



**California State University, San Bernardino  
Santos Manuel Student Union Board of Directors  
Personnel Committee  
Zoom: <https://csusb.zoom.us/j/89009705795>  
April 25, 2025 – 3:00pm**

**AGENDA**

1. Call to Order
2. Roll Call
3. Approval of Minutes
  - a. January 6, 2025
4. Open Forum
5. Adoption of Agenda

**OLD BUSINESS:**

There is no old business at this time.

**NEW BUSINESS:**

- |          |   |
|----------|---|
| PC 17/25 | Approval of Personnel Policy 300 – Equal Employment Opportunity Policy (Action, Puccinelli) |
| PC 18/25 | Approval of Personnel Policy 715 – Paid Leaves of Absence Policy (Action, Puccinelli)       |
| PC 19/25 | Approval of Personnel Policy 720 – Unpaid Leaves of Absence Policy (Action, Puccinelli)     |
| PC 20/25 | Approval of Personnel Policy 935 – Unlawful Harassment Policy (Action, Puccinelli)          |
| PC 21/25 | Retirement of Personnel Policy 1145 – Complaint Procedure (Action, Puccinelli)              |

**Announcements**

**Adjournment**



California State University, San Bernardino  
Santos Manuel Student Union Board of Directors  
Personnel Committee  
January 6, 2025 – 11:00am  
Zoom: <https://csusb.zoom.us/j/89009705795>

### MINUTES

**Members Present:** Angelica Agudo, Jesse Felix, Paz Oliverez, Jocelyn Paz, Jennifer Puccinelli

**Members Absent:** None

**Staff Present:** Elizabeth Junker

**Call to Order:** The meeting was called to order at 11:05 a.m.

**Roll Call:** A verbal roll call of members was conducted; quorum was met.

**Approval of Minutes:**  
M/S Felix/Agudo to approve the minutes from December 17, 2024 meeting.  
*Motion passed.*

**Open Forum:** There were no speakers for open forum.

**Adoption of Agenda:**  
M/S Agudo/Felix motion to adopt agenda as presented.  
*Motion passed.*

### NEW BUSINESS:

PC 16/25 Interview student representative candidates and select those who will move forward to interview at the SMSU Board of Directors meeting on January 22, 2025. Term Length: January 22, 2025 – May 7, 2025 (Action, Felix)

M/S Felix/Oliverez motion to open PC 16/25 Interview student representative candidates and select those who will move forward to interview at the SMSU Board of Directors meeting on January 22, 2025. Term Length: January 22, 2025 – May 7, 2025

Personnel Committee interviewed the five candidates interviewing for the student representative positions on the SMSU Board of Directors.

1. Sophia Garcia
2. Sukhpreet Kaur
3. Kimberly Rosas
4. Teniola Akinyemi
5. Robinpreet Singh Waraich

M/S Felix/Agudo motion to extend meeting end time to 12:12pm.  
*Motion passed.*

M/S Felix/Agudo motion to advance Sophia Garcia, Sukhpreet Kaur, Kimberly Rosas, and Teniola Akinyemi to the next step of the interview process.  
*Motion passed unanimously.*

#### **Announcements**

- None

**Adjournment** – M/S Felix/Agudo motion to adjourn the meeting at 12:15 p.m.

Reviewed and respectfully submitted by:

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Jocelyn Paz, Committee Chairwoman

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Date

**CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO  
SANTOS MANUEL STUDENT UNION**

**PERSONNEL POLICY**

**SUBJECT: Equal Employment Opportunity Policy**

**REFERENCE: SMSU Personnel Policies Manual; SMSUPM 300**  
**Fair Employment and Housing Act**  
**Unruh Civil Rights Act**

**POLICY**

It is the policy of the Santos Manuel Student Union of California State University, San Bernardino to hire, advance in employment and otherwise treat all employees and applicants for employment without regard to race, color, caste, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic conditions, genetic information, sex (including pregnancy, childbirth, breastfeeding, reproductive health decision-making, or related medical conditions), gender, gender identity, gender expression, sexual orientation, marital status, age (40 years and over), veterans or military status, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other characteristic protected by state or federal anti-discrimination law covering employment.

The Santos Manuel Student Union policy of non-discrimination applies to all levels of employment and to all personnel practices, including but not limited to: recruitment, hiring, reclassification, forms of compensation including rates of pay and benefits, transfer, termination, and educational training programs.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resource and Risk Manager and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Santos Manuel Student Union may investigate to identify the barriers that make it challenging for the applicant or employee to have an equal opportunity to perform their job. The Santos Manuel Student Union will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Santos Manuel Student Union will make the accommodation.

### Implementation Responsibilities:

1. The authority and responsibility for assuring compliance with the policy rests with the Santos Manuel Student Union Executive Director and the Santos Manuel Student Union Human Resource and Risk Manager.
2. The Santos Manuel Student Union Executive Director has overall responsibility for policy development, implementation, coordination, and resolution of complaints.

### Retaliatory Prohibition:

The Santos Manuel Student Union prohibits retaliation against a person who engages in activities protected under this policy. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under this policy. Retaliatory action taken against a person filing a discrimination complaint is a violation of the law, as well as Santos Manuel Student Union and CSUSB policy.

The Executive Director shall attempt to ensure that no retaliatory action is taken against any person who files a complaint of discrimination.

### PROCEDURE

All Santos Manuel Student Union employees are expected to assume responsibility for maintaining a work environment that is free from discrimination, harassment, and retaliation. Employees are encouraged to promptly report conduct that they believe violates this policy so that the Santos Manuel Student Union has an opportunity to address and resolve any concerns. Managers are required to promptly report conduct they believe violates this policy.

Any employee or applicant for employment who feels that he or she has been subject to discrimination on the basis of race (inclusive of traits associated with race, including but not limited to hair texture and protective hairstyles i.e. braids, locs, and twists), color, caste, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic conditions, genetic information, sex (including pregnancy, childbirth, breastfeeding, reproductive health decision-making or related medical conditions), gender, gender identity, gender expression, sexual orientation, marital status, age (40 years and over), veterans or military status, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other characteristic protected by state or federal anti-discrimination law covering employment may file a complaint with the Human Resource and Risk Manager using Attachment A of this policy. The Human Resource and Risk Manager shall make every effort to resolve complaints of discrimination through informal conciliation meetings or fact-finding conferences with appropriate Santos Manuel Student

Union and/or University personnel and shall report results of the investigation to the Santos Manuel Student Union Executive Director for final resolution. If the Human Resource and Risk Manager is the subject of the complaint, the complaint will be forwarded to the Executive Director. If the Executive Director is the subject of the complaint, the complaint will be forwarded to the Associate Vice President of Student Affairs for final resolution.

The Santos Manuel Student Union will take appropriate corrective action(s) up to and including formal discipline against any employee(s) when an investigation has found that misconduct occurred. Such corrective action(s) may include, but are not limited to, letters of reprimand, suspension, demotion, or termination.

Complaints of discrimination will be handled in a confidential manner. The Santos Manuel Student Union will not respond to requests for information concerning complaints from any media source or agencies other than those entitled by law to such information.

**ATTACHMENT A**

**Equal Employment Opportunity Policy Complaint Form**

**COMPLAINANT INFORMATION**

NAME:

DEPARTMENT:

IMMEDIATE SUPERVISOR:

Please describe the conduct that you believe violates the Equal Employment Opportunity Policy. In your narrative, describe: (1) What happened to you; (2) Why you believe you are being discriminated, harassed, or retaliated against, including the reason or evidence you have to support your belief, (attach additional pages if needed).

**PERSON(S) ALLEGED TO HAVE VIOLATED THE POLICY**

Person #1 - Name:

Department:

Person #2 - Name:

Department:

Person #3 - Name:

Department:

**PERSON(S) WITH INFORMATION/KNOWLEDGE OF THE ALLEGED INCIDENTS**

Witness #1 Name:

Department:

Witness #2 Name:

Department:

Witness #3 Name:

Department:

HAVE YOU COMPLAINED TO ANYONE AT NAME OF ORGANIZATION ABOUT THIS MATTER?

If yes, explain the situation. When did you complain, to whom, and what was the result? (You may attach additional pages if necessary).

Please submit to the Santos Manuel Student Union Human Resource and Risk Manager

## **Summary of changes to SMSU Personnel Policy 300: Equal Employment Opportunity Policy**

Amended to include traits associated with race under the definition of discrimination on the basis of race.

Based on changes to FEHA and Unruh Civil Rights Act.

**CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO  
SANTOS MANUEL STUDENT UNION**

**PERSONNEL POLICY**

**SUBJECT: Paid Leaves of Absence**

**REFERENCE: SMSU Personnel Policies Manual; SMSUPM 715  
CA Govt Code § 19775 – Military Leave  
CA Govt Code § 19859.3 – Bereavement Leave  
California Code, Labor Code - LAB § 1510 – Organ and Bone Marrow Donor  
Leave  
Healthy Families Act of 2014 – Paid Sick Leave Law**

Santos Manuel Student Union management, regular, emergency, and temporary employees shall, when qualified, be entitled to paid leaves of absence for medical disability, family illness, military service, jury duty, or bereavement. It shall be the responsibility of the employee's supervisor, in conjunction with the Human Resource and Risk Manager, to ensure that requests for such absences are acted upon in a fair and equitable manner, and that policy requirements are adhered to. Employees should give advance notice whenever possible.

Sick Leave:

1. Santos Manuel Student Union employees shall be eligible for paid sick leave upon completion of one month of continuous service. Accrual rate for leave shall be eight (8) hours of credit for each qualifying month of full-time service. Part-time employees shall accrue leave at the rate of two (2) hours for each forty (40) hours of service. Such leave may not be awarded prior to the day on which it is credited and shall not be granted beyond time which has been accrued. When ill, employees should notify their supervisor as soon as possible, and no later than one hour after the time scheduled to start work.
2. The Santos Manuel Student Union Human Resource Office will require the employee to submit substantiating evidence that the absence is for an authorized reason if the absence is more than three (3) consecutive work days. This may include certification by an attending physician for absences due to illness.
3. Absences chargeable to sick leave include:
  - a. Illness, injury or exposure to a contagious disease.
  - b. Self-care
  - c. Treatment or examination by a licensed medical practitioner.

d. Seek relief or serve as a witness if an employee or family member is a victim of a qualifying act of violence

ed. Illness or injury in the immediate family. Use of sick leave in this category is limited to one-half the employee's annual sick leave accrual.

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For purposes of this policy, with the exception of item (d), the term "immediate family" shall include spouse, parent, grandparent, in-law, sibling, child, designated person, registered domestic partner and child thereof, significant other, and co-habitant. The designated person is a person identified by the employee at the time the employee requests sick leave. An employee may identify a designated person every 12 months. The 12 months begin with the first identification of a designated person. Registered domestic partner is defined pursuant to California law. Any other relative residing in the employee's immediate household, except domestic employees, roomers, or roommates, is also included under the term "immediate family".

For purposes of item (d), the term "family member" shall include a child, spouse, parent, grandparent, grandchild, sibling, domestic partner, and designated person.

A qualifying act of violence includes domestic violence, sexual assault, stalking, or any act that includes bodily injury or death, brandishing a firearm or other dangerous weapon, or a perceived or actual threat to use force against another to cause physical injury or death.

#### Catastrophic Leave

The Santos Manuel Student Union Catastrophic Leave policy shall mirror the campus Catastrophic Leave policy whenever possible. A catastrophic illness or injury is one which has totally incapacitated the employee from work, typically for an extended period of time, which would be defined as more than three working days. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member.

A doctor's note must be submitted to the Santos Manuel Student Union Human Resource and Risk Manager which indicates any special circumstances which cause the illness or injury to be catastrophic. In addition, qualifications and paperwork similar to FMLA-approved leave will be required in order to request Catastrophic Leave.

All leave credits (sick leave, vacation, personal holiday, etc.) must be exhausted prior to receiving Santos Manuel Student Union Catastrophic Leave credits. In some instances, it may be possible to pre-apply and receive approval to participate in the Catastrophic Leave program. In these cases, the employee must submit a detailed plan showing proposed absence periods,

how and when all leave credits would be exhausted and the projected amount of Santos Manuel Student Union Catastrophic Leave credits that would be needed to compensate for the employee absence.

To donate Catastrophic Leave Credits: Santos Manuel Student Union full-time employees will be notified by email whenever an approved Catastrophic Leave situation arises. SMSU full-time employees may donate sick leave or vacation credits at a maximum amount of 40 hours per individual, per occurrence. Donated leave credits are not deemed donated until they have been transferred to the recipient through Payroll.

Organ and Bone Marrow Donor Leave:

The Santos Manuel Student Union provides eligible employees up to 30 business days in a 12-month period of paid leave to donate an organ to another person, and up to five business days in a 12-month period of paid leave to donate bone marrow to another person. An additional unpaid leave of up to 30 business days in a 12-month period may be granted to an employee donating an organ.

To be eligible, employees must have been employed with the SMSU for 90 days immediately preceding the commencement of leave. Written certification that the employee is a bone marrow or organ donor and that the procedure is medically necessary will be required.

Employees should request leave under this policy with as much advanced notice as practicable. During leave under this policy the SMSU will maintain coverage for employees and their family members who participate in the SMSU's health plan on the same terms as if the employees had continued to work. If applicable, employees should arrange to pay their share of health plan premiums while on leave. Use of leave under this policy will not result in the loss of any employment benefit that accrued prior to the start of the leave. Upon returning from leave under this policy, employees will typically be restored to their positions, or to equivalent positions, with equivalent pay, benefits, and other employment terms and conditions.

Bereavement and Funeral Leave:

Employees are eligible for five days of bereavement leave with pay for each death of an immediate family member. Bereavement leave must be taken within 3 months of the date of death.

For purposes of this policy, the term "immediate family" shall include spouse, parent, grandparent, in-law, sibling, child, registered domestic partner and child thereof, significant other, and co-habitant. Registered domestic partner is defined pursuant to California law. Any other relative residing in the employee's immediate household, except domestic employees, roomers, or roommates, is also included under the term "immediate family".

#### Reproductive Loss Leave

Employees are eligible for five days of reproductive loss leave with pay for a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. The leave must be completed within 3 months of the reproductive loss event. If an employee suffers more than one reproductive loss event within 12 months, the SMSU will only provide up to 20 days of paid leave.

#### Time Off for Voting

If an employee does not have sufficient time outside of regular working hours to vote in an official state-sanctioned election, the employee may take off up to 2 hours of paid leave to vote. Such time off shall be taken at the beginning or the end of the regular working shift. Under these circumstances, an employee will be allowed a maximum of two hours of time off. When possible, an employee requesting time off to vote shall give his or her supervisor at least two days' notice.

#### Military Leave:

**General leave and re-employment rights.** Any employee of Santos Manuel Student Union who is called for training or active duty in the uniformed services of the United States is eligible for military leave, provided the employee gives notice of his or her military obligations. Eligibility for military leave extends to part-time employees, but does not apply to temporary employees. However, other temporary employees returning from military service are reemployed to the extent required by law. In carrying out the terms of this policy and in all its dealings with employees regarding military leave issues, the Santos Manuel Student Union complies fully with all federal and state laws granting leave and employment rights to employees. Employees taking part in a variety of military duties are covered under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including active duty, reserve or National Guard, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. This policy also covers individuals serving in the active components of the armed forces and the National Disaster Medical System (NDMS) as well as reservists for the Federal Emergency Management Agency (FEMA) when they are deployed to disasters and emergencies on behalf of FEMA. Subject to certain exceptions under the law, these benefits are generally limited to five years of leave of absence.

**Pay and benefit procedures.** Employees with at least six months' service with the Santos Manuel Student Union are eligible for up to six months' supplemental pay and full benefits when they are absent due to a service obligation with a military reserve or National Guard unit. This supplemental pay equals the amount by which an employee's straight-time pay exceeds military pay. To qualify for benefits, employees must arrange to continue contributing their share of benefit costs.

**Unpaid leave.** Employees absent longer than six months due to a military service obligation are placed on unpaid military leave unless they have vacation leave that they choose to apply to their absence. Employees who enlist or are drafted are placed on open-ended unpaid military leave.

**Health care continuation coverage.** Employees on unpaid military leave are suspended from participation in the Santos Manuel Student Union benefit plans, but can purchase up to 24 months of continued health coverage if they opt to pay the full premium for the coverage. For more information on health care continuation rights, contact the Santos Manuel Student Union Human Resource and Risk Manager.

**Life insurance coverage.** The group term life/AD&D insurance provided by the Santos Manuel Student Union will terminate the day the employee becomes active military. Voluntary supplemental life/AD&D insurance will terminate the day the employee becomes active military. Converting to an individual policy may continue voluntary dependent life insurance coverage. To exercise this conversion option, dependents must submit a written application and the first premium payment to the insurance company within 31 days immediately following the termination of coverage.

**Time Off accrual.** Employees do not accrue vacation, personal leave or sick leave while on military leave of absence status.

Jury Duty:

Santos Manuel Student Union managerial, regular, temporary, and emergency employees who have been summoned to jury service shall be granted a leave of absence. In this case, employees must notify their supervisor of the summons, in writing, prior to commencing such service. Verification of summons will be required by the Human Resources and Risk Manager.

Parental Leave:

Parental leave is paid leave for the birth of an employee's child or the placement of a child with the employee through adoption or foster care.

- Leave is up to thirty (30) workdays per calendar year per event.
- Leave must commence within 60 days of the child's arrival.
- Leave runs concurrently with any other related leave to which an employee is entitled (i.e. CFRA, FMLA, Disability).
- Leave must be used within 12 weeks of the birth or adoption of a child.
- Employees must have at least 12 months of SMSU service to be eligible.

## **Summary of changes to SMSU Personnel Policy 715: Paid Leaves of Absence**

Amended sick leave provisions to include time off if an employee or their relative is a victim of a qualifying act of violence.

Defines "Qualifying Act of Violence".

Based on changes to FEHA.

**CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO  
SANTOS MANUEL STUDENT UNION**

**PERSONNEL POLICY**

**SUBJECT: Unpaid Leaves of Absence**

**REFERENCE: SMSU Personnel Policies Manual; SMSUPM 720  
California Family Rights Act  
Family and Medical Leave Act  
Paid Family Leave  
Fair Employment and Housing Act**

**Unpaid Leave of Absence (Non-FMLA/CFRA)**

Santos Manuel Student Union employees may be granted an unpaid leave of absence for a period of up to one (1) year. Such leaves may be approved by the Santos Manuel Student Union's appointing authority for incapacitating illness or injury, parental requirements, or other satisfactory reasons as determined by the Executive Director in conjunction with the Human Resource Manager.

A written application for leaves in this category must be submitted to the Santos Manuel Student Union Human Resource Manager. They will consult with the Executive Director who will determine whether the request will be granted and establish conditions of such a leave. If the request is granted, the employee will not earn service credit during the period of leave and may not return to pay status prior to the expiration of leave without written approval of the Executive Director.

The Santos Manuel Student Union will attempt to return the employee to their classification at the end of the leave; however, there are no guarantees.

**Family Medical Leave (CFRA/FMLA)**

The Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) are federal and state laws that allow eligible employees of covered employers to take unpaid, job-protected leave. The Santos Manuel Student Union will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in state or federal law. In certain situations, federal law requires that provisions of state law apply. In any case, employees will be eligible for the most liberal benefits available under either law.

Please contact Human Resources as soon as you become aware of the need for a family or medical leave. The following is a summary of the relevant provisions. Any differences between CFRA and FMLA are outlined below.

***Employee Eligibility - FMLA***

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

***Employee Eligibility – CFRA***

To be eligible for CFRA benefits, an employee must: (1) have worked for the Santos Manuel Student Union for a total of at least 12 months; and (2) have worked at least 1,250 hours over the previous 12 months.

***Leave Available - FMLA***

Eligible employees may receive up to a total of 12 workweeks of unpaid leave during a 12-month period. A 12-month period begins on the date of an employee's first use of the leave. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. Leave may be used for one or more of the following reasons: (1) for the birth or placement of a child for adoption or foster care; (2) to care for a covered family member (spouse, minor or dependent child, or parent) with a serious health condition; (3) the employee is unable to work because of his or her own serious health condition (including pregnancy); (4) a qualifying military exigency related to the covered active duty or call to covered active duty of an employee's spouse, child (of any age), or parent who is a member of the United States Armed Forces; or (5) to care for a member who is a current servicemember or veteran with a serious illness or injury.

***Leave Available - CFRA***

Eligible employees may receive up to a total of 12 workweeks of unpaid leave during a 12-month period. A 12-month period begins on the date of an employee's first use of the leave. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. Leave may be used for one or more of the following reasons: (1) for the birth or placement of a child for adoption or foster care; (2) to care for a covered family member (spouse, registered domestic partner, child of any age, child of domestic partner, parent, parent-in-law, sibling, grandparent, grandchild, or designated person) with a serious health condition; (3) the employee is unable to work because of his or her own serious health condition (excluding pregnancy); (4) a qualifying military exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child (of any age), or parent who is a member of the United States Armed Forces, as specified in Section 3302.2 of the Unemployment Insurance Code.

Designated Person is defined as any individual related 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.

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

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

Certain restrictions on these benefits may apply.

#### ***FMLA/CFRA Use***

In circumstances where a leave qualifies for both FMLA and CFRA, the leave will run concurrently for a total of 12 weeks. It is possible that an employee could qualify for 12 weeks of CFRA and then qualify for 12 weeks of FMLA due to the differences in reasons for leave or covered family members.

#### ***Notice and Certification***

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

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

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

#### ***Compensation during Leave***

FMLA and CFRA are unpaid. The Santos Manuel Student Union may require an employee to use accrued paid leave such as vacation to cover some or all of the family and medical leave. The use of paid time-off will not extend the length of the leave to which you are otherwise entitled.

#### ***Benefits during Leave***

The Santos Manuel Student Union will continue to pay its share of your group health insurance premiums for an employee on family and medical leave for up to a maximum of 12 workweeks if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. The Santos Manuel Student Union may recover premiums it

paid to maintain health coverage for an employee who fails to return to work following family and medical leave.

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

#### ***Job Reinstatement***

Under most circumstances, upon return from family and medical leave, an employee will be reinstated to his or her previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee returning from a family and medical leave has no greater right to reinstatement than if the employee had been employed continuously rather than on leave. For example, if an employee on family and medical leave would have been laid off had leave not been taken, or if an employee's position is eliminated during the leave, the employee would not be entitled to reinstatement. An employee's use of family and medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using family and medical leave.

#### ***Unlawful Acts***

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

#### **Disability Insurance (DI) and Paid Family Leave (PFL)**

Disability Insurance (DI) and Paid Family Leave (PFL) provide wage replacement benefits; they do not provide job protection. DI provides up to 52 weeks of paid benefits when an employee is unable to work and has a wage loss due to their own non-work-related illness, injury, pregnancy or childbirth. PFL provides up to eight weeks of pay when an employee has a wage loss due to taking time off work to care for a seriously ill family member, bond with a new child, or to participate in a qualifying event because of a family member's military deployment to a foreign county. **The law does not create a new right to a leave of absence**, but rather provides pay for the time an employee is off work for a covered reason. DI and PFL runs concurrently with FMLA leave and CFRA leave, California's FMLA counterpart. There is no guarantee of reinstatement after taking Paid Family Leave. For more information, contact Human Resources or visit [www.edd.ca.gov](http://www.edd.ca.gov).

### Pregnancy Disability Leave

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

### ***Leave Available***

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

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

### ***Notice and Certification Requirements***

Employees requesting to take pregnancy disability leave must provide the Santos Manuel Student Union with a certification from a health-care provider.

### ***Compensation during Leave***

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

### ***Benefits during Leave***

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

Employees on pregnancy disability leave who do not receive continued paid coverage, or whose paid coverage ceases after 12 workweeks, may continue their group health insurance coverage through the Santos Manuel Student Union in conjunction with federal COBRA guidelines, if applicable, by making monthly payments to the Santos Manuel Student Union for the amount

of the relevant premium. Employees should contact their supervisor or the Administrative Office for further information.

#### ***Reinstatement***

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

#### ***Workers' Compensation Disability Leave***

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

#### ***Notice and Certification Requirements***

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

#### ***Compensation during Leave***

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

#### ***Benefits during Leave***

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

and medical leave laws, employees on workers' compensation disability leave will receive continued coverage on the same basis as employees taking other leaves.

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

#### ***Reinstatement***

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

#### **Time Off for Child's School Activities**

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

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

#### **School Leave (Suspension)**

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

#### Time Off for Adult Literacy Programs

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

The Santos Manuel Student Union will also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs. The Santos Manuel Student Union will take reasonable steps to safeguard the privacy of any employee who identifies himself or herself as an individual with a literacy problem. An employee who wishes to identify himself or herself as such an individual can contact management directly. Further, individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

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

#### Volunteer Firefighters, Emergency Rescue Personnel, and Reserve Peace Officers

No employee shall receive discipline for taking time off to perform emergency duty as a volunteer firefighter, or other legally eligible emergency rescue personnel or reserve peace officers. Employees who serve as a volunteer firefighter may take up to 14 days of leave per calendar year for the purpose of engaging in fire or law enforcement training. Please alert your supervisor so that they are aware of the fact that you may have to take time off for emergency duty. If you need to take time off for emergency duty, please inform your supervisor before doing so where possible. Time off for such duty is unpaid.

#### Time Off for Victims of ~~Sexual Assault or Domestic Violence~~ a Qualifying Act of Violence

The Santos Manuel Student Union will not discriminate against or discharge employees who are victims of ~~crime~~ a Qualifying Act of Violence or have family members that are victims if they take time off for the following:

1. To seek any relief for the family member, including a temporary restraining order or other injunctive relief to help ensure the health, safety, or welfare of the family member of the victim.
2. To assist a family member to seek medical attention for or to recover from injuries caused by a qualifying act of violence.
3. To assist a family member to seek services from a domestic violence program, rape crisis center, or victim services organization as a result of a qualifying act of violence.
4. To assist a family member to seek psychological counseling or mental health services related to an experience of a qualifying act of violence.

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5. To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.
6. To secure 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 childcare.
7. To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.
8. To assist a family member to seek civil or criminal legal services in relation to the qualifying act of violence.
9. To prepare for, or attend, any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.
10. To seek or provide childcare or care to a care-dependent adult if the care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

A qualifying act of violence refers to any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime.

1. Domestic violence
2. Sexual assault
3. Stalking
4. An act, conduct, or pattern of conduct that includes:
  - a. An individual causing bodily injury or death to another
  - b. An individual exhibiting, drawing, brandishing, or using a firearm or other dangerous weapon, with respect to another
  - c. An individual using or making a reasonably perceived or actual threat of use of force against another to cause physical injury or death

For purposes of this policy, "family member" is defined as a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner, or a designated person.

Employees are required to provide reasonable advance notice of the employee's intention to take time off, unless advance notice is not feasible. When an unscheduled absence occurs, the SMSU will not take any action against the employee if the employee provides a certification to the employer within a reasonable time after the absence. Such a certification can be in any of the following forms: a police report indicating that the employee or a family member of the employee was a victim; a court order protecting or separating the employee or a family member of the employee from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that the employee or a family member of the employee 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 a family member of the employee was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; any

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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 the purpose of the absence.

Leave will run concurrently with CFRA or FMLA if applicable.

The SMSU will provide reasonable accommodations for the safety of the employee while at work to include an employee who is a victim or whose family member is a victim of a qualifying act of violence. Such reasonable accommodations may include "the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, permission to carry telephone at work, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, stalking, or another qualifying act of violence that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other qualifying act of violence, or referral to a victim assistance organization." The SMSU will engage in a timely interactive process with the employee to determine effective reasonable accommodations, and must consider an exigent circumstance or danger facing the employee or their family member in determining the reasonableness of the request. The SMSU is not required to provide an accommodation that would constitute an undue hardship on its operations, including an accommodation that would violate the SMSU's duty to furnish and maintain a place of employment that is safe and healthful for all employees.

The SMSU will maintain the confidentiality of employees seeking to exercise these rights.

to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. The Santos Manuel Student Union will not discriminate against employees who are victims of domestic violence or sexual assault for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of a domestic violence or sexual assault victim or his or her child. Such time off is unpaid and certification of sexual assault will be required for time off to be granted.

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

Affected employees must give the Santos Manuel Student Union reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency

~~court appearances or other emergency circumstances. In such a case, the Santos Manuel Student Union will take no action against affected employees if, within a reasonable time after the appearance, they provide the Santos Manuel Student Union with documentary evidence that their absence was required for any of the above reasons. Affected employees may use vacation, personal leave or other accrued time off (if available).~~

#### Time Off for Victims of Violent Crimes

~~Employees who are victims or related to victims of a violent felony (defined in Penal Code § 667.5(c)), a serious felony (as defined in Penal Code § 1192.7(c)), or a felony statute prohibiting theft or embezzlement, may take unpaid time off from work to attend judicial proceedings related to the crime. "Related to" means the employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, registered domestic partner, or the child of a registered domestic partner. The employee must give the Santos Manuel Student Union a copy of a notice in advance of each scheduled proceeding. If it is impossible to do so, the employee must give the Santos Manuel Student Union such notice within a reasonable time after the proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the office of the victim's advocate. An employee may use vacation time, personal leave time, or sick leave for the purpose of attending the proceeding. The Santos Manuel Student Union shall keep confidential all records pertaining to this time off.~~

#### Lactation Accommodation

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

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

#### Civil Air Patrol Leave

Employees responding to an emergency operational mission of the California Wing of the Civil Air Patrol may take 10 days per calendar year of unpaid Civil Air Patrol leave.

#### Military Spouse Leave

Employees who work more than 20 hours per week may take up to a 10-day unpaid leave of absence. Employees must provide notice that their spouse will be on leave from deployment.

Effective 10.02.2024  
Updated: 10.02.2024  
Supersedes: 05.01.2024  
Unpaid Leaves of Absence  
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#### Military and Reserve Duty Leave

An employee who is a member of the reserve corps of the US Armed Forces, the National Guard, or the National Militia may take an unpaid leave of up to 17 days per year while engaged in military duty.

## **Summary of changes to SMSU Personnel Policy 720: Unpaid Leaves of Absence**

Updated “Time Off for Victims of Sexual Assault” section to “Time Off for Victims of a Qualifying Act of Violence”.

Provides covered activities for time off.

Defines “Qualifying Act of Violence”.

Explains notice and documentation requirements.

Explains relation to CFRA and FMLA.

Explains interactive accommodation process.

Based on changes to FEHA.

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO  
SANTOS MANUEL STUDENT UNION

PERSONNEL POLICY

**SUBJECT:** Unlawful Harassment Policy  
Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation

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**REFERENCE:** SMSU Personnel Policies Manual; SMSUPM 935  
CSU Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation (Nondiscrimination Policy)  
Title VI and Title VII of the Civil Rights Act of 1964  
Title IX of the Education Amendments of 1972  
The California Equity in Higher Education Act  
The Violence Against Women Reauthorization Act of 2013  
Section 504 of the Rehabilitation Act of 1973  
Title II of the Americans with Disabilities Act of 1990  
The Age Discrimination Act of 1975

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POLICY

The Santos Manuel Student Union must take all reasonable steps to prevent unlawful harassment from occurring. In addition to prohibiting other forms of unlawful discrimination, the Santos Manuel Student Union maintains a strict policy prohibiting harassment because of gender, gender identity, gender expression, genetic characteristics or information, sex, race, color, national origin, ancestry, religion, creed, physical or mental disability, cancer-related medical condition, marital status, veteran status, sexual orientation, age, and any other basis protected by applicable federal, state or local law. All such harassment is prohibited. The Santos Manuel Student Union's anti-harassment policy applies to all employees and independent contractors involved in the operations of the Santos Manuel Student Union and prohibits harassment by any Santos Manuel Student Union employee, including supervisors and co-workers, or independent contractors. The Santos Manuel Student Union's anti-harassment policy also protects employees from harassment by clients, vendors, or others doing business with the Santos Manuel Student Union. If harassment occurs on the job by someone not employed by the Santos Manuel Student Union, the procedures in this policy should be followed as if the harasser were an employee of the Santos Manuel Student Union.

The Santos Manuel Student Union prohibits the following conduct.

1. Discrimination based on any Protected Status: i.e., Age, Disability (physical and mental), Gender (or sex, including sex stereotyping), Gender Identity (including transgender),

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Gender Expression, Genetic Information, Marital Status, Medical Condition, Nationality, Race (inclusive of traits associated with race, including but not limited to hair texture and protective hairstyles i.e. braids, locs, and twists) or Ethnicity (including color, caste, or ancestry), Religion (or religious creed), Sexual Orientation, and Veteran or Military Status.

2. Harassment based on any Protected Status.
3. Sexual Harassment, including hostile environment and *quid pro quo* ("this for that").
4. Dating Violence, Domestic Violence, Sexual Exploitation and Stalking.
5. Sexual Misconduct.
6. Prohibited Consensual Relationships.
7. Retaliation for exercising rights under this Nondiscrimination Policy, opposing conduct that a person believes in good faith is Discrimination or Harassment because of a Protected Status, or for participating, in any manner, in any related investigation or proceeding.

#### Reporting Sexual and Other Forms of Harassment

If you feel you have been harassed, inform the Human Resource and Risk Manager immediately in writing or verbally.

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

#### False Claims of Harassment

Any employee who makes a false claim of harassment will be disciplined according to Santos Manuel Student Union policy.

#### Prohibition Against and Duty to Disclose Romantic Relationships

The Santos Manuel Student Union recognizes that employees may develop romantic or sexual relationships in the course of their employment. However, in an effort to prevent supervisory problems, favoritism, the possibility of compromising confidential information and/or trade secrets, morale problems, disputes or misunderstandings, and potential sexual harassment claims, supervisors are strongly discouraged from dating or engaging in romantic or sexual relationships with subordinate employees.

However, in the event such a relationship is undertaken, the parties are required to disclose to the Executive Director that such a relationship exists. Based on the sole discretion of the Santos Manuel Student Union, both parties may be given the opportunity to sign and acknowledgment that the relationship is voluntary and consensual. In that case, both parties

will also be required to disclose to the Executive Director when the relationship is no longer voluntary and consensual. In the event that such a relationship exists or existed, and such disclosures have not been made, the relationship will be presumed to have been voluntary and consensual. All employees acknowledge these requirements and the presumption by signing the Annual Acknowledgment and Receipt of this Handbook. Co-workers are also discouraged from dating or pursuing romantic or sexual relationships with each other.

The Santos Manuel Student Union, in its sole discretion, will determine whether any romantic or sexual relationship between a manager and a subordinate, or between co-workers, interferes with job performance and/or the business interests of the Santos Manuel Student Union and will attempt to resolve the situation, including but not limited to, providing one of the employees with a transfer to another position for which he or she is qualified if it is possible and consistent with good business practices. However, the Santos Manuel Student Union may take whatever steps will protect its business interests, including but not limited to, terminating the employees involved.

Romantic or sexual relationships are prohibited between staff and student employees or students not employed with the SMSU.

Employee's Duty to Disclose Benefits Received

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

Liability for Sexual or Other Harassment

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

Additional Enforcement Information

In addition to the Santos Manuel Student Union's internal complaint procedures regarding harassment, discrimination, and retaliation, employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair

Employment and Housing (DFEH) also investigate and prosecute such complaints. The EEOC can be reached toll-free at 1-800-669-4000 and the DFEH at 1-800-884-1684.

For more information, contact ~~the Administrative Office, SMSU 222, of the Santos Manuel Student Union.~~Human Resources.

### Sexual Harassment

~~The law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.~~

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

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

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

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

~~Similarly to sexual harassment, national origin, race and other forms of harassment can occur through verbal, physical or other activity directed at employees in protected categories. It can occur when co-workers and/or supervisors use slurs or epithets referring, for example, to the national origin, or race, or sexual orientation of an employee. Or it may occur through other kinds of activity, such as placing graphic images negatively connected to the race of an employee on or near the employee's desk, locker or work location. **All such activity is strictly**~~

~~prohibited under the Santos Manuel Student Union's unlawful harassment policy. If any employee is uncertain as to what conduct is prohibited under this policy, he or she should contact the Executive Director immediately.~~

#### Anti-Retaliation Policy

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

#### Examples of Opposition

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

#### No Retaliation

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

### **Complaint Procedures for Retaliation**

The Santos Manuel Student Union's Complaint Procedure provides for an immediate, thorough and objective investigation of any claim of unlawful retaliation because of opposition to alleged discrimination or participation in a proceeding regarding alleged employment discrimination. If you believe that you have been retaliated against because of your opposition to an employment practice you reasonably believe to be discriminatory or because of your participation in a hearing or proceeding regarding alleged unlawful discrimination, you should file a complaint as outlined in the SMSU Complaint Procedure.

#### **PROCEDURES**

Step 1: The employee initiating the complaint shall present a complaint in writing to his/her immediate supervisor within 5 working days of when the subject of the complaint is known. Discussion shall be informal for the purpose of resolving the matter in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the employee within 5 working days from the date the complaint was presented.

Step 2: If the complaint is not settled in the first step, the employee shall, within 5 working days, forward the written complaint to the Human Resource and Risk Manager. The Human Resource and Risk Manager shall, within 5 working days, meet with the employee to determine the facts of the case. The Human Resource and Risk Manager, in conjunction with the Executive Director, shall make a decision and notify the employee of their decision, in writing, within 5 working days following the date of the meeting, unless such time is mutually extended in writing.

Step 3: If the complaint is not settled at Step 2, the employee shall, within 5 working days, forward the written complaint to the Associate Vice President for Student Affairs/Dean of Students (AVP/DOS). The AVP/DOS shall meet with the employee within 10 working days after the receipt of the complaint, unless such time is mutually extended in writing. The AVP/DOS shall ascertain the facts and forward any recommendations to the SMSU Board of Directors within 5 working days after the meeting, unless this period is extended in writing by mutual agreement. The SMSU Board of Directors shall have 7 working days to consult with any parties involved and render a decision in writing to the employee, unless this period is extended in writing by mutual agreement.

The decision of the SMSU Board of Directors at Step 3 shall be final and binding on the parties, without further right to appeal.

Any complaint presented shall be on the proper SMSU complaint form (Attachment A) and must be dated and signed by the employee who presents it. Any decision rendered shall be provided in writing to the employee and shall be dated and signed by the SMSU representative

at that step.

A complaint not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the SMSU's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step, unless an extension has been mutually agreed upon by both parties.

An employee shall not be subjected to reprisal or retaliation for utilizing this complaint process.

## **DEFINITIONS**

Prohibited Conduct Defined:

This Nondiscrimination Policy prohibits Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation as described below.

### 1. Discrimination

Discrimination is (an) Adverse Action(s) against a Complainant because of their Protected Status.

- a. Adverse Action means an action engaged in by the Respondent that has a substantial and material adverse effect on the Complainant's ability to participate in a university program, activity, or employment. Minor or trivial actions or conduct not reasonably likely to do more than anger or upset a Complainant does not constitute an Adverse Action.  
An adverse employment action is any conduct or employment action that is reasonably likely to impair an employee's job performance or prospects for advancement or promotion.
- b. If Adverse Action is taken because of a Complainant's Protected Status, that means that the Complainant's Protected Status is a substantial motivating reason (but not necessarily the only reason) for the Adverse Action.
- c. An allegation that an Employee is receiving unequal pay because of their Protected Status (for example, under the California Equal Pay Act) constitutes a Discrimination Complaint under this Nondiscrimination Policy.

### 2. Harassment

Harassment means unwelcome verbal, nonverbal or physical conduct engaged in because of an individual Complainant's Protected Status.

If a Complainant is harassed because of their Protected Status, that means that the Complainant's Protected Status is a substantial motivating reason (but not necessarily the only reason) for the conduct.

Harassment may occur when:

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a. Submitting to, or rejecting, the verbal, nonverbal or physical conduct is explicitly or implicitly a basis for:

1. Decisions that adversely affect or threaten employment, or which are being presented as a term or condition of the Complainant's employment; or
2. Decisions that affect or threaten the Complainant's academic status or progress, or access to benefits and services, honors, programs, or activities available at or through the university.

OR

b. The conduct is sufficiently severe or pervasive so that its effect, whether intended or not, could be considered by a reasonable person under similar circumstances and with similar identities, and is in fact considered by the Complainant as creating an intimidating, hostile or offensive work or educational environment that denies or substantially limits an individual's ability to participate in or benefit from employment and/or educational, services, activities, or other privileges provided by the SMSU.

Harassment includes, but is not limited to, verbal harassment (e.g., epithets, derogatory comments, or slurs), physical harassment (e.g., assault, impeding or blocking movement, or any physical interference with normal work or movement), and visual forms of harassment (e.g., derogatory posters, cartoons, drawings, symbols, or gestures.). Single, isolated incidents will typically be insufficient to rise to the level of harassment.

### 3. Sexual Misconduct

All sexual activity between members of the SMSU and CSU community must be based on Affirmative Consent. Engaging in any sexual activity without first obtaining Affirmative Consent to the specific activity is Sexual Misconduct, whether or not the conduct violates any civil or criminal law.

a. Sexual activity includes, but is not limited to:

1. kissing,
2. touching intimate body parts
3. fondling,
4. intercourse,
5. penetration, no matter how slight, of the vagina or anus with any part or object,
6. oral copulation of a sex organ by another person.

b. Sexual Misconduct includes, but is not limited to, the following conduct:

1. an attempt, coupled with the ability, to commit a violent injury on the person of another because of that person's Gender or Sex,
2. the intentional touching of another person's intimate body parts without Affirmative Consent,

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3. intentionally causing a person to touch the intimate body parts of another without Affirmative Consent,
  4. using a person's own intimate body part to intentionally touch another person's body without Affirmative Consent,
  5. any unwelcome physical sexual acts, such as unwelcome sexual touching,
  6. using physical force, violence, threat, or intimidation to engage in sexual activity,
  7. ignoring the objections of the other person to engage in sexual activity,
  8. causing the other person's incapacitation through the use of drugs or alcohol to engage in sexual activity,
  9. taking advantage of the other person's incapacitation to engage in sexual activity.
- c. Intimate body part means the sexual organ, anus, groin, buttocks, or breasts of any person.
- d. Sexual activity between a Minor (a person younger than 18 years old) and a person who is at least 18 and two years older than the Minor always constitutes Sexual Misconduct, even if there is Affirmative Consent to all sexual activity. The existence of Affirmative Consent and/or the type of sexual activity may be relevant to the determination of an appropriate Sanction.
- e. Persons of all Genders, Gender Identities, Gender Expressions, and Sexual Orientations can be victims of these forms of Sexual Misconduct. Sexual Misconduct can be committed by an individual known to the victim including a person the Complainant may have just met, i.e., at a party, introduced through a friend, or on a social networking website.
- f. Affirmative Consent  
Affirmative Consent must be voluntary, and given without coercion, force, threats, or intimidation.  
It is the responsibility of each person involved in the sexual activity to ensure Affirmative Consent has been obtained from the other participant(s) prior to engaging in the sexual activity.  
Affirmative Consent means an agreement to engage in sexual activity that is:
1. Informed,
  2. Affirmative,
  3. Conscious,
  4. Voluntary, and
  5. Mutual.
  6. Lack of protest or resistance does not mean there is Affirmative Consent.
  7. Silence does not mean there is Affirmative Consent.
  8. The existence of a dating or social relationship between those involved, or the fact of past sexual activities between them, should never by itself be assumed to be an indicator of Affirmative Consent.

9. A request for someone to use a condom or birth control does not, in and of itself, mean there is Affirmative Consent.

10. Affirmative Consent can be withdrawn or revoked. Consent must be ongoing throughout a sexual activity and can be revoked at any time, including after sexual activity begins. Once consent is withdrawn or revoked, the sexual activity must stop immediately. Consent to one form of sexual activity (or one sexual act) does not constitute consent to other forms of sexual activity. Consent given to sexual activity on one occasion does not constitute consent on another occasion.

g. Incapacitation

Affirmative Consent cannot be given by a person who is incapacitated. A person is unable to consent when asleep, unconscious, or incapacitated due to the influence of drugs, alcohol, or medication so that the person could not understand the fact, nature, or extent of the sexual activity. A person is incapacitated if the person lacks the physical and/or mental ability to make informed, rational decisions. A person with a medical or mental disability may also lack the capacity to give consent.

Whether an intoxicated person (as a result of using alcohol or other drugs) is incapacitated depends on the extent to which the alcohol or other drugs impact the person's decision-making ability, awareness of consequences, and ability to make informed judgments. A person's own intoxication or incapacitation from drugs or alcohol does not diminish that person's responsibility to obtain Affirmative Consent before engaging in sexual activity.

Sexual activity with a minor (a person under 18 years old) is not consensual, because a minor is considered incapable of giving consent due to age.

It shall not be a valid excuse that a person affirmatively consented to the sexual activity if the Respondent knew or reasonably should have known that the person was unable to consent to the sexual activity under any of the following circumstances:

1. The person was asleep or unconscious
2. The person was incapacitated due to the influence of drugs, alcohol, or medication, so that the person could not understand the fact, nature, or extent of the sexual activity
3. The person could not understand the fact, nature, or extent of the sexual activity, or was unable to communicate, due to a mental or physical condition

h. It shall not be a valid excuse that the Respondent believed that the person consented to the sexual activity under either of the following circumstances:

1. The Respondent's belief in Affirmative Consent arose from the intoxication or recklessness of the Respondent;

2. The Respondent did not take reasonable steps, in the circumstances known to the Respondent at the time, to ascertain whether the person affirmatively consented.

#### 4. Sexual Harassment

Sexual Harassment means unwelcome verbal, nonverbal or physical conduct of a sexual nature that includes, but is not limited to, sexual advances, requests for sexual favors, offering employment benefits or giving preferential treatment in exchange for sexual favors, or indecent exposure, and any other conduct of a sexual nature where:

- a. Submission to, or rejection of, the conduct is explicitly or implicitly used as the basis for any decision affecting a Complainant's academic status or progress, or access to benefits and services, honors, programs, or activities available at or through the university; or
- b. Submission to, or rejection of, the conduct by the Complainant is explicitly or implicitly used as the basis for any decision affecting a term or condition of the Complainant's employment, or an employment decision; or
- c. The conduct is sufficiently severe, persistent, or pervasive that its effect, whether or not intended, could be considered by a reasonable person in the shoes of the Complainant, and is in fact considered by the Complainant, as limiting their ability to participate in or benefit from the services, activities or opportunities offered by the university; or
- d. The conduct is sufficiently severe, persistent, or pervasive that its effect, whether or not intended, could be considered by a reasonable person in the shoes of the Complainant, and is in fact considered by the Complainant, as creating an intimidating, hostile or offensive environment.

Sexual Harassment could include being forced to engage in unwanted sexual contact as a condition of membership in a student organization or in exchange for a raise or promotion; being subjected to video exploitation or a campaign of sexually explicit graffiti; or frequently being exposed to unwanted images of a sexual nature in a work environment, or in a classroom where the images are unrelated to the coursework.

Claiming that the conduct was not motivated by sexual desire is not a defense to a complaint of Sexual Harassment.

Sexual and/or romantic relationships between members of the campus community may begin as consensual, and may develop into situations that lead to Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating or Domestic Violence, or Stalking subject to this Nondiscrimination Policy.

#### 5. Sexual Exploitation

Sexual Exploitation means a person taking sexual advantage of another person for the benefit of anyone other than that person without that person's consent, including, but not limited to, any of the following acts:

- a. The prostituting of another person.

- b. The trafficking of another person, defined as the inducement of a person to perform a commercial sex act, or labor of services, through force, fraud, or coercion.
- c. The recording of images, including video or photograph, or audio of another person's sexual activity or intimate parts, without that person's consent.
- d. The distribution of images, including video or photographs, or audio of another person's sexual activity or intimate parts, if the individual distributing the images or audio knows or should have known that the person depicted in the images or audio did not consent to the disclosure.
- e. The viewing of another person's sexual activity or intimate parts, in a place where that other person would have a reasonable expectation of privacy, without that person's consent, for the purpose of arousing or gratifying sexual desire.

6. Dating Violence and Domestic Violence

Dating Violence means physical violence or threat of physical violence committed by a person—

- a. who is or has been in a social relationship of a romantic or intimate nature with the Complainant; and
- b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - I. The length of the relationship.
  - II. The type of relationship.
  - III. The frequency of interaction between the persons involved in the relationship.

Domestic Violence means physical violence or threat of physical violence committed by a current or former spouse or intimate partner of the Complainant, by a person with whom the Complainant shares a child in common, by a person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, or by a person similarly situated to a spouse of the Complainant.

Physical violence means physical conduct that intentionally or recklessly threatens the health and safety of the recipient of the behavior, including assault.

7. Stalking

Stalking means engaging in a Course of Conduct directed at a specific person that would cause a reasonable person to fear for the safety of self or others' safety or to suffer Substantial Emotional Distress. For purposes of this definition:

- a. Course of Conduct means two or more acts, including but not limited to, acts in which one party directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or

communicates to or about the other party, or interferes with the other party's property.

- b. Substantial Emotional Distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

8. 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.

9. Retaliation

Retaliation means that a substantial motivating reason for an Adverse Action taken against a person was because the person has or is believed to have:

- a. Exercised their rights under this Nondiscrimination Policy.
- b. Reported or opposed conduct which was reasonably and in good faith believed to be in violation of this Nondiscrimination Policy.
- c. Assisted or participated in an investigation/proceeding under this Nondiscrimination Policy, regardless of whether the Complaint was substantiated.
- d. Assisted someone in reporting or opposing a violation of this Nondiscrimination Policy or assisted someone in reporting or opposing Retaliation under this Nondiscrimination Policy.

Adverse Action means an action engaged in by the Respondent that has a substantial and material adverse effect on the Complainant's ability to participate in a university program, activity, or employment. Minor or trivial actions or conduct not reasonably likely to do more than anger or upset a Complainant does not constitute an Adverse Action.  
Retaliation may occur whether or not there is a power or authority differential between the individuals involved.

**ATTACHMENT A**

**Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation Complaint Form**

**COMPLAINANT INFORMATION**

**NAME:**

**DEPARTMENT:**

**IMMEDIATE SUPERVISOR:**

**Please describe the conduct that you believe violates the SMSU's Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation. In your narrative, describe: (1) What happened to you; (2) Why you believe you are being discriminated, harassed, or retaliated against, including the reason or evidence you have to support your belief, (attach additional pages if needed).**

**PERSON(S) ALLEGED TO HAVE VIOLATED THE POLICY**

**Person #1 - Name:**

**Department:**

**Person #2 - Name:**

**Department:**

**Person #3 - Name:**

**Department:**

PERSON(S) WITH INFORMATION/KNOWLEDGE OF THE ALLEGED INCIDENTS

Witness #1 Name:

Department:

Witness #2 Name:

Department:

Witness #3 Name:

Department:

HAVE YOU COMPLAINED TO ANYONE AT NAME OF ORGANIZATION ABOUT THIS MATTER?

If yes, explain the situation. When did you complain, to whom, and what was the result? (You may attach additional pages if necessary).

Please submit to the Santos Manuel Student Union Human Resource and Risk Manager.

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## **Summary of changes to SMSU Personnel Policy 935: Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation**

Expanded previous “Unlawful Harassment Policy” to “Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation” and includes the following:

- Added gender expression to list of protected classes
- Details prohibited conduct
- Adds prohibition of romantic or sexual relationships between staff and students to mirror CSUSB policy
- Moved definitions harassment from policy to definition.
- Added complaint procedure.

Updates requested to streamline policies.

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO  
SANTOS MANUEL STUDENT UNION

PERSONNEL POLICY

~~Delete - Not a policy and incorporated into SMSUPM 935 - Policy Prohibiting Discrimination, Harassment, Sexual Misconduct, Sexual Exploitation, Dating Violence, Domestic Violence, Stalking, and Retaliation~~

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~~SUBJECT: Complaint Procedure~~

~~REFERENCE: SMSU Personnel Policies Manual, SMSUPM 1145~~

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~~POLICY: Employees of the Santos Manuel Student Union (SMSU) are encouraged to bring their complaints about work-related situations to the attention of management. Employees will be provided with an opportunity to present their complaints and appeal decisions by management through a formal complaint procedure. All complaints will be resolved promptly.~~

- ~~1. A complaint may be defined as an employee's expressed feeling of dissatisfaction concerning conditions of employment or treatment by management, supervisors or other employees. Examples of such actions which may be causes complaints include, but are not limited to:-~~
  - ~~a. Application of SMSU policies, practices, rules, regulations and procedures believed to be to the detriment of an employee;~~
  - ~~b. Treatment considered unfair by an employee, such as coercion, reprisal, harassment or intimidation;~~
  - ~~c. Alleged discrimination because of race, color, gender, age, religion, disability, national origin, military reserve or veteran status, marital status, or any other non-merit factor; and~~
  - ~~d. Improper or unfair administration of employee benefits or conditions of employment such as vacations, fringe benefits, promotions, retirement, holidays, performance review, salary or service.~~
- ~~2. Supervisors are responsible for ensuring that the complaint is fully processed. No employee will be penalized for using the SMSU's complaint procedure.~~

~~3. Any complaint filed shall follow the procedure outlined below, except complaints involving the immediate supervisor which allege discrimination, harassment or retaliation which must be filed at step 2 or 3.~~

~~-~~  
**Step 1:** The employee initiating the complaint shall present a complaint in writing to his/her immediate supervisor within 5 working days of when the subject of the complaint is known. Discussion shall be informal for the purpose of resolving the matter in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the employee within 5 working days from the date the complaint was presented.  
~~-~~

**Step 2:** If the complaint is not settled in the first step, the employee shall, within 5 working days, forward the written complaint to the SMSU Executive Director. The Executive Director shall, within 5 working days, meet with the employee to determine the facts of the case. The Executive Director shall notify the employee of his/her decision, in writing, within 5 working days following the date of the meeting, unless such time is mutually extended in writing.  
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**Step 3:** If the complaint is not settled at Step 2, the employee shall, within 5 working days, forward the written complaint to the Assistant Vice President for Student Affairs/Student Development (AVPSAD). The AVPSAD shall meet with the employee within 10 working days after the receipt of the complaint, unless such time is mutually extended in writing. The AVPSAD shall ascertain the facts and forward any recommendations to the SMSU Board of Directors within 5 working days after the meeting, unless this period is extended in writing by mutual agreement. The SMSU Board of Directors shall have 7 working days to consult with any parties involved and render a decision in writing to the employee, unless this period is extended in writing by mutual agreement.  
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~~4. The decision of the SMSU Board of Directors at Step 3 shall be final and binding on the parties, without further right to appeal.~~

~~5. A complaint must be brought forward as soon as it might reasonably be known to exist. In the event a complaint arises, the employee must submit it to his/her supervisor within 5 working days.~~

~~6. The time limit at any stage of the complaint procedure may be extended by written mutual agreement of the parties involved in that step.~~

~~7. Any complaint presented shall be on the proper SMSU complaint form and must be dated and signed by the employee who presents it. Any decision rendered shall be provided in writing to the employee and shall be dated and signed by the SMSU representative at that step.~~

~~8. When a complaint is presented, the SMSU representative shall provide a dated and signed receipt for the complaint at that particular step.~~

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~~9. A complaint not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the SMSU's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step, unless an extension has been mutually agreed upon by both parties.~~

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~~10. When a complaint is reduced to writing there shall be set forth:~~

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- ~~a. A complete statement of the complaint and facts upon which it is based;~~
- ~~b. The section or sections of SMSU policy claimed to have been violated; and~~
- ~~c. The remedy or correction requested.~~

-

~~11. An employee shall not be subjected to reprisal or retaliation for utilizing this complaint process.~~

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~~Approved SMSUBOD 11-29-07  
SMSUPM 1145~~

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~~SANTOS MANUEL STUDENT UNION—  
CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO~~

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#### ~~Complaint Procedure Form~~

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~~Provide a complete statement of your complaint, including the facts upon which the complaint is based, including dates and times. Please be as specific as possible:~~

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-  
~~Provide the section or sections of SMSU policy which you claim have been violated (if applicable):-~~

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-  
-

~~Provide the remedy or correction that is being requested:-~~

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-  
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\_\_\_\_\_  
\_\_\_\_\_  
Signature Date-

-

\_\_\_\_\_  
\_\_\_\_\_  
Name-

-  
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~~Complaints must be submitted to the employee's supervisor within 5 working days of the date the complaint arises. Please add additional page(s) if needed.~~