The Student Union provides a comprehensive workers' compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

6.2.1 Reporting Work-Related Injury or Illness

Employees who sustain a work-related injury or illness should inform their supervisor immediately or within the first 24 hours of the incident. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

6.2.2 Leaves of Absence/Accommodation

Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Student Union's leaves of absence or reasonable accommodation policies. Employees should consult Human Resources for additional information.

6.2.3 Return to Work

Employees who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the employee's ability to return to work.

6.2.4 No Discrimination or Retaliation

The Student Union will not discharge or otherwise discriminate against any employee because the employee reports a work-related fatality, injury or illness.

6.2.5 Fraud

The Student Union will notify the workers' compensation insurance Student Union if we have reason to believe an employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

6.3 Personal Leave

After an employee has completed at least six (6) months of employment, an unpaid personal leave of absence for no longer than 30 days may be granted at the Student Union's discretion.

Requests for a personal leave of absence must be presented in writing to the Student Union's Human Resources at least 30 days in advance, whenever possible. Your request will be considered based on our staffing needs, the reasons for the leave, as well as your performance and attendance record.

Employees on a personal leave of absence do not accrue seniority, vacation or sick pay, or benefits including holiday pay. These benefits will be reinstated when the employee returns to work. The Student Union will not pay insurance premiums while an employee is on a personal leave of absence. Should you desire to maintain insurance coverage while on a personal leave of absence, you will have the option of continuing your insurance coverage by paying the monthly insurance premiums.

Before you return to work, you should notify Human Resources when you are ready to return to work at least two (2) weeks before the expiration of your leave. Human Resources in consultation with the Executive Director, will notify you if an opening exists. The Student Union cannot guarantee reemployment to employees returning from a personal leave of absence.

The following will be deemed a voluntary resignation while you are on a personal leave of absence:

(1) Failure to advise the Student Union of your return date;
(2) Applying for unemployment benefits;
(3) Obtaining another position that conflicts with your duties or obligations to the Student Union;
(4) Engaging in another business that conflicts with your duties or obligations to the Student Union;
(5) Failure to return to work when notified;
(6) Continued absence from work beyond the time approved by the Student Union

6.4 Military Leave

Both state and federal law provide employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act of 1994, commonly referred to as USERRA. This policy first discusses military leave under USERRA and then describes additional military leave rights provided under California law.

If an employee plans to request leave based on military service, they should contact Human Resources for information on any additional rights or requirements, if applicable, under state law.

Employee Eligibility – USERRA

Employees will be granted a leave of absence for service in the uniformed services according to USERRA and applicable state law. Leave is available to all employees who are eligible to take it and seek reinstatement under USERRA or applicable state law for the purpose of performing service in the uniformed services.

Employees are eligible under USERRA to seek reinstatement if they meet the following requirements:

- The employee provides proper notice (as discussed below);
- The cumulative total of the employee's service periods does not exceed five (5) years, except as otherwise permitted by USERRA (as discussed below);
- The employee seeks reinstatement within the time frames outlined by USERRA (as discussed below); and
- The employee is discharged from service in the uniformed services in a manner that does not disqualify the employee for USERRA's protections (as discussed below).

Definitions – USERRA

For purposes of this policy, "uniformed services" means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, the commissioned officer corps of the National Oceanic and Atmospheric Administration, System members of the National Urban Search and Rescue Response System during a period of appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, intermittent personnel who are appointed into Federal Emergency Management Agency service under section 306(b)(1) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act or to train for such service, and any other category of persons designated by the President in time of war or national emergency.

For purposes of this policy, "service in the uniformed services" means voluntary or involuntary active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, State active duty for a period of 14 days or more, State active duty in response to a national emergency declared by the President under the National Emergencies Act (50 U.S.C. 1601 et seq.), State active duty in response to a major disaster declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170), a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty, a period for which a System member of the National Urban Search and Rescue Response System is absent from a position of employment due to an appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a period for which a person is absent from a position of employment due to an appointment into service in the Federal Emergency Management Agency as intermittent personnel under section 306(b)(1) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5149(b)(1)), and a period for which a person is absent from employment for the purpose of performing funeral honors duty as authorized by section 12503 of title 10 or section 115 of title 32.

Notice of Leave – USERRA

An employee must notify Human Resources of the need to take a leave as far in advance as feasible. The Student Union requests notice at least 30 days prior to the beginning of the leave, if possible. Verbal notice is sufficient, but the Student Union may request documentation from the employee. If giving notice is impossible or unreasonable for reasons not attributable to the employee, notice should be provided as soon as possible. Notice may not be required when precluded by military necessity, which is defined by the Department of Defense, the Administrator of FEMA for FEMA service, or the Secretary of Health and Human Services for intermittent disaster-response appointees of the National Disaster Medical System.

Employees are responsible for updating changes in contact information by sending such information to Human Resources.

Length of Leave – USERRA

An employee is entitled to leave for up to five (5) years of service in the uniformed services, subject to certain exceptions that may require the Student Union to provide leave, but not count the service period towards the five-year limit. Employees who have questions about whether their service period counts toward the five-year limit should contact Human Resources.

Nature of Discharge – USERRA

Reinstatement may be denied if an employee is released from service under conditions that would disqualify the employee for the protections provided for under USERRA (for example, a dishonorable discharge).

Use of Accrued, Unused Paid Time Off During Leave – USERRA

Any employee on a military leave may use accrued, but unused, paid time off to compensate the employee during the leave. The employee is not required to use such paid time off during a military leave, but may choose to do so.

"Differential compensation" is the employee's base pay from the Student Union (calculated immediately prior to the start of a period of service) minus all compensation the employee receives from the military during the period of service. (i.e., differential compensation = base pay – military pay.) Employees are not entitled to differential compensation either prior to or after completion of a period of service in the uniformed services.

An employee's base pay excludes overtime, bonuses, shift differentials, salary increases, or other amounts an employee may receive as part of employment with the Student Union, including pay increases that may occur during a period of leave. An employee's military pay includes all amounts the employee receives as compensation for their military service. Should an employee's military pay during the period in question be equal to or exceed the employee's base pay as defined above, no differential compensation will be paid.

An employee requesting differential compensation must provide a copy of the employee's military orders, if any, and all military earnings statements for the period for which they are requesting differential compensation. Unless an employee submits the required documents, the employee is not entitled to receive differential compensation. The employee must provide the required documents no later than 10 days after being reinstated to receive differential compensation.

If an employee seeks to use accrued paid time off during a period of military leave, the employee is not eligible to receive differential compensation for the same dates on which the employee uses accrued paid time off.

The Student Union reserves the right to interpret and apply the provisions of this differential compensation policy to specific situations in any manner it sees fit and to use whatever discretion it desires to use. This compensation is a voluntary benefit provided by the Student Union and, as such, the Student Union can modify, change, alter, or eliminate the payment of such compensation at any time, without notice, as it sees fit, including while an employee is on a leave of absence for service in the uniformed services. Any exceptions to any portion of this compensation policy must receive advanced written approval from the Executive Director. This policy of paying differential compensation in certain circumstances does not create a contract of any type or kind with any employee who requests differential compensation.

Employee Responsibility to Seek Reinstatement – USERRA

The following rules apply to an employee who seeks reinstatement after completing a period of service in the uniformed services.

For uniformed service that is less than 31 Days or fitness for duty examinations: The employee must return to work at the beginning of the first regularly scheduled work period that starts on the first full day after release from service, following reasonable travel time home, plus an eight-hour rest period.

For uniformed service that is more than 30 days, but less than 181 days: An employee must seek reinstatement within 14 days of release from uniformed service if the employee's service was greater than 30 days but less than 181 days.

For uniformed service that is more than 180 days: An employee must seek reinstatement within 90 days of release from uniformed service if the employee's service was greater than 180 days.

In case of Injury or illness: If an employee is hospitalized, convalescing, or recovering from an injury or illness incurred or aggravated during uniformed service, the periods for seeking reinstatement may be extended for a period of up to two (2) years, unless seeking reinstatement after expiration of that period is impossible or unreasonable due to no fault of the employee.

Reinstatement Positions – USERRA

An employee returning from leave who properly seeks reinstatement according to the requirements of USERRA and applicable state law will be entitled to be reinstated as follows:

If uniformed service is less than 91 days: The employee will be returned to the position they would have held if there had been continuous employment if the employee is qualified to perform the required duties of that position ("escalator position"). If the employee is not qualified to perform the required duties of the escalator position, the Student Union will make reasonable efforts to qualify the employee for that position. If the employee is not qualified for the escalator position after these reasonable qualification efforts are made, the employee will be reinstated to the position the employee held immediately prior to starting the leave.

If uniformed service is greater than 90 days: The employee will be returned to the escalator position. If the employee is not qualified to perform the required duties of the escalator position, the Student Union will make reasonable efforts to qualify the employee for that position. If the employee is not qualified for the escalator position after these reasonable efforts are made, the employee will be returned to the position they held immediately prior to taking a leave, or a position of like status, pay, and seniority.

Employees with Disabilities: An employee who has a disability that is incurred in, or aggravated during, uniformed service is entitled to receive reasonable accommodations in the performance of the escalator position. If the employee is not qualified for the escalator position even with the consideration of reasonable accommodations, the employee will be reemployed in a position of equivalent seniority, status and pay for which the employee could become qualified or is qualified after reasonable accommodation. If the employee cannot meet the qualifications of this second position even with the consideration of reasonable accommodations, the Student Union will reemploy the employee in a position that is the nearest approximation in terms of seniority, status, and pay to the second position, with reasonable accommodations.

Prompt reinstatement will vary depending on the amount of time the employee has been out on military leave. Prompt reinstatement may require a delay in employment of up to two (2) weeks following the date the employee seeks reinstatement. Only in unusual circumstances will this period exceed two (2) weeks.

The Student Union may require an employee returning from military leave for a period of service that exceeds 30 days to provide documentation of the employee's right to reinstatement, which requires the employee to show they gave reasonable notice of the need for leave, the employee has not exceeded five (5) years of non-exempt service, the employee sought reinstatement within the time frame required by USERRA, and the employee was discharged from service in the uniformed services in a manner that does not disqualify the employee for USERRA's protections.

An employee has no greater right to reinstatement or to other benefits and conditions of

employment than if the employee had been continuously employed during the leave period. Additionally, if an employee fails to seek reinstatement within the time frames discussed below, the Student Union will apply its normal work rules regarding absence from employment without notice or permission.

Discharge Restrictions Following Reinstatement – USERRA

Employees who are reinstated after uniformed service that lasts between 30-180 days will not be discharged except for cause for a period of six (6) months following reinstatement. Employees who are reinstated after uniformed service that lasts more than 180 days will not be discharged except for cause for a period of one year following reinstatement.

For purposes of this section of the policy, "cause" means: (1) with respect to employee conduct, that it is reasonable to discharge the employee for the conduct in question, the employee had notice, which was express or can be fairly implied, and the conduct would constitute cause for discharge; and (2) with respect to other reasons for termination of employment, such as a position elimination or a layoff, that there are legitimate, nondiscriminatory reasons for the action.

Health & Welfare Benefits While on Leave – USERRA

Active military personnel and their dependents typically are covered by TRICARE, the military healthcare plan, if the deployment is longer than 30 days.

An employee on military leave who elected health care coverage under the Student Union's health care plan prior to the start of a leave will retain that coverage for the first 30 days of any military leave at the rates the employee paid immediately prior to the start of the leave. After 30 days of leave, the employee may elect to continue their health care coverage, including coverage for dependents, for up to 24 months, under USERRA. If this continuation coverage is elected, the employee will be required to pay the entire cost of such coverage, which may be up to 102% of the full premium amount for that coverage.

Employees also may be entitled to coverage under COBRA for up to 18 months of a military leave. COBRA coverage runs concurrently with any continuation coverage under USERRA, and the employee is entitled to only one form of continuation coverage. The employee is responsible for all premium payments attributable to the employee; failure to pay such premiums will result in cancelation of coverage.

Prohibition Against Discrimination and Retaliation – USERRA

Any employee who believes they have been discriminated or retaliated against based on their past, present, or future participation in the uniformed services, request for military leave, complaint or participation in any investigation of a complaint of discrimination or retaliation based on a military leave request or service participation, or any other situation protected under USERRA should immediately provide a written or verbal report to their supervisor, any other member of management, to Human Resources, to report such

incidents. After a report is received, a thorough and objective investigation will be undertaken, according to the Equal Employment Opportunity policy set forth in the Student Union's Handbook. The Student Union prohibits retaliation against employees who make such a complaint.

6.4.2 California Military Leave

Employees who are members of the National Guard or United States Reserve will be granted a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises and special exercises or like activities. This leave is not to exceed 17 calendar days annually, including time involved in going to and returning from such duty. Collateral benefits will not be restricted or terminated because of an employee's temporary incapacity as a result of the employee's duty in the National Guard, Naval Militia, State Military Reserve or federal reserve components of the United States Armed Forces, if the employee is ordered to duty or training for 52 weeks or less. Similarly, employees who are members of the state Military Reserve will be granted a temporary leave of absence without pay while engaged in military duty for purposes of military training, drills, unit training assemblies or similar inactive duty training. This leave is not to exceed 15 calendar days annually, including time involved in going to and returning from that duty.

Employees who are members of California's National Guard or the national guards of other states will be entitled to reinstatement upon return from a military leave for active service, so long as certain conditions are met. Employees returning from leave who were full-time employees will be restored to the same position or to a position of similar seniority, status and pay unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so and part-time employees will be restored to the same position or to a position of similar seniority, status and pay, if any exists, so long as:

- The employee is an officer or enlisted member of the National Guard of any state;
- The employee was called to active duty by the Governor of the state in which they serve in the National Guard or by the President of the United States;
- The employee received a certificate of satisfactory service in the National Guard;
- The employee is still qualified to perform the duties of the position;
- If the employee left a full-time position, they applied for reemployment within 40 days of being released from service; or, if the employee left part-time employment, they applied for reemployment within five days of being released from service; and
- The employee's position was not temporary.

For one (1) year following reemployment, the Student Union will not discharge the employee without cause.

The Student Union will not discriminate against members of the military or naval services of California or the federal reserve component of the United States Armed Forces. If the proper authority calls upon an employee to perform military service or duty or attend a military encampment or place of drill or instruction, the Student Union will not hinder or prevent the employee form performing that service.

6.4.3 California Military Spouse Leave Policy

The Student Union provides up to 10 days of job-protected, unpaid leave to employees who are spouses or registered domestic partners of military personnel who are home on leave during a period of military deployment.

Eligibility

An eligible employee works at least an average of 20 hours per week and is the spouse or registered domestic partner of a member of the armed forces of the United States, National Guard or Reserves who has been deployed during a period of military conflict.

Procedures

To request leave under this policy, an employee should:

Provide notice to Human Resources within two (2) business days of receiving official notice that the employee's spouse or registered domestic partner will be on leave from deployment.

Submit appropriate written documentation to Human Resources certifying that the employee's spouse or registered domestic partner will be on leave from deployment during the time the leave is requested.

Employees requesting leave under this policy may choose to use accrued paid leave (such as vacation or paid time off) concurrently with some or all of the leave under this policy. To receive paid leave, eligible employees must comply with the Student Union's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice).

For more information regarding this policy, employees should contact human resources.

6.4.4 Civil Air Patrol Leave

The Student Union will not terminate or discriminate against an employee who is a volunteer member of the Civil Air Patrol or prevent a member from performing service as part of the California Wing of the Civil Air Patrol during an emergency operational mission. Additionally, the Student Union will not retaliate against an employee for requesting or taking Civil Air Patrol leave in accordance with this policy.

The Student Union will provide eligible employees with up to 10 days per year of leave, but no more than three (3) days at a time, unless the emergency is extended by the entity in charge of the operation and the Student Union approves the extension. To be eligible for leave, employees must have been employed by the Student Union for at least 90 days immediately preceding the start of the leave and must be duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.

Employees must request leave with as much notice as possible. The Student Union may require certification from the proper Civil Air Patrol authority to verify an employee's eligibility for leave. The Student Union may deny leave if the employee fails to provide the

required certification.

Leave taken under this policy is unpaid except that exempt employees will be paid when required by applicable law. Employees will not be required to exhaust accrued vacation or sick leave or any other type of accrued leave prior to taking unpaid civil air patrol leave, but may choose to use such benefits during leave to receive pay.

Following leave, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of Civil Air Patrol service. If the employee complies with these requirements, the employee will be restored to their prior position without loss of status, pay or other benefits.

6.5 Bone Marrow Donor Leave

Eligible employees who undergo a medically necessary procedure to donate bone marrow to another person will be provided with up to five (5) workdays off in any one-year period, without a loss in pay. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee begins leave. Employees may take leave in one or more periods, as long as the leave does not exceed five days in any one-year period.

Employees are eligible for leave if they have worked for the Student Union for at least 90 continuous days prior to the start of their leave.

Employees who seek leave under this policy must provide verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation.

Employees must use all available accrued sick, vacation, or paid time off (PTO) concurrently with this time off. If an employee does not have enough earned sick, vacation or PTO time to cover the leave period, the remaining days of leave will be paid by the Student Union. Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave, vacation, PTO, annual leave or seniority.

While on bone marrow donor leave, the Student Union will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they did not take a leave. For example, if an employee on bone marrow donor leave would have been laid off had they not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

The Student Union will not retaliate or tolerate retaliation against any employee for requesting or taking bone marrow donor leave in accordance with this policy.

6.6 Organ Donor Leave

Eligible employees who undergo a medically necessary procedure to donate an organ to another person will be provided with up to 30 workdays off, without a loss in pay, and an additional 30 workdays off without pay, in any one-year period. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee begins leave. Employees may take leave in one or more periods, as long as the leave does not exceed 60 days in any one-year period.

Employees are eligible for leave if they have worked for the Student Union for at least 90 continuous days prior to the start of their leave.

Employees who seek leave under this policy must provide verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation.

Employees must use all available accrued sick, vacation, or paid time off (PTO) concurrently with this time off for up to two weeks of the 30-workday paid leave period. If an employee does not have enough earned sick, vacation, or PTO time to cover the two-week period, then any remaining days of paid leave will be paid by the Student Union, up to 30 workdays. Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave, vacation, PTO, annual leave or seniority.

While on organ donor leave, the Student Union will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they did not take a leave. For example, if an employee on organ donor leave would have been laid off had they not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

The Student Union will not retaliate or tolerate retaliation against any employee for requesting or taking organ donor leave in accordance with this policy.

6.7 Volunteer Emergency Responder Leave

The Student Union will not terminate or discipline any employee who is a volunteer firefighter, reserve peace officer or emergency rescue personnel because the employee takes time off to perform emergency duty or engages in fire, law enforcement or emergency rescue training. In the event you need to take time off for this type of emergency duty, please alert your supervisor before leaving the Student Union's premises.

A "volunteer firefighter" includes any person registered as a volunteer member of a regularly organized fire department of a city, county, city and county or district having official recognition of the government of the city, county or district in which the department is located; or a regularly organized fire department of an unincorporated town.

"Emergency rescue personnel" includes any volunteer or paid officers, employees, or members of a fire department or fire protection or firefighting agency who perform first aid and medical services, rescue procedures and transportation or other related activities necessary to insure the health or safety of a person in immediate danger. Such personnel include those who work for the: (1) federal or state government; (2) city, county, city *and* county, district or other public or municipal corporation or political subdivision of this state; (3) sheriff's department, police department or private fire department; or (4) disaster medical response entity sponsored or requested by the state.

Employees will also be allowed up to 14 calendar days of leave per year to engage in fire, law enforcement or emergency rescue training.

All time off taken under this policy is unpaid, except that exempt employees will be paid when required under applicable law.

6.8 Leave for Victims of Violence

The Student Union will provide time off to any employee who is a victim of a "qualifying act of violence" so that the employee may obtain or attempt to obtain relief. For purposes of this policy, "victim" means an individual against whom a qualifying act of violence is committed. "Qualifying act of violence" means domestic violence, sexual assault, stalking, or an act, conduct, or pattern of conduct in which a third party causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death. "Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or the employee's family member.

Also for purposes of this policy, "family member" means the employee's child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person. For purposes of this policy, a "designated person" means an individual identified by the employee at the time the employee requests leave who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to one designated person per 12-month period.

Employees should give the Student Union reasonable notice of the need for leave unless advance notice is not feasible. When an unscheduled absence occurs, the Student Union may require the employee to provide written certification of the need for time off. Any of the following will be considered sufficient certification: a police report indicating the employee or the employee's family member was a victim; a court order protecting or separating the employee or the employee's family member from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that the employee or the employee's family member has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee or the employee's family member was undergoing treatment or seeking or receiving services directly related to the

qualifying act of violence; or any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Additionally, an employee who is a victim of a qualifying act of violence or who has a family member who is a victim may take time off for any of the following reasons: (1) to seek or obtain, or assist a family member to seek or obtain, medical attention for injuries caused by a qualifying act of violence; (2) to seek or obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of a qualifying act of violence; (3) to seek or obtain, or assist a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence; (4) to participate in safety planning and take other actions to increase safety from future qualifying acts of violence; (5) to relocate or engage in the process of securing a new residence due to the qualifying act of violence (this includes securing temporary or permanent housing or enrolling children in a new school or childcare); (6) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence; (7) to seek or obtain, or assist a family member to seek or obtain, civil or criminal legal services in relation to the qualifying act of violence; (8) to prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; and (9) to seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. The total length of leave under this policy is limited to 12 weeks.

Additionally, if an employee's family member is a victim of a qualifying act of violence who is not deceased as a result of crime, and the employee is not a victim: leave under this policy to relocate or engage in the process of securing a new residence is limited to five (5) days; and total leave for any reason under this policy is limited to 10 days.

Employees may use accrued paid time off in order to receive compensation during the leave of absence.

Employees may also be entitled to a reasonable accommodation under the Student Union's Accommodation for Victims of Violence policy and to additional leave under the Student Union's Leave to Attend Judicial Proceedings Related to Certain Felonies policy and Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or Human Resources for additional information. The Student Union will keep all information submitted in connection with an employee's request for leave confidential to the extent permissible by law. If the law requires disclosure of information, the Student Union will notify the employee before any information is released.

The Student Union will not discriminate or retaliate against any employee because of the employee's or the employee's family member's status as a victim, if the employee provides the Student Union notice of such status, the Student Union has actual knowledge of such status, or the employee takes or requests leave in accordance with this policy.

Employees who have questions about this policy or who wish to request a leave of absence under this policy should contact their Human Resources representative.

6.9 Alcohol & Drug Rehabilitation Leave

The Student Union would like to support employees who recognize they have a problem with alcohol or drugs that could interfere with their ability to perform their job in a satisfactory manner. Employees who have a problem with alcohol or drugs and who decide to enroll voluntarily in a rehabilitation program will be reasonably accommodated and provided unpaid time off to participate in the program, provided this reasonable accommodation does not impose an undue hardship to the Student Union.

Reasonable accommodations include but are not limited to the following:

- time off work to seek treatment,
- allowed use of sick hours to get treatment,
- reassignment to a vacant position, or
- other reasonable changes in employment that will help accommodate the treatment.

To request a leave under this policy, an employee must provide written notification from their care provider as well as proof of enrollment in a drug and alcohol rehabilitation program. In an effort to ensure the safety of other employees, once an alcohol and drug rehabilitation leave has begun, the employee will not be allowed to return to work until they have provided proof that the completion of the rehabilitation program has been completed.

An employee may use any accrued sick and/or vacation hours while on leave. If sick and/or vacation hours are used prior to and/or after a leave in accordance with this policy, it will not count as time used toward their upcoming and/or completed leave.

The Student Union's support for treatment and rehabilitation does not obligate the Student Union to employ any person who violates Student Union policy or whose job performance is impaired because of substance abuse. The Student Union is also not obligated to re-employ any person who has participated in treatment or rehabilitation if that person's job performance remains impaired as a result of dependency.

Employees who suspect that they may have a substance abuse problem may contact the Student Union Executive Director or Human Resources about the possibility of a leave to enroll in a professionally recognized alcohol and/or drug rehabilitation program. However, such a request does not give an employee the right to state that he or she has a substance abuse problem and expect accommodation once the Student Union discovers that an employee has violated this policy. This does not shield an employee from disciplinary action

for violation of this policy.

The Student Union is not responsible for the cost of the employee's participation in the rehabilitation program, and any leave necessary to attend a rehabilitation program is unpaid, unless the employee is otherwise eligible to use paid time off under the Student Union's policies. If the employee fails to return to work upon the expiration of their rehabilitation program leave or fails to satisfactorily complete the program, the employee will be terminated. Nothing contained in this policy is intended to create a contract of any kind or to alter the at-will nature of the employee's employment.

6.10 Bereavement Leave

All employees are entitled to up to three (3) days of paid bereavement leave for a death in the family. If an employee needs additional time, they may take up to an additional two (2) days unpaid, maximizing at five (5) total days off. Once those days have been exhausted, employees may use accrued vacation time, personal leave, or available sick leave if available. "Family member" for purposes of this policy is defined as being a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. The leave days may be taken intermittently and do not need to be consecutive, but must be completed within three (3) months of the family member's death. An employee can use Vacation or Sick Leave in lieu of the two (2) unpaid bereavement days in order to be paid for the time off.

Employees must have been employed for at least 30 days immediately preceding the bereavement leave to be eligible. Employees must provide documentation of the death of a family member within 30 days of the first day of the leave. Documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. AB 1949 obligates employers to maintain the confidentiality of any employee requesting bereavement, as well as the documentation the employee provides, except to internal personnel or legal counsel, as necessary, or as required by law.

The Student Union will not refuse to hire or discharge, demote, fine, suspend, expel, or discriminate against an individual because the individual exercised the right to bereavement leave provided by this policy or gave information or testimony as to their own bereavement leave, or another person's bereavement leave, in an inquiry or proceeding related to rights guaranteed under California's bereavement leave law. Further, the Student Union will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California's bereavement leave law.

6.11 Reproductive Loss Leave

Eligible employees may take up to five (5) days of reproductive loss leave following a reproductive loss event. To be eligible for leave, employees must have been employed by the Student Union for at least 30 days immediately preceding the start of the leave. An employee who experiences more than one (1) reproductive loss event within a 12-month period may take a total of 20 days of reproductive loss leave within a 12-month period.
For purposes of this policy, a reproductive loss event is defined as the following:

- Failed adoption, meaning the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, where the employee would have been a parent of the adoptee if the adoption had been completed.
- Failed surrogacy, meaning the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, where the employee would have been a parent of a child born as a result of the surrogacy.
- Miscarriage by the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Stillbirth resulting from the pregnancy of the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.
- Unsuccessful assisted reproduction, which is defined as an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure for the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.

Reproductive loss leave days need not be taken consecutively but generally must be completed within three (3) months of the reproductive loss event. For a reproductive loss event that spans multiple days, the event is deemed to occur on the final day of the event. If an employee is on, or chooses to go on, a leave of absence under state or federal law (including California Family Rights Act leave or pregnancy disability leave), either prior to or immediately following a reproductive loss event, the employee must complete reproductive loss leave within three (3) months of the end date of the other leave.

Reproductive loss leave is unpaid. An employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

The Student Union will maintain the confidentiality of any employee requesting reproductive loss leave. Any information provided to the Student Union regarding reproductive loss leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

The Student Union will not refuse to hire or discharge, demote, fine, suspend, expel, or discriminate against an individual because the individual exercised the right to reproductive loss leave provided by this policy or gave information or testimony as to their own reproductive loss leave, or another person's reproductive loss leave, in an inquiry or proceeding related to rights guaranteed under California's reproductive loss leave law. Further, the Student Union will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California's reproductive loss leave law.

6.12 Jury & Court Duty Leave

It is the Student Union's policy to enable its employees to fulfill their civic obligations. If an

employee is called to serve on jury duty, the employee is requested to notify his/her supervisor immediately. All Full-Time and Part-Time employees will be paid their regular wages while on jury duty (less amounts received from court) up to a maximum of 20 working days each calendar year.

Employees classified as Student Assistants will be provided with time off for jury duty but are ineligible for compensation during jury duty. However, in no event will the salary of an exempt employee be reduced for any week in which the employee works and also misses time to serve on a jury.

6.12.1 Witness Duty Leave

An employee who is required by law to appear in court as a witness may take unpaid time off for such purposes, provided they give the Student Union reasonable advance notice. The Student Union will require proof of the need for leave. Exempt employees will be paid in accordance with the Fair Labor Standards Act (FLSA) requirements and applicable state and local law.

6.13 Dependent School Leaves

6.13.1 Disciplinary Matters

Employees who are the parent or custodial guardian of a child in kindergarten or grades one (1) through 12 may take time off when required, in accordance with California law, to attend a portion of a school day in the classroom of their child or ward because that child has been suspended.

To be eligible for leave, the employee must provide advance notice that their appearance at the school has been requested. The Student Union may require employees to provide documentation, including a copy of the school's notice or some other certification stating that the employee's presence at the school is mandatory.

Employees wishing to take such leave may use their existing vacation time or other accrued paid time off.

School visits for other purposes may be covered under the Student Union’s School or Day Care Activities Leave policy.

The Student Union will not discharge, threaten, demote, suspend or in any other manner discriminate against an employee because they take time off to appear at the school of their child or ward in accordance with this policy.

6.13.2 School or Child Care Activities Leave

An employee who is a parent to one (1) or more children who are of the age to attend a licensed childcare provider, kindergarten or grades one through 12 may take up to 40 hours of leave per year to participate in any of the following:

- Finding, enrolling or reenrolling the child in a school or with a licensed childcare

provider;
- Participating in school or childcare-related activities; or
- Addressing a childcare provider or school emergency.

"Parent" includes parent, guardian, stepparent, foster parent, grandparent, and persons who stand *in loco parentis* (in place of a parent) to a child.

Time off for reasons other than a childcare provider or school emergency is limited to eight (8) hours per calendar month. Childcare provider or school emergencies occur when the child cannot remain in school or with a childcare provider due to one of the following:
- The school or childcare provider has requested that the child be picked up or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires that the child be picked up from school or childcare;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or childcare provider (excluding planned holidays);
- A natural disaster (e.g., fire, earthquake or flood).

Employees wishing to take time off for a planned absence (e.g., to participate in scheduled school or childcare provider activities or enroll a child in school or with a child care provider), must provide reasonable advance notice to their supervisor. Employees needing time off to address a childcare provider or school emergency must provide notice to their supervisor as soon as practicable.

The Student Union may require employees to provide documentation from the school or childcare provider verifying that the employee participated in the school or childcare activity, including the date and time of the activity.

If both parents of a child work for the Student Union only one (1) parent - the first to provide notice - may take the time off, unless the Student Union approves both parents taking time off simultaneously.

Employees must substitute any existing vacation time or other accrued paid time off (PTO) for any part of this leave. Employees who do not have vacation time or PTO available will be allowed time off without pay.

6.14 Voting Time

Employees who are unable to vote during non-work hours may arrange in advance to take up to two (2) hours off from work with pay to vote in a public election. These two (2) hours must be taken at either the beginning or the end of the workday. In order to qualify, you must obtain approval from your supervisor at least two (2) working days in advance.

6.15 Catastrophic Leave Donation Program

6.15.1 Purpose

The Catastrophic Leave Donation Program allows employees of the Student Union of San Jose State University to donate sick and/or vacation leave credits to employees who are totally incapacitated due to a personal catastrophic illness or injury, and have exhausted all leave credits, including any sick, vacation, personal holiday or CTO credits. Family illnesses that are deemed catastrophic, requiring an employee to be absent to care for an immediate family member, are also eligible for the Student Union Catastrophic Leave Donation Program.

6.15.2 Eligibility

An employee requesting participation must be totally incapacitated due to a personal catastrophic illness or injury expected to last more than 14 calendar days. Verification from a physician must be provided to Human Resources. Conditions that are short term in nature such as colds, flu, or minor injuries are not considered catastrophic. The employee must have exhausted their own vacation, sick and personal leave benefit.

The Catastrophic Leave Program includes incapacitating conditions of immediate family members when an employee must take an extended period of time off work to care for the family member. The same eligibility requirements apply when the incapacitated individual is an immediate family member: verification from a physician must be provided to Human Resources. Conditions that are short term in nature such as colds, flu, or minor injuries are not considered catastrophic.

"Immediate family member" as used in this policy shall mean:
1. The employee's spouse or registered domestic partner, parents, grandparents, great grandparents, children, grandchildren and siblings (may be biological, adopted, foster, or stepchild);
2. The employee's, spouse's or domestic partner's father, mother, sister, brother, grandparent, great-grandparent, child (including foster, adopted and stepchild), grandchild;
3. The employee's son-in-law, daughter-in-law; and
4. A relative of the employee, spouse or domestic partner who is living in the immediate household of the employee.

6.15.3 Policy

Benefited employees who are off work due to a personal catastrophic illness and/or injury for themselves or a member of their immediate family may request leave donations through this policy. Catastrophic is defined as a serious health condition that totally incapacitates the employee or the employee's immediate family member from work and is expected to last more than fourteen (14) calendar days. Examples of illnesses or injuries that may qualify include inpatient care in a hospital or residential medical-care facility, pregnancy-related conditions, incapacity due to chronic health conditions, heart attack, stroke, and cancer. For the purpose of this policy, the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) definitions of serious health conditions will be used. Verification from a licensed physician is required.

Catastrophic leave may be used to supplement disability benefits for which the employee is

eligible such as State Disability Insurance, Long Term Disability, Workers' Compensation, or Paid Family Leave and provides no greater protection or benefit, other than continued pay through co-worker donations, as outlined in the policy. To be eligible, employees must have first exhausted all accrued paid time off including vacation, sick leave, and personal or rescheduled holiday and have filed a disability or paid family leave claim. In the event the employee is ineligible for any disability or paid family leave programs, catastrophic leave can be used without supplementation.

The total amount of leave credits donated and used shall not exceed the amount necessary to continue the employee's full salary for up to 90 days from the first day of used donated time. If an employee's leave extends beyond 90 days, additional time may be awarded with the approval of the Student Union Executive Director.

All donations are subject to the same deductions as the employee's regular paycheck and the employee will receive pay and benefits as though using their own vacation or sick hours. Employees will accrue sick leave and vacation hours on the used donated time, and these newly accrued leave hours will be used before donated leave.

Upon retirement, the recipient shall not use any remaining donated sick leave for retirement conversion purposes. The estate of a deceased employee shall not be entitled to payment for unused sick leave donated.

* Please note that non-serious health conditions which would qualify for FMLA or CFRA such as baby bonding or time off for adoption, do not qualify for catastrophic leave. In addition, an employee may qualify for catastrophic leave yet be ineligible for FMLA/CFRA due to service requirements for such leaves.

6.15.4 Catastrophic Leave Donations

Any Student Union employee who accrued sick leave credits may voluntarily donate up to 24 hours of sick leave in one-hour increments, one time per fiscal year, to an employee who has been approved for catastrophic leave and has requested catastrophic leave donations. Donations are irrevocable. The number of hours a donating employee may donate is determined in part by how many hours the donating employee has accrued. Details on your ability to donate may be secured through Human Resources. Leave credit donations will be made anonymously. If a recipient employee returns to work earlier than expected, the remaining balance of donated time shall be returned to the donating employee on a prorated basis.

To donate Catastrophic Leave Credits, complete a Catastrophic Leave Donor Form and submit to Human Resources.

6.15.5 Requesting Catastrophic Leave Donations

An employee who wishes to participate in the leave donation program may request solicitation of sick leave hours by completing a written request. If an employee is incapacitated the request may be submitted by a designated family member. Human

Resources may then solicit sick leave hours or publish the request.

The donated hours will be transferred to the requesting employee at the end of the pay period. Forms may be obtained from Human Resources. Any unused sick hours are returned to the donor in proportion to their donation.

Procedure

a. An employee requesting participation must request a formal leave of absence from employment.
b. An employee or representative of the requesting participant must complete the Catastrophic Leave Donation Request form.
c. Human Resources will coordinate all requests for donations.
d. Donations of leave credits not used will be returned to the donating employee on a prorated basis.

SECTION 7: STANDARDS OF CONDUCT AND

DISCIPLINE

7.1 Standards of Conduct

The Student Union expects employees to follow basic, common-sense rules of conduct that will protect everyone's safety and security, as well as the Student Union's legitimate business interests. The rules of conduct listed below were created to ensure everyone involved with the Student Union is treated equitably and that the Student Union continues to be a safe space for everyone to enjoy. Conduct that goes against the established Standards of Conduct will not be tolerated by the Student Union. Although it is not possible to provide an exhaustive list of all types of impermissible conduct, the following conduct are examples of some, but not all, conduct that will lead to disciplinary action, up to and including discharge, in the discretion of the Student Union:

1. Falsification of employment records, employment information or other Student Union records.
2. Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any timecard, either your own or another employee's.
3. Theft, deliberate or careless damage or destruction of any of the Student Union or SJSU's property or the property of any employee or customer.
4. Unauthorized entry, use, or removal of the Student Union or SJSU's property, equipment, time, materials, or facilities, or the property of any employee, visitor or other third-party involved in the Student Union's business operations.
5. Unauthorized access and/or disclosure of confidential information.
6. Provoking a physical fight or engaging in physical fighting during working hours or while on the Student Union's or SJSU's premises.
7. Participating in horseplay or practical jokes on the Student Union's time or while on the Student Union's or SJSU's premises.
8. Carrying firearms, weapons or any other dangerous substances while on the Student Union or SJSU's premises, during working hours, or at a work event.
9. Using abusive, violent, threatening, obscene, or vulgar language at any time in the work environment, during working hours or while on premises owned or occupied by the Student Union.
10. Insubordination including, but not limited to, failure or refusal to perform assigned duties as requested by a supervisor or member of management unless unsafe or contrary to Student Union policies or procedures, or the use of abusive, threatening, or coercive language toward a co-worker, supervisor, member of management, or customer.
11. Failure to notify a supervisor when unable to report to work.
12. Unreported absences of three (3) consecutive scheduled workdays, job abandonment.
13. Failure to obtain permission to leave work for any reason during, non-meal period, normal working hours.

14. Failure to observe working schedules, including rest and meal periods.
15. Failure to provide a physician's certificate when requested or required to do so.
16. Sleeping or malingering on the job.
17. Making or accepting excessive personal telephone calls during working hours, except in cases of emergency.
18. Unsatisfactory or substandard work quality or performance.
19. Working overtime without authorization or refusing to work assigned overtime.
20. Violating the Student Union's work attire policy.
21. Committing a fraudulent act or a breach of trust under any circumstances.
22. Harassing other employees or customers.
23. Soliciting or accepting gratuities or bribes from customers or clients.
24. Excessive absenteeism or tardiness.
25. Abuse of leaves of absence or sick leave.
26. Use, consumption or possession of intoxicating beverages or illegal drugs, including marijuana, on the Student Union premises, during working hours, or a work event, or otherwise violating the Student Union's Drug and Alcohol-Free Workplace Policy.
27. Gambling on the Student Union's premises.
28. Failing to maintain the confidentiality of the Student Union, its employees, students, vendors, or customers.
29. Failing to report accidents, breakage or damage to equipment, which occurs when an employee is assigned to use such equipment.
30. Violation of any safety, health, security or policies, rules or procedures of the Student Union or SJSU.
31. Tampering with safety equipment.
32. Conduct that is illegal under state, local, or federal law.
33. Failure to follow the Student Union's policies as outlined in the Handbook or any other instituted policies.

Discipline may be initiated for various reasons at the Student Union's discretion. The Student Union reserves the absolute right to initiate the form of discipline it deems to be appropriate. The severity of the disciplinary action generally depends on the nature of the infraction and the employee's past record. The Student Union reserves the right to counsel, demote, transfer, suspend, terminate, or otherwise discipline any employee as appropriate under the circumstances, within the Student Union's discretion.

Nothing in this policy alters the Student Union's policy of at-will employment. Either you or the Student Union remains free to terminate the employment relationship at any time, with or without cause or prior notice.

7.2 Performance Evaluations

Employees have a responsibility to perform their duties to the best of their ability and to the standards set forth in their position descriptions or as established by their supervisor or other members of management. Performance evaluations are conducted from time to time

to provide both employees and their supervisor with the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving performance. However, employees should understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or even continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the sole discretion of, the Student Union.

If an employee's performance becomes an issue, the supervisor, manager or director should confirm that adequate instructions, proper orientation and sufficient training have been given to the employee and that they are aware of their job expectations. Supervisors, managers or directors should approach corrective actions in an objective manner. Single incidents and poor performance patterns will be seen as items of concern. If adequate instruction was not delivered, the supervisor, manager or director will immediately develop a plan for distributing and reviewing the missing content with the employee.

In addition to these more formal performance evaluations, the Student Union encourages employees and their supervisors to discuss the employee's job performance on an ongoing basis. Documented oral discussion and written feedback throughout the fiscal year may serve as evaluation of one's performance. Any misconduct will be addressed immediately to ensure that the employee is aware of the Student Union policies and any regulations pertaining to that conduct.

7.3 Disciplinary Action Policy

7.3.1 Purpose

When an employee's work performance or behavior falls below Student Union standards, corrective action will be taken. These actions may include counseling and discipline, as is necessary and appropriate under the circumstances. The purpose of this section is to clarify guidelines for employee conduct and to outline appropriate disciplinary actions.

7.3.2 Employee Discipline

The Student Union utilizes a varied discipline process to ensure a fair method of disciplining employees. The focus of any counseling or discipline is on correction of the performance, situation, or behavior. However, if an infraction is deemed severe enough, it may become an elevated form of discipline as the base of the process.

The following disciplinary interventions may be utilized:

1) **Coaching:** Used for minor infractions.

2) **Verbal Warning:** May be used as a base for more severe minor infractions.

3) **Written Warning:** May be used as a base for major infractions.

4) **Final Warning:** May be used as base for more egregious major infractions.

5) **Suspension:** May be used as a base for more egregious major infractions. Suspensions without pay may be up to two (2) weeks in length

6) **Termination:** Will be used for infractions in which circumstances are deemed warranted, or as the final step in the disciplinary process.

The Student Union reserves the right to engage in any one (1) or more of the above forms of discipline as appropriate under the circumstances, in the Student Union's sole discretion.

As previously set forth in the Handbook, the employment relationship is at-will and based on the mutual consent of the employee and the Student Union. Accordingly, either the Student Union or an employee or the Student Union can terminate the employment relationship at will, at any time, for any or no reason. Further, the Student Union reserves the right to counsel, demote, transfer, suspend or otherwise discipline any employee as appropriate under the circumstances and in its sole discretion.

The Student Union supports the use of progressive discipline to address issues such as poor work performance or minor workplace infractions to encourage employees to become more productive workers and to improve their work performance to comply with the Student Union's standards and expectations. Generally, supervisors will give warnings to an employee to address behaviors that the supervisor has found unacceptable. There are two (2) types of warnings: verbal and written. A verbal warning occurs when a supervisor verbally counsels an employee about an issue of concern. A written record of the discussion, noting the date, event, and recommended action, is placed in the employee's personnel file for future reference.

However, the Student Union also recognizes that some behavior [e.g. theft, insubordination, harassment, threats, etc.] might rise above the standard of a single "step" in the disciplinary process. These situations will be managed professionally through Human Resources and in consultation with supervisors and management.

7.3.3 Reporting an Incident or Infraction

When an incident or an infraction occurs, it should be reported to either a supervisor, director, or Human Resources immediately. You can report an incident or infraction to the Human Resources team by either email at suhr-group@sjsu.edu, phone at (408) 924-6322, or by coming to the main Student Union office and requesting to speak with a Human Resources team member.

7.3.4 Performance Improvement Plan

The department head/supervisor, in consultation with the Human Resources department, may place the employee on a performance improvement plan (PIP) not to exceed 90 days. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and work requirements specified by the supervisor and the Student Union. The supervisor and employee will meet regularly to assess the progress of the PIP. A schedule will be determined by both the employee and the supervisor with Human

Resources present, when the PIP is initially presented to the employee. If the employee has met the goals and expectations described in the PIP, the supervisor will document that he or she has successfully completed the PIP. If established goals are not met, a dismissal from the employee's current position may occur.

The Student Union reserves the right to administer appropriate disciplinary action for all forms of disruptive, inappropriate behavior, or other offenses. Each situation will be dealt with on an individual basis.

SECTION 8: WORKPLACE POLICIES

8.1 Punctuality & Attendance

Employees are expected to be regular in attendance and to be punctual. If employees are absent, their job duties will need to be performed by others or they will go undone. To limit problems caused by employees' unapproved absences, we have adopted the following policy.

Employees are expected to report to work as scheduled, be on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal or rest break periods, or when required to leave on authorized Student Union business or other authorized reason. Unapproved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

If an employee is unable to report for work on any particular day, they must call their supervisor at least two (2) hours in advance of the time the employee is scheduled to begin working for that day (unless it is impossible to do so, in which case the employee must call as soon as possible thereafter). Employees who need to leave early must notify their supervisor as soon as they learn that they will not be able to complete their scheduled shift. The Student Union may inquire about the general reason for an absence, tardiness or early departure. Unless extenuating circumstances exist, employees must call in on each and every scheduled day on which they will not report to work, unless they are on an approved leave of absence.

Excessive absenteeism, early departures, or tardiness may lead to disciplinary action, up to and including termination of employment, unless the absence or tardiness is excused or approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including vacation;
- Paid sick and safe time or mandatory paid leave provided under applicable federal, state or local law;
- Approved state and federally mandated leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the Student Union as an accommodation under applicable law; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Even one (1) unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the Student Union will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the employee believes that an absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the employee should notify their supervisor of this fact as soon as possible, but no later than at the time of the absence, tardiness or early departure. (For the required timing of an employee's notice of the need for a foreseeable leave of absence, see the applicable leave policy). If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with their supervisor

or Human Resources. The Student Union will investigate the situation and any errors will be corrected. Employees who fail to report for work without any notification to their supervisor and whose absence continues for a period of three (3) days (No Call/No Show) will be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.

8.2 Personal Appearance, Attire, and Grooming

The Student Union strives to maintain a workplace environment that functions well and is free from unnecessary distractions. As part of that effort, the Student Union requires employees to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. To that end, Student Union department heads may determine and enforce guidelines for workplace-appropriate attire and grooming for their areas; guidelines may limit natural or artificial scents that could trigger allergies, be distracting, or offensive to others. All employees should present themselves in a manner appropriate for a casual business environment. Clothing does not need to be expensive, but should be clean and neat in appearance. Employees should consider their level of customer and public contact and the types of meetings they are scheduled to attend in determining what attire is appropriate. Inappropriate dress includes, but is not limited to, extremely short skirts, shorts, excessively torn jeans, revealing shirts or blouses, and other clothing inappropriate for departmental attire. Employees should not wear any clothing that is worn, frayed, torn, or stained at any time. All Student Union employees are expected to present a professional image to students, clients, visitors, customers, and the public.

Acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the Student Union. Supervisors will communicate any department-specific workplace attire and grooming guidelines to new employees during new-hire orientation. Managers are responsible for enforcing dress and grooming standards for their department. Any questions about the department's guidelines for attire should be discussed with the immediate supervisor.

Any employee who does not meet the attire or grooming standards may be subject to corrective action and may be asked to leave the premises to change their clothes. Any accessories should not interfere with an employee's work. Hourly paid employees will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards.

8.2.1 Specific Requirements

Certain employees may be required to meet special dress, grooming and hygiene standards, such as wearing uniforms or protective clothing, depending on the nature of their job. Uniforms and protective clothing may be required for certain positions and will be provided to employees by the Student Union. At the discretion of the department head, in special circumstances, such as during unusually hot or cold weather or during special occasions, employees may be permitted to dress in a more casual fashion than is normally required. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped, frayed, or disheveled clothing.

Nothing in this policy is intended to or does prevent employees from exercising any of their rights any applicable local, state, or federal law.

8.2.2 Reasonable Accommodation of Religious Beliefs, Medical Condition, or Disability

The Student Union will reasonably accommodate exceptions to this policy if required due to an employee's religious beliefs, medical condition or disability. Those requesting a workplace attire accommodation should consult with the Human Resources department.

8.2.3 Addressing Workplace Attire and Hygiene Problems

Violations of the Student Union's personal appearance, attire, and grooming policy can range from inappropriate clothing items to offensive perfumes and body odor. If an employee comes to work in inappropriate dress, they will be required to go home, change into conforming attire or properly groom, and return to work. Employees should dress appropriately for their environment.

The following articles of clothing are generally not acceptable while working on Student Union premises:

- Barefoot;
- Open-toed shoes if working in an environment where reasonable hazards may be present;
- Sagging pants, shorts, or skirts;
- Sexually provocative clothing or exposed undergarments;
- Clothing with offensive slogans or pictures;
- Clothing showing excessive wear and tear;
- Any clothing or accessories that would present a safety hazard;
- Visible tattoos displaying inappropriate content.

All employees should also be well groomed and keep good personal hygiene. Inappropriate dress or grooming is grounds for disciplinary action, including termination. All final decisions on dress or grooming are made at the sole discretion of the Student Union.

8.3 Lactation Accommodation

The Student Union will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child. The Student Union will make a reasonable effort to provide the employee with the use of a room or other location near the employee's work area for the employee to express milk in private. Such space will meet the requirements of the California Labor Code including a surface to place a breast pump and personal items, a place to sit, access to electricity, a sink with running water, and a refrigerator for storing breast milk.

Nonexempt employees will be relieved of all work-related duties during any unpaid break. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. When unpaid breaks or additional time are required, employees should work with their supervisor and Human Resources regarding

scheduling and reporting the extra break time. Any such breaks will be unpaid for non-exempt employees. If the Student Union cannot provide break time or a location that complies with this Lactation Accommodation policy, the employee requesting the accommodation will be notified in writing.

Exempt employees will receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid".

A room identified for lactation may also be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact their supervisor or Human Resources. Any non-exempt employee who is not provided with a break as requested to express milk should immediately contact Human Resources.

The Student Union will not discriminate or retaliate against an employee who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises their rights under California's lactation accommodation law. Employees who feel their lactation accommodation rights have been violated can file a complaint with the California Labor Commissioner's Office.

If an employee would like to gain access to SJSU's lactation spaces, employees should visit EARC and complete the online registration form. There are currently multiple lactation rooms available for the campus community. The Student Union building has a location in the Student Wellness Center, 1st Floor and the Gender Equity Center in Student Union, Room More information can be found https://www.sjsu.edu/titleixeo/resources-guides/pregnancy-parenting-support/index.php.

8.4 Drug and Alcohol-Free Work Policy

Each employee has a responsibility to co-workers and the public to complete their job duties in a safe and conscientious manner. The Student Union strictly prohibits the unlawful use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner on its property. All employees are expected to show up to work lucid, sober, and of sound mind. Employees who show up to work intoxicated will be asked to go home and may be subject to disciplinary action up to and including termination.

8.5 Prescription and Over-the-Counter Drugs

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Student Union reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect the ability to perform safely. The Student Union will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

The Student Union's general prohibition against the possession or use of marijuana at work or being under the influence of marijuana during working time and working while impaired applies regardless of whether an employee is certified to use marijuana for medical reasons under state law. Unless otherwise required by law, the Student Union will not accommodate the use or possession of marijuana by individuals who are medically authorized to use marijuana as a matter of state law but will offer such individuals alternative accommodations related to any underlying disability. Notwithstanding the foregoing, the Student Union will not discriminate against an employee solely because the employee is a registered qualifying medical cannabis patient or due to an employee's lawful off-duty cannabis use away from work which does not impact the employee's ability to perform his or her job. Employees who have any questions regarding the Student Union's position concerning medical marijuana in a particular location should contact Human Resources.

8.6 Counseling and Rehabilitation

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Student Union will be provided an opportunity to pursue counseling and rehabilitation. The Student Union will make available to these employees information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available vacation, sick leave, or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee cannot return to work until released by a treatment provider to do so, and upon receiving a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

8.7 The Student Union's Right to Search

The Student Union wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. To this end, the Student Union prohibits the control, possession, transfer, sale or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this policy.

Desks, lockers and other storage devices are provided for the convenience of employees but

remain the sole property of the Student Union. Employees have no reasonable expectation of privacy for items placed therein. Accordingly, desks, lockers and other storage devices, as well as any articles found within them, can be inspected by any agent or representative of the Student Union at any time, upon reasonable suspicion, either with or without prior notice.

As an employer, the Student Union is charged with the duty to protect employees and others from injuries at the hands of employees who pose a known risk of bodily harm to others. Accordingly, to ensure the safety and security of those individuals and to protect our legitimate business interests, we reserve the right to, upon reasonable suspicion, question and inspect or search any employee or other individual entering or leaving Student Union premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, backpacks, and shopping bags. Any non-exempt employee present during any search or inspection must report the time spent during the search or inspection as working time.

These items are subject to inspection and search, upon reasonable suspicion, at any time, with or without prior notice. Employees may be required to consent to reasonable inspection of their personal property and/or person while on duty or on the Student Union's premises, to the extent permitted by applicable law. Any inspection of an individual's person will be limited to a self-inspection, whereby they will be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Student Union, typically a management employee of the same gender.

For the purposes of this policy, reasonable suspicion is defined as specific and articulable facts, taken together with rational inferences from those facts, that the individual is in possession of drugs, contraband, or other illegal materials.

8.8 Parking & Transit

Employees must comply with SJSU parking rules and regulations as set by the parking lot or facility they use. The Student Union is not responsible for damages or citations by any law enforcement agency.

8.8.1 On Campus Parking

Annual permits for parking in SJSU's employee parking areas, also known as "E permits," are available through an authorized payroll deduction. Information may be obtained through the Human Resource Department.

With the Associated Students SmartPass Clipper card and SJSU Tower Card, students and employees can have unlimited rides on Santa Clara Valley Transportation Authority (VTA) Local & Rapid buses, Limited routes, and Light Rail lines for $28 per month. You will receive only one (1) SmartPass Clipper card. The card's serial number is linked to your name and Tower Card.

8.9 PERSONAL CELL PHONE USE

The use of personal cell phones, or work cell phones for personal matters, should be held to a reasonable limit during work hours and must not interfere with an employee's productivity or the productivity of their coworkers. Reasonableness will be determined by Student Union management. Nothing in this policy prohibits employees from accessing their mobile device, whether a personal device, a device provided by the Student Union, or other communications device, during an emergency condition for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to confirm their safety.

8.10 Workplace Monitoring

The Student Union is part of the campus-wide video surveillance system. This program adheres to the provisions of Labor Code Section 435. The Student Union may use footage gathered through this system to enforce policies, procedures, assist with investigation, or for other business-related purposes, in accordance with applicable law.

8.11 Use of Technology and the Internet

The Student Union has established the following guidelines for using the computer systems, cloud and intranet, voicemail, email, internet and social media in an ethical and professional manner.

Voicemail, Student Union social media accounts, email and computer systems and files used by the Student Union are provided *solely* to further the Student Union's business operations. These systems and the information stored in them are the exclusive property of the Student Union. Although employee passwords may be used for Student Union oriented security reasons, the use of such passwords is not intended to assure employees that messages or other communications generated by or stored on these systems will be kept confidential.

Important Note: The Student Union maintains the right, without notice, in its sole discretion, to monitor, review, retain, disclose and/or take any other appropriate actions regarding (collectively, "Monitoring") any information and electronic communications transmitted through, received by or stored on its equipment – including e-mails and messages sent or received (whether such e-mails and messages are related to personal or business matters and/or whether they are sent or received using a Student Union mail account, a non-Student Union internet-based account, such as yahoo.com, Hotmail.com, gmail.com, or a social networking website), faxes, voicemails, internet and Intranet communications, access and usage, and documents, file or programs stored on the Student Union's equipment to the fullest extent permitted by law. The Student Union's rights regarding Monitoring its employees' use of the its equipment and information systems exists whenever an employee uses the Student Union's equipment and information systems, regardless of whether they are working in the office, at home or at another location, and whether or not such use is during official office hours or relates to the Student Union's business. Thus, at no time should employees believe that they have any expectation of privacy while using any of the Student Union's equipment and information systems.

Employees' use of the Student Union's equipment and information systems constitutes their consent to Monitoring by the Student Union (and/or its authorized representatives).

Therefore, employees should not expect privacy or confidentiality in anything they create, download, display, store, send or receive on the Student Union's information systems, even if it has been deleted, password-protected, encrypted or is marked "confidential," "private," "personal," "privileged" or other words or phrases intended to convey it is private. In addition, the use of passwords to gain access to the Student Union's equipment and information systems is intended solely to protect the security of the Student Union's business and does not confer an expectation of privacy for individual employees. If an employee wishes to avoid the Student Union potentially accessing and reviewing their personal communications, documents, files or data, then they should not use the Student Union's equipment and information systems for personal purposes and should not save personal material on the Student Union's computer system.

8.11.1 Guidelines for Use

This section sets forth guidelines concerning the appropriate use of the Student Union's voicemail, email and computer systems. Employees should never use the Student Union's equipment and information systems for personal use in a manner that degrades the functionality of those systems or interferes with their work duties or responsibilities.

The following rules and expectations, which are not all-inclusive, have been established to ensure that employees understand expectations with regard to use of the Student Union's equipment and information systems:

- Since voicemail and email messages, as well as other computer-stored data, are considered business records and may be electronically retrieved, even after you "delete" them, it is still possible to re-create the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet, email and other messages are not private. Furthermore, all communications, including but not limited to, text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or receiver.
- Employees should delete unwanted voicemail and email messages as soon as practical and should log off when not using the computer system.
- Employees should exercise good judgment in the use of email distribution lists; these lists are developed for the convenience of the addressees and unnecessary or frivolous messages should not be sent, thereby cluttering up user screens.
- Employees should not use a password, access a file, or retrieve or download any stored communication without express authorization. You also should not send email or other communications that either mask your identity or indicate that someone else sent them, and you should never access another employee's voicemail, email, or computer systems without express authorization.
- Employees may not install any software on Student Union computer systems without the prior authorization of the Student Union's Information Technology.

The Student Union's voicemail, email and computer systems, including the Internet, must not be used for the following purposes:

- Any illegal, discriminatory, threatening, harassing, abusive or offensive comments.

    - For example, the display or transmission of sexually explicit images (including pornography), messages, and cartoons is not allowed. Other such misuse includes but is not limited to, ethnic slurs, racial comments, off-color jokes or anything that may be construed as harassment or showing disrespect for others.
- Anything in conjunction with an employee's outside business endeavors or sales of any product or outside service (home products, cosmetics, etc.).
- Messages or other communications violating a Student Union policy or contrary to supervisory instructions.
- For the illegal duplication of software and its related documentation. Employees also may not use any software on local area networks or on multiple machines that is not in accordance with the software license agreement.

Employees should notify their immediate supervisor, the network administration or any member of management upon learning of a violation of this policy. Any violations of these Guidelines for Use or other provisions of this policy may result in disciplinary action, up to and including termination.

8.11.2 External Access & Confidentiality

Employees should exercise professionalism, discretion, and sound judgment when communicating with students, other employees, and third parties.

For example, all employees should safeguard the Student Union's confidential information, as well as that of guests and others, from disclosure. Messages containing confidential information should not be left visible while you are away from your work area. Also, internet sites maintain logs of visits from users. These logs identify the Student Union and the individual who accessed the Internet website. If your work requires a high level of security, please ask your supervisor or the IT Department for guidance on securely exchanging email or gathering information from internet sources.

8.11.3 Privacy and Disclosure

The Student Union's voicemail, email, and computer systems, including the use of the Internet, are provided to facilitate the conduct of its business. All messages and other communications generated through and/or stored on these systems are considered business records. Employees who use voicemail, email and/or computer systems should understand that information stored on these systems cannot be considered confidential or private. The Student Union reserves the right to access any voicemail, email, Internet usage or other computer- stored information at any time.

8.11.4 Discipline

Violation of this policy will result in discipline, up to and including termination of employment.

8.12 Social Media

The Student Union would like to provide clear guidelines for employees regarding the use of social media platforms. This policy aims to protect the Student Union's reputation, maintain

compliance with applicable laws and regulations, and adhere to professional standards in all social media interactions. Employees should be mindful of how their social media activity, even if done off premises and while off duty, will reflect on them and the Student Union. Employees should take care not to misrepresent themselves as a spokesperson for the Student Union. Note that California Labor Code § 96(k) prohibits employees from being retaliated against or terminated for engaging in lawful off-duty activities.

Social media is a powerful tool for communication, networking, and promoting our services. However, it also carries risks, including reputational damage, confidentiality breaches, and legal liabilities. Employees must understand their responsibilities when engaging on social media, whether in a professional or personal capacity.

8.12.1 Scope Of This Policy

This policy covers employees' activities on all social media platforms, including but not limited to:

- Facebook; LinkedIn; X (formerly Twitter); Instagram; Snapchat; Bluesky; YouTube; TikTok; Reddit; Blogs, podcasts, Substacks, and other forums

Both professional accounts managed by the Student Union and personal accounts where employees reference their affiliation with the firm are subject to this policy.

8.12.2 Guidelines for Professional Use

Employees managing official social media accounts for the Student Union must adhere to the following guidelines:

- **Content approval:** All posts must be reviewed and approved by the Marketing team.
- **Brand voice:** Maintain consistency with the firm's tone, style, and messaging.
- **Engagement:** Respond to comments and messages promptly and professionally.

When sharing company-related content on personal accounts, employees should:

- Use approved hashtags and branding elements.
- Align the content with the company's values and messaging.
- Avoid sharing unverified or sensitive information.

Employees using LinkedIn or other platforms for professional networking should:

- Keep profiles updated with accurate information about their role at the Student Union.
- Avoid connecting with unknown individuals who may pose security risks.
- Engage in discussions that enhance the business's reputation and thought leadership.

8.12.3 Guidelines for Personal Use

- Include a disclaimer in your personal profile or posts when discussing industry-related topics. For example: "The views expressed are my own and do not reflect the views of the Student Union."

- Use privacy settings to limit access to personal posts. However, assume that all content shared online could become public.
- Avoid discussing controversial or polarizing topics, such as politics or religion, in a manner that could imply the Student Union favors one religious or political viewpoint.
- Employees must not use the firm's logo, branding, or proprietary materials in personal posts without prior authorization.

8.12.4 Prohibited Activities

Employees are strictly prohibited from engaging in the following activities on social media:

- Sharing confidential or proprietary information.
- Posting discriminatory, harassing, threatening, or offensive content.
- Impersonating the Student Union or its representatives.
- Engaging in illegal activities, such as copyright infringement or defamation.
- Using social media during work hours in a manner that interferes with productivity.

8.12.5 Monitoring and Enforcement

The Student Union reserves the right to monitor public social media activity for compliance with this policy. However, the Student Union respects employees' privacy and will not access private accounts without explicit consent.

Employees who become aware of social media activity that violates this policy should report it to their manager or the Human Resources department.

Violations of this policy may result in disciplinary action, up to and including termination of employment. The severity of the action will depend on the nature of the violation. The Student Union reserves the right to pursue legal remedies, if needed.

8.12.6 Best Practices

1. Think Before You Post.

Consider the potential impact of your posts on the Student Union's reputation and its professional relationships.

2. Be Accurate.

Ensure that all information shared is accurate and verified. Avoid spreading rumors or misinformation.

3. Engage Positively.

Use social media to promote the Student Union's values, share industry insights, and build meaningful connections.

4. Separate Personal and Professional Accounts.

Employees are encouraged to maintain separate accounts for personal and professional use to avoid conflicts of interest.

8.12.7 Training and Support

The Student Union will provide social media training to employees. Training will cover:

- Platform-specific best practices.
- Crisis management and handling negative feedback.
- Legal and compliance considerations.

Employees can also contact the Marketing department for guidance on social media usage.

8.13 AI Usage

With the increasing popularity of generative artificial intelligence (GenAI) tools such as OpenAI's ChatGPT and Google's Gemini, it has become necessary to outline the proper use of such tools while working at the Student Union. While we remain committed to adopting new technologies to aid our mission, when possible, we also understand the risks and limitations of generative AI and want to ensure responsible use. Our goal is to protect employees, clients, suppliers, customers and the community from harm.

There are, however, risks in using this technology, including uncertainty about who owns the AI-created content and security/privacy concerns with inputting proprietary Student Union information or sensitive information about an employee, client, customer, etc., into an AI tool. Additionally, the accuracy of the content created by these technologies must be verified, as the information may be outdated, misleading or — in some cases — fabricated.

This policy applies to all work done by employees of the Student Union, whether on or off Student Union premises.

Limited use of generative AI tools will be allowed while performing work for the Student Union with the approval of your director. Student Union email addresses, credentials or phone numbers can be used to create an account with these technologies. No Student Union data of any kind may be submitted (copied, typed, etc.) into these platforms without prior approval.

Employees wishing to use generative AI must inform their director in writing how the tool will be used. Managers must approve or deny requests within three (3) days.

All AI-generated content must be reviewed for accuracy before relying on it for work purposes. If a reliable source cannot be found to verify factual information generated by the tool, that information cannot be used for work purposes.

Acceptable uses include:

- For general knowledge questions meant to enhance your understanding on a work-related topic.
- To brainstorm ideas related to projects you are working on.
- To create formulas for Excel spreadsheets or similar programs.
- To develop or debug code, to be verified before deployment.
- To draft an email or letter.
- To summarize online research or to create outlines for content projects to assist in full coverage of a topic.
  Note: Only content written by employees may be included in a final product.

Unacceptable uses include:

- Copying and pasting, typing, or in any way submitting Student Union content or data of any kind into the AI tool without prior approval.
- Unauthorized use of AI to generate work.
- Using copied and pasted unverified AI generated output in work.
- Failing to properly cite an AI tool when used as a resource, when necessary.

Any violation of this policy may result in disciplinary action, up to and including termination.

8.13.1 Training

All managers will be trained on the proper use of generative AI tools in the workplace. All employees using generative AI tools for work purposes must attend training on the proper use of these technologies before doing so. All questions related to this training should be addressed with Human Resources by writing suhr-group@sjsu.edu.

8.13.2 Ethical Use

Employees must use generative AI tools in accordance with all the Student Union's conduct and anti-discrimination policies. These technologies must not be used to create content that is inappropriate, discriminatory or otherwise harmful to others or the Student Union. Such use will result in disciplinary action, up to and including termination.

8.13.3 Monitoring

The Student Union's Computer Use Policy and relevant monitoring policies still apply when using generative AI tools with Student Union equipment.

If you have any questions regarding this policy, please contact IT or Human Resources.

8.14 Non-Solicitation and Non-Distribution

The non-solicitation, non-distribution policy is intended to protect the interests of both the Student Union and its employees. It is the policy of the Student Union that solicitation of any kind of or by employees during working time is prohibited.

Solicitation by non-employees on Student Union premises is prohibited at all times.

Distribution of literature, advertising material, handbills, printed or written, of any kind by employees during working time or in working or public areas of the Student Union is prohibited at all times. "Working time," as used in this policy, includes all time for which an employee is expected to be performing services for the Student Union; it does not include periods during which an employee legitimately is not performing services, such as during beak periods, meal periods, or before or after scheduled work periods. Distribution of literature by non-employees on the Student Union's premises is prohibited at all times. Off-duty employees are not permitted in work areas. Strict compliance with these rules is required. Nothing in this policy is intended to in any way interfere with, coerce, or restrain any employee from exercising their rights under any state or federal labor law, including the National Labor Relations Act.

8.15 Bulletin Boards

Bulletin Boards are a means of communication. They may contain important notices of the Student Union's business that directly affect you and your work. Please read the boards regularly. Personal notices or information should not be posted, except on those bulletin boards where it is expressly permitted.

8.16 Verification of Employment

Periodically, the Student Union may receive inquiries from outside entities regarding the status of your employment. For example, we may receive calls from banks, credit agencies, or prospective employers, asking us whether you are employed with the Student Union, your current position with the Student Union, your salary, and why you may have left the Student Union. You should be aware that, when we receive such inquiries about your employment, the Student Union has a strict policy of providing only limited information.

Excluding student and former student employee supervisors with permission from the student employee, no employee, other than authorized Human Resources staff may provide any official information regarding current or former employees. The only information that we provide is your dates of employment and your position with the Student Union. We will not reveal your salary, although if we are asked to confirm your salary, we will only say "yes" or "no" to a particular amount. The Student Union's strict policy prohibits us from revealing any information about why you may have left us. However, in some instances, you may want us to reveal additional information. In those instances, we require written authorization from you, permitting us to divulge such additional information.

SECTION 9: HEALTH & SAFETY

California Labor Law 6401 states that employers must take reasonable steps to ensure safety and health of their employees and workplace. The Student Union strives to comply with all aspects of this law.

Employees are expected to comply with all safety and health requirements whether established by management or by federal, state, or local law. Please refer to our Injury and Illness Prevention Plan ("IIPP") for further information regarding employee safety and health.

Any accident that occurs on the Student Union's premises, be that of a client, visitor, or employee, should be reported immediately to your supervisor or to the Risk Manager. For your own safety and the safety of others, please do not attempt to give medical aid to an injured client, visitor, or fellow employee, unless you are certified or it's required in your job duties. Call the appropriate medical authorities.

Employees should maintain a clean and orderly work area at all times. The Student Union will attempt to maintain the temperature, lighting, and noise level of its facilities at a level that is comfortable yet appropriate for the nature of our operations. You should inform your supervisor of any concerns about working conditions. Any work-related injuries to an employee must be reported to Human Resources.

For injury or illness that occur at the work site, see the Workers' Compensation section.

9.1 Injury and Accident Response and Reporting

If an employee is injured or witnesses an injury at work, they must report it immediately to the nearest available manager or directly to Human Resources. Employees should provide any assistance requested by that manager (or an injured employee). When any accident, injury, or illness occurs while an employee is at work, regardless of the nature or severity, the employee must complete an injury reporting form and return it to the Human Resources department as soon as possible. Reporting should not be allowed to delay necessary medical attention.

Employees who sustain work-related injuries may receive workers' compensation benefits. See the Student Union's Insurance policy for more information. Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Student Union's leaves of absence or reasonable accommodation policies. Employees should consult with Human Resources for additional information.

Once the accident is reported, follow-up will be handled by the Human Resources department or the designated Safety Officer, including a determination as to whether the injured employee may return to work. Questions asked by law enforcement or fire officials making an investigative report should be answered giving only factual information and avoiding speculation. Liability for personal injury or property damage should never be admitted in answering an investigatory question asked by law enforcement or fire officials. In addition to compliance with safety measures imposed by the federal Occupational Safety

and Health Act (OSHA), Division of Occupational Safety and Health (DOSH or Cal/OSHA), and state law, the Student Union has an independent interest in making its workplaces a safe and healthy place to work.

The Student Union recognizes that employees may be in a position to recognize dangerous conditions and practices and therefore we encourage employees to report such conditions, as well as non-functioning or hazardous equipment, to a manager immediately. Appropriate remedial measures will be taken when possible and appropriate. Employees will not be retaliated against or discriminated against for reporting accidents, injuries, or illnesses, filing of safety-related complaints, or requesting to see injury and illness logs.

9.2 Workplace Violence Prevention

The Student Union is committed to preventing workplace violence and to maintaining a safe work environment. The Student Union has adopted the following guidelines to deal with intimidation, harassment or other threats of or actual violence that may occur onsite or offsite during work-related activities. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence prevention policy.

9.2.1 Prohibited Conduct

The Student Union does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. All employees, students, customers, vendors, and business associates should always be treated with courtesy and respect. Employees are expected to refrain from fighting, "horseplay" or other conduct that may be dangerous to others. Conduct that threatens, intimidates or coerces another employee, students, customer, vendor or business associate will not be tolerated. The Student Union resources may not be used to threaten, stalk or harass anyone at or outside the workplace.

Examples of conduct that is prohibited include these behaviors:

- Causing physical injury to another person.
- Making threatening remarks.
- Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging employer property or property of another employee.
- Possessing a weapon while on Student Union property or while on official business.
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

9.2.2 Reporting Procedures and Guidelines

Any potentially dangerous situation must be immediately reported to a supervisor or Human Resources. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately, and information will be disclosed to others only on a need-to-know basis. All parties involved

in a situation will be counseled, and the results of investigations will be discussed with them. The Student Union will actively intervene as appropriate at any indication of a possibly hostile or violent situation.

When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident. The Student Union encourages employees to bring their disputes to the attention of their supervisors or Human Resources before the situation escalates. The Student Union will not discipline employees for raising such concerns.

The Student Union does not expect employees to be skilled at identifying potentially dangerous persons. Employees are expected to exercise good judgment and to inform the Human Resources department if any coworker exhibits behavior that could be a sign of a potentially dangerous situation. Such behavior includes, but is not limited to:

- Discussing weapons or bringing them to the workplace.
- Displaying overt signs of extreme stress, resentment, hostility or anger.
- Making threatening remarks.
- Showing sudden or significant deterioration of performance.
- Displaying irrational or inappropriate behavior.

9.2.3 Employees at Risk

Human Resources will identify and maintain a list of employees who have been determined to be at risk of becoming victims of violence because of the nature of their job or because they are subject to harassment, violence or threats from a non-employee. Employees at risk should promptly inform Human Resources of any protective or restraining order that they have obtained that lists the workplace as a protected area. Human Resources, Operations, and University Police will design a plan for at-risk employees to prepare for any possible emergency situations.

9.2.4 Dangerous/Emergency Situation Protocol

Employees who encounter an armed or dangerous person should not attempt to challenge or disarm the individual and should follow Student Union protocol for an active shooter situation if applicable. If appropriate, employees should remain calm, make eye contact, and talk to the individual if they can do so without endangering their own or others' safety. If a supervisor can be safely notified of the need for assistance without endangering the safety of the employee or others, such notice should be given. Otherwise, employees should cooperate with the armed or dangerous person and follow the instructions given.

9.2.5 Investigations and Enforcement

The Student Union will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. The Student Union will not retaliate against employees making good-faith reports of violence, threats, or suspicious

individuals or activities. To maintain workplace safety and the integrity of its investigation, the Student Union may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

9.2.6 Risk Reduction Measures

Human Resources takes reasonable measures to conduct background investigations to review candidates' backgrounds and to reduce the risk of hiring individuals with a history of violent behavior. In addition, the Student Union conducts annual inspections of the premises to evaluate and determine any vulnerabilities to workplace violence or hazards. Any necessary corrective action will be taken to reduce risks.

9.3 Inclement Weather and Outages

The Student Union has established these guidelines for operations during periods of extreme weather and similar emergencies. The Student Union will remain open in all but the most extreme circumstances. Unless SJSU, the Student Union Executive Director, or their authorized designee has announced an emergency closing, all employees are expected to report to work. However, the Student Union does not advise employees to take unwarranted risks when traveling to work in the event of inclement weather or other emergencies. Employees should exercise their best judgment about road conditions and other safety concerns. When hazardous or severe weather occurs during the day, the Executive Director will decide whether to close early. In the event that the Student Union closes early due to hazardous or severe weather, non-exempt employees will be paid for all hours worked and will otherwise be paid in accordance with applicable federal and state law.

If the Student Union closes for a full day, but less than one (1) work week, due to hazardous or severe weather conditions, exempt employees who performed any work during the work week will be paid their full salary for that week. When the Student Union is open, but an employee is unable to report to work because of hazardous or severe weather, the employee should report any delay or absence to their supervisor at the earliest possible time. Employees may be required to use accrued vacation time on days when the Student Union is open, but the employee does not report to work because of inclement weather. For employees that do not have vacation available, non-exempt employees will be paid only for time worked and exempt employees will not be paid for full-day absences due to inclement weather. If the office remains open, employees must make a reasonable effort to report to work as scheduled. Exempt and non-exempt employees already scheduled to be off during emergency closings are charged such leave as was scheduled. Employees should not take unnecessary risks to report to work in unsafe conditions.

9.4 Procedure During Emergency Closings

If weather or traveling conditions delay or prevent an employee's reporting to work, their immediate supervisor should be notified as soon as possible. If possible, such notification

should be made by telephone conversation directly with the supervisor. If direct contact is not possible, leaving a detailed voicemail or text message or email with another employee is acceptable. An employee who is unable to report to work due to extreme inclement weather or a similar emergency may use any accrued time off or take the day off without pay.

9.5 Smoking

In accordance with Presidential Directive 2014-01, San Jose State is a completely smoke-free and tobacco-free campus. Anyone who smokes on campus, including on Student Union property, is in violation of Education Code 89031, which is a misdemeanor.

Furthermore, smoking is prohibited in Student Union and university owned vehicles. This prohibition includes passenger vehicles and all other mobile equipment within enclosed or enclosable driver or passenger compartments.

Employees that observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Employees that violate this policy or who tamper with No Smoking signs may be subject to disciplinary action, up to and including termination. For tobacco cessation resources see the Employee Assistance Program (EAP) section.

SECTION 10: ACKNOWLEDGEMENTS

Harassment, Discrimination, and Retaliation Prevention Acknowledgement

SJSU Student Union, Inc. is an equal opportunity employer. SJSU Student Union, Inc. is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on:

- Race (including traits associated with race, such as hair texture and protective hairstyles);
- Religion (including religious dress and grooming practices);
- Color;
- Sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions);
- Gender identity/gender expression/transgender status (including whether or not you are transitioning or have transitioned) and sexual orientation;
- National origin;
- Ancestry;
- Physical or mental disability;
- Medical condition;
- Genetic information/characteristics;
- Marital status/registered domestic partner status;
- Age (40 and over);
- Sexual orientation;
- Reproductive health decision-making;
- Military or veteran status;
- Use of cannabis/marijuana off the job and away from the workplace;
- The combination or intersectionality of more than one protected trait; and
- Any other basis protected by federal, state or local law or ordinance or regulation.

SJSU Student Union, Inc also prohibits discrimination, harassment, and disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

In addition, the Student Union prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

All such conduct violates Student Union policy.

Prohibited discrimination, harassment and disrespectful or unprofessional conduct includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes or comments, and slurs, or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report discrimination or harassment; and

- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by Student Union policy.

Harassment Prevention

The Student Union is committed to providing a work environment that is free of harassment and disrespectful or unprofessional conduct by any employee, including supervisors, managers and coworkers. The Student Union's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working. Harassment or disrespectful remarks or conduct based upon any Protected Characteristics is prohibited. As a result, the Student Union maintains a strict policy prohibiting harassment, including sexual harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to: race (including traits associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, citizenship status, physical disability (including HIV/AIDS) or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, an individual's reproductive health decisions; and any other consideration protected by federal, state or local law. The Student Union also prohibits discrimination and harassment on the basis of any Protected Characteristics or intersectionality or combinations of Protected Characteristics. This includes any perception that a person has or is associated with someone who has one or more Protected Characteristics.

For purposes of this policy, discrimination or harassment on the basis of "national origin" also includes discrimination or harassment against an individual because that person holds or presents a California driver's license issued to those who cannot document their lawful presence in the United States and based on any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. All such harassment is prohibited.

This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party interacting with the Student Union ("third parties") and prohibits harassing conduct (as defined in this policy) by any employee or third party of the Student Union, including nonsupervisory employees, supervisors and managers. If such harassment occurs on the Student Union's premises or is directed toward an employee or a third party interacting with the Student Union, the procedures in this policy should be followed.

Sexual Harassment Defined

Prohibited harassment also includes sexual harassment. Sexual harassment includes

unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- 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.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. Sexual harassment includes, but is not limited to, the following:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- Physical conduct, including but not limited to unwelcome touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.

An employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire. An employee who engages in unlawful harassment may be personally liable for harassment even if the Student Union had no knowledge of such conduct.

Other Types of Harassment

Harassment on the basis of any legally Protected Characteristic, as identified above, is prohibited. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual’s protected characteristic;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings or gestures based on protected characteristic; and
- Physical conduct, including assault, unwanted touching or blocking normal

movement because of an individual's protected characteristic.

Abusive Conduct Prevention

It is expected that the Student Union and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of management's expectations, during working times, and that they refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include but are not limited to repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

Anti-Retaliation

The Anti-Retaliation Policy is designed to reinforce the Student Union's commitment to protect any applicant, employee, or other individual who raises concerns about workplace issues, participates in investigations, or exercises their rights under applicable laws. Retaliation against any employee who, in good faith, reports a suspected violation of Student Union policies, participates in an investigation, or engages in any protected activity is strictly prohibited. Retaliatory actions may include, but are not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit, intimidation, coercion, threats, or any other retaliatory behavior.

It is the Student Union's policy to adhere to all applicable laws protecting our employees against unlawful harassment, retaliation, or discrimination resulting from them raising good faith questions or concerns. Protected activities may include but are not limited to: reporting workplace violations or illegal activities, participating in an internal or external investigation, cooperating with law enforcement or regulatory agencies, requesting reasonable accommodation under the applicable laws, and exercising rights protected by applicable labor and employment laws.

Retaliation includes any conduct that would reasonably dissuade an employee from raising, reporting or communicating about good faith concerns through our internal reporting channels or with any governmental authority or from participating in or cooperating with an investigation or legal proceeding raising such concerns. Retaliation may occur through conduct or written communication and may take many forms, including actual or implied threats, verbal or nonverbal behaviors, changes to the terms or conditions of employment, coercion, bullying, intimidation, or deliberate exclusionary behaviors.

The Student Union is dedicated to promoting an environment where employees feel secure in bringing forth issues without fear of retaliation. Employees who believe they have experienced retaliation or witnessed retaliatory behavior are encouraged to promptly report the incident to their supervisor/manager or the Human Resources Office. The Student Union is committed to investigating all reports of retaliation promptly, impartially, and with

reasonable confidentiality. Any employee found to have engaged in retaliation in violation of this policy will be subject to disciplinary action, up to and including termination of employment. The Student Union will also take appropriate corrective measures to prevent further retaliation and ensure a safe and respectful work environment.

Fraud Prevention and Whistleblower Policy

To support the Student Union's goal of legal compliance and transparency in all phases of its operations and activities, we encourage and enable employees to raise issues and concerns in a productive and constructive manner, using internal redress mechanisms, to increase transparency and provide timely opportunity to learn of and address allegations of unlawful or unethical practices directly from employees.

If any employee reasonably believes that a policy, practice, process, or activity of The Student Union, Inc. is in violation of a law, a rule, a regulation mandated pursuant to law, or is in violation of a clear mandate or public policy concerning the health, safety, welfare, protection of the environment, or is unethical, the employee should report the activity immediately to the Human Resources department, who will initiate a timely, 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.

If an employee elects not to report suspected unlawful activity as defined above to the Student Union Human Resources Department, the employee may contact the SJSU appointed Campus Administrator (as shown below), the California State Auditor Hotline at (800) 952-5665 and/or 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.

Whistleblowers are protected by the Whistleblower Protection Act and California Labor Code 1102.5, which protects whistleblowers from retaliation when reporting suspected illegal conduct or activity to any government or law enforcement agency, or to a person with authority over the employee, The Student Union strictly prohibits, and will not tolerate, any form of retaliation against any individual making a good faith report of any suspected misconduct.

Non-Discrimination

The Student Union is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Student Union operations. The Student Union prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee, including supervisors and coworkers based on any of the Protected Characteristics listed above in Section 1.7.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is also prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the Student Union is not obligated to disclose the wages of other employees.

Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

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

Any job applicant or employee who requires an accommodation to perform the essential functions of the job should contact an HR manager and discuss the need for an accommodation. The Student Union will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job.

An applicant, employee or unpaid intern who requires an accommodation for a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact the HR manager and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Student Union will make the accommodation.

The Student Union will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees or coworkers

Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure

Applicants and employees are encouraged to report incidents of inappropriate or unwelcome conduct in the workplace, either witnessed or experienced, promptly without hesitation to the Human Resources Department at suhr-group@sjsu.edu. All reports are taken seriously and are investigated timely and fairly by the Human Resources Department.

Additional situations where the Human Resources Department will initiate an investigation include, but are not limited to:

- A Manager/Supervisor receives a report and immediately notifies the Human Resources Department; or
- the Human Resources Department gains knowledge of adverse conduct in the workplace that is potentially in violation of this policy.

The Student Union's investigations will be kept confidential including the names of complainants, witnesses, alleged and information gathered as a part of the investigation, to the extent possible. The Student Union will only share the "need to know'' information with those that "need to know". The individuals involved with the investigation have a responsibility to keep all information about the investigation confidential. Violation of this confidentiality clause may result in disciplinary action, up to and including termination. An investigation may include but is not limited to various methods such as fact-finding conversations, interviews, and surveys.

If a report is requested to be withdrawn, the Student Union will evaluate the case and may continue the investigation due to additional factors such as:

- the number of adverse conduct reports for a single individual in a given time period;
- the number of adverse conduct reports for a single individual historically; or
- the seriousness of the allegations.

The Student Union will notify the complainant(s) and the person alleged to have engaged in inappropriate conduct as well as any other "need to know" individuals as to the conclusion of the investigation. Both the rights of the complainant and the person alleged to have engaged in inappropriate conduct will be considered in an investigation and subsequent action. For more information about Disciplinary Action, see Section 7.

Reports may also be made directly to governmental agencies, including but not limited to the following:

- California Civil Rights Department (CRD)
  Website: contact.center@calcivilrights.ca.gov www.calcivilrights.ca.gov
  Email: contact.center@calcivilrights.ca.gov
  Phone: (800) 884-1684, (800) 700-2320 (TTY)
  Address: 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758
- U.S. Equal Opportunity Commission
  Website: https://www.eeoc.gov/employees
  Email: info@eeoc.gov
  Phone: (800) 669-4000, (800) 669-6820 (TTY)
  Address: 96 N. Third Street, Suite 250, San Jose, CA 95112

For further information, contact the Human Resources Department at suhr-group@sjsu.edu.

Any employee who believes they have been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with the Student Union in violation of any of the policies included in this Handbook, or who is aware of such behavior against others, should immediately provide a written or verbal report to:

- Their supervisor
- Any other supervisor
- The HR Manager
- The HR Team
- The Executive Director
- To file a complaint, call 408-924-6361
- To email a complaint, write suhr-group@sjsu.edu

Please provide all known details of the incident(s), names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but it is not mandatory.

The Student Union encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by any policy in this Handbook immediately so that complaints can be quickly and fairly resolved.

If an employee alleges that their supervisor or any another manager has engaged in harassing, discriminatory, or retaliatory conduct, or conduct that is otherwise believed to violate any policy in this Handbook, the employee must report the alleged conduct to Human Resources – reporting directly to the offending supervisor directly is not sufficient. Employees are not required to make a complaint directly to their immediate supervisor. Supervisors and managers who receive complaints of misconduct must also immediately report such complaints to Human Resources who will attempt to resolve issues internally.

When a report is received, the Student Union will conduct a fair, thorough, objective investigation that provides all parties with appropriate due process, and reaches reasonable conclusions based on the evidence collected in a timely manner. The Student Union expects all employees to fully cooperate with any investigation conducted by the Student Union into a complaint of prohibited harassment, discrimination or retaliation, or regarding the alleged violation of any other Student Union policies. The Student Union will maintain confidentiality surrounding the investigation to the extent possible, but complete confidentiality cannot promised. The Student Union will work to the extent permitted under applicable federal and state law to keep confidentiality on all matters.

Upon completion of the investigation, the Student Union will communicate its conclusion as soon as practical. If the Student Union determines that any of its policies have been violated, corrective action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct. The Student Union will take appropriate action to deter any such conduct in the future.

You should also be aware that the Federal Equal Employment Opportunity Commission and the California Civil Rights Department investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you've been harassed, discriminated against or retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. Information may be located by visiting the agency website at www.eeoc.gov or https://calcivilrights.ca.gov. The CRD Sexual Harassment Prevention training may be accessed here: https://calcivilrights.ca.gov/shpt. The nearest office can be found by visiting the agency websites at https://calcivilrights.ca.gov and www.eeoc.gov.

Confirmation of Harassment, Discrimination, and Retaliation Prevention Policy

I have received my copy of the Student Union's Harassment, Discrimination and Retaliation Prevention Policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

I understand that the Student Union is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature certifies that I understand I must conform to and abide by the rules and requirements described in this policy.

Employee's Signature_____

Employee's Printed Name _____

Date _____

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

ACKNOWLEDGMENT AND RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the Student Union, Inc. ("Student Union, Inc. or Student Union") Employee Handbook. I understand that it is my responsibility to read the Handbook and to abide by the rules, policies and standards set forth in it.

The Student Union reserves the right to amend, modify, rescind, delete, supplement, or add to the sections of the Handbook as it deems necessary. In the event that any provision of this handbook is determined to be void or unenforceable, such determination shall not affect the remainder of the handbook, which will continue to be in full force and effect. I understand that the contents of this Handbook are presented solely as a matter of information and guidance.

I, further, understand that the Student Union maintains a policy of at-will employment with respect to both the duration, terms, and conditions of the employment relationship. This means that the Student Union reserves the right to change the terms and conditions of the employment relationship or to terminate that relationship at-will, with or without cause or prior notice. I also understand and agree that the Student Union's policy of at-will employment is not subject to change other than through an express written agreement signed by me and the Executive Director of the Student Union.

I understand and acknowledge that nothing in this Handbook or in any other document or policy is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing. I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act.

I acknowledge that, if I am non-exempt employee, I recorded my time or made sure I was clocked in when reviewing the Employee Handbook and signing the Acknowledgment forms.

I further acknowledge that the Student Union reserves the right to revise, delete and add to the provisions of the Handbook, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the Handbook. Furthermore, the Student Union's policy of at-will employment can only be changed as stated in the prior paragraph.

I have read and understand the above statements.

_____	_____	_____
Print Name	Signature	Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE