

# **The University Corporation**

## **Employee Handbook**

**ISSUED: January 3, 2023**

## ***Welcome to The University Corporation (TUC)!***

It is a pleasure to welcome you to TUC. We wish you every success here.

TUC (formerly the California State University Foundation, Northridge) was established in 1958, when San Fernando Valley State College separated from California State College at Los Angeles to become California State University, Northridge (the ‘University’). An independent auxiliary, TUC serves the University by engaging in activities that further its educational mission, fosters excellence in its programs, and help implement its goals. TUC’s main activities include:

### ***The Campus Store***

TUC’s primary retail operation provides digital and non-digital textbooks, general books, computers, supplies and CSUN branded gifts and clothing to the University and community at large. The Campus Store is currently operated by a third-party provider, Follett Higher Education Group, one of the country’s leading college retailers.

### ***Food Services***

TUC’s Foodservices provides convenient, quality and reasonably-priced meals at various locations throughout campus. The food units include popular franchises such as Subway, Panda Express, Sambazon and El Pollo Loco. Foodservices is currently operated by a third-party provider, Chartwells Higher Education Group.

In all cases, TUC manages and closely monitors the quality and the services provided by the two third party providers.

### ***Real Estate***

Through its Real Estate Fund, TUC makes strategic real estate purchases for the University’s long-term needs.

TUC leases to faculty/staff 33 spacious, well-maintained reasonably-priced College Court Townhome units and nine (9) single family homes near campus. TUC owns two open land parcels near the campus for future development.

TUC manages and helps develop the land of the North Campus Development Corporation (NCDC) to further serve the University’s faculty and staff housing needs. TUC owns an off campus commercial building near campus which is currently occupied by CSUN centers and the Foundation.

### ***Sponsored Programs***

Federal, state and other research grants awarded to faculty or staff, as well as contracts and community-oriented programs are administered by TUC.

### ***University Licensing***

TUC manages the licensing of CSUN logos and trademarks, as well as the contractual arrangement associated with the rental of all campus grounds and facilities for commercial filming, special events and cellular sites.

### ***Investments***

TUC maintains a significant investment portfolio including a portfolio managed by CSUN Finance students to help them gain real-life hands on investment experience.

### ***Endowments***

TUC endowments provide grants for faculty research, student research, and innovative teaching development. TUC provides scholarships for CSUN students and textbook discounts to many University scholarship recipients.

We believe that every employee contributes directly to TUC's growth and success. We hope you will take pride in being part of our team and that you find working at TUC rewarding.

Rick Evans, Executive Director

## **1. INTRODUCTION**

### **1.1 Mission Statement**

The mission of TUC is to provide services and solutions that address the needs of California State University, Northridge; to support the academic, research and creative endeavors of its students, faculty and staff; and to enhance the quality of campus life.

By fostering learning and professional development, TUC empowers its staff to be proactive and resourceful in order to achieve the highest standard of customer service to the University community.

### **1.2 About This Handbook**

This Employee Handbook will familiarize you with TUC's philosophy, guidelines, policies and employee benefits and assist you in finding the answers to questions that you may have. Please read it carefully and keep it for future reference. This Handbook is *not* intended to create a contract of employment, express or implied, or to modify the rights of TUC and you to terminate employment at will at any time for any reason.

This Handbook replaces all prior handbooks, manuals, and policies. This Handbook cannot answer every question, anticipate every situation, or set forth every TUC policy. Owing to ongoing changes in applicable governmental regulations and the needs of our organization to retain necessary operational flexibility in the administration of policies and procedures, TUC reserves the right to modify, rescind, delete, or add to any of the provisions of this Handbook, except for the policy of at-will employment. Your immediate supervisor will be a major source of information, although we also encourage you to seek clarification of any policy or procedure by discussing it with your supervisor, or with the Associate Director of Human Resources. We welcome your interest and we will do our best to give you a prompt response.

## **2. EMPLOYMENT RELATIONSHIP**

### **2.1 Equal Employment Opportunity**

TUC is committed to a policy of equal employment opportunity with regard to an individual's race, color, creed, sex, gender, gender identity, gender expression, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, and sexual orientation, or any other status protected by federal, state or local laws. TUC's policy of equal employment opportunity applies to all employees and applicants for employment, and it applies to all aspects of employment, including recruitment, hiring, training, compensation, benefits, promotion, transfer, reassignment, discipline and termination. It is the duty of every employee to help maintain a work environment that promotes these policies.

With regard to qualified individuals with a physical or mental disability, TUC will make reasonable accommodations for the known physical or mental limitations of a qualified individual with a disability who is an applicant or an employee unless undue hardship would result. Any applicant or employee who requires an accommodation to perform the essential functions of the job should contact the Associate Director of Human Resources and request such an accommodation. The individual with the disability should specify what accommodation they need to perform the job. TUC then will investigate to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform their job. TUC will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, TUC will endeavor to make the accommodation.

If you have a question or a concern about discrimination in the workplace, you should bring your concerns to the attention of your supervisor, the Associate Director of Human Resources, or the Executive Director. You may raise such concerns without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### **2.2 Harassment Prohibited**

TUC is committed to providing a work and educational environment that is free of sexual harassment, as well as other unlawful harassment based on such factors as race, color, creed, sex, gender, gender identity, gender expression, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, and sexual orientation, or any other status protected by federal, state or local laws. In keeping with this commitment, TUC maintains a strict policy that prohibits unlawful harassment of employees, applicants, unpaid interns, volunteers, and by managers, supervisors, or co-workers, and unlawful harassment of students by any TUC employee. Visitors to the campus, and workers employed by the University, by other auxiliaries, or by other public or private organizations engaged in business with TUC, are expected to comply with this policy. The purpose of this policy is to: (1) familiarize TUC employees with the definition of unlawful

harassment and the forms it can take; (2) confirm that unlawful harassment will not be tolerated and is contrary to the standards of conduct expected and required of TUC employees; and (3) make clear that employees who engage in unlawful harassment are subject to possible disciplinary action which may include discharge. TUC also provides regular training to all employees regarding this policy.

### ***Definition of Harassment***

For the purposes of this policy, unlawful harassment means harassment on the job that is in fact prohibited by provisions of state or federal law applicable to TUC at the time the harassment occurs. Subject to this general definition, unlawful harassment may include unwelcome verbal, physical or visual conduct that unreasonably interferes with an employee's or student's performance or that creates an intimidating, offensive or hostile working or educational environment. This may occur where:

1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment or education.
2. Submission to or rejection of the conduct by the individual is used as the basis of employment or educational decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile or offensive work or educational environment.

Under most circumstances, harassment refers to the type of conduct that is pervasive, repetitive, and that is sufficiently severe to alter the conditions of an employee's employment or a student's education or employment. It also may refer to a single incident that is sufficiently outrageous or harmful, in and of itself, that it substantially alters the conditions of an employee's employment or interferes with that individual's ability to perform job related responsibilities.

Employees should not confuse harassment with supervision. Supervisors have the right and responsibility to define the job that they want an employee to perform, as well as the manner in which an employee must perform that job. Thus, close supervision of an employee (which includes, but is not limited to counseling and warnings about job performance, inappropriate conduct, or other performance issues) is not considered to be an example of unlawful harassment.

### ***Examples of Harassment***

Harassment may take many forms and will vary with the particular circumstances. Examples of unlawful sexual harassment prohibited by this policy may include, but are not limited to, the following: unwanted flirtations, advances and/or propositions of a sexual nature; deprecating remarks, insults, humor, jokes and/or anecdotes that belittle or demean an individual's body or clothing; unwelcome and/or offensive displays of sexually suggestive objects or pictures; unwelcome and offensive touching, such as patting, pinching, hugging or intentional brushing against an individual's body; sexual assault; and/or suggestions that submission to or rejection of sexual advances will affect decisions regarding such matters as an individual's work assignments, status, salary, benefits or other terms or conditions of employment.

Conduct that is part of a consensual relationship is not considered harassment. Nevertheless, a prior consensual relationship does not permit subsequent unwelcome or unwanted harassment. Sexual harassment also can occur between employees, applicants, interns, or volunteers of the same or different genders. It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females.

### ***Reporting and Complaint Procedure***

Employees, applicants, interns, volunteers, and students are encouraged to report incidents of inappropriate or unwelcome conduct whenever it occurs, and are not required to wait for the conduct to be repeated or to worsen. Any incident of unlawful harassment by any TUC employee or any other person conducting business with TUC should be reported promptly to the employee's supervisor or manager and/or to the Associate Director of Human Resources, who will arrange for an investigation of the matter. Managers who receive complaints or who observe harassing conduct are required to immediately inform the Associate Director of Human Resources. An employee or student may contact TUC Human Resources directly and is not required to complain first to their supervisor.

All complaints of unlawful harassment are taken seriously, and are promptly and objectively investigated. For example, an investigation may include interviews of individuals who might have information pertaining to the alleged harassment. If TUC begins an investigation, the investigation will be kept confidential to the extent possible, including the names of complaining employees and witnesses. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. TUC will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action.

When the investigation has been completed, TUC will normally communicate the results of the investigation to the complaining employee or student, to the alleged harasser and, if appropriate, to others who are directly involved. If TUC's policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

### ***No Retaliation***

It is the obligation of all employees to cooperate fully in the investigation process. Disciplinary action may be taken against any employee who is uncooperative or who attempts to discourage or prevent an employee from using TUC's complaint procedure to report unlawful harassment. Retaliation by a TUC employee against any individual who makes a complaint of unlawful harassment is strictly prohibited. Similarly, any person who participates or cooperates in any manner in an investigation or any other aspect of the process described herein shall not be retaliated against. Retaliation is itself a violation of this policy and is a serious offense. Complaints regarding allegations of reprisal should be immediately brought to the attention of the Associate Director of Human Resources.

### ***Corrective Action***

If unlawful harassment of or by a TUC employee, applicant, intern, volunteer, or student is established, TUC will take remedial and corrective action that is reasonably calculated to stop

the harassment. In cases in which the alleged harasser is not an employee or student, TUC will act to minimize the recurrence of any unlawful behavior.

Discipline that TUC or the University may impose on employees for behavior that violates this policy (or for other unprofessional conduct by a TUC employee) may include, but is not limited to, reprimand, mandatory attendance at an unlawful harassment training program, suspension, demotion, or dismissal. Unlawful harassment by non-employees may result in restricting the harasser's access to all TUC offices and operating units.

### ***Additional Information***

In addition to TUC's internal complaint procedure, employees may also contact the Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH) to report unlawful harassment. EEOC and DFEH serve as neutral fact-finders and will attempt to assist parties to voluntarily resolve their disputes. For more information contact the Associate Director of Human Resources or the nearest EEOC or DFEH office.

## **2.3 Nature of Employment**

Employment with TUC is at-will. This means that the employment relationship may be terminated at any time with or without cause and with or without prior notice by either you or TUC. Every aspect of the employment relationship with TUC is subject to TUC's policy of at-will employment. TUC reserves its inherent authority to manage and control its business enterprise and to exercise its discretion to determine all issues pertaining to employment, including but not limited to all matters pertaining to promotion, salary, job assignment, size of workforce, demotion, transfer, discipline, or any other term or condition that TUC may determine to be necessary for the safe, efficient, and economic operation of its business. Nothing in this Handbook or in any other policy statement shall limit the right of TUC to terminate employment at-will. No department manager, supervisor or employee of TUC has any authority to make any promise or representation, or otherwise to enter into any binding agreement that is contrary to this policy or which alters in any way an employee's at-will status. Only TUC's Executive Director has the authority to alter the employment at-will status of any employee, and then only in writing signed by the employee and Executive Director.

## **2.4 Conflicts of Interest**

TUC employees are expected to represent TUC in a positive, ethical, and loyal manner. TUC is concerned about conflicts of interest between TUC and its clients and vendors, and between TUC and its employees. While you are employed with us, TUC is entitled to your undivided loyalty. That means that you have an obligation to avoid both actual and potential conflicts of interest with TUC and its clients and vendors. An obvious example of a conflict of interest would be engaging in, or preparing to engage in a business that competes with TUC's business. Other obvious conflicts would occur if you or your close relative accepted a gratuity, gift or premium from a vendor, who seeks to do business with TUC, or where a TUC project, department, or

agency enters into a business relationship with an entity that is substantially owned or operated by a TUC employee or their relative.

As a TUC employee, you should not directly or indirectly engage in any conduct that is disloyal, disruptive, competitive, or damaging to TUC, either on or off the job. For example, employees should not accept employment outside TUC if that employment is to be conducted during the hours that the employee is working for TUC, or if such employment conflicts with the effectiveness of the employee's work for TUC. Furthermore, employees should not utilize TUC information or services for their personal use, nor should they engage in activities that are unrelated to TUC work during working hours.

Additionally, materials, products, designs, plans, ideas, files, techniques, procedures, research, computer programs, formulas, patterns, methods, models, films, audio tapes, specifications, processes, strategies, bids, proposals, financial information, customer lists, inventions, discoveries, films, tapes, programs, drawings and other data of this organization are the property of TUC and should not be used for personal gain or given to an outside firm or individual except through regular channels and with appropriate authorization by TUC management. Any transfer of material or disclosure of information, even if it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct.

TUC annually designates employees who are required to file Statements of Economic Interest. Designated employees are to review disclosure categories and complete a Statement of Economic Interests and relevant schedules. Disclosure should include personal economic interests that could be significantly affected through the exercise of official duties by the designated employee.

Any employee found to be in violation of TUC's conflict of interest policy will be subject to discipline, up to and including immediate termination. If you have any questions as to whether any action you take may constitute a conflict of interest or violation of this policy, you should speak to your supervisor or to the Associate Director of Human Resources immediately.

## **2.5 Gifts**

All TUC employees must use the highest standards in making decisions, placing both themselves and TUC in the best possible light. One should avoid any action that is not verifiable or that could be interpreted as dishonest.

Under such a high standard, receiving "income" is not limited to cash gifts. Income may include any salary, wage, advance, dividend, interest or rent. It may include proceeds from a sale, a gift, loan, forgiveness or payment of a debt, reimbursement for expenses, per diem or contribution to an insurance or pension program paid by any person or entity other than TUC. Under this standard, gifts including real or personal property, guest accommodations or recreation are considered personal income.

Meals may be paid by a company or vendor when the meeting is to conduct business. While attending trade shows, conferences or similar functions, TUC employees should use good judgment regarding entertainment provided by vendors.



Promotional gifts, sample merchandise or prizes from vendors should be shared with others in the organization or raffled off in a drawing for all employees. Employees must use proper channels approved by TUC to order and pay for merchandise. Employees should discuss questionable situations with their supervisors. If ever in doubt as to whether or not a decision may be interpreted as unethical, employees should always choose to place themselves and TUC in the best possible light.

## **2.6 Confidentiality**

It is the policy of TUC to ensure that the operations, activities and business affairs of TUC, its employees, customers, suppliers and vendors are kept confidential and divulged only to individuals within TUC with both a need to know and authorization to receive such information. Confidential information obtained through employment with TUC may not be used for the purpose of furthering either current or future outside employment or for obtaining personal gain or profit. If, during the course of your employment, you acquire confidential or proprietary information about TUC, its employees, independent agents, or clients, such information is to be handled in strict confidence and may not to be discussed with anyone not employed with TUC. Employees are also responsible for the internal security of such information. If you are in doubt as to whether certain information may be divulged, you should not disclose the information. If you have any questions, you should discuss them with your manager.

All records and files maintained by TUC are confidential and remain the property of TUC. Records and files are not to be disclosed to any outside party without the express permission of the Executive Director. Confidential information includes, but is not limited to: financial records; business, marketing, and strategic plans; personnel and payroll records regarding current and former employees; the identity of, contact information for, and any other account information on customers, vendors, and suppliers; inventions, programs, trade secrets, formulas, techniques, and processes; and any other documents or information regarding TUC's operations, procedures, or practices. Confidential information may not be removed from TUC premises, or employee's main work site without express authorization. For those employees who work remotely, appropriate measures need to be taken to protect and secure confidential information. Further details can be found in the Remote Work Policy.

Employees who violate this policy of confidentiality are subject to disciplinary action, up to and including, termination of employment. TUC reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

## **2.7 Media Contacts**

All media inquiries regarding TUC and its operations must be referred to the Executive Director. Only the Executive Director is authorized to make or approve public statements pertaining to TUC or its operations. No employee, unless specifically designated by the Executive Director, is authorized to make statements to the media on behalf of TUC. Any employee who would like to write and/or publish an article, paper, or other publication on behalf of TUC must obtain approval from the Executive Director before publication.

## **2.8 Open Door Policy**

TUC promotes ongoing open communications between its employees and management. We believe that good communication is essential to the well-being of TUC as an organization. When left unresolved, questions, problems or concerns negatively impact the work environment. If you have a question, concern, or problem of any kind, you are urged to bring it immediately to the attention of your supervisor. If you believe that your immediate supervisor is not the appropriate person with whom to raise the concern, you may discuss your concern with any manager, TUC Human Resources Department, or the Executive Director without fear of reprisal.

## **2.9 Complaint Resolution Procedure**

TUC Management encourages you to bring questions and concerns regarding wages, hours, working conditions, or core values to our attention. It is every employee's responsibility to report the display or suspicion of unethical or inappropriate conduct. Also, any employee who witnesses or is subject to inappropriate conduct in the workplace may complain to a supervisor, manager, TUC's Human Resources Department or the Executive Director.

We will consider questions and concerns in our continuing effort to improve operations and communications. Employees may raise concerns and make reports without fear of reprisal.

If there is anything bothering you about your job, get it out in the open and talk about it. Discuss it frankly with us and we will do everything we can to help you remedy the situation. Your complaint will be handled in an open and fair manner.

If you feel you have a problem, you should present the situation to your immediate supervisor. Your immediate supervisor knows you and your job best. Past situations have shown that most problems can be settled by simple examination and discussion of the facts at this level. However, if your complaint involves your supervisor, or if you are not satisfied with your supervisor's response, or if for any reason you do not wish to bring the problem to your supervisor's attention, you may present your concern to your Department Head or to the Associate Director of Human Resources.

Finally, if your problem is still not solved to your satisfaction, you may contact the Executive Director. All complaints will be discussed, reviewed and investigated in a confidential manner. In addition, we wish to assure you that you will not be retaliated against in any manner for the use of the Complaint Resolution Procedure.

# **3. WORKING AT TUC**

## **3.1 Employment Categories**

The following employment categories have been established:

***TUC Staff Employee.*** A person appointed to a TUC position, which is not funded by any grant, contract or gift. TUC staff employees are under the direction or supervision of the Executive Director or an executive employee.

***Foundation Employee.*** A person appointed to a TUC position, which is funded by the stateside through a foundation account.

***Grant Funded/Sponsored Program Employee.*** Sponsored Program employees include those employees appointed to projects funded by a contract, or grant. Many of the terms and conditions of employment for Sponsored Program employees are set forth in the contractual agreement with the funding agency.

***Project Director.*** Project Directors are designated by TUC and/or the University to serve as the principal investigator and/or as the person primarily responsible for the conduct of a sponsored program. A Project Director may be a faculty member, a Sponsored Program employee or a University employee.

***Temporary Employee.*** A temporary employee has an appointment with a fixed expiration date, which may coincide with budgetary timeframes, and may be terminated or modified at any time.

***Student Assistants.*** Student Assistants are those employees who regularly attend classes at the University and otherwise meet the eligibility requirements to be a TUC Student Assistant. Student Assistants are paid at an hourly rate and may be exempt from paying Social Security and Medicare taxes during the academic year. They do not qualify for TUC benefits. Student Assistants are appointed to the Student Assistant Classification and work up to 20 hours per week when school is in session. A Student Assistant's time base may be increased to full-time when classes are not in session.

***Volunteers.*** Volunteers are persons who perform work or provide services for TUC without compensation. A volunteer employee is not eligible for benefits, although they may be covered by workers' compensation.

In addition to the above-listed categories, employees are also classified as either exempt or non-exempt for the purpose of overtime compensation. (See 3.8 Overtime Pay)

***Non-Exempt:*** Employees in non-exempt positions are entitled to receive overtime pay when they work overtime hours.

***Exempt:*** Employees in exempt positions are not entitled to receive overtime compensation.

## **3.2 Hours of Work**

Generally, TUC is open for business from 8:00 a.m. to 5:00 p.m., Monday through Friday. TUC's regular workweek is Sunday through Saturday, beginning at 12:01 a.m. on Sunday morning and ending at 12:00 a.m. the following Saturday night. Most employees are assigned a work schedule and are expected to begin and end their workday in accordance with their

schedule. Daily and weekly work schedules may change from time to time at the discretion of TUC management to meet business needs.

TUC retains the right to vary work schedules according to its needs; employee work schedules may vary throughout the organization. Your work schedule will be determined by your supervisor.

### **3.3 Meals and Rest Breaks**

All employees in non-exempt positions are authorized and shall take one 10 to 15-minute rest break for every four hours worked or major portion of each four hours as scheduled by their supervisor. Rest breaks cannot be combined with another rest break or meal period. This rest break cannot be taken at the beginning or end of a shift and if the work day permits should be taken during the middle of the work period. Rest breaks are counted as time worked.

All employees in non-exempt positions are required to take at least a 30-minute meal period when working more than five hours in a work day and must begin taking their meal period before the employee has worked five hours. Employees who work no more than six hours in a work day may waive their meal period. Employees in non-exempt positions who work in excess of 10 hours in a work day are required to take a second unpaid meal period of at least 30 minutes and must begin taking their second meal period before the employee has worked 10 hours. Employees who work in excess of 10 hours but who took their first meal period may waive their second meal period. Meal periods are not counted as time worked.

### **3.4 Attendance and Punctuality**

TUC expects employees to report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden your fellow employees and TUC. Attendance is *essential* to teamwork and to providing high quality service.

#### ***Absences***

TUC needs your cooperation to properly cover your job in the event of your absence.

1. For absences that can be predicted, you should schedule your absence 30 days in advance with your immediate supervisor.
2. For absences that cannot be predicted, such as absences due to illness, you are required to report your absence to your immediate supervisor by your scheduled start time. Only under emergency circumstances should someone call in for you to report your absence.

If you are absent due to illness for three consecutive days or more, TUC reserves the right to require a doctor's certificate before you return to work.

Simply notifying your supervisor that you will be absent or tardy does not necessarily mean that the absence or tardiness is excused. An employee who fails to report to work without notification to the employee's supervisor for three consecutive days will be

considered to have voluntarily terminated employment with TUC as of the first day of the unreported absence.

Excessive absenteeism is a serious performance issue. Excessive absences and failures to report absences on a timely basis may result in discipline, up to and including possible termination. You also may be subject to discipline whenever your attendance shows a suspicious pattern of absences. For example, absences adjacent to holidays and weekends are suspect, as are repeated absences on the same day of the week. In considering whether an employee's absences are suspicious or excessive, TUC will consider the pattern of absences, the reason(s) offered for the absences, and all other surrounding facts and circumstances.

### ***Tardiness***

All employees are required to be at work and ready to begin working at the beginning of their specified work time. Employees also must be ready to resume work on time after authorized rest and meal periods. Employees will be tardy when they arrive to work after the beginning of their scheduled work time. Arrive to work after the beginning of their scheduled work time.

If you expect to be tardy on a work day, you must notify your supervisor as soon as possible that you will be late. You must speak directly to your supervisor and state when you expect to report for work. All employees are expected to plan for traffic and weather problems and to allow for extra time to commute to work.

Excessive tardiness is a serious performance issue and may result in discipline, up to and including immediate termination. Tardiness is considered excessive if you are frequently or unnecessarily late, or if you demonstrate a suspicious pattern of tardiness. In determining whether an employee's tardiness is excessive, TUC will consider the pattern of tardiness, the reason(s) offered, and all other surrounding facts and circumstances.

## **3.5 Time Keeping**

Time sheets are used as a means of accurately recording hours worked and calculating pay. All TUC employees will be paid for all work performed and they must submit a time sheet semi-monthly according to the Annual Payroll Schedule. All employees are required to report absences from work such as vacation, holidays, or other leaves of absence. Time sheets must be received in a timely fashion.

Employees in non-exempt positions are required to record the time they start work, leave for lunch, return from lunch, and leave at the end of the day. Employees in exempt positions are not required to record their start and stop times but must list their "exceptions" for each pay period. Exceptions may include, but are not limited to, vacation, sick, personal holiday and holidays.

Accuracy is important since hourly wages and benefits are calculated on the basis of the time recorded. Employees are responsible for ensuring the accuracy of their own time sheets. Altering, falsifying, or tampering with a time sheet may result in disciplinary action, up to and

including immediate discharge. *IT IS STRICTLY FORBIDDEN TO TAMPER WITH ANOTHER EMPLOYEE'S TIME SHEET.*

### **3.6 Performance Evaluations**

TUC believes that employees should be given the opportunity to demonstrate their abilities and continually improve their job performance. Performance evaluations are provided on an annual basis, and may be conducted at any time to provide both you and your supervisor the opportunity to discuss your job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. Where performance problems exist, TUC will endeavor to notify an employee about their deficiencies. Such notification is an opportunity for the employee to improve. At the same time, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or even continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions and demotions, are approved by the Executive Director.

In addition to formal performance evaluations, TUC encourages you and your supervisor to discuss your job performance on an ongoing basis.

### **3.7 Payment of Wages**

All TUC employees are paid based on the Annual Payroll Schedule which is available on the TUC website.

### **3.8 Overtime Pay**

From time to time or as necessary, you may be required to work overtime. Employees in non-exempt positions will be paid one and one-half times their regular rate for all hours worked in excess of eight hours in a work day, over 40 hours in a work week, or for the first eight hours on the seventh consecutive day of work in a work week. Employees in non-exempt positions will be paid two times their regular rate for all hours worked in excess of 12 in a work day, or in excess of eight on the seventh consecutive day of work in a work week. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted. Compensatory time off in lieu of overtime is prohibited by TUC. Employees in exempt positions are not entitled to overtime pay.

Overtime must be requested and approved in advance by a supervisor/manager. In some instances, a particular contract or grant does not permit the charging of overtime pay and, as a result, overtime work should be avoided. The Executive Director may authorize the use of other funds in those instances where the Executive Director determines that the scheduling of overtime is absolutely essential. Working overtime without prior authorization may result in disciplinary action.

### **3.9 No Pay Advances**

Neither pay advances nor extensions of credit against unearned wages will be provided to employees..

### **3.10 Pay Corrections**

TUC takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of TUC Payroll Department so that corrections can be made.

If underpayments are identified, the employee's next regular paycheck will be adjusted to include the corrected amount and any back pay due the employee. Overpayments will also be corrected in the next regular paycheck unless this presents a burden to the employee such as when a substantial amount is owed. In that case, TUC will attempt to arrange a schedule of repayments with the employee to minimize the inconvenience to the employee and TUC.

### **3.11 Automatic Direct Deposit**

Many TUC employees enjoy the benefits of direct deposit. By completing and submitting the appropriate authorization form to TUC Payroll Department, TUC will automatically deposit the net amount of the employee's check into the bank or other designated financial institution account designated by the employee. Deposits will reach the designated institution on or before scheduled paydays. Employees should ensure that the designated institution is capable of accepting electronic transfers. Employees may access their check stub online through TUC's payroll vendor. Employees who choose direct deposit should be aware that individual bank and Federal Reserve procedures could occasionally affect the posting date of their payroll deposit.

### **3.12 Wage Garnishments**

Garnishments are court orders requiring an employer to remit part of an employee's wages to a third party in payment of various debts, including taxes, child support, alimony, loans, mortgages, etc. Anyone may receive a garnishment regardless of economic resources. For example, an individual may simply be contesting a debt and refusing to pay. Nevertheless, garnishments cause considerable paperwork and expense for TUC.

TUC strongly encourages employees to work out financial problems before wages are garnished.

### **3.13 Employee Records**

TUC keeps records concerning your employment, so it is important that your personnel records are accurate and up to date. When you were hired, you provided us with certain information about yourself, and it is important that this information remain current because it enables us to reach you in an emergency, to maintain your benefits properly, and to compute your payroll deductions. Please notify TUC Human Resources Department immediately of any change in your name, address or telephone number, marital status, number of dependents, beneficiary or

dependents listed on your insurance policy, or any change in the person that you want us to notify in case of an emergency.

### **3.14 Business Expense Reimbursement**

Employees are reimbursed for reasonable expenses that are incurred as the direct result of an employee performing their job duties. These expenses may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage in accordance with TUC's Travel Policy. All expenses incurred should be submitted to TUC Accounting, with original receipts, within 30 days of the date of the expenditure. Employees are expected to exercise restraint and good judgment when incurring expenses, and should contact their supervisor before incurring an expense. For more information or questions on this policy please see the TUC Accounting Department.

### **3.15 Lactation Accommodation Policy**

TUC will provide any employee with a location and reasonable break time to express milk in private. If an employee requires a location and time to express milk, please contact your manager or TUC Human Resources and the appropriate arrangement for a location that is private, comfortable, and free from intrusion during lactation will be provided. Management will work with the employee on a schedule that allows the employee to take reasonable breaks for lactation.

Advanced notice is requested so that the appropriate arrangements can be made. If an employee's request for a location or break time to express milk can't be accommodated, a written response explaining the reasons for that decision will be provided. If an employee believes that TUC has not complied with a lactation accommodation requirement, please inform Human Resources so that the situation can be resolved. Otherwise, an employee may file a complaint with the Labor Commissioner.

## **4. BENEFITS**

All employees are covered by Social Security, workers' compensation, state disability and unemployment insurance. TUC provides a range of other benefits to eligible employees. Eligibility for TUC benefits is determined by the Executive Director based on many factors, including employee classification and time base. TUC Human Resources Department will inform you of the programs for which you are eligible.

### **4.1 Summary of Health & Other Benefits**

**Medical Insurance:** Eligible employees may enroll in TUC's medical insurance plan through California Public Retirement System (PERS) during the first 30 working days of employment. Complete details of TUC health benefit plans are described in separate materials, which may be obtained from TUC Human Resources.



**Dental Plan:** Eligible employees may enroll in TUC's dental insurance plan through Delta Dental during the first 30 working days of employment. Complete details of TUC health benefit plans are described in separate materials which may be obtained from TUC Human Resources.

**Vision Plan:** Eligible employees may enroll in TUC's vision insurance plan through VSP Insurance during the first 30 working days of employment. Complete details of TUC health benefit plans are described in separate materials which may be obtained from TUC Human Resources.

**Term Life Insurance:** Employees in benefited positions are covered by the Group Life Insurance Policy maintained by TUC. Life insurance coverage is subject to the terms and conditions of the Group Life Insurance Policy. TUC pays for the term life insurance. Complete details of this benefit are described in separate materials which may be obtained from TUC Human Resources.

**Retirement Plan:** TUC contributes to this plan based on a formula and an employee's monthly contributions. Complete details of the retirement plan, including the waiting period for enrollment and vesting are described in separate materials which will be provided to you at your request or when you become eligible for this benefit.

**Contributions for Health Insurance for Retired Employees:** Eligible employees for continued coverage under TUC health plan in retirement are full time employees who meet all of the following requirements:

- Are funded by TUC as well as post award administration (Dept #24100 and #24150) and Licensing Manager and Coordinator (Dept #27200) or who were hired before July 1, 2017 and had 10 years of service as of March 1, 2018 \* and
- Retire with the requisite years of service as defined in the scale below and
- Are enrolled in TUC's health plan for at least a year prior to the date of retirement and
- Have contributed to the 403b retirement plan.

\*Employees (who were hired after July 1, 2017 or have less than 10 years of service as of March 1, 2018) funded by a direct grant and contract fund, Agency fund, Foundation fund, or by the campus licensing trust fund (liaison and event staff positions) are excluded from this policy.

*Scale:* Age 65 with 10 years of service as a full-time employee  
Age 62 with 15 years of service as a full-time employee  
Age 60 with 20 years of service as a full-time employee

TUC will pay the same employer contribution for retirees as for active employees. An employee, or an employee's spouse or domestic partner, not enrolled in TUC's health plan at the time of retirement will not be able to enroll or receive the employer's contribution at any time during retirement. In the event of the death of a retired employee, a surviving spouse or domestic partner, enrolled in TUC's health plan at the time of death, will continue to be covered by such plan if permitted by insurer. If not

permitted, TUC will reimburse the surviving spouse the employer's normal contribution with proof of other coverage and payment thereof. A retired employee or surviving spouse or domestic partner enrolled in TUC's health plan at retirement, who moves outside of the plan's service area will no longer be covered by such plan. In this event, should the employee or spouse wish to obtain other health coverage, TUC will pay the employee or surviving spouse or domestic partner the employer's normal contribution with proof of coverage. Payment will be coordinated through TUC Payroll Department. This benefit extends to the retired employee and spouse or domestic partner only. TUC can, in special cases, determine other qualifications for this plan.

**Tax Sheltered Annuity:** Eligible employees may participate in a tax-sheltered annuity through payroll deductions. Complete details of this program are described in separate materials which will be provided to you at your request or when you become eligible for this benefit.

**Workers' Compensation:** All employees are covered by workers' compensation insurance. The full cost of workers' compensation insurance is borne by TUC. The purpose of Workers' Compensation is to assist employees who have suffered a job-related injury or illness. Please contact your supervisor and TUC Human Resources immediately if you are injured on the job or incur a work-related illness and seek medical treatment and follow-up care as required.

**Unemployment Insurance:** All employees are covered by unemployment insurance, which provides payment to an eligible individual who is unemployed, physically able to work and available to accept and actively seek employment as directed. TUC pays the entire premium for this insurance for our employees.

**State Disability Insurance:** All employees are covered under the state disability insurance plan, which provides benefits in the event you need to miss work due to a non-work-related accident or illness. A small percentage of your wages will be deducted each pay period for disability insurance. Benefits will begin from the first day you are hospitalized or after the seventh day of illness or accident if you are not hospitalized. You must file a claim with the State of California to receive this benefit.

**Social Security:** Employees of TUC are covered by Social Security benefits. Social Security costs are borne by both the employee and TUC.

## 4.2 Holidays

TUC observes the same holidays as the University. To qualify for holiday pay, eligible employees must be employed and on paid status with TUC on the date that the holiday is observed, per the University's academic calendar. Paid status is defined as performing work or taking paid leave any time during the pay period.

Holiday pay will be paid on a pro rata basis to eligible employees who are regularly scheduled to work fewer than eight hours per day. Employees must report all holidays on their time sheets.

The following days are observed as holidays, although they may be observed on a different date, per the University’s academic calendar: New Year’s Day; Martin Luther King Jr.’s Birthday; Lincoln’s Birthday; Washington’s Birthday; Cesar Chavez’s Birthday; Memorial Day; Juneteenth; Independence Day; Labor Day; Admission Day; Indigenous Peoples’ Day; Veterans’ Day; Thanksgiving Day; Christmas; and other days designated by the Governor as public holidays.

To receive holiday pay, employees in benefited positions must be regularly scheduled to work on the day on which the holiday is observed and must work their regularly scheduled work days immediately preceding and immediately following the holiday unless a paid leave of absence on either day is approved in advance by the supervisor. ***If you are ill on the workday before or after the holiday, a doctor’s note will be necessary to be paid for the holiday.***

Some situations may arise whereby it will be necessary for an employee to work on a scheduled holiday. Prior approval from your supervisor must be obtained before any TUC employee works on a scheduled holiday. If a non-exempt employee is approved to work on a scheduled holiday and is eligible for holiday pay, the employee is to be compensated for both the holiday and the actual hours of work at the employee’s regular rate of pay.

### 4.3 Vacation

Vacation benefits begin to accrue for eligible employees immediately upon commencement of employment with TUC. Employees in benefited positions who are regularly scheduled to work 40 hours or more per week accrue paid vacation as follows:

Years of Service	Monthly Accrual	Semi-Monthly Accrual	Maximum Accrual Allowed
1 month to 3 years	6 2/3 hours	3 1/3 hours	272 hours
More than 3 years to 6 years	10 hours	5 hours	272 hours
More than 6 years to 10 years	11 1/3 hours	5 2/3 hours	272 hours
More than 10 years to 15 years	12 2/3 hours	6 1/3 hours	384 hours
More than 15 years to 20 years	14 hours	7 hours	384 hours
More than 20 years to 25 years	15 1/3 hours	7 2/3 hours	384 hours
More than 25 years	16 hours	8 hours	384 hours

Eligible employees who are regularly scheduled to work less than 40 hours per week shall accrue vacation on a pro-rata basis that is based on the above-schedule. Once employees have accrued the maximum number of vacation hours, vacation hours will stop accruing. Employees will resume accruing vacation once they have used some of their accrued but unused vacation. All accrued but unused vacation benefits are paid at the time of separation of employment.

Employees must provide their supervisor with as much advance notice of anticipated vacations as possible so that assigned work may be adequately staffed. In some instances, it may be necessary for an employee to change vacation schedule due to scheduling conflicts, deadlines, and other business needs. TUC reserves the right to approve or to deny vacation at any time during which the absence of the employee would adversely affect business operations. TUC also may require employees to take vacations for scheduling or budgetary reasons.

#### **4.4 Personal Holiday**

Employees in benefited positions who have completed 30 days of employment also may accrue one personal holiday, equal to eight (8) hours, per calendar year. Personal Holiday time will be paid on a pro rata basis to eligible employees who are regularly scheduled to work fewer than 40 hours per week.

This Personal Holiday is available for all eligible employees to use as of January 1 of each year and is capped at one (1) day each year. The Personal Holiday must be used in full day increments.

Any accrued but unused Personal Holiday time will be paid at the time of separation of employment at the employee's current rate of pay.

#### **4.5 Sick Pay**

In order to minimize the economic hardships that may result from an unexpected short-term illness or injury to an employee or legal dependent, TUC provides all employees sick pay benefits for the actual illness or injury of the employee, or to care for the employee's ill spouse, domestic partner, parent, sibling, children, grandchild, grandparent, or designated person ("designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship). Paid sick leave also may be used for doctor appointments, preventative care, and by victims of domestic violence, sexual assault, or stalking to obtain relief, including medical attention and psychological counseling. (Employees holding faculty- equivalent positions with an academic year obligation are excluded from this policy.)

When employees are unable to work as scheduled, they must notify their Department Manager as soon as possible in advance of the anticipated absence. Employees may be required to provide a physician's statement or other appropriate medical certification when absent for three or more consecutive days due to illness or if suspected of abusing sick leave.

Employees may use paid sick leave in no less than one (1) hour increments. In the event that employment ends, no unused paid sick leave will be paid to any employee.

### ***Benefited Employees***

Eligible employees accrue four (4) hours of sick pay upon the completion of each semi-monthly pay period. To accrue sick pay in any month, an eligible employee must be in pay status in that month. Eligible employees who are regularly scheduled to work less than 40 hours per week shall accrue sick pay on a pro-rata basis. An employee may not use more sick time than has been accrued, and may not receive an advance of sick time that has not yet been accrued.

Employees in benefited positions who separate from the employment of TUC with twenty (20) or more years of continuous service, or with fifteen (15) years of continuous service and the attainment of the normal retirement age (as defined by Social Security Administration) shall receive a lump sum payment equal to thirty percent (30%) of their unused accumulated sick leave pay. Such payment shall be computed at the employee's base rate of pay at the time of separation. No other lump sum payments for unused accumulated sick leave shall be authorized. Employees separated for cause shall not be eligible for a lump sum sick leave payment.

In certain circumstances and at the discretion of the Executive Director, an individual who transfers to employment with TUC from employment with the University may be allowed to transfer their accumulated sick leave balance.

### ***Non- Benefited Employees***

Non- benefited employees, including all part time, temporary, and student employees, who work 30 days or more within one year, are eligible to receive and use 48 hours paid sick leave each fiscal year once they begin employment. Unused sick pay for non- benefited employees is not carried over from year to year.

## **4.6 Bereavement Leave**

Employees in benefited positions will be compensated for a maximum of five (5) days of bereavement leave for the death of an immediate family member. All other employees are not eligible for paid bereavement leave, although they may request and take up to five (5) unpaid days of bereavement leave for the death of an immediate family member, although the employee may use any of their own unused accrued sick pay or vacation pay. Bereavement leave shall be completed within three months of the date of death of the family member.

‘Immediate family’ means spouse, domestic partner, mother, father, mother-in-law, father-in-law, domestic partner’s parents, grandfather, grandmother, grandchild, sister, brother, and children.

## **4.7 Jury & Court Duty**

It is TUC's policy to enable its employees to fulfill their civic obligations. If called for jury or court duty, notify your supervisor immediately and submit notice, summons or subpoena from the court to their supervisor no later than ten days before starting jury or court duty. Employees in benefited positions who serve jury duty shall receive their regular salary for up to ten (10) days every twelve (12) months, only if they remit the amount received for jury duty to TUC. If a benefited employee is called to be a witness on behalf of TUC, the witness fee must be remitted. Payment for travel expenses and subsistence received by the employee need not be remitted. If the employee elects to retain the jury duty fees or witness fees, time off for jury or court duty is not compensable. The employee may elect to use vacation time to cover the time off.

Employees should continue to report for work on those days or parts of days when excused from jury or court duty or when jury or court duty does not conflict with work. Employees who are not eligible for pay benefits under this policy may serve jury duty on an unpaid basis.

## **4.8 Voting Time Off**

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

## **4.9 Employee Parking**

TUC requires parking on campus to be paid by the employee. Benefited employees may purchase parking permits at the beginning of each semester or annually through pre-tax payroll deductions. Additionally, daily permits are available at campus entrances. Please be advised that the University enforces parking regulations; violators will be cited.

## **4.10 Educational Assistance**

TUC's Educational Assistance Program assists employees who aspire to improving their skills and professional competencies. Educational assistance may be used for successful completion of approved work-related classes or accredited courses leading to an undergraduate or graduate degree that supports the mission of TUC.

Educational Assistance is based upon availability of funds and satisfactory job performance and is provided on a first-come, first-served basis. This benefit is available to all employees in benefited positions (except Sponsored Program employees, unless expressly allowed by the authorizing authority) who have completed at least two (2) years of continuous service and are employed with TUC when the course is completed. Eligible employees are required to submit to TUC Human Resources a written request for approval prior to enrollment in classes. To maintain eligibility for Educational Assistance benefits, the employee must work their regular schedule and must perform their job satisfactorily throughout the completion of each course.

TUC will reimburse eligible employees only for tuition, application fee, student ID card, instructional related fee, student body fee, health facilities and lab fees. The maximum amount of reimbursement under this policy is for six units or two courses per semester, whichever is greater. TUC will not pay for late fees, for repeating courses, or for books and materials. Upon demonstration of successful completion of courses taken (with a grade of a “C” or better), TUC will only reimburse eligible employee for tuition and fees that do not exceed the amount of tuition and fees for an equivalent course at CSUN. Employees are responsible for paying any excess amount. Please see TUC Human Resources for more details about this benefit.

## **5. LEAVES OF ABSENCE**

TUC permits leaves of absence for a variety of circumstances. You should notify your supervisor and/or the Human Resource Manager in writing as soon as you become aware that you may need a leave of absence. You must not accept other employment while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at TUC.

In some instances, employees begin a leave of absence just as TUC is about to address a performance problem or similar issues with an employee. Employees should understand that they have no greater right to a leave of absence, reinstatement upon returning from a leave of absence, or other benefits of employment than if they had continued to work during their leave. For that reason, during a leave of absence, TUC will decide whether it will hold in abeyance, or whether it will proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any employee’s request for leave, or that has come to TUC’s attention during the employee’s leave. If any action is held in abeyance during the leave of absence, TUC will proceed with the action upon the employee’s return. Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and to observe all TUC policies, rules, and procedures.

### **5.1 Family Medical Leave Act**

Under the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), eligible employees are entitled to take medical leave and family care leave up to a combined total of 12 weeks in any 12-month period.

#### ***Eligible Employees***

To qualify for a medical leave or family care leave, an employee must have worked for TUC for at least 12 months and must have provided at least 1,250 hours of service during the 12-month period prior to beginning each leave.

#### ***Reasons for Leave***

Eligible employees may take medical leave or family care leave for the following reasons:

- (1) The birth of a child or the placement of a child with the employee for adoption or foster care;
- (2) To care for a spouse, domestic partner, child, sibling, parent, parent-in-law, grandchild, grandparent, or designated person (“designated person” means any

individual related by blood or whose association with the employee is the equivalent of a family relationship) who has a serious health condition; or

- (3) The employee's own serious health condition if the employee is unable to perform the essential functions of their job.

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care in a hospital, hospice or residential health care facility; or (2) continuing treatment or continuing supervision by a health care provider that also requires an absence from work, school or other regular daily activities of more than three days.

### ***Duration of Leave***

Eligible employees are entitled to take family care and medical leave of absence up to a combined total of 12 weeks in a rolling 12-month period, which is measured backward from the date the leave is taken. Leave for the birth, adoption or foster placement of a child must conclude within one calendar year of the actual birth, adoption or placement. If both parents work for TUC, the parents' combined leave for the birth or placement of a child may not exceed 12 weeks during any 12-month period.

An eligible employee may take intermittent leave or may work a reduced work schedule for a serious health condition of the employee's child, parent, spouse or of the employee when medically necessary and if certified by a health care provider. If the need for the leave or intermittent leave is foreseeable, the employee should consult with TUC and make a reasonable effort to schedule any planned treatment in cooperation with TUC, if possible, in order to minimize disruption to the workplace.

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

Group health insurance coverage will continue for eligible employees taking family care or medical leave under this policy under the same terms and conditions that applied before the leave commenced. To continue health insurance coverage, the employee must continue to make any premium contributions that they were required to prior to taking leave. Premium payments are due monthly and should be made payable to TUC and delivered to the TUC Human Resources Department. If an employee fails to pay their portion within 30 days of the due date of a premium, their health insurance coverage may be canceled. In such cases, employees will be notified at least 15 days before coverage terminates.

Employees on family care or medical leave do not accrue benefits including holiday pay, while on unpaid leave. Employees will not accrue vacation and sick pay while on unpaid leave. Vacation and sick pay will begin accruing when the employee returns to work.

### ***Coordination of Benefits***

Family care and medical leaves are unpaid. An employee who is granted a family or medical care leave of absence must utilize any accrued but unused paid time off benefits (*i.e.*, vacation and sick leave) during the period of the leave. Any portion of a leave that occurs after all paid time off benefits have been exhausted will be without pay.

Any unpaid or paid portions of this leave policy shall be added together and will not extend the 12-week total leave period limitation allowed under the family and medical leave policy.



### ***Notice Requirements***

Employees who need to take family care or medical leave should contact the TUC Human Resources Department as soon as they learn of the need for leave, even when they do not know the precise dates that leave will begin. If leave is foreseeable, at least 30 days' notice is required. For events that are not foreseeable 30 days in advance, but are not emergencies, the employee must give notice within two working days of learning of the need for the leave. If TUC determines that the notice was inadequate and that the employee knew of the need for leave in advance of the request, TUC may require the employee to delay their leave. If circumstances of the leave change and the employee is able to return to work earlier than indicated, the employee is required to notify the TUC Human Resources Department at least two working days prior to the date they intend to return to work. Similarly, if an employee learns they will be unable to return to work on the date previously indicated, the employee is responsible for applying for an extension and furnishing a medical recertification for an extension prior to the date that the leave expires.

### ***Medical Certification***

An employee taking leave for the serious health condition of a family member or for their own serious health condition must provide TUC Human Resources with certification from a health care provider within 15 calendar days of TUC's request. Failure to provide a satisfactory medical certification may result in denial of leave.

In cases of a leave for the serious condition of an employee, TUC may require the medical opinion of a second health care provider at its own expense, chosen by TUC to substantiate a medical certification. If the second opinion is different from the first, TUC may require the opinion of a third health care provider (also at its own expense) jointly approved by both TUC and the employee. The opinion of the third health care provider will be binding on both TUC and the employee.

If an employee requests an extension of leave beyond the time estimated by the health care provider, TUC will require recertification of the employee's or the family member's serious health condition. TUC also requires employees taking leave for their own serious health condition to present a fitness-for-duty certification before return to work. In no event will a leave be extended beyond the maximum 12-week period.

### ***Outside Employment***

You may not be employed with any employer other than TUC during your leave of absence. Outside employment during your leave may result in immediate termination.

### ***Reinstatement***

When an employee is able to return to work, they should give TUC at least two weeks notice. This is important so that the employee's return to work is properly scheduled.

Under most circumstances, TUC will reinstate employees to their former or equivalent position if they return from leave within 12 weeks. Exceptions, however, may occur as permitted by law. For example, TUC cannot guarantee reinstatement if the employee is salaried and among the highest paid ten percent of all employees within a 75-mile radius and reinstatement would cause substantial and grievous economic injury, or if the employee would have been subject to lay off

or job elimination had the employee not taken leave. Employees should also understand that they have no greater right to reinstatement or to other benefits of employment than if they had continued to work during their leave.

Employees who do not return to work immediately upon the expiration of an approved leave of absence or within the maximum period allowed for the family and medical leave will be considered to have voluntarily terminated from TUC.

### ***Other Information***

The policies and guidelines stated in this policy shall be subject to such other terms and conditions as are provided in the Family and Medical Leave Act of 1993 and applicable California leave laws. The FMLA and CFRA make it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA or CFRA; or to discharge or discriminate against any person for opposing any practice made unlawful by FMLA or CFRA, or for involvement in any proceeding under or relating to the FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law that provides greater family or medical leave rights. If you have questions about the exercise of FMLA rights, please contact the TUC Human Resources Department.

## **5.2 Pregnancy Disability Leave**

All employees are eligible to take an unpaid leave of absence for their own disability caused by pregnancy, childbirth or related medical conditions.

### ***Duration of Leave***

Pregnancy-related disability leave may be taken for the duration of the disability up to four months for each pregnancy. At the end of the employee's period of pregnancy disability (not to exceed four months), employees who are also eligible for family care and medical leave, as described above, may take family care and medical leave up to 12 weeks for birth of the child. The maximum possible combined leave for both family care and medical leave and pregnancy disability leave for birth of a child is four months and 12 weeks. This assumes that the employee is disabled by childbirth or related medical conditions for four months and then requests and is eligible for a 12-week family leave for the birth of the child. Pregnancy-related disability leave is counted towards an employee's FMLA entitlement.

### ***Transfer and Accommodation***

An employee is entitled to a temporary transfer to another position or other reasonable accommodation based on a pregnancy-related disability so long as (1) the employee requests the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and (2) the request can be reasonably accommodated by TUC. Employees who are transferred to accommodate a pregnancy-related disability possess the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

TUC may also require an employee to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate the employee's need for intermittent leave or a reduced work schedule.

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

Employees on a pregnancy-related disability leave do not accrue benefits, including holiday pay, while on unpaid leave. Employees will not accrue vacation and sick pay while on unpaid leave. Vacation and sick pay will begin accruing when the employee returns to work.

### ***Coordination of Benefits***

Pregnancy-related disability leaves are unpaid. An employee who is granted a pregnancy-related disability leave may elect to use any accrued but unused paid time off benefits (i.e. vacation or sick leave) during the period of the leave. Any portion of a leave that occurs after all paid time off benefits have been exhausted is without pay. Any unpaid or paid portions of this leave policy shall be added together and will not extend the 4-month total leave period limitation allowed under this pregnancy-related disability leave policy.

### ***Medical Certification***

An employee requesting pregnancy-related disability leave must provide medical certification that she is disabled by pregnancy, similar to that required for family care and medical leaves of absence, as described above. An employee taking a pregnancy-related disability leave must present a fitness for duty certification before returning to work.

### ***Notice***

Employees should contact their supervisor as soon as they learn that they will need a pregnancy-related disability leave, even if they do not know the precise date that such leave will begin.

Employees must provide at least 30 days' notice when the need for pregnancy-related disability leave is foreseeable. If the need for leave is not foreseeable, notice must be given to TUC within two business days of learning of the need for the leave.

Employees must indicate the estimated timing and duration of the leave and make a reasonable effort to schedule any planned medical treatment so as to minimize disruption to TUC activities.

If an employee requests an extension of leave beyond the time estimated by the health care provider, the employee must submit a recertification prior to the expiration date. Extensions will not be granted that cause the total period of the pregnancy-related disability leave to exceed the 4-month limitation.

### ***Outside Employment***

You may not be employed with any employer other than TUC during your leave of absence. Outside employment during your leave may result in immediate termination.

### ***Reinstatement***

When an employee is able to return to work from pregnancy disability leave, she should give TUC at least two (2) weeks notice so that her return to work is properly scheduled.

Under most circumstances, TUC will reinstate employees to their former or equivalent position if they return from leave within 4 months. Exceptions, however, may occur as permitted by law. Employees should understand that they have no greater right to reinstatement or to other benefits of employment than if they had continued to work during their leave.

For example, an employee will not be reinstated to the same position where (1) she would not otherwise have been employed in the same position due to legitimate business reasons unrelated to her taking leave (such as layoff or job elimination), or (2) the means of preserving the job would substantially undermine TUC's ability to operate its business safely and efficiently. In such cases, the employee will be placed in a comparable position for which the employee is qualified unless (1) no comparable position is available within 10 working days of the employee's return to work, or (2) filling the comparable position with the employee would substantially undermine TUC's ability to operate its business safely and efficiently. Employees who fail to return to work at the conclusion of their approved leave or within the maximum period allowed for the leave will be considered to have voluntarily terminated from TUC.

### **5.3 Personal Leave of Absence**

After an employee has completed at least one year of continuous employment, an unpaid personal leave of absence for a specified period of time that is no longer than 30 calendar days may be granted, at TUC's discretion. Requests for a personal leave of absence must be presented in writing to the Associate Director of Human Resources or designee at least 30 days in advance, whenever possible. Requests will be considered on the basis of staffing requirements, the reasons for the leave, and performance and attendance record.

Employees on a personal leave of absence do not accrue benefits, including holiday pay. Vacation and sick pay will begin accruing when the employee returns to work. TUC will not pay insurance premiums while an employee is on a personal leave of absence. To maintain insurance coverage while on a personal leave of absence, employees have the option of paying the monthly insurance premiums.

You should notify the Associate Director of Human Resources or designee when you are ready to return to work at least two weeks before the expiration of your leave. The Associate Director of Human Resources or designee will notify you if an opening exists. TUC cannot guarantee reemployment to employees returning from a personal leave of absence.

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

- (1) Failure to advise TUC of your availability to work;
- (2) Application for unemployment benefits;
- (3) Obtaining another position;

- (4) Engaging in another business;
- (5) Failure to return to work when notified; or
- (6) Continued absence from work beyond the time approved by TUC.

#### **5.4 Military Care Giver Leave (Part of FMLA)**

For employees who are eligible for leave under the FMLA (above), TUC provides up to 26 weeks of leave during a 12-month period to care for spouse, child, parent, or next of kin who is a member of the Armed Forces, National Guard, or Reserves, who is undergoing medical treatment, recuperation or therapy, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred while on active duty.

The maximum amount of Military Caregiver leave that may be taken in any 12-month period is 26 weeks, provided that no more than 12 weeks of leave may be taken for any FMLA-qualifying reason other than Military Caregiver Leave. Military Caregiver leave is taken under the same terms and conditions as Family and Medical Leave, set forth above.

#### **5.5 Qualifying Exigency Leave (Part of FMLA)**

For employees who are eligible for leave under the FMLA (above), TUC provides those employees up to 12 weeks of leave during a 12-month period to assist a spouse, son, daughter, or parent on active military duty or who is called to active military duty in support of a contingency operation, to manage their affairs and to address certain exigencies while the family member is on active duty. Such exigencies include:

- Short Notice Deployment
- Military Events and Related Activities
- Childcare and School Activities
- Financial and Legal Arrangements
- Counseling
- Rest and Recuperation
- Post-Deployment Activities
- Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

TUC requires certification that the family member is a member of the Armed Services, National Guard or Reserves who is on active duty or has been called to active duty in support of a contingency operation (i.e. active duty orders), and requires a written statement from the employee (including available support documentation) about the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member.

Qualifying Exigency leave is taken under the same terms and conditions as Family and Medical Leave, set forth above.

## 5.6 Military Service Leave of Absence

TUC is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is TUC's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States.

Any employee who serves in the Armed Forces, the Army National Guard, the Air National Guard or Reserves is entitled to a leave of absence for training or active service.

### ***Reinstatement Based On Duration***

- If service is less than 31 days or for the purpose of taking an examination to determine fitness for service, the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours after a time for safe transportation back to the employee's residence.
- If service is for more than 30 days but less than 181 days, the employee must submit an application for reemployment with TUC Human Resources no later than 14 days following the completion of service.
- If service is more 180 days, the employee must submit an application for reemployment with TUC Human Resources no later than 90 days following the completion of service.
- If the employee is hospitalized or convalescing from a service-connected injury, the employee must submit an application for reemployment with TUC Human Resources no later than two years following completion of service.
- Reinstatement of an employee returning from military leave will not be made when circumstances have changed so as to make reinstatement impossible or unreasonable, would impose an undue hardship on TUC, or if the employee's employment was for such a brief, nonrecurring period that there is no reasonable expectation that such reinstatement would have continued indefinitely or for a significant period.

### ***Benefits***

If service is less than 30 days (paid or unpaid status), health benefits will continue uninterrupted.

### ***Required Documentation***

Employees must submit written verification from the appropriate military authority. Upon return, employees must submit a certificate of satisfactory completion of service.

## **5.7 Time Off For Victims of Domestic Violence**

TUC permits employees who become victims of domestic violence to take time off to obtain a restraining order, medical treatment, psychological counseling, assistance from a shelter or similar organization, or to obtain relief to help ensure the health, safety or welfare of the employee or of the employee's child, including time off to participate in safety planning. TUC will maintain the confidentiality of any employee requesting time off under this policy. Employees may use their unused vacation or sick pay when taking time off due to domestic violence; otherwise the time off will be unpaid.

Employees who take time off under this policy must provide TUC with advance notice of the need to take time off, including the date and length of time off that is required. Advance notice may not be required if it is not feasible. Employees who are able to provide advance notice should consult their supervisor and schedule their time off to minimize the impact of their absence on TUC business. TUC will maintain the confidentiality of any employee requesting time off under this policy. Additionally, TUC requires certification of time off due to domestic violence. Certification may be in the form of a police report, court order, or official documentation from a medical professional, counselor, or social services advocate. Failure to provide the required certification may result in a denial of the requested time off. The length of unpaid leave an employee may take under this policy is limited to 12 weeks.

To ensure the safety of all TUC employees, employees who obtain restraining orders as the result of domestic violence should provide a copy of the restraining order to TUC Human Resources, as well as a photograph and a description of the individual who is being restrained.

## **5.8 Crime Victim Leave**

An employee who is a victim or who is an immediate family member of a victim of a violent or serious felony may take unpaid time off from work in order to attend judicial proceedings related to the crime. Any absence from work to attend judicial proceedings will be unpaid, unless you choose to take accrued vacation or personal holiday. Under this policy, "immediate family member" includes a spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Before you are absent for such a reason, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office or a victim/witness office. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

## **5.9 Leave for School Conferences Involving Suspension**

If you are the parent or guardian or grandparent with custody of a child who has been suspended from school and you receive a notice from the child's school requesting that you attend a portion of a school day in the child's classroom, you may take unpaid time off from work to appear at the school. Accrued vacation or sick leave may be used in lieu of unpaid leave. Prior to your

planned absence, you are required to give reasonable notice to your supervisor or TUC Human Resources that you have been requested to appear at the child's school.

### **5.10 Leave for School Activities**

If you are a parent with one or more children in kindergarten, or in grades 1 through 12, you may take time off of up to 40 hours per year to attend authorized school activities or activities of a licensed child care provider, which involve one or more of your school-age children. Such activities may also include time off to find or enroll your child in school or with a licensed child care provider. To be eligible for parental time off, you must obtain from the school or from the licensed child care provider, written verification that you attended or participated in the activity. Parental time off may not exceed eight hours in any calendar month, unless the time is spent addressing issues related to a child care provider or a school emergency.

You may use any accrued but unpaid vacation while you attend your child's school activities. If not, your parental time off will be unpaid. For scheduling purposes, you must notify your supervisor at least one week before the date of the school activity, so that your work duties may be covered.

### **5.11 Organ & Bone Marrow Donor Leave**

TUC provides employees, who have been employed with TUC for at least 90 days, with paid leave for the purpose of donating organs or bone marrow. When donating an organ to another person, an employee may take up to 30 business days in any one-year period, and when donating bone marrow, an employee may take up to five business days in any one-year period. The one-year period for both leaves is measured from the date that the employee begins his or her leave.

Employees who wish to take leave to donate an organ or bone marrow are required to provide as much advance notice as possible and must provide Human Resources with verification from a physician that the donation will take place and that there is a medical necessity for the donation. While this leave is paid, employees must first use 10 days accrued sick or vacation time when donating an organ, or five days accrued sick or vacation time when donating bone marrow. Leave taken under this policy does not constitute a break in service for things like healthcare insurance coverage, accrual of vacation or sick pay, or seniority, but this leave shall not run concurrently with an eligible employee's FMLA or CFRA leave.

Under most circumstances, an employee returning from leave under this policy will be reinstated to the same or equivalent position; however employees have no greater right to reinstatement than if they had been continuously employed during the leave. For example, if the employee would have been laid off had he/she not gone on leave, or if the position is eliminated during the leave, then he/she will not be entitled to reinstatement.



## **6. GENERAL RULES OF CONDUCT**

### **6.1 Employment of Relatives**

Relatives of employees will not be eligible for employment with TUC where potential problems of supervision, safety, security, morale, or potential conflicts of interest exist. For purposes of this policy, “relatives” include a spouse, child, parents, sister, brother, in-law, step parents, step sibling, step child, or any person involved in a legally binding guardianship or relationship with the employee, and/or residing in the home of the employee.

If two employees become subject to the restrictions of this policy after they are hired, one or both of the employees must seek a transfer or reassignment to eliminate the actual or potential conflict of interest as specified in this policy.

In addition, TUC reserves the right to determine that other relationships not specifically covered by this policy represent actual or potential conflicts of interest. Where TUC determines that the relationship between two employees presents an actual or potential conflict of interest, TUC may take appropriate action which includes, but is not necessarily limited to, transfer, reassignment, shift change or if necessary, termination.

### **6.2 Prohibited Conduct**

TUC employees are expected to treat each other with dignity and respect and to abide by certain rules of conduct, based on honesty, good taste, fair play, and safety. Conduct that is immoral, unethical, or illegal will not be tolerated by TUC. Although it is not possible to provide an exhaustive list of all types of impermissible conduct, the following are some, but not all examples of conduct that will lead to disciplinary action, up to and including termination:

1. Falsification of employment records, employment information or other TUC records.
2. Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any timecard, either your own or another employee's.
3. Theft, deliberate or careless damage or destruction of any TUC or University property or the property of any employee or customer.
4. Unauthorized use or removal of TUC or University property, equipment, time, materials, or facilities.
5. Provoking a fight or fighting during working hours or while on TUC or University premises.
6. Participating in horseplay or practical jokes on TUC time or while on TUC or University premises.

7. Engaging in criminal conduct.
8. Carrying firearms or any other dangerous weapons while on TUC or University premises at any time.
9. Causing, creating or participating in a disruption of any kind during working hours on TUC or University property.
10. Insubordination including, but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management.
11. The use of abusive or threatening language toward a co-worker, supervisor, member of management, or customer.
12. Failure to notify a supervisor when unable to report to work.
13. Unreported absence of three consecutive scheduled workdays.
14. Failure to obtain permission to leave work for any reason during normal working hours.
15. Failure to observe working schedules, including rest and meal periods.
16. Failure to provide a physician's certificate when requested or required to do so.
17. Sleeping or malingering on the job.
18. Making or accepting excessive personal telephone calls during working hours, except in cases of emergency.
19. Unsatisfactory work performance or incompetence.
20. Working overtime without authorization or refusing to work assigned overtime.
21. Wearing unprofessional or inappropriate styles of dress or hair while working.
22. Committing a fraudulent act or a breach of trust under any circumstances.
23. Harassing other employees or customers.
24. Soliciting or accepting gratuities from customers or clients.
25. Excessive absenteeism or tardiness.
26. Abuse of leaves of absence or sick leave.
27. Reporting to work intoxicated or under the influence of non-prescribed drugs.

28. Manufacturing, possessing, using, selling, distributing or transporting non-prescribed drugs.
29. Bringing or using alcoholic beverages on TUC premises.
30. Gambling on TUC premises.
31. Failing to maintain the confidentiality of TUC, its employees, agents or customers.
32. Failing to report accidents, breakage or damage to equipment which occurs when an employee is assigned to use such equipment.
33. Violation of any TUC or University policies, rules or procedures.
34. Failure to follow TUC policies outlined in this Handbook or newly instituted.

Discipline may be initiated for various reasons. The severity of the action generally depends on the nature of the offense and the employee's past record, and may range from written warnings to immediate dismissal. TUC reserves the right to initiate the form of discipline it deems to be appropriate.

This statement of prohibited conduct does not alter TUC's policy of at-will employment. Both you and TUC remain free to terminate the employment relationship at any time, with or without reason or advance notice.

### **6.3 Drug & Alcohol Abuse**

TUC is committed to establishing and maintaining a drug-free workplace. To that end, TUC prohibits the unauthorized use of drugs or alcohol, including but not limited to, the unlawful manufacture, distribution, dispensation, possession or use of alcohol or controlled substances in the workplace. An employee who violates this policy shall be subject to discipline including immediate termination. The following is strictly prohibited for all employees while on TUC or University premises, while operating TUC or University vehicles or equipment, or while performing TUC business regardless of the location:

- Use of alcohol, drugs, intoxicants, or controlled substances;
- Reporting to work, or remaining on duty, while impaired by or under the influence of alcohol, drugs, intoxicants or controlled substances;
- Driving a vehicle on TUC business while impaired by or under the influence of alcohol, drugs, intoxicants or controlled substances;
- Possession, sale, purchase, manufacture, transportation, dispensation or distribution of alcohol, drugs, intoxicants or controlled substances or drug paraphernalia, or an attempt to do any of the same.

The use of prescribed or over-the-counter drugs, or possession incident to such use, is not prohibited by this policy if: (a) the drug has been legally obtained and is being used for the purpose for which it was prescribed or manufactured; (b) the drug is being used at the dosage prescribed or authorized; and (c) the use of the drug does not prevent the employee from safely performing the essential functions of their position with or without reasonable accommodation. TUC reserves the right to require certification that use of the drug will not impair the ability of the employee to perform their job properly and safely.

### ***Consequences for Violating This Policy***

In the event that TUC discovers that an employee has violated this policy, the employee will be subject to discipline up to and including termination and TUC may report the violation to appropriate law enforcement authorities. An employee's conviction for the sale, possession or use of any illegal controlled substance while off the job will subject the employee to discipline up to and including termination.

### ***Employees Who Seek Assistance***

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

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

### ***Questions & Confidentiality***

Employees with questions about this policy or about issues related to drug or alcohol use in the workplace may raise their concerns with their supervisor, the Associate Director of Human Resources or the Executive Director. All records or communications relevant to an employee's participation in a drug or alcohol rehabilitation program or use of prescription drugs or over the counter drugs will be confidentially maintained and limited to personnel on a need to know basis.

## **6.4 Whistleblowers Protected**

When employees notify an appropriate government or law enforcement agency that they have reason to believe their employer is violating a state or federal statute, or violating or not complying with a state or federal rule or regulation, those employees are protected from retaliation. Indeed, TUC has a strict policy that prohibits retaliating against employees who make such reports and prohibits retaliating against employees who have made such reports while employed in any former employment. TUC also does not permit retaliation against an employee

who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

If you have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by TUC, we encourage you to report it immediately to your supervisor, manager, or the Executive Director so that we may investigate.

Alternatively, criminal activity can be reported anonymously to the WE TIP hotline, which is operated by the University Department of Public Safety at 1-818-677-TIPS (8477) or you may contact the California State Attorney General's Whistleblower Hotline at 1-800-952-5225. The Attorney General will refer your call to the appropriate government authority for review and possible investigation.

## **6.5 TUC and Employee Property**

TUC provides at its expense, desks and other equipment for the use of its employees. Employees should remember that all desks, work areas, and similar equipment remain the sole property of TUC.

At times it may be necessary to inspect an employee's desk or work area for operational or other reasons. TUC reserves the right to conduct periodic inspections of desks or work areas, as well as any contents, effects, articles that are in desks or the work area, as well as packages or other articles (including the employee's personal property) that leave TUC premises in the possession of an employee. Such inspections may occur at any time, with or without advance notice or consent. Further, such inspections may be conducted during, before, or after working hours by any supervisor, manager, or security personnel designated by TUC. Employees who fail to cooperate in any inspection will be subject to disciplinary action, including possible suspension or termination.

If employees want to avoid inspections of their personal belongings that are brought onto TUC premises, they should refrain from bringing packages or other articles onto TUC premises. Prohibited materials, including weapons, explosives, alcohol and non-prescribed drugs or medications, may not be brought onto TUC or University premises. TUC is not responsible for any articles that are lost, damaged, stolen, or destroyed while on any TUC worksite.

## **6.6 Telephones**

While you are at work, you are expected to perform your job duties and fulfill your work responsibilities. Personal calls, both incoming and outgoing, are to be kept to a minimum to avoid disruptions to the workplace.

## **6.7 Voice-Mail, E-Mail and Computer Systems**

TUC's computer systems, voice mail, electronic mail (e-mail), and its access to the internet enable employees to access and exchange information quickly and efficiently. When used properly, these resources greatly enhance employee productivity and knowledge.

Voice-mail, e-mail and computer systems and files used by TUC are provided *solely* to further TUC's business operations. These systems and the information stored in them belong to TUC. Although employee passwords may be used for security reasons, the use of such passwords is not intended to assure employees that communications generated by or stored on these systems will be kept confidential. TUC maintains the right to access these systems and to retrieve information stored therein at any time, and all employee passwords must be made known to TUC upon demand. Further, TUC reserves the right to monitor, review or access, at any time, information revealing an employee's internet usage, including websites accessed or any information that may have been downloaded. Consequently, TUC's voice mail, e-mail, and computer systems, including the internet, ***should be used primarily for business purposes***. Please exercise good judgment in using these systems.

### ***Guidelines for Use***

This section sets forth guidelines concerning the appropriate use of TUC's voice-mail, e-mail and computer systems.

- Since voice-mail and e-mail messages, as well as other computer-stored data, are considered business records and may be electronically retrieved, even after you "delete" them, nothing should be included in a voice-mail or e-mail message that you would not consider putting in a written memorandum.
- Employees should delete unwanted voice-mail and e-mail messages as soon as practical and should log off when not using the computer system.
- Employees should exercise good judgment in the use of e-mail distribution lists; these lists are developed for the convenience of the addressees and unnecessary or frivolous messages should not be sent.
- Employees should not use a password, access a file, or retrieve or download any stored communication without express authorization. You also should not send e-mail or other communications that mask your identity or indicate that someone else sent them, and you should never access another employee's voicemail, e-mail, or computer systems without express authorization.
- Employees may not install any software on TUC computer systems without the prior authorization of TUC's Chief Financial Officer or their designee.
- TUC's voice-mail, e-mail and computer systems, including the internet, must not be used for the following purposes:
  - Any illegal, discriminatory, threatening, harassing, abusive or offensive comments. For example, the display or transmission of sexually explicit images, messages and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes or anything that may be construed as harassment or showing disrespect for others.

- Anything in conjunction with an employee's outside business endeavors or sales of any product or outside service (home products, cosmetics, etc.).
- Messages or other communications violating a TUC policy or contrary to supervisory instructions.
- Copying or distributing copyrighted material without confirmation from an appropriate source that TUC has the right to copy or distribute the material.
- The illegal duplication of software and its related documentation. Employees also may not use any software on local area networks or on multiple machines that is not in accordance with the software license agreement.

Employees should notify their immediate supervisor, the network administrator or any manager upon learning of a violation of this policy. Any violations of these guidelines for use or other provisions of this policy may result in disciplinary action, including possible termination.

#### ***External Access & Confidentiality***

Under certain conditions, employees will need to communicate with clients and other external users via voice-mail, e-mail and/or via the internet. Employees are cautioned to exercise an additional level of discretion, professionalism and sound judgment when communicating with third parties via these systems.

For example, all employees should safeguard TUC's confidential information from disclosure, as well as that of guests and others. Messages containing confidential information should not be left visible while you are away from your work area.

Also, you should be aware that internet sites maintain logs of visits from users. These logs identify the company and the individual who accessed the internet website. If your work requires a high level of security, please ask your supervisor or an appropriate manager for guidance on securely exchanging e-mail or gathering information from internet sources.

#### ***Privacy and Disclosure***

As previously noted, TUC and University voice-mail, e-mail, and computer systems, including the Internet, are provided to facilitate the conduct of TUC and University business. All messages and other communications generated through and/or stored on these systems are considered business records. Employees who use the voice-mail, e-mail and/or computer systems should understand that information stored on these systems cannot be considered confidential or private. Indeed, TUC reserves the right to access voice-mail, e-mail, internet usage or other computer-stored information at any time.

## **6.8 Social Media Policy**

TUC acknowledges the growing popularity of social media as a means for sharing experiences, ideas, and opinions. TUC also strives to protect itself, its employees, and those with whom we do business from the improper or unlawful use of social media.

For purposes of this policy, the phrase “Social Media” refers to any type of internet-based media created through social or group interaction, where individuals primarily produce – rather than consume – the content. Examples of Social Media include: social and professional networking websites (Facebook, MySpace, LinkedIn), blogs (Twitter, industry blogs), video and image sharing websites (YouTube, Flickr, Pinterest), location-sharing websites (foursquare), consumer review websites (Yelp), virtual worlds (Second Life), and social bookmarking websites (Reddit). The lack of reference to a specific Social Media website in this policy does not limit the extent or application of this policy.

### ***Applicability***

This policy applies to all employees of TUC during both working and non-working hours, and regardless of whether the employee is using TUC’s or the employees’ computers, network, internet access, equipment, or technology. Employees must understand that TUC’s other employee relations policies – including but not limited to its harassment, discrimination, standards of conduct, and confidentiality policies – apply to online conduct including the use of Social Media.

Keep in mind that an employee’s online conduct that violates TUC’s policy, that adversely affects your or your fellow employees’ job performance, that adversely affects the reputation or brand of TUC’s customers, vendors, affiliates, or business partners, or that adversely affects TUC’s legitimate business interests may result in disciplinary action, up to and including termination.

That being said, nothing in this Social Media policy is intended to prohibit employees from complying with or exercising their rights under any applicable federal, state, or local law, or from communicating about wages, hours, or other terms and conditions of employment. At the same time, employees should be aware that TUC has an open door policy and encourages every employee to address such matters with their direct supervisors or with the Executive Director. If you have any questions about this policy or its applicability, please contact the Office of Human Resources.

### ***Guidelines***

Employees who choose to use Social Media for personal or professional reasons must adhere to the following guidelines:

- Use caution and your best personal and professional judgment when contributing content about or related to TUC, or third parties such as customers, subsidiaries, vendors, affiliates, or business partners.
- Do not engage in behavior or contribute content that could be considered an act or threat of violence, bullying, or unlawful discrimination or harassment.
- Do not intentionally or negligently contribute content that could damage the reputation or brand of TUC or interfere with TUC’s business relationships with its customers, subsidiaries, vendors, affiliates, or business partners.



- Employees may not contribute content in the name of TUC, on behalf of TUC, or in a manner that could reasonably be attributed to TUC without prior written authorization from the Executive Director.
- Employees may not contribute content that could be considered an endorsement of TUC's goods or services without prior authorization from the Executive Director. If you do contribute content that could be considered an endorsement of TUC's goods or services, you must disclose your employment relationship with TUC.
- Do not contribute or disclose any content or information about or related to TUC, its employees, customers, subsidiaries, vendors, affiliates or business partners *that you know to be false*. Do not disparage or defame TUC's customers, vendors, affiliates, or business partners.
- Do not contribute content that could identify TUC's customers, vendors, affiliates, or business partners without prior consent from TUC.
- If you, as an employee of TUC, have access to proprietary information about TUC and its customers, subsidiaries, vendors, affiliates, or business partners, TUC trusts and expects you to keep this information confidential. You may not disclose it through Social Media. Note that "proprietary" includes TUC's patents, copyrights, trade secrets, inventions, internal processes, policies, reports, source code, computer programs in various stages of development, competitive analysis and strategy, marketing and development plans, potential or actual mergers and acquisitions, customer and client lists, and names of vendors and suppliers.
- Do not use TUC's logos or trademarks for commercial gain without prior consent from the Executive Director.
- Do not use your email address with TUC to register for Social Media. If you indicate that you are an employee of TUC on any Social Media, you must include a disclaimer indicating that the content you contribute is your own, and does not represent the opinion of TUC.
- Do not allow your use of Social Media to interfere with your work commitments, performance, or productivity.
- Consider whether connecting to TUC's customers, business partners, vendors, or competitors via Social Media is appropriate for your level, position, responsibilities within TUC, and relationship with the person at issue. To the extent that you do connect to TUC's customers, business partners, vendors, or competitors via Social Media, consider using available privacy filters or settings to block any inappropriate, unprofessional, or personal content from such people.
- Employees should not speak to the media on TUC's behalf without prior approval from the Executive Director. All media inquiries should be directed there.

- Prior to posting a photograph or quoting written content that someone else has authored, contact the Executive Director to obtain the proper release form and ensure that it is signed.
- Requests for employment references or recommendations through Social Media, such as LinkedIn, should be referred to TUC's Office of Human Resources.

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

## **6.9 Credit Card Security**

In today's day and age, we are all faced with the possibility of identity theft. This frequently involves stolen personal credit information. TUC takes the protection of personal credit information very seriously. All credit card data printed on paper or received by fax must be protected against unauthorized access.

## **6.10 Smoke Free Environment**

It is the policy of TUC to promote a smoke-free environment for employees, students and visitors and to encourage non-smoking lifestyles. Smoking is prohibited in the following areas:

- A. All University buildings and leased space (including space within buildings shared with others). This prohibition shall also apply to any area enclosed by the perimeter (outermost) walls of the building, including restrooms, warehouse and storage space. Atriums, balconies, stairwells, and other similar building features are considered "within a building;"
- B. In TUC or University owned vehicles. This prohibition includes passenger vehicles and all other state-owned mobile equipment including powered carts, light and heavy-duty trucks, cargo and passenger vans, buses, and any other mobile equipment with an enclosed or enclosable driver/passenger compartment;
- C. Within 20 feet of entrances and exits, operable windows and ground level air intake structures;
- D. Within stadium seating areas, tennis courts, and other recreational facilities;
- E. In outdoor dining areas posted as Smoke-Free;
- F. Within the many non-smoking zones TUC has created at its facilities.

The success of this policy depends upon the thoughtfulness, consideration, and cooperation of everyone. All employees share responsibility for adhering to and enforcing this policy.

## 6.11 Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image we present. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

Employees who do not have a uniform are expected to dress in professional or business casual attire. Jeans may be worn on Fridays.

Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work. Nothing in this policy is intended to prohibit employees from wearing hair textures or protective hairstyles that are historically associated with race – e.g., braids, twists, afros, dread locks, corn rows, etc.

Check with your supervisor or manager on the appropriate dress for your department and use the following chart as a guideline:

<b>Professional</b>	<b>Business Casual</b>
Dress shirt/tie	Slacks or skirt
Dress blouse/shirt	Shirt with collar
Dress slacks or skirt	Sweater
Professional shoes	Casual shoes

The following are examples of *inappropriate* attire at any time:

Tube tops	Beach wear	Shorts
Midriff tops	Flip Flops	Leggings
Sweat suits	Micro or Mini skirts	

## 6.12 Solicitation & Distribution

Except as specifically permitted by the Executive Director, no solicitation of TUC employees shall be permitted in TUC work areas or during employees' hours of work. Distribution of literature and notices by employees shall be restricted to non-working areas on non-work time.

# 7. SAFETY

## 7.1 Health & Safety

TUC is concerned about the health and safety of its employees and others who enter TUC premises. It is TUC policy to comply with all applicable federal, state, and local health and safety regulations and to provide a work environment as free as feasible from recognized hazards. Employees are expected to comply with all safety and health requirements established by management or by federal, state, or local law. Please refer to TUC's Illness and Injury

Prevention Plan (“IIPP”) for further information regarding employee safety, or contact the TUC Human Resources Department.

Any accident that occurs on TUC premises be that of a client, visitor, or employee, should be reported **immediately** to your supervisor or to the Associate Director of Human Resources. For your own safety and the safety of others, please do not attempt to give medical aid to an injured client, visitor, or fellow employee. If appropriate, call 911.

TUC also requires that work areas be kept clean and orderly at all times. You are responsible for maintaining your work area in a clean and orderly fashion at all times. TUC will attempt to maintain the temperature, lighting, and noise level of its facilities at a level that is comfortable for employees and appropriate for operations. You should inform your supervisor of any concerns about working conditions.

## **7.2 Workplace Violence**

TUC has zero tolerance for violence and/or threats of violence against TUC employees, TUC business associates, or any member of the University community. TUC prohibits any violent act, threat of violence or any behavior, which by intent, action or outcome harms or intimidates another person or property on any TUC or University work site, or while conducting TUC business. Such conduct will be subject to disciplinary action up to and including termination. This policy applies to any employee engaging in violent behavior, regardless of whether or not the behavior is exhibited during the employee’s regular work schedule.

We strongly encourage you to report any observations, experiences of violence or threats of violence to the Associate Director of Human Resources, Executive Director, any TUC Manager or to the University Police Department. Additionally, concerns and information regarding criminal activity can be reported **ANONYMOUSLY** to the WE TIP Hotline, which is operated by the University Department of Public Safety, (818) 677-TIPS (8477).

## **8. EMPLOYMENT SEPARATION**

### **8.1 Inquiries about Employees**

From time to time, TUC may receive inquiries from outside individuals regarding the status of your employment. For example, we may receive calls from banks, credit agencies, or prospective employers, asking us whether you are employed with TUC, your current position with TUC, your salary, and why you may have left TUC. We have a strict policy of providing only limited information. Consequently, no employee (other than certain authorized people in TUC Human Resources) may provide any information regarding current or former employees (either on or off-the-record) to any non-employee without the specific approval of TUC Human Resources Department. No employee of TUC is authorized to disclose any information, verbal or written, concerning any employee or former employee. The only information that we provide is your dates of employment and your position with TUC. TUC’s strict policy prohibits us from revealing any information about why you may have left TUC employment. However, in some instances, you may want us to reveal additional information. In those instances, we require

written authorization from you, permitting us to divulge such additional information. You may obtain the appropriate disclosure authorization forms from the TUC Human Resources via regular mail or email [tuchr@csun.edu](mailto:tuchr@csun.edu), with your signature authorizing the release of your employment information.

## **8.2 If You Must Leave TUC**

While we hope that your employment with TUC will be lengthy and pleasant, please remember that you are employed on an at-will basis, at the mutual consent of you and TUC. Thus, either you or TUC may terminate the employment relationship at any time and for any reason, with or without cause.

If you decide to leave TUC, we would appreciate at least two weeks written notice of your resignation. Please return all TUC property (*e.g.*, vehicles, computers, keys, uniforms, identification badges, etc.) prior to your departure.

TUC retains the right to accept your resignation immediately and pay you the amount of compensation you would have earned had you continued to work during your resignation period.

## **8.3 Reduction in force**

Decisions to make reductions to the workforce, the criteria for selections and pay in lieu of notice will be made based on business need as determined by the Executive Director.

## **8.4 Final Paychecks**

Employees who voluntarily resign can request to receive their final pay on their last day of work, provided the request is made at least 72 hours before their date of separation. If no notice is provided, or if the employees requests, final pay can be by mail or by direct deposit. In accordance with California Law, all accrued vacation pay (including personal day) will be included with final pay, regardless of reason for separation. Employees who are involuntarily separated will be given their final pay at the time of termination.