



LOKERSTUDENTUNION

# Employee Handbook





**THE DONALD P. AND KATHERINE B. LOKER UNIVERSITY STUDENT UNION, INC.**

# **EMPLOYEE HANDBOOK**

ISSUE DATE DECEMBER 15, 2021  
11.5.2021 BOD



## **HISTORY**

Incorporated on October 20, 1992, The Donald P. and Katherine B. Loker University Student Union, Inc. is a public not-for-profit public benefit auxiliary corporation of California State University, Dominguez Hills ("CSUDH") whose purpose is to promote and support the educational mission of the University in a manner consistent with the interests and needs of students and the University.

## **MISSION**

The Loker Student Union provides an environment which is designed to encourage interaction among the campus' constituent groups (internal and external), enhance the sense of campus community, and expand the avenues through which the University educates its students.

Through its many activities and services, the Loker Student Union provides cultural, civic, and recreational programming that supports the educational mission of the University, encouraging the development of citizenship, leadership, multiculturalism, and social responsibility for success in a dynamic and pluralistic society.

## **VISION**

The Loker Student Union is the heart of the campus community offering programs and services which foster interactions across students, faculty, staff and administration; ultimately creating heartfelt connections and a sense of belonging.

## **MOTTO**

Serving Today, Educating for Tomorrow

## **LOGO**

The LSU went through a year long rebranding process that resulted in a new logo for the organization, a refreshed look inside the student union and renewed energy to take the LSU to the next level. After following a step-by-step process, the analysis and findings led to a logo contest amongst students. The winner of the contest, Adrian Gonzalez, Graphic Designer for the LSU, designed a creative logo that expresses what the campus community felt about the student union.

The LSU wanted to provide a consistent experience and strengthen our brand. The logo design relates to the letter "X" because this letter is a mark, an indicator and an identifier. The letter "X" marks the spot on maps of a specific location, often the place to be, which makes sense given the LSU is both the literal and physical heart of the campus.

## CORE VALUES

Organizational Values matter. We believe that our values assist employees in achieving our mission as well as expressing our core beliefs. They are the essence of our organization's identity and serve as a compass for the organization's culture. When you are in doubt, rely on these core values to inform your decisions and guide your behavior.



### SERVICE

We are dutiful in serving the best interests of guests & coworkers.



We practice responsible stewardship of organizational assets (for today and tomorrow).



We encourage and support active citizenship in governance and employment.

### LEADERSHIP

We are a learning organization which practices active dialogue and shared decision-making.



We suspend hierarchy whenever possible.



We pursue and cultivate partnerships.

### INCLUSIVITY

We foster an environment where all experience a sense of belonging.



We seek to understand and value differences between people.



We strive to avoid wrongdoing others by our actions or omissions.

### DEVELOPMENT

We strive for personal mastery within ourselves and those we lead through generative learning.



We empower ourselves and each other.



We pursue continuous improvement.

### ENJOYMENT

We align individual purpose to the organization's mission.



We nourish work-life balance, wellbeing, and prosperity.



We delight in creating moments of unexpected joy for others.

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## **1. ABOUT THIS HANDBOOK**

This employee handbook contains information about the employment policies and practices of DONALD P. AND KATHERINE B. LOKER UNIVERSITY STUDENT UNION, INC. (the “LSU”) in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda or other LSU documents are superseded, with the exception of any currently valid written agreements between an employee and the LSU.

The handbook sets forth the terms and conditions of employment of all full-time employees, part-time employees and supervisors. Appendix A applies to Student Assistant employees. No policy in this handbook is to be interpreted in a way that interferes with the rights of employees to engage in, or refrain from, concerted protected activity protected by the National Labor Relations Act, including the freedom to engage in conversations or activities related to wages, benefits, or other terms and conditions of employment.

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

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

Not all LSU policies and procedures are set forth in this handbook. We have summarized only some of the more important ones. If you have any questions or concerns about this handbook or any other policy or procedure, please ask your supervisor or the Human Resources Manager of the Foundation of California State University, Dominguez Hills (“CSUDH”), whose contact number is 310-243-3306.

## **2. EMPLOYMENT AT THE LSU**

Employment at the LSU is EMPLOYMENT AT WILL. Employment at will may be terminated for any reason, with or without cause or notice, at any time by the employee or the LSU. With the exception of any currently valid written agreement, nothing in this handbook or in any document or statement, oral or written, limits the right to terminate employment at will.

No manager, supervisor or employee of the LSU has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only the Director of the LSU has the authority to make any such agreement and then only in writing.

### **3. WHISTLE BLOWER PROTECTION AND NON-RETALIATION POLICY AND PROCEDURE FOR REPORTING COMPLAINTS**

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

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

The LSU will not:

3.1 Retaliate against an employee for disclosing information about suspected unlawful activity as defined above to a governmental or law enforcement agency.

3.2 Retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a state or federal rule or regulation.

3.3 Retaliate against an employee for having exercised their rights in their present or former employment.

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

### **4. OPEN DOOR POLICY**

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

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

4.2 If the problem is still not resolved, you may put it in writing and present it to the Associate Director or Foundation Human Resources Manager who will investigate and attempt to provide a solution or explanation. It is recommended that you bring this matter to the Associate Director or Foundation Human Resources Manager as soon as possible after you believe that your immediate supervisor has not resolved the matter.

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

## **5. BACKGROUND CHECKS AND INVESTIGATIONS**

The LSU must maintain a safe and productive workplace with honest, trustworthy, qualified, reliable and non-violent employees who do not present a risk of serious harm to their co-employees or others. To that end, the LSU shall perform, or request that third parties perform, background checks or other types of investigations before, while, or after you are employed at the LSU. Background checks will be performed in accordance with federal, state and local law.

5.1 Background checks shall be performed for professional personnel in sensitive positions and for any personnel or volunteers being considered for a position in which law requires a background check.

5.2 Background checks shall not be performed for student assistant employees or student volunteers, unless being considered for a position in which a background check is required by law.

### **5.3 Definitions**

(a) Sensitive Positions: Professional personnel with regular access to data that comprises identity, health, and financial information that can lead to identity theft; access to or control on a regular basis of cash, checks, and/or credit card information; possession of LSU building keys, or unsupervised access to the building; access to controlled or hazardous substances; access to and/or responsibility for operating company vehicles or personal vehicles on company business; access to machinery or equipment that can cause injury, illness, or death.

(b) Certifications: Professional licensing, certifications, and/or credentials as required in position descriptions.

### **5.4 Types of Background Checks**

(a) Employment Verification: Relevant employment verifications shall be conducted by a third party agency, including, all prior employment within the past five (5) years.

(b) Education Verification: Education verifications shall be conducted by a third party agency. All educational requirements as appropriate to the position which may include high school diploma, General Education Development (GED) certificate and all post-secondary degrees.

(c) Reference Checks: Using a standardized inquiry, LSU shall contact up to three (3) references provided by the applicant to verify work history and skills.

(d) Criminal Records Checks: Criminal records check shall be conducted by a third party. Depending on the position, fingerprinting and/or live scan may also be conducted.

(e) Credit Report History: If job related (as defined by CA Labor Code 1024.5), LSU shall review the candidate's credit report, pursuant to credit check regulations. The review of the applicant's credit report shall comply with the requirements of the Consumer Credit Reporting Agencies Act (CCRAA).

(f) Motor Vehicle Records/Licensing Check: If job related, verification of a valid California driver's license for positions that require employees to drive for work purposes. Additional requirements of the license may be verified (such as type of license and endorsements) for positions that require it. Verification of current insurance may also be required.

(g) Professional Licensing, Certification, and/or Credential Verification: If job related, LSU shall verify professional licenses, certifications, and/or credentials to ensure that they are current and valid for practice. LSU may also assess if any disciplinary actions(s) have been taken through the licensing board or other appropriate source.

5.5 Confidentiality and Records Retention. LSU shall maintain the confidentiality of the background check results, unless otherwise required by law. Only record custodians shall be notified and shall have access to the results.

5.6 Adverse Action/Right to Appeal. If any background check information is used to make an employment decision and adverse action occurs, the individual shall be notified and given the right to appeal.

## **6. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES**

LSU is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status and any other consideration protected by federal, state or local law (sometimes referred to, collectively, as "protected characteristics").

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law. Our commitment to equal opportunity employment applies to all persons involved

in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers.

## 6.1 Complaint Procedure

Any employee who believes that he or she has been harassed, discriminated against or subject to retaliation by a co-worker, supervisor, agent, client, vendor or customer of LSU in violation of the foregoing policies, or who is aware of such harassment, discrimination or retaliation against others, should immediately provide a written or verbal report to their supervisor, any other member of management or to the Associate Director or Foundation Human Resources Manager. LSU expects that all employees fully cooperate with any investigation conducted by LSU into a complaint of proscribed harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies.

After a report is received, a thorough and objective investigation by management will be undertaken. The investigation will be completed and a determination made and communicated to the employee as soon as practical.

If we determine that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any such conduct in the future. If a complaint of a violation of this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at [www.eeoc.gov](http://www.eeoc.gov) or [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

## 6.2 Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by LSU for using this complaint procedure, reporting proscribed discrimination or harassment or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Employees should report any retaliation prohibited by this policy to their supervisor, any management team member or the Human Resources Manager of the Foundation of California State University, Dominguez Hills (“CSUDH”), whose contact number is 310-243-3306. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of the violation of this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

## **7. DISABILITY ACCOMODATION**

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

Any employee who requires an accommodation in order to perform the essential functions of their job should contact the Human Resources Manager of the Foundation of California State University, Dominguez Hills (“CSUDH”), whose contact number is 310-243-3306 to request such an accommodation. Human Resources will meet with the employee and engage in an interactive process to determine what, if any, reasonable accommodation may be appropriate.

When making a request for an accommodation, an employee with a disability should specify in writing what barriers or limitations make it difficult for him or her to perform the job. LSU will conduct an investigation regarding these barriers or limitations and then LSU and the employee will identify a possible accommodation, if any, that will help to eliminate the barrier(s) or limitation(s). If the accommodation is reasonable and will not impose an undue hardship on LSU and/or a direct threat to the health and/or safety of the individual or others, LSU will make the accommodation. We may also propose an alternative accommodation.

LSU will also consider requests for reasonable accommodations for medical conditions related to pregnancy and childbirth if supported by medical documentation.

Employees who wish to request unpaid time away from work because of a qualifying disability should speak to their supervisor or the Human Resources Manager of the Foundation of California State University, Dominguez Hills (“CSUDH”), whose contact number is 310-243-3306 regarding a proposed accommodation.

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

## **8. RELIGIOUS ACCOMMODATION**

LSU will provide reasonable accommodation for employees’ religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee’s religious beliefs, observances, or practices and the employee’s job requirements, without causing undue hardship to LSU.

LSU has developed an accommodation process to assist employees, management, and Human Resources. Through this process, LSU establishes a system of open communication between employees and LSU to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees’ needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and their request for accommodation to the attention of

their supervisor or the Human Resources Manager of the Foundation of California State University, Dominguez Hills (“CSUDH”), whose contact number is 310-243-3306 to initiate the accommodation process. LSU requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

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

## **9. SEXUAL AND OTHER UNLAWFUL HARASSMENT**

LSU is committed to providing a work environment that is free of illicit harassment based on any protected characteristics. As a result, LSU maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law. For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States. All such harassment is prohibited.

Our Sexual and Other Unlawful Harassment Policy applies to all persons involved in our operations and prohibits proscribed harassing conduct by any employee of LSU, including nonsupervisory employees, supervisors and managers. This policy also protects employees from prohibited harassment by third parties, such as vendors, clients, or temporary or seasonal workers. If such harassment occurs on the job by someone not employed by LSU, the procedures in this policy should be followed.

### **9.1 Sexual Harassment Defined**

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

- (a) Submission to such conduct is made a term or condition of employment; or
- (b) Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- (c) Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- (d) Unwanted sexual advances.
- (e) Offering employment benefits in exchange for sexual favors.
- (f) Making or threatening reprisals after a negative response to sexual advances.
- (g) Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- (h) Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- (i) Verbal sexual advances or propositions.
- (j) Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- (k) Physical conduct: touching, assault, impeding or blocking movements.
- (l) Retaliation for reporting harassment or threatening to report sexual harassment.

## 9.2 Other Types of Harassment

Prohibited harassment on the basis of any legally protected classification, including, but not limited to: race, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including domestic partnership status), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, immigration status or any other consideration protected by federal, state or local law, includes behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

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

## 9.3 Abusive Conduct Prevention



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

#### 9.4 Complaint Procedure

Any employee who believes that he or she has been subjected to prohibited harassment, discrimination or retaliation by a co-worker, supervisor, agent, client, vendor or customer of LSU, or who is aware of the harassment or discrimination of others, should immediately provide a written or verbal report to their supervisor, any other member of management, to the Associate Director or Foundation Human Resources Manager regarding such incidents.

After a report is received, a thorough and objective investigation by management will be undertaken. The investigation will be completed and a determination made and communicated to the employee as soon as practical.

If we determine that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any such conduct in the future. If a complaint of a violation of this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at [www.eeoc.gov](http://www.eeoc.gov) or [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

#### 9.5 Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by LSU for using this complaint procedure, reporting proscribed harassment or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Employees should report any retaliation to their supervisor, any management team member, or the Associate Director or Foundation Human Resources Manager. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of a violation of this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

## 9.6 Prohibition Against and Duty to Disclose Romantic Relationships

The LSU recognizes that employees may develop romantic or sexual relationships in the course of their employment. However, in an effort to prevent supervisory problems, favoritism, the possibility of compromising confidential information and/or trade secrets, morale problems, disputes or misunderstandings, and potential sexual harassment claims, supervisors are forbidden from dating or engaging in romantic or sexual relationships with subordinate employees. It is strongly discouraged for professional staff to engage in romantic or sexual relationships with student assistant employees or student volunteers.

However, in the event such a relationship is undertaken, the parties are required to disclose to the Director or Foundation Human Resources Manager that such a relationship exists. Based on the sole discretion of the LSU, both parties may be given the opportunity to sign an acknowledgment that the relationship is voluntary and consensual. In that case, both parties will also be required to disclose to the Director or Foundation Human Resources Manager when the relationship is no longer voluntary and consensual. In the event that such a relationship exists or existed, and such disclosures have not been made, the relationship will be presumed to have been voluntary and consensual. All employees acknowledge these requirements and the presumption by signing the Annual Acknowledgment and Receipt of this Handbook. Co-workers are also discouraged from dating or pursuing romantic or sexual relationships with each other.

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

## 10. EMPLOYMENT CLASSIFICATIONS AND POSITION DESCRIPTIONS

### 10.1 Employment Classifications

It is the intent of the LSU to clarify the definitions of employment classifications so that employees understand their employment status and benefits eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment relationship at will at any time is retained by both the employee and LSU.

#### Fair Labor Standards Act (FLSA) Job Classifications

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisor or Human Resources with any questions or concerns regarding their status.

**Nonexempt Employees** are employees whose job positions do not meet FLSA or applicable California exemption tests and who are not exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked more than eight hours in any workday and 40 hours in a workweek.

**Exempt employees** are employees whose job assignments meet specific tests established by the FLSA and California wage and hour laws and who are exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis.

## 10.2 Position Categories

LSU has established the following categories for both nonexempt and exempt employees:

**Regular Full-Time** employees, referred to as Pro Team, are not in a temporary status and are regularly scheduled to work at least 40 hours per week. Generally, they are eligible for the full LSU benefits package, subject to the terms, conditions, and limitations of each benefit program.

**Student Assistant** employees, referred to as Loker Leaders, are those who are employed in positions reserved exclusively for currently enrolled California State University Dominguez Hills (CSUDH) students. Student Assistant employees may include federal work study recipients and international students. Student assistant employees are part-time and temporary and may be assigned to work up to 20 hours per week during academic semesters, and up to 40 hours per week during university break periods. Student Assistant employees are designated as nonexempt and are not eligible for employee benefits, except as required by applicable law.

**Temporary** employees are those who are employed for short-term assignments. Temporary employees are generally hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Temporary employees may be assigned work schedules that are either full-time or part-time and may be classified as exempt or nonexempt, based on job duties and compensation. Employment beyond an initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until notified in writing of a change. Temporary employees are not eligible for employee benefits except for sick leave, as required by applicable law, and may be eligible for vacation leave based on the nature of the appointment. In the event a temporary employee is hired full-time, medical benefits will be provided if employment exceeds 90 days, as required by the Affordable Care Act (ACA).

## 11. EMPLOYMENT OF RELATIVES

Relatives of employees will not be eligible for employment with the LSU where potential problems of supervision, safety, security, confidentiality, morale, or potential conflicts of interest exist. Relatives include an employee's parent, child, spouse, domestic partner, brother, and sister, in-laws, and step relationships.

If two employees marry, become related, or become domestic partners, only one of the employees will be permitted to stay with the LSU unless reasonable accommodations can be made to eliminate any potential problems.

## **12. RECRUITMENT AND SELECTION**

All position vacancies within the LSU are subject to the recruitment and advertising process. These vacancies are posted in conspicuous locations on campus and in the LSU. Internal candidates who meet the position's qualifications will be fully considered for any vacancy for which they apply. The Director will make the final decision as to filling the position at their sole discretion. A promoted employee or a transferred employee will continue to serve at will from the new appointment date.

## **13. SEPARATION FROM EMPLOYMENT**

All positions in the LSU serve at the will of the Director, and as such can be separated at any time with or without notice, for any or no reason. Payment of all wages due, including unused accrued vacation, will be made upon separation, in accordance with applicable laws.

13.1 Resignation. All resignations must be accompanied by a letter of resignation written and signed by the employee. However, when an oral or electronic notice of resignation is given without the required accompanying written and signed letter within 24 hours of oral or electronic notice, the LSU will assume the oral or electronic notice to be valid and will accept the resignation by email and regular mail.

13.2 Reductions in Force. A reduction in force may result from several events, including a reorganization, a reduction in supporting funds, or the deletion of work functions. The Director will make the ultimate decision as to who will remain employed and in what position.

13.3 Retirement. Employees are eligible for retirement from LSU employment at age 50 with at least five years of service credit with the LSU's retirement system (PERS).

13.4 Checkout Process. Upon termination of employment (regardless of reason) the employee must complete a checkout process to separate from the University and return all property to the LSU. An Employee Separation Checklist must be completed on the employee's last day of employment and turned in with all signatures to the Support Services Coordinator. At the time the employee meets with the Foundation Human Resources Manager for clearance, any questions regarding extension of benefits should be addressed.

The LSU uses the separation process as an opportunity to determine why employees are leaving and therefore conducts exit interviews. The LSU is interested in eliciting the departing employee's reasons for leaving and includes an evaluation of wages paid, benefits and working conditions. Exit interviews will be conducted by the Director or their designee.

## **14. COMPENSATION AND TIMEKEEPING**

14.1 Responsibility for Compensation Administration. The Director (or designee) is the only person with authority to establish compensation for any LSU employee. Oral or written statements or promises by any other person are not binding upon the LSU.

### 14.2 Salary Adjustments

(a) Salary Increases. Salary increases are not automatic and are subject to budgetary constraints and are within the sole discretion of the Director.

(b) Cost of Living Adjustments. It is the policy of the LSU to conduct an annual review of all salaries to ensure that LSU salaries are keeping up with the cost of living. The salary and wage rates of related industries, other auxiliaries and educational institutions will be considered when determining whether a COLA is warranted. COLA's are subject to budgetary constraints.

(c) Salary Advances. LSU will not advance salary to any employee under any circumstances.

(d) Pay Deductions and Garnishments. The law requires that the LSU make certain deductions from every employee's compensation. Among these are applicable federal, state and local income taxes. The LSU also must deduct Social Security taxes on each employee's earning up to a specific limit. The law also requires full accounting on each pay stub for the hours worked and deductions taken.

The LSU offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions in writing from their paychecks to cover the costs of participation in these programs.

Court-ordered wage attachments are pay deductions required to be taken by LSU. An administrative fee may apply to attachments. Employees with two or more attachments may face involuntary termination.

Deductions made from your paycheck are disclosed on your pay stub. Questions should be directed to the LSU Office Manager or Foundation Human Resources Manager.

## **15. OVERTIME WORK**

Employees may be required to work beyond normal hours. Although advance notice is given when feasible, this is not always possible. All non-exempt employees must have approval in writing from the Director (or their designee) before working overtime. Because unauthorized overtime is against LSU policy, employees who work unauthorized overtime, and managers who allow an employee to do so, are subject to discipline, which may include termination. Overtime or extra hours are hours worked in excess of eight (8) hours a day or forty (40) hours in a week. Employees in part-time positions do not earn overtime until they have worked more than eight (8) hours in one day or 40 hours in a week. Hours must be worked to

receive overtime. Hours used for vacation, sick or other leave do not count towards hours worked.

## **16. PAYMENT FOR OVERTIME**

This policy applies only to non-exempt employees. Payment for overtime work must be in the form of additional wages only. For the purpose of determining overtime, the LSU's work week begins at 12:01 a.m. on Sunday and ends at 12:00 midnight the following Saturday. Non-exempt employees receive time and a half compensation when hours worked exceed eight (8) hours in one day or forty (40) hours in one week. They receive double-time compensation for hours worked in excess of twelve (12) hours in one day and for hours worked in excess of eight (8) on the seventh consecutive day in any one (1) work week. Employees cannot forgo this premium pay either voluntarily or involuntarily. Overtime hours must be approved before they are worked. A LSU Request for Overtime Form must be completed and attached to the applicable time sheet.

## **17. PAY PERIODS AND PAY DAYS**

Employees are paid on a bi-weekly basis and with pay days every other Thursday. The official work week begins on Sunday 12:00 am and end on Saturday 11:59 pm. For more information, please consult the Payroll Calendar.

## **18. WORK CONDITIONS AND HOURS**

18.1 Time Sheets. The LSU requires accurate timekeeping. A payroll time sheet form (must be correctly completed, signed and received by the LSU Office Manager no later than the due date set forth by the LSU. Time sheets received late or with incorrect or incomplete information will be corrected in the next pay period. Frequent occurrences of this nature may lead to disciplinary action. For the last few days of each work period, a manager reports on the employee's time sheet the employee's scheduled work time. If it happens that the actual time worked during these few days is different from the time reported (due to sickness, vacation, overtime, etc.), the manager is responsible for reporting the variance on the employee's next time sheet so that any adjustments may be made for the next pay date.

Falsification of time sheets or other time records is a very serious matter and will lead to disciplinary action, including termination.

18.2 Work Schedules. Work schedules for employees vary throughout our organization. Managers will record and post the employee's individual work schedules. Staffing needs and operational demands may require variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

18.3 Attendance and Punctuality. If any employee is unable to attend work as scheduled or will be more than thirty minutes late, the Director, employee's supervisor and Office Manager must be promptly notified, no later than the expected start time, by the employee. The reason for the absence and the time or date the employee expects to return to work must be given. Employees who are absent or tardy without proper notice will not be paid for the time they are absent nor will

they be able to use any vacation or sick leave accruals for that time. Failure by an employee to notify the Director, their supervisor, and the Office Manager (or her/his designee) at the earliest possible time may also lead to other disciplinary action, which may include termination. Student Assistant Employees must refer to the Student Assistant Employee Supplement Attendance and Punctuality section of the handbook.

Any employee absent without prior permission for three (3) consecutive working days is deemed to have abandoned their job and will automatically be terminated.

#### 18.4 Meal and Rest Breaks

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

##### (a) Meal Breaks

LSU provides at least a 30-minute meal break to employees who work more than five hours, unless they work six or fewer hours total and elect in writing to waive the first meal break. LSU provides a second 30-minute meal break to employees who work more than 10 hours in a workday, unless they work 12 or fewer hours total, did not waive the first meal break and elect in writing to waive the second meal break. Employees should take their first meal break before the end of the fifth hour of work. Employees should take their second meal break before the end of the 10th hour of work. LSU provides meal breaks according to the following schedule:

<b>Duration of Shift In Hours</b>	<b># Meal Breaks</b>	<b>Comments</b>
0 to $\leq$ 5.0	0	An employee who does not work more than five hours in a workday is not expected to take a meal break.
> 5.0 to $\leq$ 10.0	1	An employee who works more than five hours in a workday, but who does not work more than 10 hours in a workday, is expected to take a 30-minute meal break that is available before the end of the fifth hour of work, unless the employee is working six or fewer hours and elects in writing to waive the first meal break.
> 10.0	2	An employee who works more than 10 hours in a workday is expected to take a second 30-minute meal break that is available before the end of the 10th hour of work, unless the employee is working 12 or fewer hours, did not waive the first meal break and elects in writing to waive the second

<b>Duration of Shift In Hours</b>	<b># Meal Breaks</b>	<b>Comments</b>
		meal break.

Meal breaks may not be taken at the beginning or end of shifts. Employees will be relieved of all of their duties during meal breaks and are allowed to leave LSU premises.

LSU does not pay nonexempt employees for meal breaks, so nonexempt employees must record the start and stop times of their meal breaks.

Any manager who requires a non-exempt employee to work through some or all of a 30-minute meal period provided under this policy must immediately notify the Office Manager (payroll) so that the employee can be compensated correctly. Any nonexempt employee who feels s/he is required to work through some or all of a 30-minute meal break, or who is required to take a late meal break (i.e., is required to begin the first meal break after the end of the fifth hour of work or is required to begin a second meal break after the end of the 10th hour of work), should complete a "California Meal and Rest Break Premium Request Form" and submit it to the Office Manager by no later than the end of the pay period so they can be compensated correctly. Otherwise, if neither the manager nor the employee contact the Office Manager the LSU will assume that any nonexempt employee who fails to record a meal break, records a fewer-than-30-minute meal break, or takes and records a late meal break did so voluntarily.

(b) Rest Breaks

Nonexempt employees are authorized and permitted to take a 10-minute paid rest break for every four hours worked, or major fraction thereof (i.e., more than two hours). LSU authorizes and permits rest breaks according to the following schedule:

<b>Duration of Shift In Hours</b>	<b># 10-Minute Rest Breaks</b>	<b>Comments</b>
0 to < 3.5	0	A nonexempt employee who does not work three and one-half hours or more in a workday is not expected to take a rest break.
$\geq 3.5$ to $\leq 6$	1	A nonexempt employee who works three and one-half hours or more in a workday, but who does not work more than six hours in a workday, is expected to take one 10-minute rest break.



<b>Duration of Shift In Hours</b>	<b># 10-Minute Rest Breaks</b>	<b>Comments</b>
> 6.0 to ≤ 10.0	2	A nonexempt employee who works more than six hours in a workday, but who does not work more than 10 hours in a workday, is expected to take two 10-minute rest breaks.
> 10.0 to ≤ 14.0	3	A nonexempt employee who works more than 10 hours in a workday, but who does not work more than 14 hours in a workday, is expected to take three 10-minute rest breaks.

Whenever practicable, nonexempt employees should take their rest breaks near the middle of each work period. Nonexempt employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early or extending a meal break.

Because rest breaks are paid, nonexempt employees should not clock out for them.

Any manager who requires a non-exempt employee to work through some or all of a 10-minute rest break provided under this policy must immediately notify the Office Manager so that the employee can be compensated correctly. Any nonexempt employee who feels s/he is not authorized and permitted to take a rest break according to this policy should complete a "California Meal and Rest Break Premium Request Form" and submit it to the Office Manager by the end of the pay period so they can be compensated correctly. Otherwise, if LSU does not hear from the manager or the employee, LSU will assume the employee either took their rest break or voluntarily decided to waive it.

### 18.5 Responsibilities

Nonexempt employees are expected to take their meal and rest breaks in accordance with the applicable guidelines set forth in this policy. Management is expected to make meal and rest breaks available to their employees in accordance with this policy. Supervisors may schedule meal and rest breaks for their employees, taking into account their department's operational requirements and employees' needs. Supervisors may stagger employees' meal breaks so ongoing operational responsibilities are not compromised, as long as the applicable guidelines in this policy are met. Supervisors are responsible for administering their department's meal and rest breaks in a fair and uniform manner.

### 18.6 Discipline

Any employee, supervisor, or manager who fails to observe meal period and rest break policies will be subject to discipline, up to and including termination of employment. Violations of this policy should be reported to Associate Director. Every report will be fully investigated and corrective action will be taken where appropriate.

In addition, the LSU will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the LSU's investigation of such reports. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

#### 18.7 Break Room

The LSU provides a designated break area located in the back of the LSU Administrative Office for all employees to take their break or lunch. The break room is equipped with a refrigerator and microwave that are available to all employees. Employees are encouraged to use of the break room when taking their meal or rest breaks. Employees may not leave personal items (including dirty dishes) in shared spaces such as the countertop or sink. Personal items must be immediately removed at the conclusion of the employee's break or lunch in order to maintain a clean and welcoming environment for all who share the space.

#### 18.8 Workstations

Employees are expected to maintain clean and organized work areas. It is acceptable to have a reasonable amount of personal mementos in assigned workstations. Work areas, cubicles, and offices are not to be used as storage for personal items.

### **19. BENEFITS**

The LSU's benefit program includes the following:

Required for all employees:

Short Term (State) Disability Insurance

Worker's Compensation

Social Security (Regularly enrolled students are excluded)

Unemployment Insurance

Required, depending on certain eligibility requirements and employment conditions (see employee definitions):

Retirement

Available, depending on certain eligibility requirements and employment conditions (see employee definitions) and funding availability:

Health Insurance

Dental Insurance

Vision Insurance

- Life Insurance
- Accidental Death and Dismemberment
- Long Term Disability
- Tax Shelter 403B Annuity Accounts

Further information is available from the Foundation Human Resources Manager.

**20. VACATION/ACCRUED TIME**

Vacation benefits begin to accrue to eligible employees from their first day of employment and may be used after six months of continuous employment.

Employees may not use vacation credit in excess of what is accumulated. Employees may only use the time accrued as of the date of their request. Additionally, one day of vacation accrual (pro-rated based on hours worked in previous month), will be credited to each employee at January 1. Once credited, the additional day counts toward the maximum vacation accrual.

Vacations are taken at the mutual convenience of the employee and the Director except when it is necessary for the Director to require vacation to be taken at a specific time in accord with needs of the LSU or for budgetary reasons. All vacation must be approved in advance by the Director. A Request for Absence Form should be completed by the employee and submitted to the Director 15 days in advance. Vacation may be used in half-hour increments, but not less. Vacation leave is not charged for holidays falling within the period of vacation leave. Vacation is prorated based on time worked that month. The LSU's schedule of vacation earning and maximum accrual rate is as follows:

LENGTH OF SERVICE	ACCRUAL RATE		MAXIMUM ACCURAL
	Days/Year	Hours/Month	
0–3 years (1–36 months)	10 days/year	6.67 hours/month	160 hours
3–6 years (37–72 months)	15 days/year	10.00 hours/month	240 hours
6–15 years (73–180 months)	20 days/year	13.34 hours/month	320 hours
15+ years (181+ months)	24 days/year	16.00 hours/month	384 hours
Management Employees	24 days/year	16.00 hours/month	440 hours

**21. HOLIDAYS**

LSU observes the same holidays as those observed by the University. Eligible employees who work the day before **and** the day after a holiday will receive compensation for holidays.

For eligible part-time hourly employees, the holiday pay will be prorated based on time worked that month.

## **22. FAMILY AND MEDICAL LEAVE**

LSU will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws have different names, LSU refers to the federal Family and Medical Leave Act (Fed-FMLA) and the California Family Rights Act (CFRA) collectively as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law.

### **22.1 Employee Eligibility**

To be eligible for FMLA Leave, employees must: (1) have been employed by LSU for a total of at least 12 months (52 weeks) at any time prior to the commencement of a CFRA leave; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) have worked at a location where at least 50 employees are employed by LSU within 75 miles of the employee's worksite, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify for FMLA Leave, they should contact the Foundation Human Resources Manager.

### **22.2 Reasons for Leave**

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a registered domestic partner or a child of a registered domestic partner (CFRA only), incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only), qualifying exigency leave (Fed-FMLA only) and military caregiver leave (Fed-FMLA only). Additionally, CFRA coverage for an employee's own serious health condition that also constitutes a disability under the California's Fair Employment and Housing Act (FEHA) is separate and distinct from FEHA protections. If the employee cannot return to work at the expiration of the CFRA leave, LSU will engage the employee in the interactive process to determine whether an extension of the leave would be a reasonable accommodation under the FEHA.

(a) The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);

(b) To care for an immediate family member (spouse, registered domestic partner, child, child of a registered domestic partner or parent) with a serious health condition (Family Care Leave);

(c) An employee's inability to work because of a serious health condition (Serious Health Condition Leave);

(d) A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces (Qualifying Exigency Leave); or

(e) To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember" (Military Caregiver Leave).

### 22.3 Definitions

**"Child,"** for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA Leave is to commence. "Child," for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted or foster child; stepchild; legal ward; or a child for whom the person stood in loco parentis, and who is of any age.

**"Parent,"** for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.

**"Covered Active Duty"** means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

**"Covered Servicemember"** means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.

**"Spouse"** means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered

into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state. For purposes of CFRA leave, a spouse includes a registered domestic partner or same-sex partners in marriage.

**"Key employee"** means a salaried FMLA Leave eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite at the time of the FMLA leave request.

**"Serious health condition"** means an illness, injury, impairment or physical or mental condition that involves either:

(a) Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or

(b) Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:

(i) A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

(ii) Any period of incapacity due to pregnancy or prenatal care (under the Fed-FMLA, but not the CFRA).

(iii) Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity.

(iv) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease.

(v) Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

**"Serious injury or illness"** in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the

line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render him or her medically unfit to perform the duties of their office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.

**"Qualifying exigency"** is defined by the Department of Labor and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

#### 22.4 Length of Leave

If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; and (3) Serious Health Condition Leave. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

When the reason for leave is Bonding Leave under the CFRA or Fed-FMLA and both spouses work for LSU and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them. However, LSU will not limit the spouses' entitlement to CFRA for any qualifying reason other than Bonding Leave. When the reason for leave is Family Care Leave and if both spouses work for LSU and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them under Fed-FMLA. A 12-month period begins on the date of the employee's first use of FMLA Leave. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended.

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

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

To the extent required by law, leave beyond an employee's FMLA Leave entitlement will be granted when the leave is necessitated by an employee's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with

Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA). When the reason for CFRA leave was the employee's serious health condition, which also constitutes a "disability" under the FEHA and the employee cannot return to work at the conclusion of the CFRA leave, LSU will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

## 22.5 Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's child, parent or spouse with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the employee or their family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

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

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt LSU's operations. Please contact your supervisor or the Human Resources Manager of the Foundation of California State University, Dominguez Hills ("CSUDH"), whose contact number is 310-243-3306 prior to scheduling medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employee's CFRA entitlement.

## 22.6 Notice and Certification

Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements

Employees are required to provide:



(a) When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);

(b) When the need for leave is not foreseeable, notice within the time prescribed by LSU's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;

(c) When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);

(d) Periodic recertification (as allowed by law); and

(e) Periodic reports during the leave.

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

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

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt LSU's operation. Please contact your supervisor or the Foundation Human Resources Manager prior to scheduling planned medical treatment.

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

## 22.7 Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's Fed-FMLA leave is certified, LSU may later require medical recertification in connection with an absence that the employee reports as qualifying for Fed-FMLA leave. For example, LSU may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the

employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or (3) LSU receives information that casts doubt upon the employee's stated reason for the absence. In addition, LSU may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by LSU will be at the employee's expense.

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

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

## 22.8 Qualifying Exigency Leave Requirements

Employees are required to provide:

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

Certification forms are available from the Foundation Human Resources Manager.

## 22.9 Failure to Provide Notice or Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, LSU may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

## 22.10 Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and LSU's policy. All payments of accrued paid leave will be integrated so that employees will receive no greater compensation than their regular compensation during this period. LSU may require employees to use

accrued vacation [PTO] and sick leave to cover some or all of a Fed-FMLA Leave. However, LSU will only require employees to use accrued vacation [PTO], if the CFRA leave is otherwise unpaid and will only require employees to use accrued sick leave, if the leave is otherwise unpaid and the reason for the leave is the employee's own serious health condition or for any other reason, mutually agreed to by LSU and employee. The CFRA leave is not unpaid if the employee is receiving state disability insurance, short or long term disability payments pursuant to an employer provided plan, or is receiving Paid Family Leave through the state. The use of paid benefits will not extend the length of FMLA Leave.

#### 22.11 Benefits During Leave

LSU will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave and Qualifying Exigency Leave will generally be provided with group health benefits for a 12-workweek period. When the reason for leave is a pregnancy-related disability, which is a serious health condition under the Fed-FMLA but not the CFRA, and the employee takes additional time off that qualifies as CFRA leave, LSU will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, LSU may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following FMLA Leave.

An employee's length of service will remain intact, but benefits such as vacation and sick leave may not accrue while on an unpaid FMLA Leave.

#### 22.12 Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If an employee becomes unqualified during CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, LSU may grant an employee's request to work a different shift, in a different or better position, or in a different location, that is better suited to the employee's personal needs upon returning from CFRA leave. LSU will also consider a reasonable accommodation under the FEHA if the employee is returning from CFRA leave for their own serious health condition. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or their position would have been eliminated even if he or she had not gone on leave, then the employee will not be entitled to reinstatement. However, if an employee has been replaced or the employee's position was restructured to accommodate the employee absence, the employee is entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee is able to resume work. For an employee on intermittent or reduced schedule FMLA Leave, such a release may be required up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent or reduced schedule leave.

Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence, or when leave begins, if earlier.

### 22.13 Confidentiality

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

### 22.14 Fraudulent Use of FMLA Leave Prohibited

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

### 22.15 Nondiscrimination

LSU takes its FMLA Leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the Fed-FMLA or the CFRA. We will not terminate or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to the Fed-FMLA or CFRA. If an employee believes that their Fed-FMLA or CFRA rights have been violated in any way, he or she should immediately report the matter to the Foundation Human Resources Manager.

### 22.16 Additional Documentation

LSU's "Employee Rights and Responsibilities" notice provides additional details regarding employees' rights and responsibilities under the Fed-FMLA. Employees may obtain a copy of the "Employee Rights and Responsibilities" notice from the Foundation Human Resources Manager.

Employees should contact the Foundation Human Resources Manager as to any Fed-FMLA or CFRA questions they may have.

## 23. SICK LEAVE

LSU recognizes that employees may need time away from work. This time away may arise based upon various reasons, including for the employee's own illness, a family member's illness, or if the employee is a victim of domestic violence, sexual assault or stalking. As a result, LSU provides Paid Sick and Safe Time ("PSST") to employees each year in recognition of that need.

### 23.1 Permissible Uses

Employees may take sick time for themselves and their eligible family members: (a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a medical or dental appointment; (d) to attend to or provide care for a family member with a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition. "Family member" includes a biological, adopted, or foster child, stepchild, or legal ward, or a child to whom the employee stands *in loco parentis*; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* when the employee was a minor; spouse or registered domestic partner; grandparent; grandchild; or sibling.

PSST can also be used if the employee is a victim of domestic violence, sexual assault, or stalking and time off is needed to attend to safety planning or other actions to assist the employee, such as judicial assistance, medical attention, counseling, etc.

PSST is not for "personal" absences not identified in the preceding paragraphs, and may not be used during holidays, vacations, or for hours of work outside an employee's regular schedule.

PSST is to be used in increments of no less than two hours to cover all or just part of a work day and is paid at the employee's regular rate of pay, which is the equivalent of the employee's hourly wage, or as required by applicable state law.

### 23.2 Eligibility

Employees must be employed by LSU for at least thirty (30) days before being able to use accrued PSST. Employees may not use sick credit in excess of what is accumulated.

### 23.3 Notice Requirements

If foreseeable, an employee must provide reasonable advance notification – either orally or in writing – to their supervisor of any absence from work for which you intend to use PSST. If use of PSST is unforeseeable, an employee must provide the notice – either orally or in writing – to their supervisor of the need to use PSST as soon as practicable. In all circumstances, an employee is responsible for specifying that the time off is for PSST reasons, so that the absence may be designated as a PSST absence. Failure to obtain approval as soon as possible after determining the need to take PSST may result in discipline.

Employees using PSST are not required to search for or find a replacement employee to cover the periods of time during which they are absent from work using PSST.

#### 23.4 Accrual, Carryover, and Separation for Benefitted Employees

Eligible full-time benefitted employees accrue eight hours of PSST for every month employed by LSU; part-time benefitted employees accrue a pro rata portion of PSST, which will be no less than one hour for every 30 hours worked. Employees will not accrue PSST during unpaid leaves of absence or non-working hours. PSST carries over from year to year. Employees cannot cash out unused PSST at the end of the calendar year. You will not be compensated for unused sick leave at the end of your employment. A benefitted employee who terminates employment with LSU and is re-hired within twelve months will receive back the unused portion of their PSST balance upon termination and will be eligible to use that time as of the date of rehire.

#### 23.5 Accrual, Carryover, and Separation for Qualified, Non-Benefitted Employees

Non-benefitted employees refer to part-time, student, seasonal, and/or temporary employees who do not already receive accrued sick leave as part of the LSU’s standard benefits package. Eligible non-benefitted employees will receive a grant of three days or 24 hours of PSST on the employee’s first day of employment with LSU, to be used during that first year of employment. Any such PSST hours unused as of the anniversary date cannot be carried over into the following year. On the anniversary day of the hire date and every year thereafter, LSU will provide another “lump sum” grant of three days or 24 hours of PSST. Non-benefitted employees cannot cash out unused PSST at the end of the year.

You will not be compensated for unused sick leave at the end of your employment. A non-benefitted employee who terminates employment with LSU and is re-hired within the same calendar year as he/she separated from employment will receive back the unused portion of their annual PSST allotment and will be eligible to use that time as of the date of rehire. If the non-benefitted employee is hired back within twelve months of their separation from employment, but the reemployment occurs in a new calendar year, the non-benefitted employee will receive the full three days or 24 hours of sick leave for the new calendar year and will be eligible to use it upon rehire.

### 24. TYPES OF LEAVES

All accumulated sick leave for benefitted employees may be carried from one year to the next and may be used as indicated on the chart below.

TYPES OF LEAVES	MAXIMUM TIME ALLOWED*
Personal illness or injury	All earned sick leave
Quarantine for exposure to contagious disease	All earned sick leave Doctor’s statement to return to work
Medical or Dental Treatment	All earned sick leave

Kin Care	One-half of yearly accrual
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Employees may not use sick leave in excess of what is accumulated. However, under unusual circumstances, the Director may allow an employee paid vacation leave when accumulated sick leave credits have been exhausted. Requests for planned use of sick leave must be approved by the Director in advance. Employees must submit a Request of Absence.

**25. JURY/WITNESS DUTY**

LSU grants employees a leave of absence for the purpose of serving jury or witness duty. Ten (10) days of paid leave is available to regular employees for this purpose once in any twelve-month period. Evidence of jury duty attendance must be presented to the Director (or their designee). Employees may retain any reimbursement for jury duty. Request for time off for jury duty attendance must be submitted to the Director as soon in advance as possible on a Request for Absence Form.

**26. TIME OFF FOR VOTING**

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

**27. PERSONAL LEAVE OF ABSENCE**

Employees who have been continuously employed with the LSU for at least one year may request a personal leave of absence without pay for a minimum period of five working days up to 30 working days. The leave may be extended for a reasonable period due to special circumstances, as determined on an individual basis by the Director.

To apply for a leave of absence, the employee must submit a Request for Absence Form to the Director. The Director makes the final decision to grant, deny or extend any and all leave requests. It is the employee's responsibility to report to work at the end of the approved leave. An employee who fails to report to work on the day after the leave expires may be considered to have voluntarily resigned.

All personal leaves of absence are without pay and, as such, are not covered by benefits, insured or uninsured. Vacation and sick leave do not accrue during any period of unpaid leave of absence. Insured benefits may be continued at the employee's expense.

## **28. BEREAVEMENT LEAVE**

Employees who wish to take time off in the event of the death of their current spouse, domestic partner, child, child of a domestic partner, parent, legal guardian, brother, sister, grandparent, grandchild, or mother-, father-, sister-, brother-, son-, or daughter-in-law, should notify the LSU Director immediately. Eligible regular full-time and exempt employees may take up to 3 consecutive scheduled workdays off with pay, with the approval of LSU.

Bereavement pay is calculated based on the base pay rate at the time of absence. The LSU Director may approve use of any available paid leave for additional time-off or an additional 2 days' unpaid leave.

## **29. PREGNANCY / DISABILITY LEAVE**

### **29.1 Pregnancy Disability Leave**

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

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

### **29.2 Reasonable Accommodation for Pregnancy-Related Disabilities**

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

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

- (a) She requests a transfer or other accommodation;
- (b) The request is based upon the certification of her health care provider as "medically advisable"; and



(c) The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

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

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, LSU will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee's four-month leave entitlement.

### 29.3 Advance Notice and Medical Certification

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

(a) 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;

(b) As much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not possible; and

(c) A signed medical certification from their health care provider that states that they are disabled due to pregnancy or that it is medically advisable for them to be temporarily transferred or to receive some other requested accommodation.

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

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

### 29.4 Duration

LSU will provide employees with pregnancy disability leave for a period not to exceed four months. The four months is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks. This leave may be taken intermittently or on a continuous basis, as certified by the employee's health care provider.

LSU may require an employee to temporarily transfer to an available alternative position to meet the medical need of the employee to take intermittent leave or work on a reduced schedule as certified by the employee's health care provider. The employee must be

qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

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

The length of the transfer will depend upon the employee's physical condition before and after childbirth.

#### 29.5 Benefits

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

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

#### 29.6 Integration with Other Benefits

Pregnancy disability leaves and accommodations that require employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees may use their accrued vacation or other paid time off (PTO) benefits during the unpaid leave of absence and must use their accrued sick leave, if applicable. However, use of sick, vacation or other PTO benefits will not extend the available leave of absence time. Sick, vacation and other PTO leave hours will not accrue during any unpaid portion of the leave of absence, and employees will not receive pay for official holidays that are observed during their leave of absence except during those periods when they are substituting vacation or sick leave for unpaid leave.

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

#### 29.7 Reinstatement

If the employee and LSU have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date if she notifies LSU that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the employee will be returned to work within two business days, where feasible, after she notifies LSU of her readiness to return.

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

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

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

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

Employees who have questions about this policy or who wish to request leave, transfer or other reasonable accommodation under this policy should contact their supervisor or the Director.

### **30. WORKERS' COMPENSATION DISABILITY LEAVE**

The LSU will grant a workers' compensation disability leave to employees with occupational illnesses or injuries in accordance with state law. As an alternative, the LSU will try to reasonably accommodate such employees with modified work. Workers' compensation disability leave runs concurrently with family and medical leave under both federal and state law. You must report all accidents, injuries, and illnesses, no matter how minor, to your immediate supervisor.

### **31. MILITARY LEAVE (ACTIVE AND RESERVE SERVICE)**

In addition to the federal protections included in the LSU's Employee Handbook, employees in California who serve in the Military are entitled to the rights and protections set forth in the California Military and Veteran's Code. Among other things, the Code prohibits discrimination against members of the military or naval services of the state or the United States, and grants members of the National Guard or U.S. Reserve a temporary leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, and special exercises or like activities. This leave is not to exceed 17 calendar days annually.

### **32. SPOUSAL/DOMESTIC PARTNER MILITARY LEAVE**

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

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

Eligible employees may use all accrued available paid leave during this leave.

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

For purposes of this policy, the following definitions apply:

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

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

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

### **33. CALIFORNIA MILITARY LEAVE**

Employees who are members of the National Guard or United States Reserve will be granted a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises and special exercises or like activities. This leave is not to exceed 17 calendar days annually, including time involved in going to and returning from such duty. Collateral benefits will not be restricted or terminated because of an employee's temporary incapacity as a result of the employee's duty in the National Guard or Naval Militia, if the employee is ordered to duty or training for 2 weeks or less. Similarly, employees who are members of the state Military Reserve will be granted a temporary leave of absence without pay while engaged in military duty for purposes of military training, drills, unit training assemblies or similar inactive duty training. This leave is not to exceed 15 calendar days annually, including time involved in going to and returning from that duty.

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

33.1 The employee is an officer or enlisted member of the National Guard of any state;

33.2 The employee was called to active duty by the Governor of the state in which he or she serves in the National Guard or by the President of the United States;

33.3 The employee received a certificate of satisfactory service in the National Guard;

33.4 The employee is still qualified to perform the duties of the position;

33.5 If the employee left a full-time position, he or she made application for reemployment within 40 days of being released from service; if the employee left part-time employment, he or she made application for reemployment within five days of being released from service; and

33.6 The employee's position was not temporary.

For one year following reemployment, LSU will not discharge the employee without cause.

LSU will not discriminate against members of the military or naval services of California or the United States.

#### **34. TIME OFF FOR PARENTS' SCHOOL ACTIVITIES**

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

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

#### **35. SCHOOL LEAVE (SUSPENSION)**

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

LSU requires documentation from the school noting the date and time of your visit after it is completed.

### **36. TIME OFF FOR ADULT LITERACY PROGRAMS**

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

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

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

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

### **37. VOLUNTEER FIREFIGHTERS, EMERGENCY RESCUE PERSONNEL, AND RESERVE PEACE OFFICERS**

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

### **38. TIME OFF FOR VICTIMS OF SEXUAL ASSAULT, DOMESTIC VIOLENCE OR STALKING**

The LSU will provide time off to any employee who is a victim of domestic violence, sexual assault, and/or stalking so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety, or welfare of the employee or the employee's child. The relief that may be sought includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief. When taking such leave, the employee should give the LSU reasonable notice of the leave, unless advance notice is not feasible. The LSU also may require the employee to provide written verification of the need for the time off, such as a police report, court order or documentation from a medical professional, etc.

The LSU will make reasonable accommodations for any employee who reports that he or she is the victim of domestic violence, sexual assault or stalking and requests that the LSU accommodate their safety while at work, unless undue hardship to the LSU would result.

Additionally, an employee who is a victim of domestic violence and/or a victim of sexual assault may take time off to attend to any of the following. (1) to seek medical attention for injuries caused by domestic violence; (2) to obtain service from a domestic violence shelter, program, or rape crisis center; (3) to obtain psychological counseling; and (4) to participate in safety planning and to take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

Confidentiality of the situation, including the employee's request for the time off, will be maintained to the greatest extent possible. Employees may use accrued benefits, such as existing vacation time or other accrued paid time off, in order to receive compensation during the time taken off from work.

### **39. TIME OFF FOR VICTIMS OF CRIMES**

The LSU prohibits discrimination against an employee who wishes to take time off from work for the purpose of attending judicial proceedings related to certain crimes committed against the employee, the employee's immediate family member, the employee's registered domestic partner, or a child of the employee's domestic partner. Employees are eligible to take time off for crimes including. a violent felony, as defined in subdivision (c) of Section 667.5 of the Penal Code; a serious felony, as defined in subdivision (c) of Section 1192.7 of the Penal Code; and a felony provision of law proscribing theft or embezzlement.

For purposes of requesting leave to attend judicial proceedings under this policy, immediate family member is defined as an employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

The LSU also prohibits discrimination against an employee who is a victim, as defined, of certain specified serious criminal offenses, as described, for taking time off from work, upon the victim's request, to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue involving certain serious criminal offenses.

For the purposes of this policy involving serious criminal offenses, "victim" of a crime means any employee who suffers direct or threatened physical, psychological, or financial harm as a result of the commission or attempted commission of a serious criminal offense. Victim also includes an employee's spouse, parent, child, sibling, or guardian.

If you believe you will need to be absent from work for any of the purposes described in this policy resulting from what you believe to be a serious criminal offense, please contact the Director to review your request.

Before an employee may be absent from work for these purposes, the employee must provide their supervisor with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible.

In the event that an unscheduled judicial proceeding occurs, which requires your immediate absence, please alert your supervisor before leaving LSU premises. The LSU may require that

the employee provide verification that the absence from work was due to attendance at the unscheduled judicial proceeding. The types of verification the LSU may require for an unscheduled judicial processing include; documentation evidencing the judicial proceeding from any of the following entities; the court or government agency setting the hearing; the district attorney or prosecuting attorney's office; or the victim/witness office that is advocating on behalf of the victim.

If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide the LSU with certification within a reasonable time. The types of certification to account for an unscheduled absence include; a police report indicating the employee was a victim of one of the specified serious criminal offenses, a court order, or documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

Confidentiality of the situation, including the employee's request for the time off, will be maintained to the greatest extent possible if an employee requests time off for these reasons. Employees may use accrued benefits, such as existing vacation time or other accrued paid time off, in order to receive compensation during the time taken off from work.

#### **40. TIME OFF FOR ALCOHOL AND DRUG REHABILITATION**

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

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

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

#### **41. TIME OFF FOR CWCAP EMERGENCY RESPONSE**

The USULSU will provide not less than 10 days per year of unpaid leave but no more than 3 days at a time to employees (1) who have been employed by the USULSU for at least 90 days immediately preceding the commencement of leave who are volunteer members of the California Wing of the Civil Air Patrol (CWCAP) and (2) who have been duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the CWCAP to respond to an emergency operational mission of the CWCAP.



#### **42. BONE MARROW DONOR LEAVE**

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

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

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

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

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

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

#### **43. TIME OFF FOR ORGAN AND BONE MARROW DONATION**

Employees who have exhausted all available sick leave are permitted a leave of absence with pay, not exceeding 30 business days in a one-year period, for the purpose of organ donation, and not exceeding 5 business days with pay in any one-year period, for bone marrow donation. The one-year period within which an employee may be eligible for leave is measured from the date the leave begins and consists of 12 consecutive months. Leave for these purposes may be taken in one or more periods. Employees requesting this leave must provide written verification that they are bone marrow or organ donors and that there is a medical necessity to for the donation. The USULSU may require as a condition of the initial receipt of this leave that an employee use up to 5 days of accrued unused vacation leave for bone marrow donation and up to 2 weeks of accrued unused vacation leave for organ donation, unless prohibited by any applicable collective bargaining agreement. Leave provided under this policy may be taken in one or more periods.

This leave does not run concurrently with FMLA/CFRA leave (if such leave is available).

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

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

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

#### **44. ORGAN DONOR LEAVE**

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

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

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

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

While on organ donor leave, LSU will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she did not take a leave. For example, if an employee on organ

donor leave would have been laid off had he or she not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

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

#### **45. LACTATION ACCOMODATION**

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

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

#### **46. PERFORMANCE EVALUATIONS**

46.1 An employee is evaluated at the end of 6 months and again at the end of 12 months following initial employment. Employees are then evaluated according to the annual cycle of performance appraisals. The purpose of evaluations is to provide an opportunity for the employee and Director (or designee) to jointly assess the employee's current job performance; to discuss problems, solutions, and training or education possibilities; and to set forth LSU as well as personal goals. The LSU Employee Performance Appraisal is used to evaluate Regular Salaried Employees, Management Employees, and Regular Hourly Employees. The Student Assistant Employee Performance Appraisal Form is used to evaluate Student Assistant Employees.

46.2 Performance Management: Employees are expected to consistently meet performance and conduct expectations. In the event that a concern arises due to an employee's inability or unwillingness to properly perform any or all job duties and/or to meet all behavioral guidelines outlined in this Handbook and within supervisor expectations, the matter will be addressed by the employee's supervisor.

Generally, employees will first receive counseling which may include retraining and clarification of performance and/or conduct expectations specific to the matter at hand. If the performance and/or conduct deficiency reoccurs, employees may be subject to any level of discipline, including written reprimands, suspensions without pay, and termination of employment. Discipline may vary depending on the severity of the issue. At all times, the level of discipline is within the sole discretion of LSU. Nothing in this policy modifies at-will employment.

#### **47. PERSONNEL RECORDS AND REFERENCES**

It is the policy of the LSU that salary information, records concerning performance and other personal information are treated confidentially. All employees' personnel files shall be held in confidence to the extent possible according to state and federal law. Confirmation of employment status and dates of employment are provided in answer to inquiries from organizations to which employees have applied for credit and from prospective employers. Salary information is provided only when an employee has explicitly authorized its release in writing.

In the presence of a LSU administrative employee, an employee may review and obtain a copy of their personnel files, request copies of signed documents and request corrections. A terminated employee may also have one-time access to a copy of their personnel file. Employees in supervisory positions (as defined in their position description) also have access to their employees' files on a strictly need-to-know basis. All current personnel records must remain in the Foundation Human Resources Office. LSU will cooperate with—and provide access to an employee's personnel file to—law enforcement officials or local, state or federal agencies in accordance with applicable law, or in response to a subpoena, in accordance with applicable law

Employees are responsible for notifying the Director of any information that should be included in their personnel files, including additional education, change in dependents and change in address or telephone numbers. It is important that an employee's file contain up-to-date information on emergency contacts, dependents or beneficiaries under insurance plans, and similar items.

#### **48. OUTSIDE EMPLOYMENT**

Full-time employees of the LSU may not work in any other job, private or professional, during the hours they are employed by the LSU. In addition, employees may not work in any other job, which might impair their performance at the LSU or create a conflict of interest.

#### **49. HEALTH AND SAFETY**

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

The LSU maintains an Illness and Injury Prevention Program, an Emergency Action Plan, a Fire Prevention Plan, and Hazard Communication Standards (if required), which may be reviewed in the office of the Associate Director. In addition, the LSU must rely upon our employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety including proper operating methods and known dangerous conditions or hazards. Employees should report any unsafe conditions or potential hazards to a supervisor immediately.

Periodically, the LSU may issue rules and guidelines governing work place safety and health or regarding the handling and disposal of hazardous substances and waste. All employees

should familiarize themselves with these rules and guidelines as strict compliance will be expected. Contact the Associate Director for copies of current rules and guidelines if you do not have them. Failure to strictly comply with rules and guidelines regarding health and safety or negligent work performance which endangers health and safety will not be tolerated.

Any workplace injury, accident or illness must be reported to your supervisor as soon as possible, regardless of its severity. If medical attention is required immediately, supervisors will assist employees in medical care, after which the details of the injury or accident must be reported.

## **50. SMOKING**

Smoking, including the use of electronic cigarettes, and vaping are prohibited inside the LSU facility, including all individual offices and storage rooms and covered parking lots. Employees who smoke must do so only in areas designated as smoking areas on the campus. Employees who observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Employees who violate this policy or who tamper with no smoking signs may be subject to disciplinary action up to and including termination.

## **51. ATTIRE AND GROOMING POLICY**

Employee appearance contributes to LSU's culture and reputation. Employees are expected to present themselves in a professional manner that results in a favorable impression of LSU.

LSU strives to maintain a workplace environment that functions well and is free from unnecessary distractions and annoyances. As part of that effort, employees are required to maintain a neat and clean appearance and properly maintained work areas that are appropriate for the workplace setting and for the work being performed. To that end, area directors may determine and enforce guidelines for workplace-appropriate attire and grooming for their areas; guidelines may limit natural or artificial scents that could be distracting or annoying to others. Appropriate workplace attire dress does not include clothing that is too tight or revealing, clothing with rips, tears or frays, or any extreme style of fashion in dress, footwear, accessories, fragrances or hair.

Any employee who does not meet the attire, grooming standards, or work area appearance will be subject to corrective action. Employees who do not meet the attire and grooming standards may be asked to leave the premises to change clothing or groom. Nonexempt employees will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards.

### **Reasonable Accommodation of Religious Beliefs**

LSU recognizes the importance of individually held religious beliefs to persons within its workforce. LSU will reasonably accommodate an employee's religious beliefs in terms of

workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for employees. Those requesting a workplace attire accommodation based on religious beliefs should refer to human resources.

**Specific Requirements**

Certain employees may be required to meet special dress, grooming and hygiene standards, such as wearing uniforms or protective clothing, depending on the nature of their job. When uniforms and protective clothing are required for certain positions the equipment will be provided to employees by LSU.

At the discretion of the area director, in special circumstances, such as during unusually hot or cold weather or during special occasions, employees may be permitted to dress in a more casual fashion than is normally required. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped, frayed, or disheveled clothing. Likewise, tight, revealing or otherwise workplace-inappropriate dress is not permitted.

The following attire dress code applies to regular full-time and temporary employees.

**LSU Professional** attire is expected of regular full-time and temporary employees except when LSU casual attire is permitted. Appropriate LSU professional attire blends traditional business attire such as formal suits with business casual attire such as collared shirts and sweaters.

Appropriate	Inappropriate
	Bottoms
Slacks or trousers	Jeans, sweatpants, leggings or exercise wear
Business skirts or dresses	Shorts, low-rise or hip-hugger pants pants
Tailored pant suits or dress suits	Beachwear, evening or club attire
	Tops
Shirts with collars, ties, tailored coats or blazers	Shirts with writing (other than company logo)
Blouses, golf and polo shirts	T-shirts, sweatshirts or exercise wear
Crewneck or V-neck sweaters, coordinated separates	Sleeveless blouses or shirts, spaghetti straps
LSU logo wear	Crop tops, bare midriiffs
	Shoes
Dress shoes or business shoes	Sandals, thongs, flip-flops
	Croc-like sandals or UGG-like boots or slippers Athletic shoes

**LSU Casual** attire will be permitted on Fridays and during academic break periods, except when meeting Board members, VIPs, and/or attending high-profile functions. In those instances, LSU professional attire must be observed.

LSU casual attire allows the following to be worn:

Bottoms	Jeans
Tops	T-shirts (barring offensive images or language) Sweatshirts
Shoes	Athletic shoes

Facility maintenance workers may wear athletic or other slip-resistant closed-toed shoes on any day of the week.

Some employees may be allergic to chemical substances due to which perfume and cologne should be worn in good taste and with restraint.

Specific requirements of student assistant employee attire are delineated in Appendix A: Student Assistant Employee Supplement.

## **52. STANDARDS OF CONDUCT**

To assure safety and security and provide the best possible work environment, we expect employees to follow basic, common-sense rules of conduct that will protect everyone's interests and safety. It is not possible to list all forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions that may result in disciplinary action, including suspension, demotion or termination of employment:

52.1 Falsification of employment records, employment information or other records;

52.2 Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time card, whether yours or another employee's;

52.3 Theft or the deliberate or careless damage of any company property or the property of any employee or client;

52.4 Use of company materials, supplies, tools or products for personal reasons without advanced permission from management;

52.5 Abuse of LSU's electronic resources, including sending personal emails during working time or in a manner that interferes with the employee's work performance;

52.6 Possessing, distributing, selling, transferring or using or being under the influence of alcohol or illegal drugs in the workplace;

52.7 Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by LSU;

52.8 Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by LSU, unless state law provides otherwise. **Note: This prohibition applies only to the extent allowed by applicable state law. In those states that specifically give the employee the right to maintain a lawfully possessed firearm in a locked vehicle in the employer's parking lot, employees will be permitted to maintain a firearm in their own locked vehicle in compliance with the law. Under those circumstances, employees are strictly prohibited from removing the firearm from their vehicle or carrying it on their person or into a building;**

52.9 Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned or occupied by LSU;

52.10 Absence of three (3) consecutive scheduled workdays without prior notice to LSU;

52.11 Failing to obtain permission to leave work during normal working hours;

52.12 Failing to observe working schedules, including meal and rest breaks;

52.13 Abusing or misusing paid sick leave. **Note: For employees subject to mandatory sick leave laws, the provisions of the applicable policy govern sick leave issues;**

52.14 Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;

52.15 Working overtime without authorization or refusing to work assigned hours;

52.16 Violating any safety, health or security policy, rule or procedure of LSU; and

52.17 Committing a fraudulent act or intentional breach of trust under any circumstances.

Although employment may be terminated at-will by either the employee or LSU at any time, without following any formal system of discipline or warning, we may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. LSU reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or LSU may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice. As previously set forth in this Employee Handbook, **only the Director of LSU or their authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the Director of LSU or their authorized representative.**



### **53. CONFIDENTIALITY**

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

All records and files maintained by LSU, in whatever form, are confidential and remain the property of LSU. Records and files are not to be disclosed to any outside party in any manner without the express permission of the Director. THIS MEANS NOT TO ANY OUTSIDE OR THIRD PARTY, INCLUDING ANY CALIFORNIA STATE UNIVERSITY. Confidential information includes, but is no way limited to medical, financial, personnel and payroll records (regarding current or past employees), information regarding student transactions, student account information, information regarding customers, vendors or suppliers, trade secrets, and any documents or information regarding LSU operations, procedures or practices. Such confidential information may not be removed from LSU premises without express written authorization from the Director.

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

NOTHING IN THIS POLICY IS MEANT TO INTERFERE WITH ANY EMPLOYEE'S RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT OR THE FREEDOM TO ENGAGE IN CONVERSATIONS OR ACTIVITIES RELATED TO YOUR WAGES, BENEFITS OR OTHER TERMS AND CONDITIONS OF EMPLOYMENT. IT IS MEANT TO PROTECT LSU'S TRADE SECRETS AND INFORMATION DEEMED CONFIDENTIAL UNDER THE LAW.

### **54. CONFLICT OF INTEREST POLICY**

The California Education Code and California Corporations Code include specific provisions which require the LSU to monitor potential conflicts of interest between the LSU and its employees. California Education Code, Section 89006, states:

It is unlawful for any person to utilize any information, not a matter of public record, that is received by that person by reason of their employment by, or contractual relationship with, the trustees, the California State University, or an auxiliary organization of the California State University for personal pecuniary gain, not contemplated by the terms of the employment or contract, regardless of whether the person is or is not so employed or under contract at the time the gain is realized.

Therefore, it is the policy of the LSU to request each employee to become familiar with these provisions and sign a conflict of interest statement which confirms they are not nor have they

ever been in a conflict of interest with respect to employment. This statement will be kept on file in the LSU Office.

If there is any question as to whether or not an employee is in conflict of interest with the California State University, Dominguez Hills LSU, the Director will review all pertinent information and present the findings to the LSU Board of Directors. A conflict of interest involving the Director shall be brought directly to the attention of the Board. If the committee concludes there exists a conflict of interest, the Board of Directors shall review the findings and appropriate actions shall be taken to remedy the situation, up to and including dismissal. Abuse in the area of conflict of interest may also result in legal action.

## **55. DRUG AND ALCOHOL ABUSE**

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

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

The following are strictly prohibited by the LSU:

55.1 Possession, use, or being under the influence of alcohol or an illegal drug or controlled substance while on the job.

55.2 Driving a LSU vehicle or your own vehicle for a LSU-related purpose while under the influence of alcohol or an illegal drug or controlled substance.

55.3 Distribution, sale or purchase of or offer to sell or purchase an illegal drug or controlled substance while on the job.

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

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

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

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

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

## **56. LSU'S RIGHT TO SEARCH**

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

Desks, lockers and other storage devices are provided for the convenience of employees but remain the sole property of LSU. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of LSU at any time, either with or without prior notice.

In addition, to ensure the safety and security of employees and customers, and to protect our legitimate business interests, we reserve the right to question and inspect or search any employee or other individual entering or leaving company premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, etc.

These items are subject to inspection and search at any time, with or without prior notice. We also may require employees to agree to reasonable inspection of their personal property and/or person while on the job or on LSU's premises. The individual may be requested to self-inspect

their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of LSU, typically a management employee of the same gender. LSU will not tolerate any employee's refusal to submit to a search.

## **57. CAMERAS AND VIDEO SURVEILLANCE**

For purposes of workplace safety and security and to prevent theft and other misconduct, LSU has installed video surveillance cameras in work areas.

If there is any reported incident of theft, trespass, workplace violence, employee misconduct or any type of safety violation (hereafter collectively referred to as "security incidents"), LSU will utilize its surveillance equipment as an investigatory tool. The Company will also make use of its surveillance equipment to deter any future security incidents.

LSU also reserves the right to actively monitor, through its surveillance cameras, any areas for safety reasons (to protect against equipment failure, breakage, or accident) or confidentiality reasons (to protect documents or other proprietary information).

Although the video surveillance described in this policy is intended to monitor for security incidents and other safety reasons at LSU, it is possible that such surveillance may monitor activities not related to LSU's business.

LSU respects the privacy of its employees. Accordingly, no video cameras will be installed in LSU's restrooms or in any changing areas

The surveillance cameras and any video footage from the surveillance are to be used solely for the purposes of this video surveillance policy. Any unauthorized use of these video cameras and/or video recordings is strictly forbidden and may result in discipline, up to and including termination of employment.

## **58. VISITORS**

Restricting access to company premises helps maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee welfare, and avoid potential distractions and disturbances. For this reason, only authorized visitors are allowed in the workplace and all authorized visitors, including friends, family and former associates, must be escorted at all times by an LSU employee.

Employees being visited are responsible for the actions of their guest(s). Should a guest of an employee act in such a manner that disrupts the normal working conditions of LSU or threatens the security of LSU and/or its employees, the employee accompanying the guest may be held responsible for the guest's actions and subject to disciplinary action up to and including termination of employment.

LSU reserves the right to verify the contents of packages and briefcases brought onto company premises by visitors.

If an employee suspects or becomes aware of any unusual situation, he or she should immediately notify the Building Manager, their supervisor, or University Police as warranted by the nature of the situation.

## **59. DRIVING FOR LSU BUSINESS**

LSU provides LSU-owned vehicles for approved selected employees to drive on LSU-designated business. LSU will also reimburse these employees for business use of personal vehicles in accordance with this policy.

All employees are expected to comply with all local, state and federal laws while operating LSU vehicles and other equipment or driving a personal vehicle for business purposes. LSU may discipline employees who engage in unlawful conduct. For example, employees who are assigned to drive a LSU-owned vehicle or otherwise required to drive as part of their job duties are required to have and maintain a valid driver's license, wear seat belts and travel at a safe speed. The improper, careless, negligent, destructive or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment. Employees will be responsible for all liabilities, fines, etc., that result from such traffic and parking violations, to the extent permissible under the law.

Employees are to use their LSU-owned vehicle for work-related purposes only, but may run incidental, personal errands during their commute to and from work or during their meal break. This commuting and meal break time is the employee's time. Employees are not allowed to use LSU vehicles outside of normal work hours unless specifically authorized by senior management.

LSU vehicles are to be driven by authorized employees only, except in the case of repair testing by a mechanic. Any accidents in LSU vehicles or while driving on LSU business, regardless of severity, must be reported immediately to the police and to the Associate Director. Failing to stop after an accident and/or failing to report an accident may result in disciplinary action, up to and including termination of employment.

Drivers are responsible for the security of LSU vehicles assigned to them. The vehicle engine must be shut off, ignition keys removed and vehicle doors locked (for vehicles with doors) whenever the vehicle is left unattended.

### **59.1 Cell Phone Use / Texting While Driving**

Employees whose job responsibilities include regular or occasional driving and who are issued a company cell phone (including smartphones and other mobile electronic devices) or use their personal cell phone for business-related work are expected to put safety first. Therefore, personal and company-supplied cell phones are not to be used while driving. Employees should also be aware that driving while holding and operating a handheld wireless telephone or electronic wireless communications device is a violation of California law unless the device is specifically designed and confused to allow hands-free operation and is used in that manner while driving. Under California law, such handheld devices can only be operated while driving in a manner requiring use of the driver's hand if: the device is mounted on the

vehicle's windshield or affixed to the dashboard or center console in a manner that does not hinder the driver's view of the road; and the driver uses their hand to activate or deactivate a feature of the device with a single swipe or tap of the driver's finger.

If an employee receives a call on a cell phone while driving, he or she must pull over safely, park and then either answer the phone or return the call. Furthermore, if an employee needs to make a call, he or she must also pull over safely, park and then place the call. Employees also may not send or review text messages while driving as part of their job responsibilities.

The purpose of this policy is to ensure the safety of employees, other motorists and company property. Employees who are charged with traffic violations or cause accidents or injuries resulting from their use of personal or company-issued cell phones while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a company-provided cellular telephone for business use or who use their personal cellular telephone for business use, are also expected to abide by the provisions of this policy.

## **60. INCLEMENT WEATHER/OFFICE CLOSING**

This policy establishes procedures to close or delay opening of the LSU due to hazardous or severe weather conditions, as well as procedures for notifying employees of a closure or delay.

The Director and/or Associate Director are authorized to decide to close the LSU due to hazardous or severe weather. When hazardous or severe weather conditions occur outside of regular business hours, supervisors will make reasonable efforts to notify employees at the earliest hour possible on the day of the closure.

LSU will notify employees of any delay or closure in the following ways: voicemail or email.

When hazardous or severe weather occurs during the day, the Director or Associate Director will decide whether to close early. In the event that the LSU closes early due to hazardous or severe weather, nonexempt employees will be paid for all hours worked and will otherwise be paid in accordance with applicable federal and state law. For hours not worked and not otherwise compensable, nonexempt employees may use available paid time off. Exempt employees who report to work but are sent home early due to hazardous or severe weather will receive pay for a normal working day.

When the LSU is open, but an employee is unable to report to work because of hazardous or severe weather, the employee should report any delay or absence to their supervisor at the earliest possible time. Employees will be required to use accrued vacation time on days when the LSU is open but the employee does not report to work because of inclement weather. For employees who do not have vacation time available, nonexempt employees will be paid only for time worked and exempt employees will not be paid for full-day absences due to

inclement weather. If the office remains open, employees must make a reasonable effort to report to work as scheduled.

Employees should not take unnecessary risks to report to work in unsafe conditions.

## **61. NO SOLICITATION/DISTRIBUTION OF LITERATURE**

LSU has established the following rules applicable to all employees and non-employees that govern solicitation, distribution of written material and access to LSU property:

Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during their working time or during the working time of the employee or the employees at whom such activity is directed;

Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed;

Non-employees are not permitted to solicit or to distribute written material for any purpose on company property.

Off-duty employees are not permitted in work areas.

Strict compliance with these rules is required.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the LSU; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the LSU.

## **62. USE OF LSU EQUIPMENT AND RESOURCES**

### **62.1 LSU Equipment**

When using LSU vehicles or other property, employees are expected to exercise care; maintain the property in safe working order; and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisors if any equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Employees who have questions about their responsibility for maintenance and care of equipment or vehicles used on the job should consult their supervisor or Associate Director.

All employees are expected to comply with all local, state and federal laws while operating LSU vehicles and other equipment. LSU may discipline employees who engage in unlawful conduct.

## 62.2 LSU Resources

LSU has significantly invested in telephone lines, fax machines, photocopiers and other types of business equipment, internet access and software that are vital to keeping our operations flowing smoothly and effectively. LSU's resources are limited and should be used for business transactions only and not for personal use, except as provided in the Electronic Resources policy in this Employee Handbook.

## 63. ELECTRONIC RESOURCES

This policy describes LSU's general guidelines for using its electronic resources, including electronic mail (email), voicemail, internet access and computer systems. Employees should use LSU's electronic resources with the understanding that these resources are provided for the benefit of LSU's business. Employees may use company electronic resources for personal use, during nonworking times, as long as such use complies with company rules and applicable law. Employees should never use LSU's electronic resources for personal use in a manner that interferes with their work duties or any responsibilities to customers.

Sending, saving, accessing, or viewing obscene or similarly offensive material on LSU's electronic resources is prohibited. Messages stored and/or transmitted by LSU's electronic resources, including the computer, voicemail, email, or the telephone system, must not contain content that may reasonably be considered to be obscene or other patently offensive material. Prohibited material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would discriminate against or harass someone on the basis of their race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination prohibited by company policies is unlawful and strictly prohibited. Violators may be subject to discipline, up to and including termination of employment.

Unless otherwise noted, all software on the internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

### 63.1 No Solicitation

LSU's electronic resources must not be used for solicitation purposes during working time. LSU's no solicitation rule applies to the use of electronic resources.

### 63.2 Software Code of Ethics

Employees may not duplicate any licenses, software or related documentation for use either on LSU's premises or elsewhere unless LSU is expressly authorized to do so by agreement



with the licensor. Unauthorized duplication of software may subject users and/or LSU to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to any outsiders including contractors, customers or others. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the internet and install it on their computers.

LSU reserves the right to audit any company computer to determine what software is installed on the local drive(s).

### 63.3 Employee Responsibility

Each employee is responsible for the content of all text, audio or images that they place or send using LSU's electronic resources. The same standards should be utilized for the creation of email messages in connection with an employee's work as would be utilized for other company correspondence or memoranda.

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

Employees may not keep any backup copies of work done for LSU when they leave LSU. If employees wish to keep samples of their work, they must obtain written permission from the Director to download specific examples. Downloading may occur only in the presence of the Director or their designee. Under no circumstances are employees allowed to keep copies of proprietary information, trade secrets, data or programs.

### 63.4 Computer and Systems Security

All computers and the data stored on them are, and remain at all times, the property of LSU. As such, all messages created, sent or retrieved over the internet or LSU's electronic mail systems are the property of LSU, and should be considered company information. LSU reserves the right to retrieve and read any message composed, sent or received using LSU's electronic resources, including all computer equipment and the electronic mail system, for any business reason, including but not limited to, ensuring compliance with this and all company policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet and email messages are not private. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email transmitted through a personal, web-based email account using company equipment could be stored on that equipment; likewise, information regarding internet sites that an employee has accessed may also be stored.

### 63.5 Email Content Screening

LSU maintains the right to screen all inbound and outbound email content. Email messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work related.

LSU may, in its discretion, review communications to and from a personal account, subject to state laws regarding attorney-client communications.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that he or she does not want LSU to monitor, the employee should consider using a personal email address and personal computer equipment. If an employee does use company equipment, he or she consents to any monitoring by LSU and should understand that he or she has no right to privacy with respect to such communications, to the extent permissible under applicable law.

To prevent computer viruses from being transmitted through the system, employees are not authorized to download any software from the internet onto their computer or any drive in that computer.

## **64. WORKPLACE VIOLENCE POLICY**

### 64.1 Statement of Policy

LSU recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms.

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

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

### 64.2 Definitions

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

(a) Threats or acts of violence occurring on LSU premises, regardless of the relationship between LSU and the parties involved in the incident.

(b) Threats or acts of violence occurring off LSU premises involving someone who is acting in the capacity of a representative of LSU.

(c) Threats or acts of violence occurring off LSU premises involving an employee of LSU if the threats or acts affect the business interest of LSU.

(d) Threats or acts of violence occurring off LSU premises of which an employee of LSU is a victim if LSU determines that the incident may lead to an incident of violence on LSU premises.

(e) Threats or acts resulting in the conviction of an employee or agent of LSU, or of an individual performing services for LSU on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate business interests of LSU.

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

(f) Threatening physical or aggressive contact directed toward another individual.

(g) Threatening an individual or their family, friends, associates or property with physical harm.

(h) The intentional destruction or threat of destruction of LSU or another's property.

(i) Harassing or threatening phone calls.

(j) Surveillance.

(k) Stalking.

(l) Veiled threats of physical harm or intimidation.

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

### 64.3 Enforcement

Any person who engages in a threat or violent action on LSU property may be removed from the premises as quickly as safety permits and may be required, at LSU's

discretion, to remain off LSU premises pending the outcome of an investigation into the incident.

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

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

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

#### 64.4 Temporary and Permanent Restraining Orders

Any employee who applies for a temporary or permanent protective or restraining order which lists any LSU location as a protected area must provide to the Director a copy of the petition and declarations used to apply for the order. Any employee who obtains, or against whom is obtained, a temporary or permanent protective or restraining order which lists any LSU location as a protected area must provide to the Director a copy of the order. Such information will be kept confidential to the extent possible without compromising the safety and security of LSU employees and LSU.

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

## APPENDIX A

### STUDENT ASSISTANT EMPLOYEE SUPPLEMENT

Employment as a student assistant employee (otherwise referred to as Loker Leader) requires your willingness and ability to meet a rigorous standard of conduct and performance. Your role in this organization is not just a job, but a challenging experience designed to prepare you for a successful career upon graduation. During your employment, you will be given training and development opportunities in which you are encouraged to perform at your highest capabilities in order for you to learn your natural talents and to hone them into strengths desired by employers. The LSU student employment program has established learning outcomes aligned with the top skills that employers seek in college graduates. Expect to be challenged in your habits, demeanor, and approach to work and to expand your self-awareness and skill-set. You will have the support of a team of professional employees who are dedicated to your development.

This supplement contains additional policies for student assistant employees. In the event you find that your specific position or employment with the LSU is not a fit for you, you are encouraged to discuss your concerns with your supervisor to identify an opportunity better aligned to your interests and/or abilities.

#### HIRING AND ELIGIBILITY

##### theirtheirEmployment Eligibility

Only currently enrolled CSUDH students are eligible for employment as student assistant employees. Qualified candidates MUST be enrolled at least half time (6 units for undergraduate and 4 units for graduate) of coursework at CSU Dominguez Hills and remain in good academic standing with the University. Student Assistant employees may work during intersession if they are enrolled during the prior regular semester, or have been accepted for admission to the following regular semester. Student Assistant employees may work during summer session if they are enrolled during the summer session, have been accepted for admission for the following fall semester, or were enrolled the prior spring semester, except upon graduation.

##### Minimum GPA

Student Assistant employees must maintain at least a 2.0 cumulative G.P.A for undergraduate students and 3.0 cumulative G. P. A. for graduate students during their employment with the LSU. Falling below these minimums will result in ineligibility for continuing employment. You are encouraged to notify your supervisor if you are experiencing difficulty with your coursework to receive guidance regarding interventions to help you succeed .

#### WORK SCHEDULES AND TIME REPORTING

##### Maximum Hours of Employment.

Student Assistant employees (including Work-Study), shall work no more than twenty (20) hours per week during any week in which regular classes are scheduled. Student Assistant employees, who are employed by more than one University Department on campus, must adjust their schedule so that the total work week is a maximum of twenty (20) hours per week. However, during semester breaks in which no classes or examinations are scheduled a Student Assistant may work a maximum of forty (40) hours per week.

#### Work Schedules.

Work schedules for Student Assistant employees vary throughout our organization. The Student Assistant employee's supervisor will determine the Student Assistant employee's individual work schedules. Staffing needs and operations demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Student Assistant employees are responsible for their assigned shifts. Any shift changes must be approved by the Student Assistant employee's supervisor. It is the Student Assistant employee's responsibility to check their work schedule weekly.

#### Attendance and Time Off.

Regular attendance is a critical indication of a Student Assistant employee's satisfactory, reliable and dependable performance. Absences place a burden on the entire organization, particularly on those who must directly cover for a Student Assistant employee's absence. Tardiness or absenteeism will subject Student Assistant employees to disciplinary action.

If a Student Assistant employee knows in advance that he/she will not be able to work as scheduled or will be late, he or she must promptly notify their supervisor. The reason for the absence and the time or date the Student Assistant employee expects to return to work must be given. Student Assistant employees who are absent or tardy are not paid for the time they are absent or tardy. Failure by the Student Assistant employee to notify their supervisor (or the supervisor's designee) at the earliest possible time may lead to other disciplinary action, which may include termination.

If a Student Assistant employee will be unable to work their scheduled shift, he/she may find a replacement to cover their shift by filling out the Shift Change form. The replacement must be an LSU Student Assistant employee within the same position and pay rate. All requests for a Shift Change must be approved by the supervisor(s) of the Student Assistant employees changing shifts. Student Assistants agreeing to change shifts will be held responsible for their work schedule plus agreed to changes and must not exceed maximum weekly hours posted. Student Assistant employees finding a replacement without approval will be deemed absent and this may result in disciplinary action which may include termination.

If a Student Assistant employee is tardy or absent more than three (3) times within a semester, their Student Assistant employee's employment eligibility will be affected.

If a Student Assistant employee is absent and does not notify their supervisor, he/she will be considered a no show and disciplinary action will be taken. If a Student Assistant employee is absent and does not contact their supervisor for three (3) consecutive workdays, LSU will

assume the Student Assistant employee has abandoned their job and termination papers will be processed accordingly.

If a Student Assistant employee is interested in taking days off in the future for which a schedule has not been posted, it is the Student Assistant employee's responsibility to request time off from their supervisor. These notices are considered requests which are subject to the supervisor's approval and may or may not be approved. In the event that the request is not approved, the Student Assistant employee is expected to report to work as scheduled. Failure to do so will result in disciplinary action.

#### Time Cards.

Student Assistant employees should clock in at the beginning of their scheduled shift and clock out at the end of each shift utilizing their assigned time cards. Student Assistant employees may not clock in before their scheduled start time or after their scheduled end times without prior approval from their supervisor.

Student Assistant employees not using the time clock to clock in or out shall not write in their hours. In the event of such occurrence, Student Assistant employees must notify their supervisor immediately by completing a Time Card Adjustment form and submitting it to their supervisor on the same day of the missed punch. Repeated failure to clock in and out as scheduled may be subject to disciplinary action.

Student Assistant employees clocking in on the wrong date or on the wrong card must report the incident to their supervisor immediately.

Clocking in our out for a co-worker is strictly prohibited and will result in disciplinary action up to and including termination.

#### Time Sheets.

While Time Cards are used to maintain accurate daily attendance records, the LSU requires that a Time Sheet be submitted by each Student Assistant employee to process his/ her pay. The Time Card must be used as a reference for filling out the Time Sheet. The time sheet must be correctly completed, signed and received by supervisors no later than the due date set forth by the LSU. Time sheets will be reviewed by the Student Assistant employee's supervisor and reconciled with the Time Card and Weekly Schedules for accuracy. Time Sheets with incorrect or incomplete information will be returned for correction and must be submitted prior to the due date. Repeated failure to submit accurate time sheets by established deadlines may lead to disciplinary action.

Falsification of the time sheets or other time records is a very serious matter and will lead to disciplinary actions, which may include termination.

#### TRAININGS

Student Assistant employees must attend all scheduled mandatory trainings. Student Assistant employees are expected to come prepared and ready to receive instruction. Advance notice

will be provided of training dates. If a Student Assistant employee cannot attend a mandatory training, he/she must notify their supervisor immediately. Supervisors will determine if the reason for not attending the mandatory training is valid. Failure to attend a mandatory training by a Student Assistant employee without prior approval from their supervisor will result in disciplinary action up to and including termination.

Fall and Spring Trainings. Full-day trainings are usually scheduled in the fall and spring and are designed to prepare the Student Assistant employees for the upcoming semester.

In-Service Trainings. Student Assistant employees may be required to attend in-service trainings at various times during their employment. It is the Student Assistant employee's responsibility to obtain the information shared at any missed in-service training.

Compliance Trainings. Student Assistant employees may be required to complete and/or attend trainings to be in compliance with mandates and statutes set forth by various governing bodies or agencies. Compliance trainings may be in the form of written and/or online courses. These trainings are mandatory and must be completed within the timeline set forth by the supervisor or Director. Failure to complete these trainings will cause the LSU to be out of compliance and will lead to disciplinary action for the Student Assistant employee.

## CONDUCT

Use of Personal Devices. Student Assistant employees are expected to be attentive to their work responsibilities at all times during their shift. At no time is it acceptable to use cell phones to engage in conversations or activities on work time. This includes verbal communication, texting and Instant Messaging, using apps or conducting any activities from personal cell phones, tablets, or other mobile devices. All personal devices must be stowed away during work time. The LSU provides lockers in the break room which are available to Student Assistant employees who are on work time to have a safe place to stow away personal belongings. Student Assistant employees must provide their own padlocks and must remove all personal belongings when not on work time.

Handling Personal Matters. Student Assistant employees may not do homework in work areas nor engage in non-work related interactions with visitors during their work time.

Loitering within the LSU. Student Assistant employees may not loiter in the work areas of co-workers and engage in conversations or distractions of co-workers during work time, including Student Assistant employees who work in public areas and lounges such as the Toro Zone Game Room, Information Desk, and Reservations and Event Services.

## DRESS CODE

In addition to the standards expressed in the Attire and Grooming policy of the Employee Handbook, Student Assistant employees are expected to abide by specific standards that contribute to uniformity making student assistant employees easily identifiable within the community that we serve.



<b>Appropriate</b>	<b>Inappropriate</b>
	<b>Bottoms</b>
Slacks or trousers Khakis, jeans, or corduroys	Sweatpants, leggings, exercise wear Shorts, low-rise or hip-hugger pants pants Beachwear, evening or club attire Skirts or dresses
	<b>Tops</b>
LSU issued name badge LSU issued polo shirt LSU issued jacket Solid-color long sleeve underneath polo shirt	Modified LSU issued uniform T-shirts, sweatshirts or exercise wear Personal attire other than a solid-color long sleeve underneath polo shirt
	<b>Shoes</b>
Closed-toed and closed-heel shoes Athletic shoes	Croc-like sandals or UGG-like boots or slippers

Employees in positions which support VIP events may be required to wear LSU issued blazers with a white button-down shirt. When this is required, advance notice to employees will be provided by their supervisor.

A supervisor's written approval is required for uniform exceptions and must be on file in writing prior to the item(s) in question being worn to work.

Repeated loss or damage of LSU issued uniform pieces may result in requiring the student assistant employee to pay for the cost of replacement.

#### PERFORMANCE APPRAISALS AND MERIT BASED INCREASES

**Performance Appraisals.** The Student Assistant Employee Performance Appraisal is used to evaluate Student Assistant employees. Student Assistant employees are evaluated at the end of 3 months and again at the end of the academic year, and thereafter annually at the end of each academic year. The purpose of evaluations is to provide an opportunity for the Student Assistant employee and their supervisor to jointly assess the employee's current job performance; to discuss problems, solutions, and training or education possibilities; and to set forth LSU as well as personal goals.

**Merit Based Increases.** Merit based increases are considered only for employees who have worked a minimum of one year with the LSU. Student Assistant employees who receive overall satisfactory ratings in their annual performance appraisals may be eligible to receive a merit based increase of one step per the rate schedule of the Student Assistant employee's position, other circumstances permitting. There is no guarantee of a merit increase at any time.

## ACKNOWLEDGMENT AND RECEIPT

I acknowledge that I have received and read a copy of the LSU Employee Handbook. I understand that the Employee Handbook sets forth the terms and conditions of my employment with LSU as well as the duties, responsibilities and obligations of employment with LSU. I understand that LSU has provided me various alternative channels to raise concerns of violations of this handbook and LSU policies and encourages me to do so promptly so that LSU any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in the Employee Handbook.

I acknowledge that, except where required otherwise by applicable state law, my employment with LSU is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or LSU. **I further acknowledge that only the Director or their authorized representative has the authority to enter into an agreement that alters the at-will relationship. Any such agreement must be in writing and signed by the Director or their authorized representative.**

I further acknowledge that the LSU reserves the right to revise, delete and add to the provisions of the Employee Handbook, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the Employee Handbook. Furthermore, the LSU's policy of at-will employment may only be changed as stated in the prior paragraph.

I also understand and acknowledge that nothing about the policies and procedures set forth in this Employee Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act.

I have read and understand the above statements and have had an opportunity to have questions about the Employee Handbook answered. I agree that I may sign this Acknowledgment and Receipt electronically.

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Employee Signature

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Print Name

---

Date

[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]

## **RESPONSIBLE USE OF ELECTRONIC RESOURCES COMPLIANCE / AUTHORIZATION AGREEMENT**

This policy describes LSU's general guidelines for using its electronic resources, including electronic mail (email), voicemail, internet access and computer systems. Employees should use LSU's electronic resources with the understanding that these resources are provided for the benefit of LSU's business. Employees may use company electronic resources for personal use, during nonworking times, as long as such use complies with company rules and applicable law. Employees should never use LSU's electronic resources for personal use in a manner that interferes with their work duties or any responsibilities to customers.

Sending, saving, accessing, or viewing obscene or similarly offensive material on LSU's electronic resources is prohibited. Messages stored and/or transmitted by LSU's electronic resources, including the computer, voicemail, email, or the telephone system, must not contain content that may reasonably be considered to be obscene or other patently offensive material. Prohibited material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would discriminate against or harass someone on the basis of their race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination prohibited by company policies is unlawful and strictly prohibited. Violators may be subject to discipline, up to and including termination of employment.

Unless otherwise noted, all software on the internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

### **No Solicitation**

LSU's electronic resources must not be used for solicitation purposes during working time. LSU's no solicitation rule applies to the use of electronic resources.

### **Software Code of Ethics**

Employees may not duplicate any licenses, software or related documentation for use either on LSU's premises or elsewhere unless LSU is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or LSU to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to any outsiders including contractors, customers or others. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the internet and install it on their computers.

LSU reserves the right to audit any company computer to determine what software is installed on the local drive(s).

## **Employee Responsibility**

Each employee is responsible for the content of all text, audio or images that they place or send using LSU's electronic resources. The same standards should be utilized for the creation of email messages in connection with an employee's work as would be utilized for other company correspondence or memoranda.

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

Employees may not keep any backup copies of work done for LSU when they leave LSU. If employees wish to keep samples of their work, they must obtain written permission from the Director to download specific examples. Downloading may occur only in the presence of the Director or their designee. Under no circumstances are employees allowed to keep copies of proprietary information, trade secrets, data or programs.

## **Computer and Systems Security**

All computers and the data stored on them are, and remain at all times, the property of LSU. As such, all messages created, sent or retrieved over the internet or LSU's electronic mail systems are the property of LSU, and should be considered company information. LSU reserves the right to retrieve and read any message composed, sent or received using LSU's electronic resources, including all computer equipment and the electronic mail system, for any business reason, including but not limited to, ensuring compliance with this and all company policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet and email messages are not private. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email transmitted through a personal, web-based email account using company equipment could be stored on that equipment; likewise, information regarding internet sites that an employee has accessed may also be stored.

## **Email Content and Screening**

LSU maintains the right to screen all inbound and outbound email content. Email messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work related.

LSU may, in its discretion, review communications to and from a personal account, subject to state laws regarding attorney-client communications.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that he or she does not want LSU to monitor, the employee should consider using a personal email address and personal computer equipment. If an employee does use company equipment, he or she consents to any monitoring by LSU and should understand that he or she has no right to privacy with respect to such communications, to the extent permissible under applicable law.

To prevent computer viruses from being transmitted through the system, employees are not authorized to download any software from the internet onto their computer or any drive in that computer.

I have read and understand LSU's policy regarding electronic communication. I understand and agree that LSU may access my voice mail and e-mail messages, and other electronically stored information under my control, for reasons related to LSU business.

I further understand and agree that I will operate and use LSU's electronic communications and computer systems only according to LSU policy. I understand that failure to do so will result in discipline, up to and including termination.

Employee Signature

Date

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Print Employee Name

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Witness Signature

Date

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**[TO BE SIGNED ANNUALLY AND PLACED IN EMPLOYEES PERSONNEL FILE]**

# We're So Excited to Have **You** on Team LSU!

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As you may have noticed, the front cover of our employee handbook is *incomplete*.

It needs **YOU!**

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Draw an avatar of yourself below.  
Cut & paste to the front cover when you're done.  
You get three tries. We're nice like that.

***\*SPOILER ALERT\****

You fit right in. :)

