

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO

SANTOS MANUEL STUDENT UNION

PERSONNEL POLICIES MANUAL

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**SANTOS MANUEL STUDENT UNION OF CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
PERSONNEL POLICIES MANUAL**

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

PERSONNEL POLICY

SUBJECT: Definitions and Employment Classifications

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 100

APPOINTING AUTHORITY: Power to hire, rehire, terminate, or order change in employment status of Santos Manuel Student Union employees resides with the Santos Manuel Student Union Executive Director.

MANAGERIAL EMPLOYEES: Includes staff who are hired to positions requiring the development and execution of policy. Managerial positions are benefited and may be subject to a competitive hiring process.

REGULAR EMPLOYEES: Includes full-time and part-time staff members employed by the Santos Manuel Student Union. Regular employee positions are benefited and may be subject to a competitive hiring process.

TEMPORARY EMPLOYEES: Includes full-time and part-time staff members employed on a short-term basis to fill an anticipated specific need for the organization. Temporary employee positions may or may not be benefited and may or may not be subject to a competitive hiring process. Benefits required by law will be provided. Temporary employee employment will be finite in nature, and all temporary employment offers will include an end date that coincides with the project timeline. These positions are temporary in nature and will cease to exist at the completion of the project.

EMERGENCY EMPLOYEES: Includes full-time and part-time staff members appointed to a position, usually not to exceed 180 calendar days. These positions may or may not be benefited. Benefits required by law will be provided. The purpose of an emergency appointment is to:

- Provide support or assistance while recruiting for a position
- Support staffing during peak workload periods

Emergency employment will be finite in nature, and all offers will include an end date at which employees in this category will automatically be separated. Employees in this class may not transfer to other Santos Manuel Student Union positions without taking part in a competitive recruitment process. Upon completion of the temporary appointment, the Executive Director may appoint the employee to the position as a regular employee if deemed appropriate.

RESERVE EMPLOYEES: Includes part-time, hourly, non-benefit eligible temporary employees working intermittent schedules, as assigned by the hiring department. Examples may include supporting a special project, meeting a deadline, fitness instructors, lifeguards, supplementing staff on leave and/or during peak workload periods. Benefits required by law will be provided.

Limitations of Reserve Employees: An individual may work several on call appointments for different Santos Manuel Student Union departments but cannot exceed 1000 hours in a fiscal year (July 1st through June 30th). The cumulative 1000 hours for the fiscal year include all work performed for the Santos Manuel Student Union.

Employees in this category who have not been scheduled to work over a six-month period will automatically be separated.

Employees in this class may not transfer to other Santos Manuel Student Union positions without taking part in a competitive recruitment process.

STUDENT EMPLOYEES: Student employees are employed in various roles. All appointments to these jobs are temporary, part-time, hourly positions. Continued service, if any, shall be in accordance with provisions of the Santos Manuel Student Union's Student Employee Policy.

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

PERSONNEL POLICY

SUBJECT: At Will Employment

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 105

EMPLOYMENT AT THE SANTOS MANUEL STUDENT UNION IS EMPLOYMENT AT WILL. Employment may be terminated for any reason, with or without cause or notice, at any time by the employee or the Santos Manuel Student Union. Nothing in the SMSU policies or in any document or statement, oral or written, limits the right to terminate employment at will in any way. Other than the Santos Manuel Student Union Executive Director, no one has the authority to make any agreement for employment other than for employment at will or to make any agreement limiting the Santos Manuel Student Union's discretion to modify the terms and conditions of employment. Only the Santos Manuel Student Union Executive Director has the authority to make any such agreement and then only in writing. Examples of the types of terms and conditions of employment which are within the sole discretion of the Santos Manuel Student Union Executive Director include, but are not limited to, the following: promotion, demotion, transfers, hiring decisions, compensation, benefits, discipline, layoff or recall, hours and schedules, work assignments, job duties and responsibilities, production, standards reduction, cessation or expansion of operations, the use of equipment, methods or facilities, or any other terms and conditions that the Santos Manuel Student Union may determine to be necessary for the safe, efficient and economic operation of its business.

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

PERSONNEL POLICY

SUBJECT: Personnel Records

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 110

POLICY

Official personnel files shall be maintained by the Santos Manuel Student Union Human Resources Office for each employee hired to a position by the Santos Manuel Student Union. Access to these files shall be limited to persons with a legitimate need-to-know and pursuant to applicable law and those persons designated in writing by the employee.

Composition of General Personnel Files:

1. Recruiting and screening documents such as applications, resumes, and educational transcripts
2. Job descriptions
3. Records relating to job offers, promotion, demotion, transfer and layoffs
4. Pay and compensation information
5. Education and training records
6. Handbook and policy acknowledgments
7. Letters of recognition and awards
8. Warning, counseling, and disciplinary notices
9. Performance evaluations and goal setting records
10. Documents or letters submitted by the employee in response to any disciplinary action, pre-disciplinary action, or performance evaluation
11. Termination notice and documentation
12. Information request forms and employee authorizations release of such information.
13. Additional materials deemed relevant

Composition of Medical File

1. Medical records (benefit claims, doctor's notes, accommodation requests, medical leave records, worker' compensation claims)

Composition of Benefits File

1. Benefit enrollment forms
2. Beneficiary designations

Composition of Confidential File

1. Reference check results
2. Background check results
3. Affirmative action self-identification of race, gender and veteran status

4. Child support/garnishments
5. Litigation documents
6. Workplace investigation records (although relevant disciplinary action, counseling or other direct communications are placed in the employee general personnel file)
7. Requests for employment/payroll verification

PROCEDURE

Records Review:

1. Employees of the Santos Manuel Student Union may request an appointment to review the contents of their personnel files. Employees may request a copy of any employment related document they have signed. Such a request shall be honored during regular business hours within five business days.
2. Employees may submit relevant documentation for inclusion in the personnel file, i.e., diplomas, professional licenses, change in citizenship status. The decision to include such documents shall reside with the Santos Manuel Student Union Human Resource and Risk Manager.
3. Employees may submit a written rebuttal in response to performance evaluations, pre-disciplinary, or disciplinary actions. These rebuttals shall be attached to copies of pertinent evaluations or personnel actions and kept in the general personnel file.
4. Persons designated in writing by the employee may review contents of the personnel file. Requests for review must be submitted in writing and must be accompanied by a release authorization signed and dated by the employee. Such requests become a permanent addition to the file and a log will be maintained of persons reviewing the file.
5. Supervisors and managers in the employee's chain of command may review the general personnel file if there is legitimate need and may submit documents for inclusion in the file.

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

PERSONNEL POLICY

SUBJECT: Performance Evaluations

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 200

All Santos Manuel Student Union employees shall receive periodic performance evaluations from the appropriate manager or supervisor. The evaluation shall follow a format prescribed by the Human Resource and Risk Manager in consultation with the Executive Director.

Such evaluations may be considered by the appointing authority in personnel actions affecting the employee. Such actions include promotion, retention, discipline, and performance-based salary adjustments.

Evaluators are to discuss the contents of the evaluation with the employee and employees are given a completed copy of the evaluation. A signature line is provided on all evaluations. An employee's signature on an evaluation does not indicate agreement with the review, but rather that the employee has seen the review and discussed it with his/her supervisor. Employees have the right to file a written rebuttal to performance evaluations and/or discuss the evaluation with the next higher level of supervision. Copies are also distributed through the supervisory chain to the appointing authority for review and endorsement, and are filed in the employee's general personnel file.

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

The purpose of the performance evaluation is to:

1. Document successes and strengths of the employee
2. Asses the employee's contribution to the success of the organization
3. Review the employee's job description for appropriateness
4. Evaluate the job performance of the employee
5. Assist the employee in the development of skills
6. Identify performance challenges and recommend corrective action
7. Establish goals as appropriate
8. Recommend performance-based salary adjustments that are consistent with the employee's performance. However, salary or wage increases remain within the sole discretion of the Santos Manuel Student Union Executive Director consistent with California State University, San Bernardino salary adjustments.

EVALUATION SCHEDULE

MANAGEMENT EMPLOYEES:

Management employees shall be evaluated at six-month intervals during the first year of appointment and annually thereafter. Additional evaluations may be requested at the discretion of appointing authority.

The Executive Director's performance shall be evaluated by the administrative supervisor in agreement with the Chair of the Santos Manuel Student Union Board of Directors.

REGULAR EMPLOYEES:

Non-management professional personnel will be evaluated at six-month intervals during the first year of employment and annually thereafter. Special performance evaluations may be initiated by the supervisor at any time.

Non-management support staff personnel will be evaluated at three-month intervals during the first year of appointment and annually thereafter. Special performance evaluations may be initiated by the supervisor at any time.

EMERGENCY EMPLOYEES

Emergency employees are evaluated toward the end of the employment period.

TEMPORARY EMPLOYEES

Temporary employees are evaluated twice during the employment period, mid-way through and near the end of employment.

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

PERSONNEL POLICY

SUBJECT: Salary Adjustments for Management and Staff Employees

**REFERENCE: SMSU Personnel Policies Manual; SMSUPM 210
SMSU Salary Administration Manual**

In order to maintain competitive, internally equitable pay for all employees, funds should be set aside for annual increases. When fiscally feasible, during the annual budgeting process, Human Resources, in conjunction with the Budget Analyst and Executive Director, shall determine a recommended Salary Increase Fund for the following year, for approval of the Board of Directors as prescribed by the SMSU Salary Administration Manual.

The SMSU salary structure consists of a series of salary grades with ranges applicable to all positions. Changes to the salary grade midpoints to reflect cost of living increases are known as structural adjustments. Each year Human Resources may collect published survey data on structural adjustments as well as cost of living data and recommend whether a structural adjustment is necessary, and if so, how much it should be. Revisions made to salary ranges will not alter the grades to which positions are assigned, nor will such revisions result in automatic changes to individual salaries. Revision of the salary structure is subject to Board of Directors approval.

MERIT INCREASES

Merit is primarily a function of job performance; however, the determination of an employee's merit shall also take into consideration:

- The employee's overall level of performance and the quality of the contribution made to the SMSU's mission and strategic plan;
- The employee's present salary in relation to the salary range of their current position;
- Present earnings of peers and subordinates;
- The time elapsed since, and the amount of, the employee's last salary increase; and,
- The availability of salary increase funds.

Supervisors shall recommend, as appropriate, performance-based salary increases for employees. Performance based salary increase recommendations must be accompanied by a completed performance evaluation form and evidence-based documentation supporting the recommendation. Documentation should confirm contributions have been made on a consistent basis.

Performance based salary increases may be recommended for performance evaluations with overall ratings above satisfactory. Available funds and the percentage range for performance-based salary increases shall be presented to the Santos Manuel Student Union Board of Directors.

All performance-based salary increases shall be determined by the Executive Director in conjunction with the Human Resource Manager. The Executive Director's performance-based salary increase shall be determined by agreement between the administrative supervisor and the Chair of the Santos Manuel Student Union Board of Directors.

SPECIAL SALARY ADJUSTMENTS

General Salary Increases General Salary increases are approved by the Santos Manuel Student Union Board of Directors in recognition of general conditions in the external marketplace.

Movement to the Minimum

When an employee's salary is below the range of their position's grade by virtue of change in the salary range of their position, the employee should receive an increase that will bring them to the minimum of the range as soon as possible. Approval is granted by the Executive Director.

If there are other reasons the salary has become sub-minimal, for example poor performance or a change in job content, the employee should be considered for reclassification, or performance counseling and probation, and eventually termination.

In-Range Progressions

In-range progression is defined as a base salary increase within a salary range and is typically used when there is a change in duties and responsibilities, but not to the extent that a new classification is warranted. In-range progressions require a written recommendation, prepared by the employee's supervisor, approved by the appropriate Associate Director or Director. The recommendation will include evidence-based documentation supporting the recommendation. Documentation should confirm contributions have been made on a consistent basis. The request is subject to approval by the Executive Director in conjunction with the Human Resource and Risk Manager.

Position Reclassifications

Position reclassification usually involves the reassignment of a position to a higher or lower salary grade based upon modifications in either job content, and/or marketplace considerations. Since this is not a function of performance, reclassifications should not be considered as either promotions or demotions. When a position is reclassified to a higher salary grade, adjustments will only be necessary if the salary is below the minimum for that grade.

Position reclassifications can be requested by either the employee or the employee's supervisor and may be granted by the Personnel Committee.

Promotion Increases

A newly promoted employee should, in general, receive a promotional increase independent of any earned merit increase. However, the employee's current salary plus their promotional increase, shall not exceed the midpoint of the new salary range, except in extraordinary circumstances.

Demotions

A demoted employee's salary shall not exceed the maximum of their new salary range, or their previous salary, whichever is less.

**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.

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

PERSONNEL POLICY

SUBJECT: Personnel Selection Process

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 400

The Santos Manuel Student Union is committed to ensuring the selection and retention of a highly qualified and diverse employee workforce.

To assure an equitable selection process, the Santos Manuel Student Union shall adhere to the following:

1. With the exception of emergency hiring, all Santos Manuel Student Union positions will be posted in accordance with this policy. Position announcements shall include job title, job description, required or desirable experience, minimum qualifications, salary range, and selection procedure.
2. Applicants may be required to successfully complete specific and appropriate job-related performance examinations as part of the selection process.
3. Hiring decisions shall be made by the Executive Director, or for the Executive Director's position by the CSUSB President upon the recommendation of the Vice President for Student Affairs. Applicants who are hired will receive offer letters which will include the job title, salary, employment status, and effective date of hiring. If required, the notifications shall include an expiration date for the position.
4. Emergency appointments shall be made by the Santos Manuel Student Union Executive Director. In general, emergency hiring shall be considered only as an emergency expedient. As such, a competitive selection process may be waived.

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

PERSONNEL POLICY

SUBJECT: Background Checks

**REFERENCE: SMSU Personnel Policies Manual; SMSUPM 405
California Fair Chance Act (Gov. Code § 12952)
California Code of Regulations, Title 2, § 11017.1**

POLICY

The Santos Manuel Student Union (SMSU) is committed to protecting the health, well-being, and safety of its employees, volunteers, guests, and the campus community. To accomplish these goals, this policy provides guidance for administering background check programs in compliance with all applicable federal, state, and local laws.

This policy requires background checks to be conducted only after a conditional offer of employment or appointment has been made, in accordance with the California Fair Chance Act and other applicable laws. Background checks are required for all final candidates for professional staff positions and for certain student employee or volunteer positions, as designated in this policy.

Any former employee who is re-appointed to an SMSU position after a break in service of twelve (12) months or more will be subject to background check requirements appropriate to the new position. Background checks will be performed in accordance with all applicable federal, state, and local law, as well as CSU system policy.

CONFIDENTIALITY AND NON-DISCRIMINATION

The SMSU recognizes the need to balance its responsibility for conducting background checks with the need to protect individual privacy. All background check information will be collected, stored, and used only for legitimate business purposes.

The Human Resource Manager is responsible for maintaining the confidentiality of all background check records and ensuring that such records are securely stored, accessed only by authorized personnel with a business need to know, and destroyed in accordance with applicable record retention and privacy laws.

Background check results will not be used in a manner that discriminates on the basis of race, religion, ancestry, color, sex, sexual orientation, gender identity or expression, age, physical or mental disability, veteran status, marital status, pregnancy, medical condition, genetic information, or national origin.

Any adverse employment action based on background check results must be job-related and consistent with business necessity, and must comply with the California Fair Chance Act's individualized assessment and notice requirements.

DISCLOSURE, CONSENT, AND NOTICE REQUIREMENTS

Before a background check is conducted, the candidate or employee will receive a stand-alone written disclosure and authorization form consistent with California law. The SMSU will not include this disclosure within any employment application or other unrelated document.

FAIR CHANCE ACT AND CALIFORNIA REGULATIONS

Consistent with the California Fair Chance Act (Gov. Code § 12952) and California Code of Regulations, Title 2, § 11017.1:

1. No criminal history information will be requested or considered before a conditional offer of employment is made.
2. If a background check reveals conviction history, the SMSU will conduct an individualized assessment considering:
 - o The nature and gravity of the offense or conduct;
 - o The time that has passed since the offense or completion of the sentence; and
 - o The nature of the job held or sought.
3. The candidate will receive a preliminary decision notice if SMSU intends to withdraw the offer. This notice will include:
 - o The conviction(s) at issue,
 - o A copy of the background check report, and
 - o Notification of the right to respond and provide evidence of rehabilitation or inaccuracies.
4. The candidate will have at least five (5) business days to respond before any final decision.
5. SMSU will consider any information provided before issuing a final adverse action notice if applicable.

TYPES OF BACKGROUND CHECKS

1. Employment Verification – Employment history for the previous five (5) years will be verified.
2. Education Verification – Educational credentials relevant to the position will be verified.
3. Criminal Record Check – A criminal records check will be conducted after a conditional offer, consistent with California law.
4. Live Scan – A Live Scan fingerprint check is required for all employees and volunteers who have regular, direct contact with children.
5. Professional Licensing and Certification – If job-related, the SMSU shall verify professional licenses and/or certifications to ensure they are current, valid, and in good standing.

POSITIONS REQUIRING BACKGROUND CHECKS

1. All Professional Staff positions.
2. Student staff and volunteers in the following areas:
 - a. Centers
 - b. Aquatics
 - c. Administration Office
 - d. Scheduling Office
 - e. Building/Operations Managers

- f. Recreation and Wellness Membership
- g. Coyote Lanes
- h. Concierge Services

POSITIONS REQUIRING LIVE SCANS

1. Professional staff, student staff, and volunteers in the following areas:
 - a. Adventure Programs
 - b. Aquatics
 - c. Osher Adult Re-Entry Center

ADVERSE ACTION PROCEDURES

If background check information leads SMSU to consider rescinding an offer or taking other adverse action:

1. A Pre-Adverse Action Notice will be issued to the candidate, including:
 - o A copy of the background check report;
 - o A written explanation of the potential adverse decision;
 - o The FCRA Summary of Rights and California Summary of Rights.
2. The candidate will be given at least five (5) business days to dispute the accuracy of the report or provide additional information.
3. If the candidate disputes or provides information, SMSU will review and consider it before making a final decision.
4. If a final adverse decision is made, a Final Adverse Action Notice will be provided, including:
 - o The name and contact information of the background check agency;
 - o A statement that the agency did not make the employment decision; and
 - o Notification of the candidate's right to obtain a free copy of the report within sixty (60) days.

RETENTION AND DESTRUCTION OF RECORDS

All background check records, including reports, disclosures, and notices, will be:

- Maintained in a secure, confidential file separate from personnel files;
- Retained for the period required by law (typically five (5) years after completion of the hiring process or employment decision); and
- Securely destroyed (e.g., shredding, secure digital deletion) after the retention period expires.

POLICY ADMINISTRATION

The Human Resource Manager is responsible for:

- Ensuring compliance with this policy and all legal requirements;
- Coordinating with the external background check vendor;
- Providing required notices and disclosures;
- Maintaining secure storage and destruction of records; and

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

PERSONNEL POLICY

SUBJECT: Nepotism

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 410

No Santos Manuel Student Union employee shall vote, make recommendations, or in any way participate in decisions about any personnel matter which may directly affect the hiring, supervision, retention, tenure, compensation, promotion, discipline, termination, assignment, conditions of work, employment status or interests of a family member or significant other.

For purposes of this policy, "family member" shall include spouse, parent, child, sibling, persons involved in a legally binding guardianship or relationship with the employee, registered domestic partner or child thereof, and co-habitants. Registered domestic partner is defined pursuant to California law. "Significant other" means anyone with whom the employee has a ongoing relationship with.

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

PERSONNEL POLICY

SUBJECT: Employment Eligibility

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 420; Immigration Reform and Control Act (IRCA) of 1986

The Santos Manuel Student Union is committed to complying with federal laws and regulations concerning verification of employment eligibility and record keeping for employees hiring to work in the United States. The Immigration Reform and Control Act (IRCA) of 1986 requires all U.S. employers, regardless of size, to complete a Form I-9 upon hiring a new employee to work in the United States. Reverification of eligibility for employment in the United States may also be required under certain circumstances.

IRCA prohibits an employer from:

- Knowingly hiring an alien who is not authorized to work.
- Hiring any individual without verifying identity and work authorization.
- Continuing the employment of a person if the employer knows or should know that the person is not authorized to work.
- Knowingly forging, counterfeiting, altering or falsifying any document to satisfy any immigration-related requirement.
- Knowingly using, accepting or receiving any false document to satisfy any immigration-related requirement.
- Discriminating in hiring or firing against a citizen or an intending citizen based on national origin or citizenship status.
- Intentionally requiring an employee to present any specific document or combination of documents for Form I-9 purposes.
- Intentionally requiring an employee to present more or different documents than are minimally required for the employment verification process.
- Intentionally refusing to honor documents that reasonably appear to be genuine.

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

PERSONNEL POLICY

SUBJECT: Relocation Policy

**REFERENCE: SMSU Personnel Policies Manual; SMSUPM 430; Relocation Policy – CSUSB
Management Employees**

It is the policy of the Santos Manuel Student Union of California State University, San Bernardino to follow the provisions of the CSUSB Relocation Policy in allowing for relocation expense reimbursement for new hires.

It is the policy of the Santos Manuel Student Union, to provide relocation advance associated with moving expenses, when necessary, to new employees when authorized by the Executive Director. Provision for relocation expenses must be agreed upon at the time of appointment and must be stipulated in the appointment letter. A maximum allowance must be indicated by the appointing authority and this amount shall be indicated in the appointment letter.

Relocation advance may be provided to the positions in Pay Grades 9 - 12 provided that relocation advance is a part of the total compensation consideration at the time an offer of employment is made. All written offers of employment are to include provisions for moving, if applicable. Any advance provided must conform with CSU and State of California guidelines on moving expenses and will be limited to:

1. Packing, loading, insurance, transportation, unpacking and unloading of household goods owned by the employee.
2. Relocation mileage incurred by the appointee or transportation costs for the appointee and, if applicable, family for travel between their existing residence and new residence.
3. Lodging expenses plus meals and incidental expenses incurred by the appointee and, if applicable, family for travel between their existing residence and new residence.

Other costs associated with relocation to CSUSB such as temporary lodging and meals (not to exceed 60 calendar days) and temporary storage of household goods in transit (not to exceed 60 calendar days) may be paid when approved by the Executive Director separately from items 1, 2 and 3 above.

The Santos Manuel Student Union will not pay for:

1. The moving (loading) of more than two (2) automobiles; other motor vehicles; farm tractors, implements and equipment; livestock; trailers with or without other property; boats; animals; belongings related to commercial enterprises engaged in by the employee; firewood; fuels; bricks, sand, ceramic wall tile, wire fence or other building materials; or any items not commonly found in a typical household.

2. The expense of materials, parts, or labor to connect household appliances or the cost of installing utility outlets or other specialized installations.
3. The cost of warehouse handling for items in storage and split pickup charges.
4. Any costs associated with the sale or purchase and/or exchange of real estate.

Consideration shall be given to any Santos Manuel Student Union or CSU system wide preferred relocation services available where a cost savings may be achieved.

When determining the amount of relocation advance to be provided, the following may be used as a guide:

- o 4,000 lbs. --- a single person with an apartment, condo, or home.
- o 8,000 lbs. --- a couple with a small house.
- o 12,000 lbs. --- a small family.
- o 16,000 lbs. --- a large family.

Because of the variance that occurs when employees relocate from different geographical areas, the costs for relocation will differ.

The exact amount of relocation advance will be limited to the budget available and the table below.

<u>GRADE LEVEL</u>	<u>MAXIMUM ALLOWED</u>
12	\$10,000.00
11	\$7,500.00
10	\$5,000.00
9	\$2,500.00

Each relocation advance is subject to a "Relocation Advance Agreement" wherein the employee advance will be forgiven based upon time of employment with Santos Manuel Student Union. The following schedule outlines the schedule of payment forgiveness:

1. 0% of relocation advance is forgiven if employed less than 6 months.
2. 25% of relocation advance is forgiven if employed for at least 6 months, but less than 12 months.
3. 50% of relocation advance is forgiven if employed at least 12 months, but less than 18 months.
4. 75% of relocation advance is forgiven if employed at least 18 months, but less than 24 months.
5. 100 % of relocation advance is forgiven if employed for 24 months or more.

Not all new Santos Manuel employees will be eligible for reimbursement of moving and relocation expenses. The decision by the Executive Director to offer moving and relocation expenses is discretionary and contingent upon the availability of funds.

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

PERSONNEL POLICY

SUBJECT: Volunteers

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 440

POLICY

The Santos Manuel Student Union may appoint volunteers to perform work or provide services to the Santos Manuel Student Union. Volunteers must have the necessary training and/or supervision to safely carry out the work or services for which they have volunteered and, depending on particular assignments, must have approved licensing, certification and/or meet other requirements. An individual who volunteers services in an area which requires a license or certificate must satisfy that requirement prior to performing those duties. Volunteers shall be required to adhere to all Santos Manuel Student Union, CSU San Bernardino, and CSU policies and procedures that apply to employees while providing volunteer service.

Volunteers are eligible for Workers' Compensation through the SMSU. A volunteer may be authorized to drive a vehicle on official state business, in accordance with SMSU and CSUSB procedures, as determined to be appropriate in relation to the volunteer's duties and responsibilities. Additionally, a volunteer may be entitled to reimbursement for travel expenses.

A volunteer who renders services of their own free will, without remuneration of any kind, does not need to complete a Form I-9. If a person receives any kind of compensation for services, a Form I-9 needs to be completed and the person needs to be appointed as an employee through the regular employment process.

Volunteers serve at the pleasure of the Executive Director.

DEFINITIONS

A volunteer is an individual who performs work or provides services to the Santos Manuel Student Union of their own free will, without remuneration of any kind, for public service or humanitarian purposes, whether on an ongoing basis or for a short-term event. A student who performs work in the course of his/her studies, as part of the curriculum, is a volunteer only if they receive no payment for work performed and no credit toward school fees. Individuals, who perform work for the Santos Manuel Student Union and receive a stipend, are not considered "volunteers" for purposes of this policy.

PROCEDURE

1. The supervising staff member must inform Human Resources of their intent to engage a volunteer or when a volunteer ceases to provide services.

2. Volunteers are required to complete the following and return to Human Resources before beginning their volunteer appointment.
 - a. SMSU Volunteer Designation Form
 - b. SMSU Volunteer Agreement
 - c. Additional requirements as appropriate for the position (background, defensive driving, etc.)
3. SMSU Human Resources will maintain a database of all volunteers.

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

PERSONNEL POLICY

SUBJECT: Student Assistant

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 500

Employee Classifications:

Regularly enrolled eligible CSUSB students may be employed by the Santos Manuel Student Union in multiple roles. Wages shall be paid on an hourly basis for reported time worked. Benefits include Workers' Compensation, Disability and Unemployment Insurance and sick leave in accordance with California Paid Sick Leave law. The classification of student assistant includes regular hires, and federal work study.

Eligibility:

1. To be hired by the Santos Manuel Student Union and to maintain employment as a student assistant, applicants and incumbents must:
 - a. Be regularly enrolled at CSUSB, not through Extended Education, with a minimum class load of six undergraduate semester units or four graduate semester units.
 - b. Have and maintain a 2.0 grade point average (GPA) both semesterly and cumulative. To be hired as a new student assistant, an applicant must have earned at least a 2.0 GPA in the previous semester if the student was enrolled at CSUSB.
 - c. Should the semesterly GPA fall below 2.0, the student will be placed on probationary status for one semester, must initially meet with the supervisor to develop an academic progress plan, and must provide a written satisfactory grade report mid-semester. If a GPA below 2.0 is posted for a second consecutive semester, the student will be terminated.
 - d. Should the cumulative GPA fall below 2.0, the student will be placed on probationary status for one semester, must initially meet with the supervisor to develop an academic progress plan, and must provide a written satisfactory grade report mid-semester. If a GPA below 2.0 is posted for a second consecutive semester, the student will be terminated.
2. A student graduating in the Spring may continue to work until June 30. A student graduating in Fall may work until the start of the winter break. A student graduating in Summer may work until the start of the Fall Semester.
3. All applicants for student employment must establish identity and employment eligibility prior to appointment.

Hours of Work:

All student assistants may work up to twenty (20) hours per week. Overtime will be paid for any time worked in excess of eight (8) hours in one day or forty (40) hours in one week. Overtime requires prior written authorization by the employee's supervisor. Work weeks exceeding twenty (20) hours may occur during summer, if a student is not enrolled in courses, and periods when no classes are scheduled.

Hiring and Termination:

Student employees may be hired directly by individual Santos Manuel Student Union staff with approval from their immediate supervisor. All new hires must be processed through Human Resources prior to beginning work.

Continued employment in any student assistant position is at the pleasure of the supervisor and Santos Manuel Student Union. This means that students may be terminated at any time with or without notice or cause.

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

PERSONNEL POLICY

SUBJECT: Payroll Deduction/Wage and Hour Law Compliance

**REFERENCE: SMSU Personnel Policies Manual;
SMSUPM 600; Fair Labor Standards Act Section 7(o)**

Payroll Deductions:

The Santos Manuel Student Union complies with federal and state law regarding deductions from every paycheck which include, but are not limited to:

1. Federal withholding tax
2. State withholding tax
3. State disability insurance (SDI)
4. CalPERS Retirement
5. CalPERS Survivor Benefit

Other deductions may be made from an employee's paycheck with the employee's written permission which may include, but are not limited to:

1. Parking permit fee
2. Medical Plan Costs
3. Voluntary Life Insurance Coverage

Wage and Hour Law Compliance:

The Santos Manuel Student Union complies with all federal and state wage and hour laws. All Santos Manuel Student Union personnel are paid twice per month. A schedule of inclusive dates for pay periods is available from Human Resources.

Compensatory Time Off

Under the Fair Labor Standards Act, compensatory time off is not permitted for non-exempt employees. All hours worked by non-exempt employees must be compensated monetarily. Compensatory time off for exempt employees is allowed with supervisor approval.

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

PERSONNEL POLICY

SUBJECT: Salary Advance Policy

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 605

BACKGROUND:

When extenuating circumstances such as a change in the SMSU payroll process cause undue hardship, a salary advance is possible.

POLICY:

Santos Manuel Student Union employees may receive one salary advance per year due to extenuating circumstances. Exceptions are available only with the expressed written approval of the Executive Director.

Employees are encouraged to take advantage of various financial institution materials and periodic university-sponsored sessions related to personal finance.

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

PERSONNEL POLICY

SUBJECT: Compensation and Benefit Requirements for Auxiliary Organization Employees

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 700

POLICY:

The governing board of the Santos Manuel Student Union shall provide salaries, working conditions and benefits, exclusive of permanent status benefits, for its full-time employees which are comparable to those provided campus employees performing similar services. For those employees whose duties are not comparable to classes in campus employment, the salaries established shall be at least equal to the salaries prevailing in other similar auxiliary organizations in the area, or commercial operations of like nature.

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

PERSONNEL POLICY

SUBJECT: Benefit Enrollment Eligibility for Auxiliary Organization Employees

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 701

Eligible Employees:

Eligible employees shall include personnel appointed in the following classes:

1. Managerial employees.
2. Regular employees.
3. Temporary employees. Eligibility will be determined at time of appointment by the Executive Director in conjunction with the Human Resource and Risk Manager.
4. Emergency employees. Eligibility will be determined at time of appointment by the Executive Director in conjunction with the Human Resource and Risk Manager.

The above employees are eligible to enroll in the following benefit programs:

1. Medical insurance, including vision and dental.
2. Tax sheltered annuity programs.
3. PERS retirement.
4. Life insurance.

PERS Retirement

Employees otherwise ineligible for benefits will be enrolled PERS retirement upon completion of 1,000 hours service in a single fiscal year.

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

PERSONNEL POLICY

SUBJECT: Flex Cash Plan

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 702

Flex Cash is an optional benefit plan that allows employees to waive Santos Manuel Student Union medical and/or vision and dental insurance coverage in exchange for cash, provided the employee has other non-Santos Manuel Student Union coverage. Proof of alternate coverage must be provided to the Santos Manuel Student Union. Employees who waive medical and/or vision and dental insurance coverage will receive additional cash in their paychecks. The Flex Cash payment is treated as flexible income and will be subject to the same payroll taxes as regular salary. However, Flex Cash will not be considered compensation for retirement purposes. The additional cash income will be reported as income on Form W-2 in the year employees receive it. Flex Cash payment rates will be consistent with CSUSB Flex Cash rates.

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

PERSONNEL POLICY

SUBJECT: Tax Advantage Premium Plan

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 703

The Tax Advantage Premium Plan (TAPP) allows employees to pay required health plan premiums from their salaries on a pre-tax basis. Any such premiums will be deducted each month from the employee's salary before income taxes are calculated and deducted. All Santos Manuel Student Union employees enrolled in a PERS health plan are eligible. All new employees enrolling in health coverage will be automatically enrolled in TAPP.

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

PERSONNEL POLICY

SUBJECT: Vacation Leave Policy

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 705

Eligibility

Employees who work more than twenty (20) hours per week are eligible to receive vacation with pay. Student assistants are not eligible. It is the responsibility of the employee to request, in advance, from their supervisor, permission to take and use vacation.

Vacation Scheduling

The Santos Manuel Student Union will generally attempt to accommodate an employee's request to take vacation at the time specified by the employee. However, the needs of the office and the work load of the Santos Manuel Student Union will be considered when evaluating an employee's request. The Santos Manuel Student Union reserves the right to grant, deny or modify any vacation request.

Regular, temporary, and emergency employees

<u>YEARS OF SERVICE</u>	<u>DAYS/YEAR</u>	<u>HOURS/MO.</u>
First 11 months	9.15 days	6 2/3 hours
1 year to 3 yrs.	10 days	6 2/3 hours
3 yrs. 1mo. to 6 yrs.	15 days	10 hours
6 yrs. 1mo. to 10 yrs.	17 days	11 1/3 hours
10 yrs. 1mo. to 15 yrs.	19 days	12 2/3 hours
15 yrs. 1mo. to 20 yrs.	21 days	14 hours
20 yrs. 1mo. to 25 yrs.	23 days	15 1/3 hours
25 yrs. 1mo. and over	24 days	16 hours

Vacation leave credit may be accumulated by non-management employees provided that on January 1 of any calendar year the accrual does not exceed 320 hours for ten (10) or fewer years of service, or 420 hours for ten (10) years 1 month or more years of service, unless it can be demonstrated that the employee could not take vacation due to unanticipated workload or extended illness. This determination is made by the Executive Director in conjunction with the employee's supervisor and Human Resource and Risk Manager after requested by the employee.

Management Employees

Management employees shall be entitled to 24 days per year for full-time service. Vacation leave credit may be accumulated provided that on January 1 of any calendar year the accrual does not exceed 440 hours, unless it can be demonstrated that the employee could not take vacation due to unanticipated workload or extended illness. In such case, the excess vacation time must be used during the subsequent calendar year.

All unused accrued vacation will be paid out upon termination.

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

PERSONNEL POLICY

SUBJECT: Holiday and Personal Holiday

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 710

Managerial, regular, temporary, and emergency employees receive 13 paid holidays and 1 personal holiday per calendar year.

Holidays

The following days are observed as holidays (subject to modification of which employees will be given notice):

January 1

Martin Luther King, Jr.'s Birthday

Lincoln's Birthday

Washington's Birthday

Cesar Chavez's Birthday

Memorial Day

July 4

Labor Day

Admission Day

Indigenous Peoples' Day

Veteran's Day

Thanksgiving Day

December 25

and any other day designated by the governor as a public holiday

On days when the campus is closed, such as the day after Thanksgiving, employees may use vacation time or a personal holiday to receive compensation for that day.

The observance of Lincoln's Birthday, Washington's Birthday, Admission Day, and Indigenous Peoples' Day is deferred until the end of the year and will be taken beginning the first work day after December 25 at which time the University is closed.

All employees are entitled to these paid holidays on the days they are observed unless they were in non-pay status during the holiday or if the employee is required to work to perform necessary services.

Personal Holiday

Each eligible employee shall be entitled to one personal holiday per calendar year. An employee should take the personal holiday before the end of the calendar year as it does not carry forward to the next

calendar year. The scheduling of the holiday shall be by mutual agreement of the employee and their supervisor.

Holiday time off should be given based on the hours normally scheduled to work.

**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
 - e. 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.

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.

**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.

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 a Qualifying Act of Violence

The Santos Manuel Student Union will not discriminate against or discharge employees who are victims of 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.
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 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.

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.

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.

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

PERSONNEL POLICY

SUBJECT: Unauthorized Absences

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 721

An unauthorized absence for five consecutive working days constitutes an automatic resignation from the Santos Manuel Student Union service as of the last day worked.

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

PERSONNEL POLICY

SUBJECT: Educational Assistance Benefit

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 725

The Educational Assistance Benefit Program for full-time management, regular, and benefited temporary and emergency employees of the Santos Manuel Student Union is designed for systematic growth and development of employees and to underscore the SMSU's emphasis on the importance of higher education in our society. The benefit may be utilized by any single employee, their spouse, or immediate family member who is a dependent. The program is aimed at those who are working toward a Bachelor's degree or other advanced degree relevant to their position and employees who wish to take job-related courses to improve job performance and opportunity.

Conditions for Educational Assistance:

1. Full-time management, regular, and benefited temporary and emergency employees are eligible for the program.
2. Employees may be granted release time to attend courses during scheduled working hours provided that the "operational needs of the department are met." Possible outcomes of requesting release time:
 - a. Release time is granted and an alternative work schedule is created
 - b. Use of vacation is required
 - c. Release time is denied

All classes which require time away from work must be approved by the supervisor and Executive Director.

3. Employees will receive a reimbursement for a maximum of six (6) units each term during the

academic year, at the equivalent to the CSUSB in-state tuition rate, including mandatory student fees. This amount is not to exceed the total tuition rate for a CSUSB academic year.

4. For employees: courses include undergraduate, graduate, credential, and on-line courses. Eligible employees enrolled in a doctoral program shall be eligible for partial course fee advance equivalent to the CSUSB part-time graduate tuition fee, and shall be responsible for paying the difference between the applicable Doctorate fee and the CSUSB part-time graduate tuition fee.

For a spouse or immediate family member who is a dependent: courses include undergraduate, graduate, credential, and on-line courses.

5. For non-CSUSB programs, the program participant will need to turn in an unofficial transcript within one week of term completion to the Human Resource Manager. Delay in transcript receipt will delay or terminate the benefit for the next term.
6. Reimbursement of the benefit must be made if the employee, spouse or dependent has not successfully completed course work with a grade of "C" or better for undergraduate work and "B" or better for graduate work. Reimbursement will be pursuant to a written agreement between the employee and the Santos Manuel Student Union. Requests for any exceptions may be brought to the Personnel Committee for review and recommendation.
7. Applications must be filed with the Santos Manuel Student Union Executive Director a minimum of thirty (30) days before the beginning of the term for which the educational assistance benefit is sought.
8. Educational assistance benefits are taxable per the requirements set forth in IRS Publication 15-B.

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

PERSONNEL POLICY

SUBJECT: Tax-Sheltered Annuities Policy

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 775

Full-time salaried employees of the Santos Manuel Student Union are eligible to participate in tax-sheltered annuities plans.

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

PERSONNEL POLICY

SUBJECT: Lay-Off and Recall

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 800

The Santos Manuel Student Union may lay off employees if it determines that a reduction in force is necessary because of lack of work or lack of funds. All Santos Manuel Student Union employees are subject to the provisions of this policy.

Notification:

When possible, affected employees should be notified thirty (30) days prior to separation or pursuant to applicable law.

Order of Layoff:

The Executive Director, acting upon recommendations of individual supervisors and other factors, shall consider many factors, including length of service, quality of performance, and program requirements regarding which employees are laid off.

Options in Lieu of Lay-off:

Whenever possible, acting upon recommendations of supervisors, the Executive Director may offer options in lieu of lay-off to management or non-management. Such offers, if made, are entirely within the discretion of the Executive Director and are always contingent upon budgetary and operational needs of the Santos Manuel Student Union. Options may include voluntary demotion or reduction in hours.

Payment of Benefits:

On the effective date of lay-off, the employee shall receive the cash equivalent of accumulated vacation time. The Santos Manuel Student Union will make available any conversion plans for group medical, dental and vision insurance.

Recall:

Management and non-management employees who have been laid off under the provisions in this policy shall be recalled, contingent upon their ability, within the sole discretion of the Santos Manuel Student Union Executive Director, to perform available assignments, by the reverse application of the lay-off procedure. Rights to recall expire one (1) year from the effective date of lay-off.

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

PERSONNEL POLICY

SUBJECT: Promotion and Reclassification Policy

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 810

Santos Manuel Student Union positions are classified in relation to similar positions with the CSU system to assure ranges of pay appropriate to the duties and responsibilities of the position. Each position is placed in a salary range which consists of a minimum, intermediate, and a maximum rate.

Insofar as it is practical, it is the policy of the Santos Manuel Student Union to promote employees to more responsible positions on the basis of performance and ability and reclassify when additional responsibilities have been assigned. Reclassifications are submitted to the Santos Manuel Student Union Board of Directors for approval.

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

PERSONNEL POLICY

SUBJECT: Termination

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 815

Causes for termination include:

Expiration of Service Date:

Emergency and temporary employees shall be terminated on the date specified in the initial hire letter.

Involuntary Termination for Cause:

All employees may be involuntarily terminated for cause. Cause shall include failure to meet performance standards, violations of standards of conduct, or violation of Santos Manuel Student Union policy. The Executive Director shall ensure that a reasonable standard of progressive discipline has been followed by the employee's supervisor and that opportunities for correction of deficiencies giving rise to disciplinary action have been afforded the employee, however there may be instances where progressive discipline prior to termination may not apply, such as a violation of a zero-tolerance policy.

Involuntary Termination without Cause:

The Executive Director serves at the pleasure of the University President. Employees, other than the Executive Director, serve at the pleasure of the Executive Director and may be terminated by action of the Executive Director. All employees serve as at-will employees, which means that they may be terminated at any time without cause or notice.

Resignation:

All employees may voluntarily resign by submitting a written resignation that is signed and dated. It is requested that they be forwarded to the supervisor at least ten (10) working days prior to the effective date or resignation. All employees absent without leave for a period of five (5) consecutive working days shall be considered to have voluntarily resigned on the last day of work.

Lay-off:

See lay-off and recall policy.

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

PERSONNEL POLICY

SUBJECT: Discipline

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 820

The Santos Manuel Student Union reserves the right to discipline employees who violate its policies or standards. Typical offenses include but are not limited to:

- Inability to meet performance standards.
- Falsification of records or other documents.
- Willfully or negligently damaging Santos Manuel Student Union or University property.
- Abuse of drugs or other intoxicants.
- Breach of confidentiality.
- Misappropriation of Santos Manuel Student Union/University funds or property.
- Harassment or other actions which result in an intimidating, hostile, or offensive work environment.
- Misconduct which affects operations.
- Insubordination or refusal to complete assigned work.
- Excessive or unauthorized absences.
- Violation of Santos Manuel Student Union or University policies.
- Actions which, in the judgment of the Executive Director or supervisors, could result in adverse consequences to the Santos Manuel Student Union, the University, employees, or students.

Progressive Discipline

The Santos Manuel Student Union utilizes a progressive discipline policy which gives the employee notice of their performance shortcomings, the opportunity to take corrective actions, and the consequences of failing to do so. This normally includes a series of progressively severe sanctions including oral counseling, written reprimands, suspension, demotion and dismissal. A written reprimand may be accompanied by a Performance Improvement Plan. Exceptions to this process may be made at the discretion of the Santos Manuel Student Union Executive Director in conjunction with the Human Resource Manager.

Responsibilities

Generally, sanctions up to and including written reprimands may be issued by the supervisor. Major disciplinary actions, suspension and dismissal, may be taken only by the Executive Director in conjunction with the Human Resource Manager.

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

PERSONNEL POLICY

SUBJECT: Hours of Work

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 900

All employees generally work a minimum of forty (40) hours in a seven (7) day period. The standard workweek begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. the following Saturday. The work schedule usually provides for five (5) consecutive days of work during the work week. Part-time employees are generally assigned a similar schedule on a reduced time base.

Schedules: Work schedules are determined by the appropriate administrator or supervisor. Needs of the department normally govern work schedules. When possible, managers should notify employees of schedule changes at least one (1) week prior to the effective date of such change.

Meal Periods: Employees shall be provided an unpaid meal period of thirty (30) or sixty (60) minutes when working more than six (6) hours in a day. An additional 30-minute meal period shall be provided when an employee works more than 12 hours in a day. The time in which the meal period is taken shall be designated by the appropriate administrator or supervisor pursuant to applicable law and must be taken prior to the completion of the first five (5) hours of work. If a second meal period is provided, it must be taken prior to the tenth (10th) hour of work. Working through a meal period is absolutely forbidden. Employees are not required to take their meal breaks on premises.

Rest Periods: Employees shall be provided a paid rest period each work day of fifteen (15) minutes for each four (4) hours worked during the day. The time in which the rest periods are taken shall be determined by the appropriate administrator or supervisor pursuant to applicable law. Rest periods are to be taken as scheduled and cannot be used to accommodate late arrivals, early departures, or combined with a meal period.

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

PERSONNEL POLICY

SUBJECT: Absence and Tardiness

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 905

Punctuality and dependability are of prime importance to the efficient running of any organization. Each employee's presence is essential to the efficient and productive operation of Santos Manuel Student Union functions. If it becomes necessary for employees to be late for any reason or to be absent from work, employees are expected to follow the procedures listed below:

1. Obtain advance permission from your supervisor whenever possible.
2. In the case of illness, notification should be made no later than one hour after your scheduled time to report to work.
3. Notify your supervisor as soon as possible when a death in the family requires you to be absent from work.
4. When an absence is longer than one day, notify your supervisor daily or as often as needed to keep them informed as to the date of your probable return to work.

A doctor's verification of illness will be required if an employee takes more than three consecutive days of sick leave or if, in the opinion of the employee's supervisor, the absenteeism has been excessive.

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

PERSONNEL POLICY

SUBJECT: Mandatory Training Completion

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 910

POLICY: This policy outlines the procedures and responsibilities for the assignment, completion, and monitoring of mandatory training to ensure legal compliance, a safe work environment, and the continuous development of employees.

The Santos Manuel Student Union (SMSU) values its employees and prioritizes their development through effective training programs. Mandatory training ensures that all employees, including student workers, comply with federal, state, and organizational requirements, reducing legal, financial, and safety risks. These trainings promote a safe, compliant, and inclusive work environment while aligning with SMSU's strategic goals.

All SMSU employees are required to complete assigned mandatory trainings within specific timeframes. This includes compliance with legal requirements (e.g., OSHA, anti-harassment laws) and training in organizational policies. Mandatory training supports both organizational success and employee development by ensuring that staff remain up-to-date with evolving regulations and best practices.

SMSU will provide employees with the time and resources to complete mandatory training during working hours.

Responsibilities:

Employees:

1. Training Completion:

Employees must complete all mandatory trainings within 30 days of the training assignment date. These trainings are essential for maintaining a safe, compliant workplace and may be delivered through platforms such as CSULearn and Praesidium.

2. Email Monitoring:

Employees are required to monitor their Outlook work emails regularly for training notifications and deadlines. This is considered a fundamental part of their job responsibilities.

3. Request for Support:

If employees face challenges in accessing or completing trainings, they should promptly contact their supervisor or the Human Resources Manager.

Supervisors:

1. **Facilitating Completion:**
Supervisors are responsible for ensuring that employees are provided with sufficient time and resources to complete assigned trainings during work hours.
2. **Monitoring Compliance:**
Supervisors must stay informed of their team's compliance status and work with HR to address any lapses.

Human Resources:

1. **Tracking and Reporting:**
The HR Manager will track employee compliance and notify supervisors of any employee who is out of compliance with training deadlines.
2. **Disciplinary Action Coordination:**
The HR Manager will collaborate with supervisors to implement corrective actions for non-compliance, including coaching and, if necessary, disciplinary measures.

Non-Compliance Procedures:

1. **Student and Non-Exempt Employees:**
If student or non-exempt employee does not complete the required training within the allotted 30 days, they will be removed from their work schedule until the training is complete.
2. **Exempt Employees:**
For exempt employees, failure to complete mandatory training within the required timeframe may result in progressive disciplinary actions, ranging from discussions to more formal measures, depending on the situation.

Types of Mandatory Training:

1. **Legal Compliance and Policies:**
This includes, but is not limited to, trainings mandated by state and federal laws, such as Occupational Safety and Health Administration (OSHA) requirements, sexual harassment prevention, mandated reporter, CPR/AED/First Aid, and nondiscrimination policies.
2. **Job-Specific Training:**
Depending on the employee's role, specific technical or industry-related trainings may be required. For example, employees working in specialized fields may require additional certifications or training to maintain compliance with industry standards.

Training Process:

1. **New Hires:**
All new employees must complete mandatory onboarding training within their first 30 days of employment. This training will cover both compliance and job-specific skills.
2. **Ongoing Training:**
Employees will be required to complete additional mandatory trainings throughout their employment to stay up-to-date with evolving laws and regulations. These trainings must be completed within 30 days of the training assignment date.

3. Notification and Deadlines:

Training assignments will be communicated via employee's Outlook work email, with links to the relevant platforms and instructions for completion if applicable.

Record Keeping and Monitoring:

1. Certification and Documentation:

Upon successful completion of mandatory training, employees will receive certifications, which will be automatically recorded in the appropriate learning management system. HR and the employee will have access to training records for compliance monitoring. Employees will be notified when certifications are about to expire through CSULearn emails to their Outlook work email, from the HR, or from their supervisor, as a reminder that they are due for retraining.

2. Reporting and Auditing:

HR will regularly review training completion rates and provide supervisors with reports on their team's compliance status.

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

PERSONNEL POLICY

SUBJECT: Children in the Workplace

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 915

The Santos Manuel Student Union values a workplace culture that fosters a healthy and appropriate balance between workplace obligations and family demands. In keeping with this value, the SMSU has established the following policy to provide guidance on when and under what circumstances children can appropriately be present in the SMSU workplace.

This policy applies to all employees (professional staff, hourly staff, and student assistants) for whom the need to bring dependent children to the workplace may arise. This policy does not apply to a minor child's participation in SMSU/CSUSB sponsored programs or attendance at SMSU/CSUSB sponsored special events to which children and/or families may be invited. Similarly, participation in an approved educational event that permits children to observe and/or participate in parents' or guardians' work activities is permitted.

Policy:

Whenever is operationally practicable, managers should honor an employee's request for flexibility to meet unexpected family needs that may require an employee's attention during normal working hours. So long as operational conditions and workloads will reasonably permit, managers are expected to work with employees in order that such unexpected needs can be met by using breaks, lunch periods, flexible work schedules, adjusted hours, vacation leave or other alternative work arrangements.

Regular and extended presence of children during work hours is not permitted due to the potential for interruption of work or University activities, as well as the potential for such presence to negatively impact productivity and/or present avoidable exposure to safety risks and/or potential legal liability. The workplace may not be used as an alternative to regular child care, and bringing children to the workplace on a frequent basis, such as during school breaks or before/after school is not permitted. Likewise, a child who is ill and thus unable to attend school or day care may not be brought to the workplace.

Subject to the limitations described in this policy, visits by children of employees are permissible, provided that advance supervisory and human resource approval is sought and obtained by the employee. Approval is at the discretion of the supervisor in consultation with the Human Resources Manager. An employee who brings a child to work without prior approval will be asked to leave.

No minor may ever be allowed into an area that is potentially hazardous. Such prohibited areas include custodial closets, maintenance offices, storage rooms, service corridors, behind Coyote Lanes, and anywhere tools or hazardous materials are present.

During any such visits, minor children may not be left unsupervised, nor may they be placed under the supervision of other employees that are on the clock. The presence of the child may not disrupt the work environment or negatively affect the productivity of the employee who brought the child, the employee's colleagues, or CSUSB students.

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

PERSONNEL POLICY

SUBJECT: Campus Meetings

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 920

Employees of the Santos Manuel Student Union may participate in University activities and events. Most events are scheduled during the early evening hours or on weekends, outside working hours. Attendance at these events is voluntary.

The president may, on occasion, authorize release time for employees for special events and functions that are of a universal interest and benefit to the campus.

In order to facilitate and accomplish campus and Santos Manuel Student Union business, the president may establish and authorize committees either on a standing or ad hoc basis. Committees structured to meet the business needs of the University and Santos Manuel Student Union may function during normal working hours. Participation on such committees will considered work time.

Informal organizations and groups may be established for social, recreational, or other objectives or association. Groups that are established for these purposes may utilize University facilities by following established scheduling procedures. Attendance at these group functions is not considered part of an employee's regular work schedule or work day. All such functions should be scheduled outside of regular working hours.

Groups or organizations desiring clarification of this policy should address questions through to their supervisor or administrator.

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

PERSONNEL POLICY

SUBJECT: Conflict of Interest

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 925

Outside Employment:

No employee shall accept employment in any outside position which would conflict with the effectiveness of the employee's performance at the Santos Manuel Student Union. Further, employees must not conduct activities of any kind during work hours that are not specifically assigned or authorized as part of their Santos Manuel Student Union responsibilities.

Use of Information:

No Santos Manuel Student Union employee may utilize any information, not a matter of public record, which is received by the employee by reason of his/her employment by or contractual relationship with the Santos Manuel Student Union, for personal or pecuniary gain.

Use of Services or Material:

No Santos Manuel Student Union employee may utilize human resources, services, material, facilities, or equipment belonging to the Santos Manuel Student Union or the University for any activity not related to his/her specific Student Union responsibilities.

Gifts and Gratuities:

Santos Manuel Student Union employees may not, in the course of their employment, accept gifts or gratuities from any source receiving services from or providing services or products to the Santos Manuel Student Union.

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

PERSONNEL POLICY

SUBJECT: Overtime

**REFERENCE: SMSU Personnel Policies Manual; SMSUPM 930
California Code, Labor Code - LAB § 510
Fair Labor Standards Act (FSLA)**

Policy:

Overtime is time worked by non-exempt employees in excess of eight (8) hours in one day, forty (40) hours in one work week, or any hours on the seventh consecutive day of work in a workweek. The SMSU's workweek is defined as Sunday through Saturday. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted. Compensatory time off (CTO) is not allowed in lieu of overtime.

It is the policy of the Santos Manuel Student Union that managers utilize overtime only in those instances where failure to do so would jeopardize the effective operation of the Santos Manuel Student Union. Overtime must be approved by an employee's supervisor. An employee who works overtime without prior authorization may be subject to disciplinary action.

Compensation:

Overtime is compensated at the rate of:

One and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, for all hours worked over forty (40) in a work week, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

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

PERSONNEL POLICY

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

**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**

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, 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), 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.

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 an 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 case that the relationship involves the Executive Director, disclosure will be made to the Associate Vice President/Dean of Students. 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.

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 Human Resources.

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.

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:

- 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,
 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

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

PERSONNEL POLICY

SUBJECT: Prohibition Against Smoking

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 945

There shall be no smoking in any interior part of the Santos Manuel Student Union building or within 20 feet of entrances to the building. Employees who violate this policy shall be subject to disciplinary action, up to and including termination.

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

PERSONNEL POLICY

SUBJECT: Return of Student Union Property

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 950

Employees are expected to return all Santos Manuel Student Union property in their possession or control immediately on termination of employment for any reason. This includes but is not limited to the Staff Handbook, identification cards, parking permit(s), keys, tools, equipment, manuals, or other items they have received.

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

PERSONNEL POLICY

SUBJECT: Employee Safety

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 1000

It is the policy of the Santos Manuel Student Union to provide a safe working environment for all employees. Responsibility for compliance with health and safety laws and regulations resides with managers. All employees of the Santos Manuel Student Union must obey all safety procedures, rules and policies. Such compliance is deemed a condition of continued employment. All employees are responsible for:

1. Compliance with all safety policies.
2. Prompt reporting of unsafe conditions in the work place.
3. Maintenance of hazard-free workstation.
4. Use of protective equipment.
5. Prompt reporting of any accident or injury.

On-the-job Injuries:

If an employee has an on-the-job injury, he/she must comply with the following:

1. Report the accident **as soon as possible**, preferably on the same day, to the supervisor.
2. Notify the department of University Police immediately if medical attention is required.
3. If medical assistance is needed, the employee will be transported to the assigned medical facility.

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

PERSONNEL POLICY

SUBJECT: Zero Tolerance for Workplace Violence

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 1010

Statement of Policy

The Santos Manuel Student Union recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. Therefore, the Santos Manuel Student Union has adopted this zero tolerance for workplace violence policy.

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

This prohibition against threats and acts of violence applies to all persons involved in the operation of the Santos Manuel Student Union, including, but not limited to, Santos Manuel Student Union personnel, contract and temporary workers and anyone else on Santos Manuel Student Union property. Violations of this policy, by any individual on Santos Manuel Student Union property, by any individual acting as a representative of the Santos Manuel Student Union while off Santos Manuel Student Union property or by any individual acting off Santos Manuel Student Union property when his or her actions affect the business interests of the Santos Manuel Student Union, will lead to disciplinary and/or legal action as appropriate.

Definitions

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

- Threats or acts of violence occurring on Santos Manuel Student Union premises, regardless of the relationship between the Santos Manuel Student Union and the parties involved in the incident.
- Threats or acts of violence occurring off Santos Manuel Student Union premises involving someone who is acting in the capacity of a representative of the Santos Manuel Student Union.
- Threats or acts of violence occurring off Santos Manuel Student Union premises involving an

employee of the Santos Manuel Student Union if the threats or acts affect the business interests of the Santos Manuel Student Union.

- Threats or acts of violence occurring off Santos Manuel Student Union premises of which an employee of the Santos Manuel Student Union is a victim if the Santos Manuel Student Union determines that the incident may lead to an incident of violence on Santos Manuel Student Union premises.
- Threats or acts resulting in the conviction of an employee or agent of the Santos Manuel Student Union, or of an individual performing services for the Santos Manuel Student Union on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate business interests of the Santos Manuel Student Union.

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

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

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

Enforcement

Any person who engages in a threat or violent action on Santos Manuel Student Union property may be removed from the premises as quickly as safety permits and may be required, at the Santos Manuel Student Union's discretion, to remain off Santos Manuel Student Union premises pending the outcome of an investigation into the incident.

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

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

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

Temporary and Permanent Restraining Orders

Any employee who applies for a temporary or permanent protective or restraining order which lists any Santos Manuel Student Union location as a protected area must provide to the Santos Manuel Student Union Administrative Office and University Police Department a copy of the petition and declarations used to apply for the order. Any employee who obtains a temporary or permanent protective or restraining order which lists any Santos Manuel Student Union location as a protected area must provide to the Santos Manuel Student Union Administrative Office and University Police Department a copy of the order. Such information will be kept confidential to the extent possible without compromising the safety and security of Santos Manuel Student Union employees and the Santos Manuel Student Union.

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

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

PERSONNEL POLICY

SUBJECT: Revisions to Personnel Policies and Benefits

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 1050

The Santos Manuel Student Union Board of Directors reserves the right to modify, supplement, rescind or revise personnel policies and benefits from time to time at its sole discretion, but only in writing and signed by an authorized Santos Manuel Student Union representative.

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

PERSONNEL POLICY

SUBJECT: Hiring Santos Manuel Student Union Employees from State Services

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 1100

When hiring Santos Manuel Student Union employees from state services, employees may transfer their accumulated sick leave, up to a maximum of 160 hours. The amount of vacation time transferred will be at the discretion of the Executive Director. Employees may also transfer the same type of sick leave, vacation and health insurance benefits they are receiving from the state at the time of transfer.

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

PERSONNEL POLICY

SUBJECT: Employee References

**REFERENCE: SMSU Personnel Policies Manual; SMSUPM 1101
CSU Human Resources Policy: Employment Policy Governing the Provision of
Employee References
California Civil Code 47(c) – Privileged Communications
California Labor Code Section 432.3 – Salary History Information
California Labor Code Section 1050 – Prohibition on Misleading Statements**

This policy governs how oral and written references or recommendation letters (referred to collectively as “references”) for current and former SMSU employees are provided to prospective employers.

1. References Requested by Third Parties

SMSU employees may provide references in two forms: official (on behalf of the University) or personal (in their personal capacity). Before providing any reference, the employee asked to do so must notify the Human Resource Manager, who will review and authorize the reference.

2. Official Letters of Recommendation

Before authorizing the release of an official letter of recommendation, the staff member must collaborate with the Human Resource Manager, who will review the personnel file of the employee for whom the reference is being requested.

Restrictions on Providing Official References

SMSU employees are prohibited from providing official references, either verbally or in writing, for current or former SMSU employees who:

- Are currently under investigation for misconduct or policy violations.
- Left SMSU while an investigation was pending.
- Have had their retirement benefits rescinded under The Public Employees' Pension Reform Act due to criminal misconduct related to their official duties.

In such cases, Human Resources will inform the third party of the CSU's employee reference policy and will only provide employment verification as detailed below.

3. Employment Verifications for Current or Former Employees

All employment verifications for current or former employees must be directed to Human Resources. The SMSU policy is to provide only minimal information for employment verification purposes. Human Resources will confirm:

- Job title(s).
- Dates of employment.

- Job duties.

Current or former SMSU employees may authorize the release of their salary information as part of the employment verification process.

4. Personal References

SMSU employees may provide personal references, but these references must clarify that they are given in an individual capacity and not on behalf of SMSU. Any reference made outside of Human Resources is considered personal and must be explicitly noted as such by the individual providing it.

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

PERSONNEL POLICY

SUBJECT: Dress Guidelines

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 1105

All employees are expected to maintain a standard of dress that is appropriate for the work they perform. Employees who may be called upon to meet the public must maintain a presentable image that is in keeping with professionalism and good taste in a business environment. Attire must comply with Health Department and safety code requirements where applicable.

Employees whose jobs require physical labor may wear suitable clothing which includes jeans, t-shirts and protective items such as hats or caps, appropriate footwear and, for those who work outside on a regular basis, shorts during the warmer months.

It is the responsibility of the immediate supervisor to enforce the dress code.

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

PERSONNEL POLICY

SUBJECT: Use of Employee Identification Cards

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 1110

Identification cards are issued to all management and non-management employees. Identification cards are issued to employees at no cost; however, employees may be required to pay for a lost card. Benefits of the identification card are as follows:

1. Borrowing books from the University library.
2. Use of University recreational facilities, except the Student Recreation and Fitness Center.
3. Used as a ticket to attend certain University programs.

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

PERSONNEL POLICY

SUBJECT: Use of State Vehicles

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 1115

Santos Manuel Student Union employees may not drive state of California vehicles.

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

PERSONNEL POLICY

SUBJECT: Staff Services Awards

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 1120

Certificates of service are awarded in recognition of the dedicated service and commitment that long term employees have provided to the Santos Manuel Student Union and the campus.

Eligibility:

Employees are eligible for a certificate suitable for framing, and/or other recognition items upon completing 5, 10, 15, 20, 25 years and for each 5 years of service thereafter.

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

PERSONNEL POLICY

SUBJECT: Arbitration Policy

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 1125

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

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

SUBJECT: Background Checks and Investigations

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 1130

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

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

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

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

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

PERSONNEL POLICY

SUBJECT: Drug and Alcohol Abuse

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 1135

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

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

The following are strictly prohibited by the Santos Manuel Student Union:

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

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

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

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

and controlled substances off the premises.

The Santos Manuel Student Union recognizes that many employees use prescription and over-the-counter medications. Medications brought to the workplace should be carried in their original containers. This policy does not prohibit employees from the lawful use and possession of prescription or over-the-counter medications. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Executive Director. The Santos Manuel Student Union reserves the right to transfer, reassign, and/or place on leave of absence any employee, or to take other appropriate action, during the time the employee uses medication that may affect the employee's ability to perform safely.

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

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

PERSONNEL POLICY

SUBJECT: Information Systems and Internet Policy

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 1140

The Santos Manuel Student Union's information systems and electronic resources, including but not limited to computers, voice mail, e-mail and access to the Internet and World Wide Web, are provided by the Santos Manuel Student Union for the use of the Santos Manuel Student Union and are to be reviewed, monitored and used only in the pursuit of the Santos Manuel Student Union's business. As a result, certain data is readily available to numerous persons. If, during the course of your employment, you perform or transmit work on the Santos Manuel Student Union's computers or other technical resources, your work may be subject to the review of others.

You may access only files or programs that you have permission to enter. Unauthorized review of files, dissemination of passwords, the creation or use of passwords not authorized by the Santos Manuel Student Union, damage to systems, removal of files, removal of programs or improper use of information contained in any software or other technical system or application may be grounds for disciplinary action, up to and including termination.

INSTALLING OR DOWNLOADING ANY SOFTWARE ON TO ANY COMPUTER WITHOUT EXPLICIT PERMISSION IS ABSOLUTELY PROHIBITED EVEN IF YOU PERCEIVE IT TO BE A BENEFIT TO YOUR WORK. SUCH PROGRAMS CAN INSTALL "SPYWARE" WHICH COMPROMISES OUR SECURITY AND PRESENTS OTHER SERIOUS PROBLEMS.

The following applies (as further elaborated below) to the use by employees of all of the Santos Manuel Student Union's information systems, including use of the Internet and World Wide Web, e-mail and voicemail systems, fax machines, computers, pagers, beepers, and any other communication or information-transmittal device:

1. The Santos Manuel Student Union's sexual harassment, non-discrimination and solicitation policies all extend to such use. Employees should not, for example, use sexually suggestive screen savers, download or disseminate pornographic materials, or transmit or receive e-mail messages that contain offensive or objectionable material that is sexual in nature.
2. Commercial use of any of the Santos Manuel Student Union's electronic communication systems that is not directly for the benefit of the Santos Manuel Student Union is prohibited.
3. The Internet and World Wide Web and any other communication device may not be used in a manner that infringes upon the patents, copyrights or licenses of others.
4. No electronic communication device may be used in a manner that infringes upon the rights of

others to proprietary, confidential or trade secret information.

5. Such devices may not be used for any competitive purpose or any purpose that creates an actual, potential or apparent conflict of interest.

The use of the Santos Manuel Student Union's information systems in any manner that may be disruptive, offensive to others or harmful to morale is specifically prohibited, including but not limited to the display or transmission of sexually explicit images, messages and cartoons, as well as the use of any ethnic slurs or communication that may be construed as harassment or disparagement of others. Such transmissions may be grounds for disciplinary action, up to and including termination. The use of the Santos Manuel Student Union's information systems to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations is strictly forbidden and is grounds for disciplinary action, up to and including termination. **Searches of the Santos Manuel Student Union's information systems may be conducted without advance notice in order to ensure that they are being used exclusively to facilitate transmittal of business-related information.**

Employees may not duplicate software programs. Any unauthorized duplication is grounds for immediate discipline, up to and including discharge. Employees may not keep any backup copies of work done for the Santos Manuel Student Union when they leave the Santos Manuel Student Union. If employees wish to keep samples of their work, they must obtain written permission from the Executive Director to download specific examples. Downloading may occur only in the presence of the Executive Director or his/her designee. Under no circumstances are employees allowed to keep copies of proprietary information, trade secrets, data or programs.

As an employee of the Santos Manuel Student Union, you are permitted to use the Santos Manuel Student Union's equipment for occasional, non-Santos Manuel Student Union-related purposes in accordance with Santos Manuel Student Union policy. However, no personal right of privacy of an employee exists in any information contained within or transmitted by the Santos Manuel Student Union's computers or voice mail or e-mail systems. Information contained on the Santos Manuel Student Union's voicemail and e-mail systems are subject to review; Santos Manuel Student Union management may override your voicemail, e-mail and computer passwords and review your messages or other data if deemed necessary in the best interests of the Santos Manuel Student Union.

The Santos Manuel Student Union may at any time in its sole discretion deny any employee access to sites or functions on any of its electronic or other communications equipment on a temporary or permanent basis.

Other Santos Manuel Student Union communications equipment such as cellular telephones, office telephones, modems and beepers are not to be used for illegal activities, non-Santos Manuel Student Union related business or in any way which would violate Santos Manuel Student Union policies or procedures. Bills and other documentation related to any type of Santos Manuel Student Union equipment are the property of the Santos Manuel Student Union and may be reviewed and used for

purposes the Santos Manuel Student Union considers appropriate.

Blogging

Definition: the word “blog” is a contraction of the words “web” (as in “World Wide Web”), and “log,” as in “diary” or “written account.” Blogging consists of the posting of writings or other content on a publicly available Internet site by an individual. The information posted is usually written comments, but can also be or include photographs, drawings, videos or any other graphic or audio information.

Use of Santos Manuel Student Union Resources: Santos Manuel Student Union property, including but not limited to internet access, computer hardware and software, may not be used by an employee for blogging without the express prior written consent of the Santos Manuel Student Union’s Associate Director for Operations or designee.

“Off-hours,” “off-campus” blogging: Except as permitted by law, no Santos Manuel Student Union employee may post by blogging, whether during working hours and in the office or elsewhere at any other time, comments that are:

- unlawfully discriminatory or harassing,
- unlawfully defames or disparages the Santos Manuel Student Union’s business, work product, or management,
- protected by the attorney/client privilege or work-product doctrine, or that
- reflects a lack of professionalism as a Santos Manuel Student Union employee.

If an employee is dissatisfied with any aspect of the Santos Manuel Student Union’s operation, the employee is encouraged to bring those concerns to the Executive Director, so that the concerns may be addressed. Employees have ethical and other obligations to keep confidential proprietary and other information about the Santos Manuel Student Union.

Penalty for violation: Employees violating this policy will be subjected to appropriate disciplinary action, which may include termination. Accordingly, employees who have questions or uncertainty about blogging are urged to consult with the Executive Director concerning the scope and application of this policy.

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

PERSONNEL POLICY

SUBJECT: Policy Overview

REFERENCE: SMSU Personnel Policies Manual; SMSUPM 1150

In lieu of any specific SMSU policy, the SMSU will as a general rule follow existing CSUSB policy where appropriate. In emergency situations, the Executive Director may invoke a temporary policy as needed, subject to review by the Policy and Procedures Committee at the first available opportunity.



California State University, San Bernardino
Santos Manuel Student Union

Statement of Receipt of and Adherence to Personnel Policies Manual

The Personnel Policies Manual contains important information about the Santos Manuel Student Union (SMSU). I understand that I should consult my supervisor regarding any questions I have about the manual.

I understand that this manual is not a contract of employment.

I have entered into my employment relationship with the SMSU voluntarily, and understand that according to these policies and my individual appointment letter, either the SMSU or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice.

The information and policies described herein are subject to change, and I acknowledge that revisions to the manual may occur. Any such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I further agree that if I remain employed with the SMSU following any modifications to the manual, I thereby accept and agree to comply with such changes.

By signing below, I signify that I have received, have read and will comply with all SMSU policies and procedures as detailed in the SMSU Personnel Policies Manual. I understand that this form will be retained in my personnel file.

Signature of Employee

Date

Employee's Name

Executive Director's Signature

Date