

CALIFORNIA LUTHERAN UNIVERSITY
ADMINISTRATIVE AND STAFF HANDBOOK
(June 2003)

SECTION TWO

ADMINISTRATIVE AND STAFF EMPLOYEE POLICIES

This chapter becomes a part of every contract of employment of exempt administrative employees except to the extent it is superseded by or inconsistent with the employee's individual appointment contract. This chapter also incorporates policies that govern the employment relationship with non-exempt staff.

The terms and provisions of this chapter are subject to change by the University from time to time and are effective when amended, unless otherwise provided.

All employees are required to be familiar with and abide by the policies, regulations and procedures contained in this chapter as a condition of their employment with the University unless otherwise provided in writing by the President or one of the Vice Presidents of the University

A. DEFINITIONS

For the purpose of this chapter, the following terms shall be defined as provided below:

EXEMPT STAFF

The exempt staff means all employees of the University who are exempt from the wage and hour provisions of the Fair Labor Standards Act except the President and faculty. This shall include all administrative employees. Administrative personnel are those persons who are distinguished from the other staff personnel by a contractual relationship entered into each year with the University.

NON-EXEMPT STAFF

Non-exempt staff means all employees of the University who are covered by the wage and hour provisions of the Fair Labor Standards Act. This includes all employees who are not administrative officers or other professional employees as determined by the University. Non-exempt employees are paid on an hourly basis.

FAIR LABOR STANDARDS ACT

The Fair Labor Standards Act means the provisions of federal statutory law codified at 29 U.S.C., Section 20,1 et seq.

EXECUTIVE

Executive means employees who are executives as defined in the Fair Labor Standards Act and its regulations.

ADMINISTRATOR

Administrator means employees who are employed in administrative capacity as that term is defined in the Fair Labor Standards Act and its implementing regulations.

SUPERVISOR

Supervisor means any employee having authority in interest of the University to recommend to the President, or the President's designate, hiring, transfer, suspension, layoff, recall, promotion, discharge, assignment, reward or discipline of other employees, or responsibility to direct them to adjust their grievances or effectively to recommend such action, where the exercise of such

authority requires the exercise of independent judgment and within established University policies.

FULL TIME

Full time means any employee whose customary, authorized work schedule requires 40 or more hours of work per week.

PART TIME

Part time means any employee whose customary, authorized work schedule normally requires working less than 40 hours per week.

WORK WEEK

Work week means that period of time occurring between 12:01 a.m. on any Saturday and 12:00 a.m. on the next succeeding Friday.

EMPLOYEE CLASSIFICATION

Reference is made to the two documents, the University Organization Chart and the Classification Compensation Program, which are available in the Human Resources Office.

The Organization Chart sets forth the reporting relationships. The Classification Compensation Program organizes into levels all the administrative and staff positions. A salary range has been assigned for each level.

APPEALS PROCESS:

If a manager or employee does not agree with the job classification or salary grade assignment of an individual's position, an appeal may be initiated by either the manager or employee. All appeals must include a rationale based on the original position description being an incomplete reflection of an employee's actual duties because the position assignments have changed or the position description was inaccurate. Following are the steps that will occur through the appeal process:

1. The employee or manager must complete a new position description questionnaire highlighting what has changed about the position or description. The use of this form will assist in ensuring complete and consistent information is obtained.
2. Once the position questionnaire and rationale are completed, the appeal should be forwarded to the Division Vice President for review and endorsement of the position description. If the Division Vice President agrees with the position description, it will be forwarded to the Human Resources Office for further analysis.
3. Human Resources will review the revised position description against the job evaluation criteria and any applicable external market data to determine the appropriate grade level placement. Their analysis and review will be forwarded to the cross-divisional executive team for final determination.
4. The cross-divisional executive team will review the appeal and proposed resolution from a university-wide perspective and make a final determination.

This appeal process is to ensure ongoing equity and consistency, university wide.

B. CONTRACT/APPOINTMENT STATUS

The Contract/appointment status of administrative employees is of two types: definite term and indefinite term.

DEFINITE TERM

Definite term contracts are for a designated period of time and automatically terminate upon the expiration of the designated period. Re-employment is subject to the exclusive discretion of the University.

INDEFINITE TERM

Indefinite term employees serve at the pleasure of the University for an indefinite period of time.

FACULTY STATUS

Administrative employees who hold faculty status but serve in exempt, non-faculty positions are subject to the terms and conditions of employment specified in this chapter with respect to any non-faculty appointment. Such persons do not accrue any rights to continuing employment or any greater rights than those specified in this chapter with respect to such non-faculty positions.

CONTRACT PERIOD

The University enters into a contract providing compensation for the period, which coincides with the University fiscal year of June 1 to May 31 in exchange for services rendered by the administrator. Normally the contract is entered into in the late spring of each year. Contracts are normally extended for a one-year period only.

ADMINISTRATORS WITH FACULTY RANK OR DUTIES

Administrative staff may not accrue nor maintain tenure in their administrative positions.

Salary for the faculty position shall be determined at the time the employee returns to the academic unit by negotiation between the University and the employee. In the absence of mutual agreement, the employee shall be assigned a salary determined by the President to be equivalent to the average salary of tenured members of the same academic unit with like rank and years of service. Time in service as an administrator shall not be counted toward accrual of faculty sabbatical leave right.

1. **DEFINITIONS:** For the purpose of this section, "administrator/administrative" means a position that is not a faculty position.
2. **POLICY:** The following provisions shall govern the employment status of administrators with faculty status or duties:
 - a. **Administrators Employed From Outside**

Persons who are hired into administrative positions at the University and who were not employed by the University in a faculty position or on a recall list pursuant to Section 2.8.4.4 immediately preceding their administrative employment, and who are accorded academic rank at the University upon cessation of their administrative employment at the University. (Example: Vice President hired with academic rank. No prior ranked faculty service at California Lutheran University -- no right to faculty positions after administrative appointment ceases.)
 - b. **Administrators Who Perform Faculty Responsibilities**

Persons of the University who are employed exclusively in administrative positions, and who as part of their employment responsibilities in such positions perform part time faculty duties and responsibilities, such as but not limited to, classroom teaching and sponsored research, shall not, for any purpose, be considered faculty under the terms and provisions of this chapter. (Example: An administrator is required to teach one course per academic term. No faculty status or rights accrue.)

Under no circumstances shall non-faculty employees hold, acquire, or be deemed to hold, any rights to continuing employment in an administrative position by virtue of the fact that they (1) hold faculty rank, (2) serve part time in a ranked faculty position or (3) have the right to return to a faculty position upon cessation of administrative employment.

Administrators who have the right to return to a faculty position upon the cessation of administrative employment shall be subject to the provisions of Section 2.8.4, beginning immediately upon return to the faculty in the same manner and to the same extent as other faculty. For purpose of calculation of seniority in the program area, the returning administrator shall be given credit for all status contract faculty service at the University.

C. RECRUITMENT, APPOINTMENT, ORIENTATION

RECRUITMENT

1. POSITION APPROVAL

All vacant positions must be budgeted and approved prior to recruitment and recommendation for appointment. Such approval must be obtained initially from the supervising Vice President. The Human Resources Office coordinates the recruitment process.

2. POSITION DESCRIPTION

All administrative and staff positions must have an approved position description on file in the Human Resources Office prior to recruitment and appointment. Such description must contain job-related criteria necessary for successful performance of the duties and responsibilities of the position.

APPOINTMENT

1. OFFER OF EMPLOYMENT

Offers of exempt administrative employment may only be extended in writing and must be approved in advance by the President. No written contract of employment is valid and binding on the University unless and until signed by the President or her or his duly authorized designee. Offers of non-exempt staff employment may only be extended by the Human Resources Office or other designated University Official.

2. APPOINTMENT FORMS

All exempt administrative and non-exempt staff appointments shall be documented on forms approved by the University. Any terms or conditions of employment contrary to the provisions of this chapter must be specified in writing on the appointment form/employment contract. No oral commitments or representations shall be binding on the University.

ORIENTATION

It shall be the duty of each supervisor and the Human Resources Office to orient each new employee under her or his supervision to the policies, regulations and procedures of the University and the job duties and responsibilities of the employee's position. Such orientation shall be sufficient if the employee is provided a copy of this handbook and the position description for the position, which the employee has been hired to perform. Thereafter, it shall be the obligation of the employee to inform the supervisor if further orientation is necessary or desired. New employee orientations are scheduled on an as needed basis. Check the Human Resources website at www.clunet.edu/HumanResources for specific schedules.

ORIENTATION PERIOD POLICY FOR STAFF AND ADMINISTRATION

New employees are placed on an orientation status for their initial 90 calendar days of employment. During this time, new employees and the University will have an opportunity to evaluate one another and the employee's compatibility, ability, and commitment to the job. Employment may be terminated at any time, with or without cause, during or after this period should it be deemed necessary or appropriate by the employee or the University.

The length of the orientation period may be extended if the University deems such an extension necessary or appropriate. Examples when an extension might be warranted include:

- The need for an extended period of absence during the first 90 day period;
- Job complexities that typically require longer than a 90 day training and evaluation period, or
- The inclusion of holiday breaks in the Orientation Period where no work is performed.

Decisions to extend the orientation period should be made in consultation with the Human Resources Department.

Upon successful completion of the orientation period, the employee will be considered a regular employee of the University.

EMPLOYMENT OF FAMILY MEMBERS

1. It is the policy of California Lutheran University that the institution may hire members of the same family to full-time or part-time employment with the following exceptions:
 - a. Members of the same family will not be placed in the same department or office of the University.
 - b. Members of the same family will not be placed in a condescending employment condition where one member of the family assumes a subordinate role to another member of the same family, as set forth in the California Fair Employment Housing Act, Section 12940(a) (3) (A).
2. Exceptions to this policy may be made by specific action of the President of the University.
3. California Lutheran University students from such families who may be given employment are considered to be governed by this policy and otherwise shall be governed under general policies for student employment.

IMMIGRATION STATUS POLICY

All employees hired by the University must present to the Human Resources Director or her or his authorized representative, documentation establishing their identity and employment authorization in accordance with the immigration laws of the United States within three (3) days after hire.

In addition, each employee must sign an attestation on a form authorized by the U.S. government, that s/he is a citizen or national of the United States, an alien lawfully admitted for permanent residence or an alien who is authorized under federal law or by the U.S. Attorney General to be hired, recruited or referred for employment by the Director of Human Resources.

Any employee failing to provide proper documentation as specified above, shall be ineligible for hire or continued employment with California Lutheran University. Such failure shall be just cause for discharge of any employee, regardless of contract rights.

MOVING EXPENSE

At the time of initial appointment to the University, full-time exempt administrative employees are eligible for the following:

1. The University may approve a reimbursement up to a maximum allowance of \$2,500 or as approved by the President.

2. The reimbursement is paid only once, and normally only within the first year of the initial appointment, and must be supported by receipts or other written documentation of the expense.

D. DUTIES AND RESPONSIBILITIES

GENERAL

Each employee is required to perform such duties as may be assigned by her or his supervisor from time to time, in addition to those responsibilities outlined in the employee's position description.

OTHER DUTIES

Employees are subject to reassignment of duties by the President and other appropriate supervisors on a temporary or permanent basis determined to be in the best interests of the University.

SAFETY

All California Lutheran University employees should be concerned about safety. All employees are urged to be careful in work habits in order to avoid injury on the job. Whenever an item of concern relative to safety or health needs to be corrected, it should be reported to the employee's immediate supervisor or the Director of Human Resources, preferably in writing.

Employees are required to report illnesses or injuries occurring on the job to their immediate supervisor and the Human Resources Office, preferably in writing.

It is the duty of each employee to comply with the Williams Steiger Occupational Safety & Health Act of 1970. The Major facets of the act are posted on strategic bulletin boards throughout the campus and are available in complete detail for inspection purposes from the Human Resources Office.

ACCIDENT REPORTS

Any employee sustaining injury or illness from health hazards on the job must report these occurrences to his or her supervisor immediately. All such conditions must be reported on a special federal government form under the CAL/OSHA within 24 hours after the accident. The form must be returned to the Human Resources Office. (Procedure listed under Worker's Compensation 2.13.1.2.1)

WORKLOAD

1. EXEMPT ADMINISTRATIVE EMPLOYEES

All full-time exempt administrative employees are required to work at least 40 hours per work week as well as such additional hours as may be reasonable and necessary to the fulfillment of her or his duties and responsibilities. Administrative employees are not compensated for overtime.

All full-time employees are expected to perform their regular services between the hours of 8:15 a.m. and 5:00 p.m., Monday through Friday, unless another schedule has been approved in advance by their supervisor or is required as a condition of their position.

Part-time employees shall be required to work a proration of 40 hours per work week which is equivalent to the percentage of one full-time equivalent which has been assigned to their

position (e.g. a 40 percent time employee is required to work at least 16 hours per week). In addition, part-time exempt administrative employees are required to work a reasonable number of additional hours if necessary to the completion of their job duties and responsibilities.

Such additional time shall not increase their salary entitlement nor, without written approval of the appropriate Vice President, entitle them to any of the benefits or prerequisites reserved solely for full-time employees. The schedule of work hours of part-time employees shall be subject to regulation by the employee's supervisor.

2. NON-EXEMPT STAFF EMPLOYEES

OVERTIME POLICY

California Lutheran University does not encourage non-exempt staff employees working in excess of regular time. Overtime is not permitted on a voluntary basis, but may be occasionally required by the supervisor or department head.

CLU is covered by the Fair Labor Standards Act, and overtime is calculated in accordance with both Federal and California laws. These laws stipulate that overtime wages must be computed on a weekly basis. The following guidelines apply to the computation of overtime compensation:

Overtime Rules effective January 1, 2000

CLU must pay time and a half to non-exempt employees who work:

Over 8 hours of work in a workday;

Over 40 hours in a workweek;

The first 8 hours of work on a 7th consecutive day in any workweek

CLU must pay double time to non-exempt employees who work:

Over 12 hours in a workday;

Over 8 hours of work on a 7th consecutive day in any workweek.

Overtime compensation earned in a particular workweek is to be paid on the regular payday for the period in which such workweek ends. Overtime is calculated in accordance with the above schedule and is based on actual hours worked. (Holidays and sick leave are excluded from overtime earnings.)

Make-up Time:

Supervisors may approve, at their option, a written request of an employee to make up lost work at straight time, if:

The make-up work occurs in the same workweek in which work time was lost;

The work time was missed because of the employee's personal obligations;

The make-up work does not cause the employee to exceed 11 hours of work in one day or 40 hours in one workweek.

*An employee must submit a signed, written request **each** time a request is made to make up work time. (See sample form on the Human Resources Website at www.clunet.edu/HumanResources. These forms will be available from you Director, Dean, or Human Resources Office effective January 1, 2000.)

CLU is prohibited from soliciting any employee to make up time within the same week.

Meal Periods:

If an employee works more 5 hours, the employer must provide a meal period of not less than 30 minutes.

If the work period is not more than 6 hours, it may be waived by mutual consent of CLU and the employee.

Employees working more than 6 hours can no longer waive the meal period.

If an employee's work period is no more than 10 hours, a second 30-minute meal period is required.

Watch out for employees working overtime.

If the total amount worked is less than 12 hours, the second meal period may be waived by mutual consent of the supervisor and employee, but only if the first period was not waived.

Employees working more than 12 hours cannot waive the second meal period.

Rest Periods/Breaks:

CLU authorizes and permits rest periods for non-exempt staff employees who work at least 3.5 hours per day. Rest periods are to be 10 minutes for every four hours worked and are to be taken in the middle of each four hour work period insofar as it is practical. These breaks are treated as paid working time. Employees may be required to remain on the premises during breaks. Breaks may not be "banked" and added to the meal period or used to leave work early. Breaks do not have to be recorded on the time sheet.

Completion of Time Sheets:

CLU is required to keep accurate records of hours worked by non-exempt staff employees. Time sheets are considered to be legal documents, and as such, must accurately reflect time worked and meal breaks. If an employee takes time away from their duties during the normal work day schedule and makes up for it by coming in early or working later, with their supervisor's approval, this should be noted on the timesheet. Non-exempt employees are required to submit a completed time sheet approved by their supervisors, at the end of every pay period in accordance with the published schedule.

ON-CALL POLICY

If an employee is on-call as part of his regular job responsibilities through a beeper or pager, then we do not have to pay for the "on-call" status. This applies if CLU doesn't place unreasonable restrictions upon the employee (eg. They have to respond within 15 minutes) which wouldn't allow them to leave home or function normally. It is perfectly acceptable to have employees respond within an hour and not pay additional for being on-call. If an employee is expected to stay home near the phone, then all of that waiting time would be paid.

We are also expected to pay a "reasonable amount for travel!" which can't be less than minimum wage.

If an employee is called back for the second time in a day, then we automatically owe him/her two hours wages even if the task takes less time to complete.

TRAVEL-TIME POLICY

Non-exempt employees attending conferences and workshops where travel is involved shall consider travel time as time worked. Overtime regulations apply.

One-Day Travel Out of Town: Travel time of a non-exempt employee sent out of town on a special one-day assignment must be counted as hours worked. However, the University need not count all of the travel time involved as hours worked. Since the employee would normally be required to report to work at his/her normal work place, any time spent traveling between the employee's home and the terminal of a common carrier, when such a carrier is used, will not be considered as work time. The employee's normal meal period may also be deducted.

Overnight Travel Out of Town: Time spent traveling to and from an out-of-town event (conferences & seminars, etc.) constitutes compensable time worked. However, time spent taking a break from travel (e.g. meal breaks, sleeping, sightseeing, etc.) is not compensable.

Travel in the Day's Work: If part of a non-exempt employee's principal job activities during the workday include travel, such as travel from one job site to another, such travel time must be counted as hours worked. Similarly, travel to a meeting place for the purpose of receiving instructions, performing work, or collecting tools, etc. must be counted as working time.

REPORTS

Each exempt employee shall prepare and submit a monthly report of authorized leave used each work period on a form approved by the University. Such reports must be approved by the employee's supervisor. Submission of an approved form is a condition precedent to payment of any compensation for the report period.

Each non-exempt staff employee is paid on an hourly basis and shall be required to submit a time sheet. These time sheets shall record all eligible hours to be paid per pay period and must be signed by the employee's supervisor.

RELEASE OF NAMES OF STUDENTS AND EMPLOYEES

The general rule of the University is not to release the names of students and employees to outside organizations or business firms. This rule also applies to information about addresses, telephone numbers and financial matters. Personal information may not be shared with other employees unless an individual has signed a release.

One should see that lists of names and addresses do not fall into the hands of commercial organizations, which make a practice of selling lists to mail order concerns.

CONFIDENTIALITY

University business such as donor lists, clients, student records, past and present employee information, both written and electronic, is confidential information. Disclosure of confidential information may result in disciplinary action up to and including termination. Some information and records are specified as confidential and must not be discussed on or off the campus.

Employees who work with University databases are required to sign a confidentiality agreement.

CHAPEL AND CONVOCATION

Thursday Chapel Policy

All faculty, staff and students are encouraged to attend chapel each Thursday morning from 11:15 a.m. -12:15 p.m. No classes, committee meetings, advisement sessions, music lessons or tutoring sessions should be scheduled during this time. This is the one time each week when we are invited to gather as a community and everyone should feel free to attend.

Convocations

Academic Convocations, Founders Day and Honors Day Convocations, and other events so designated by the President of California Lutheran University are all University events. It is expected that all faculty, staff and students of the University community shall be free to attend these events. No classes, committee meetings or other events are to be scheduled during these times. Offices shall be closed during these university events and students shall not be required to work during this time.

E. PERSONNEL FILES

STATEMENT

A single official personnel file shall be maintained on each employee in the Human Resources Office. An employee shall have access to her/his personnel files, exclusive of confidential pre-employment placement credentials, during normal business hours and may request copies, at her or his own cost, of any material contained therein, given reasonable notice. An employee may not remove her or his file from the room in which it is housed.

An employee may enter a statement in her or his file, which he/she feels clarifies, corrects, or refutes material therein, and such statement will be attached to the applicable documents in the file.

Access to an employee's personnel files shall be restricted to the employee, her or his authorized agent, the appropriate Vice President or presidentially authorized administrators.

PERSONNEL STATUS CHANGES

It is important that employees report changes in their status to the Human Resources Office. Employees should report changes in address, telephone numbers, dependency, etc., immediately to the Human Resources Office. This information has a direct bearing on the amount of an employee's payroll deduction for federal withholding tax and the amount of insurance premiums and benefits. Changes in personal status may be made by going to the Human Resources Office and providing written notification of change. For your convenience, this may also be implemented through the university's Web Advisor, which is available for all employees.

F. PERFORMANCE ASSESSMENT

Each employee shall receive continuing performance assessment by her or his supervisor.

Each contract year employees shall receive at least one formal written performance evaluation.

Evaluation shall be conducted using an instrument approved by the University. Each employee is required to participate to the extent requested in the evaluation process. Upon presentation and after review, the employee shall, as a condition of employment, sign the evaluation instrument, acknowledge its presentation and the provision of an opportunity for review.

Where deficiencies are noted in an employee's performance as a result of a formal evaluation, the employee's supervisor may prepare a prescriptive plan for removal of the deficiencies. Any such plan shall specify the deficiencies, the corrective action required and appropriate time lines for removal of the deficiencies. Compliance with the prescriptive plan shall be a part of the job duties and responsibilities of the subject employee. If the employee does not comply with the requirements of the prescriptive plan, he/she shall be discharged. If the deficiencies noted in the evaluation assessment are gross, the employee is subject to immediate termination.

Performance counseling, suspension and termination decisions should be coordinated with the Office of Human Resources.

G. PROMOTION/TRANSFER

PROMOTION

Announcements of all regular position vacancies are generally posted on the Human Resources website at www.clunet.edu/HumanResources and kept on file in the Human Resources Office. It is the responsibility of employees to apply formally for position vacancies through the Human Resources Office.

TRANSFER

Any employee who transfers from one administrative or staff position to another with equivalent salary ranges may maintain the assigned salary and credited service of the former position.

H. SEPARATION

RESIGNATION

TERM

Employees serving on term appointments may resign prior to the term only with the consent of the President of the University or designate. Exempt administrative employees may resign without consent at the end of any contract year provided written notice is given 60 calendar days in advance of the fiscal year. Non-exempt staff employees are expected to give a minimum of two weeks written notice of their intent to terminate employment.

The exempt administrator also owes the University the obligation of notifying her or his employer that s/he does not intend to continue her or his employment beyond the current year at the earliest date, but in no case later than May 1.

RETIREMENT

JUST CAUSE

TERM

The contractual rights of an employee may be terminated by the University for just cause. Just cause shall mean incompetence; dishonesty, including but not limited to plagiarism, falsification of records, academic credentials and misappropriation or misapplication of University funds or property; disloyalty; failure to perform assigned duties; breach of the terms and conditions of

employment; knowing or reckless violation of established rights of students or employees of the University; violation of recognized canons of professional ethics or ethical statements or rules of conduct of the University; or moral turpitude (as construed in the light of the mission and goals of the University). It shall be within the sole discretion of the University to determine when an employee has demonstrated those factors constituting just cause for termination.

NON-REAPPOINTMENT/CONTRACT TERMINATION: EXEMPT ADMINISTRATIVE EMPLOYEES

1. NON-REAPPOINTMENT

Normally, notice not to extend a contract for the next contract year will be furnished well in advance of the upcoming contract year. The University will make a demonstrated effort to provide such notice on or before April 1 at the least.

2. CONTRACT TERMINATION

The employment agreement may be terminated by either party giving 60 days written notice to the other party.

LAY-OFF/RECALL

Employees may be laid off at any time due to lack of work, lack of resources, reorganization or similar circumstances where the position is eliminated, reduced or made unnecessary as determined in the discretion of the University. Full-time employees who are laid off shall be maintained on a recall list for 180 calendar days from the effective date of lay-off. Persons on a recall list shall be given priority consideration for any position vacancy at the University for which they are qualified based upon the comparison of the job description for the vacant position and the person's qualifications.

RECALL-BREAK IN SERVICE

Full time employees who are laid off shall be maintained on a recall list for 180 calendar days from the effective date of layoff. Persons on a recall list shall have a right of first refusal for any position vacancy at the University for which they are qualified based upon a comparison of the job description for the vacant position and the person's qualifications.

Recall of employees from layoff will be in reverse order of their layoff. That is, the employee with the greatest amount of service who was laid off last will be recalled first, provided the employee is qualified to perform available work.

I. ADMINISTRATIVE SABBATICAL LEAVE

PURPOSE

California Lutheran University subscribes to the philosophy that exempt administrative employees, like faculty members, periodically need an extended length of time in which to renew their vitality for the sustained effort demanded by their assigned duties and to have an opportunity to keep abreast of developments in their own and related fields in ways not possible under usual administrative circumstances.

The purpose of an administrative sabbatical is to aid the recipient in becoming more useful to the University; to gain additional career-related experience by working in business, industry, government, church or education.

ELIGIBILITY

Applicants must have served in a full-time administrative position for seven years. Those administrators with 10-month contracts must have completed eight years. Not more than one person from any single department may be granted a sabbatical during a two-year period.

The maximum length of leave is five months, which would be inclusive of any accrued vacation time. The sabbatical shall be for maximum period of four months. Requests for sabbatical must be submitted one year in advance (except for the first year of the program).

COMPENSATION

Full compensation and benefits will be provided.

ADMINISTRATOR’S RESPONSIBILITY

The employee commits to two years of service to the institution upon completion of the sabbatical. If an individual leaves prior to the completion of the two years, the compensation provided will be repaid on a prorated basis.

Administrative leave proposals must include a statement of objective to be accomplished; a detailed description of how the leave will meet their objective; disposition of work while on leave; and a projection of how the leave serves the mutual interests of the participant and the institution.

Applications for a sabbatical must be submitted to the employee’s Administrative supervisor who will, in turn, forward the proposal with recommendation to the President.

J. COMPENSATION POLICIES

CALIFORNIA LUTHERAN UNIVERSITY CLASSIFICATION/COMPENSATION PROGRAM

[Details available in the Human Resources Office.]

PAYROLL

Exempt administrative employees are paid by the University on the 26th of the month. Non-exempt staff employees are required to submit time sheets and are paid on a bi-weekly basis. Payment schedules are distributed annually by the Payroll office.

Exempt administrative employees are required to submit monthly calendar reports within 3 working days of pay date.

Payment of earnings are subject to withholding requirements of local, state and federal governments and withholding deductions authorized by employees for programs for which the University has authorized a payroll deduction plan.

K. WORKING CONDITIONS

CLOSURE

The Board of Regents or the President of the University, or persons acting under their authority, may close the University due to circumstances beyond the University’s control, which impair its ability to continue normal operations. Such circumstances may include, but are not limited to, inclement weather, natural disaster, labor disputes, national emergencies, or other forces or

circumstances beyond the University's control. During such periods of closure, term employees shall be considered to be on leave of absence with pay, until otherwise notified.

Announcement of the closure of the University shall be disseminated by means of local radio stations. During such occurrences, the employees are requested to monitor the stations for information.

DISASTER PLAN

The Emergency Operations Plan is designed effectively to coordinate the use of University and community resources to protect life and property immediately following a major natural or accidental disaster on the CLU campus. It is placed into operation whenever an emergency affecting the campus cannot be controlled through normal channels. The primary emergencies envisioned by this plan are a major earthquake or other natural disasters.

Copies of the detailed Emergency Operations Plan document may be obtained from the Office of Student Life or individual vice presidents. Copies of the Emergency Procedures publication are posted in each office.

COPYRIGHT LAW COMPLIANCE

All employees of the University, including but not limited to staff, faculty and administrators, shall conduct their activities on behalf of the University, including but not limited to any research or writing activities, in such fashion so as to meet and comply with all requirements of the United States copyright laws and regulations (Title 17 U.S.C.).

As a condition of employment, each employee agrees to accept responsibility for reading and understanding the requirements of the copyright law and the policy statement and guidelines of the University and for complying with those requirements and guidelines. In the event that a copyright infringement occurs as a result of the acts of an employee, if the employee is able to demonstrate compliance with the policy and guidelines of the University, as determined by the University, such acts shall be considered "good faith compliance" by the University and the employee shall not be required to indemnify the University for any damages, judgments or costs which may be obtained against the University for the acts of the employee.

If, however, an employee willfully, intentionally, negligently or without good faith, violates the copyright provisions, the employee shall be solely liable for all losses, damages, judgments, and costs of whatsoever kind or nature that may be incurred. Should the University be named in any legal or equitable action arising from such wrongful infringement, the employee agrees to save, hold harmless and indemnify the University against all losses, damages, fees (including attorneys' fees) or other penalties, monetary or otherwise, that may be incurred as a result of such conduct.

EQUAL EMPLOYMENT OPPORTUNITY

It is the continuing policy of California Lutheran University to afford equal opportunities for all qualified persons, regardless of their race, creed, color, age, sex, gender, sexual orientation, national origin, religion, disability, medical condition, marital status, or veteran status. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program, activity or facility of the University on the basis of these factors.

(Edited June 26, 2008)

HARASSMENT

The University seeks to create and maintain an academic and working environment in which all members of the community are free of harassment based on race, color, religion, age, national origin, disability, marital status, sexual orientation or gender. California Lutheran University espouses values that infuse the academic and residential life of its campus. Under girding community life must be the awareness on the part of every member of the rights and human dignity of every member. Attitudes of condescension, hostility, role-stereotyping and social or sexual innuendo weaken the health of the community. Furthermore, harassment compromises the integrity of a liberal arts education, because it makes the learning and working environment hostile, intimidating and offensive; it destroys opportunities for students to develop a strong positive self-concept and the sense of self-confidence which is essential to living out the ideals of a liberal education. In addition, persons who harass others compromise their own integrity and credibility. Consequently, no form of harassment will be tolerated on our campus.

HARASSMENT DEFINED:

Harassment refers to unwelcome behavior that is offensive, fails to respect the rights of others and interferes with work effectiveness. Forms of harassment include, but are not limited to the following:

- a. Verbal: Sexual innuendos, racial epithets, suggestive comments, derogatory slurs, off-color jokes, propositions, threats, suggestive or insulting sounds, repeated unwanted sexual advances, or threats of reproach or promises of rewards contingent upon the obtainment of sexual favors.
- b. Visual/Non-Verbal: Derogatory posters, cartoons or drawings; suggestive objects or pictures; graphic commentaries; leering, obscene gestures.
- c. Physical: Unwanted physical contact including touching; interference with an individual's normal work or movement; assault.

1. DISCIPLINE

Anyone who engages in harassment in violation of this policy will be subject to disciplinary action up to and including termination. In addition, because false accusations regarding harassment can have serious effects on the persons accused, any false accusation will likewise result in disciplinary action up to and including termination.

2. RESPONSIBILITY FOR IMPLEMENTATION OF POLICY

Every member of California Lutheran University is expected to support and carry out this policy. Any supervisor observing a harassing situation shall take immediate action to stop it. Supervisory and Administrative personnel who receive reports of harassment are expected to seriously consider all such complaints and take immediate steps to investigate them. Each department within California Lutheran University shall take steps to implement this policy in accordance with the provisions contained herein.

3. INFORMAL COMPLAINT PROCEDURE

California Lutheran University has an informal and formal grievance procedure designed for hearing complaints of harassment. An employee may first discuss any concern about harassment with his or her supervisor. However, the University has designated several contacts who are able to assist those who believe they may be harassed:

Provost and Dean of the Faculty

Administration Building, ext. 3145

Vice President for Student Affairs and Dean of the Students

Regents 17, ext. 3220
Director of Human Resources
Hansen Center Annex, ext. 3185

Inquiries about harassment need not begin with a formal complaint, nor necessarily result in such a complaint. Inquiries can be made without disclosing specific details such as names and places. Inquiries are appropriate, whether harassment has just begun or efforts have been made by the employee to resolve the problem. Resolution of complaints is often achieved through informal mediation. The Formal Grievance Procedure is activated only when the complainant puts a complaint into writing.

Employees should seek University assistance even if they are unsure that what they are experiencing is harassment. Employees should not allow harassment to jeopardize their rights and opportunities for work.

4. FORMAL COMPLAINT PROCEDURE

These procedures are to be initiated when a person with a harassment complaint has either been unsuccessful in resolving the matter informally or has decided not to use such procedures and file a formal complaint. **THERE WILL BE NO RETALIATION AGAINST ANY EMPLOYEE FOR INITIATING A GOOD FAITH COMPLAINT UNDER THIS PROCEDURE.**

Anyone who believes they have been subjected to harassment may file a report of such harassment with the Human Resources Office. The report should fully set forth the facts which gave rise to the perception of harassment, including the names and positions of all persons involved.

An investigation will be conducted under the direction of the Director of Human Resources. To the extent possible such investigation shall be confidential.

After the investigation is complete, the Director of Human Resources shall make the determination as to how the University shall resolve the matter in terms of eliminating harassment in the work place and ensuring compliance with the University's policy on harassment.

After determination has been made that the complaining party has been subjected to harassment, appropriate steps shall be taken to ensure that that person shall not be subject to harassment in the future. The Director of Human Resources, in consultation with the Vice Presidents, shall also determine what disciplinary penalties, if any, shall be assessed. The Vice Presidents are responsible for communicating and administering sanctions.

An individual who is dissatisfied with the University's resolution of a harassment complaint can seek review of that resolution at Step III of the grievance procedure (2.14.5).

5 NON SEXIST USE OF LANGUAGE

Language can be a powerful, although unconscious, tool in reinforcing sexism. In order to maintain high standards of scholarship in both written materials and oral presentation, the University community should consciously work toward inclusive modes of expression, that is, modes which do not discriminate on the basis of gender.

Avoiding sexist language means a conscientious effort to choose words which are accurate, clear and unbiased. Word choice should convey underlying assumptions and attitudes of gender equality on the part of the writer or speaker.

Changes in the style and content of publications, lectures and public relations material should indicate an awareness of the following:

- a. Male nouns and pronouns should no longer be considered appropriate as generic terms when referring to both genders (e.g., substitute “one” or “person” or use the plural form).
- b. Persons can no longer be identified by fixed roles or stereotyped duties. Gender typing can, in fact, be diminished by the use of terms which are not gender specific and the use of examples that do not limit men or women to traditional roles (e.g., substitute police officer for policeman, homemaker for housewife, Mary Jones for Mrs. John Jones.)

These changes may often involve a complete rephrasing rather than the substitution of one word for another. There are guidelines on such language utilization available from the Librarian or the office of the Academic Dean.

OUTSIDE ACTIVITIES

Employees are required to conduct their activities on behalf of the University with the utmost good faith and loyalty. Employees may not compete with the University or convert business opportunities of the University to their personal gain or advantage or the gain or advantage of another. Employees may not convert confidential information or trade secrets of the University to their personal gain or advantage of others (e.g., donor lists, admissions contracts, student or employee rosters, etc.). Employees are required to notify their supervisors in writing of any secondary employment.

1. DEFINITION:

For purposes of this section, “outside activities” and “outside professional activities” are distinguished as follows:

- a. “Outside activities” are those activities, compensated or uncompensated, which are not included, directly or indirectly, in an administrative member’s contractual obligations to the University and which are not related to the administrative member’s specialty.
- b. “Outside professional activities” are those activities, compensated or uncompensated, which are related to the administrative member’s specialty which involve persons, entities or governmental agencies other than the University (an “outside entity”) or programs administered through or sponsored by an outside entity. Examples of “outside professional activities” include the following:
 - 1) practicing a profession on a part-time basis;
 - 2) providing a professional, managerial or technical consulting services to an outside entity;
 - 3) serving on a committee, panel or commission established by an outside entity;
 - 4) testifying as an expert in administrative, legislative or judicial hearings;
 - 5) participating in or accepting a commission for a musical, dramatic, dance or other artistic performance or event sponsored by an outside entity; and
 - 6) teaching at an institution other than the University.

CONFLICT OF INTEREST

A University employee shall disclose to her or his immediate supervisor all facts and circumstances related to any University transactions, activities, contracts or other dealings in

which s/he is involved or may become involved on behalf of the University which might directly or indirectly involve them in a duality or conflict of interest. Such disclosure shall be made in writing as soon as is reasonable after the conflict or potential conflict of interest shall be deemed to exist at any time when an interest held by the employee, or relationship maintained, prohibits or inhibits, or potentially prohibits or inhibits, the employee from exercising independent judgment in the best interests of the University. A duality or conflict of interest shall exist whenever an employee is a director, president, general manager, or similar executive officer or owns or controls directly or indirectly a substantial interest in any non-governmental entity participating in a transaction with the University.

The immediate supervisor to whom a report of a duality or conflict of interest or potential duality or conflict of interest is given shall directly report the matter to the jurisdictional Vice President who shall have the authority to administer the interest of the University in the situation subject to the superintendence and preemption of the President and the Board of Regents.

HAZARDOUS WASTE DISPOSAL

Employees who handle toxic or hazardous substances on behalf of the University are required to maintain, use and dispose of such substances in accordance with applicable state, federal and local laws and regulations as a condition of their employment. The employee may obtain assistance in ascertaining her or his obligations under these laws and regulations from the Director of Facilities. Any employee who violates any such laws, unless such violation occurs despite reasonable reliance upon advice given by the University, shall be deemed to have acted outside the scope of her or his authority.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The Family Educational Rights and Privacy Act of 1974, as amended, (FERPA; also known as the Buckley Amendment) is a Federal law which allows students the right to inspect their education records and provides that colleges and universities will maintain the confidentiality of those records. The law basically says that no-one outside the institution will have access to your education records nor will the institution disclose other than Directory Information from those records without your written consent, except in an emergency. A copy of the full text of the law is available at the Registrar's Office. The only non-directory information California Lutheran University releases to a third party is academic standing, released only to parents of students placed on academic probation or suspension.

Campus personnel who are allowed access to educational records are those who are acting in the students' educational interest. The group is defined by the University to include personnel in the Registrar's Office, the Office of Enrollment and Student Life, Student Financial Planning, Institutional Research, and University officials with a legitimate educational interest as determined by the Registrar. Faculty advisers are included under the latter category.

California Lutheran University's FERPA policy allows university employees to release Directory Information to anyone, but we will not release information on students in bulk for commercial purposes (credit card agencies, etc.). The items defined as Directory Information at California Lutheran University are:

- name
- address

- telephone number
- e-mail
- campus residence hall
- campus box number
- campus telephone number
- date/place of birth
- dates of attendance
- degree date
- degrees awarded or anticipated
- honors
- majors
- previous institution most recently attended
- participation in recognized campus activities or sports
- height and weight of members of athletic teams

You have the right to have Directory Information withheld completely. This means we will not release any information from your education records, including the items listed above, without your prior written consent. If you withhold directory information, your name will not appear in the student directory. To request Directory Information be withheld, complete a "Disclosure of Directory Information" form and file it with the Registrar's Office. The form is in effect through the end of an academic year; it must be re-filed annually.

FUND-RAISING POLICY

All fund-raising activities conducted on behalf of or in the name of the University by any employee shall be subject to the proper coordination and approval of the Vice President for University Advancement. Grants or gifts may not be accepted on behalf of the University unless approved by the President of the University.

Employees may not solicit funds on behalf of any organization, other than an approved University organization, on University property unless prior approval is received from the Vice President for University Advancement in consultation with the Vice President for Administrative Services. Employees may not sell or solicit the sale of products on University property or on work time other than University approved products, the sale of which is part of the employee's job duties or responsibilities.

No one shall appropriate to her or his own use of another, the University name, logo, seal, emblem or any other trademarks or service marks of the University without the written permission of the Vice President for University Advancement.

DRESS, GROOMING CODE

Employees shall dress and groom themselves in a proper and acceptable manner appropriate to a professional setting.

SMOKING POLICY

The University has in place a no smoking policy. Smoking is prohibited in all buildings and out of doors within twenty (20) feet of the main entrance to any of the buildings on campus, and any outdoor dining area.

For health and protection of all employees, our policy is in accordance with ordinances established by the city of Thousand Oaks.

ALCOHOL ABUSE/DRUG-FREE WORKPLACE AND CAMPUS POLICY

DEFINITIONS

For purposes of this section and the following subsections, the following terms shall be defined as hereinafter provided:

1. "Controlled substance" means a controlled substance identified or described in Schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15, and/or as defined by the state of California, as amended from time to time;
2. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;
3. "Criminal drug statute" means a federal, state, or other non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance;
4. "Grant" means an award of financial assistance, including a cooperative agreement, in the form of money, or property in lieu of money, by a federal agency directly to a grantee. The term grant includes block grant and entitlement grant programs, whether or not exempted from coverage under the grants management government-wide regulation (Uniform Administrative Local Governments). The term does not include technical assistance which provides services instead of money or other assistance in the form of loans, loan guarantees, interest subsidies, insurance or direct appropriations; or any veterans' benefits to individuals, i.e., any benefit to veterans, their families or survivors by virtue of the service of a veteran in the Armed Forces of the United States.

GENERAL STATEMENT

The University prohibits the unlawful or unauthorized manufacture, distribution, dispensing, possession or consumption, sale or use of controlled substances on or in University owned or controlled property or in the course of University business or activities. The University prohibits the distribution, dispensing, possession; consumption, sale or use of alcoholic beverages on or in University owned or controlled property and facilities. Individuals or entities including, but not limited to, students, employees, contractors, agents, volunteers or invitees, who violate this policy shall be subject to discipline, termination/dismissal, debarment, arrest or citation, as applicable. Additionally, employees or students who violate this policy may be required to participate satisfactorily in a drug or alcohol abuse assistance or rehabilitation program approved by the University.

University employees and independent contractors must not report to work or be on University controlled property while under the influence of any drugs or alcohol or other substance which

will in any way affect their work performance, alertness, coordination or response, or affect the safety of others on the job, or which would affect their ability to appropriately represent the University.

Any employee who is required to use a medically prescribed or over-the-counter drug that may impair or affect the employee's alertness, coordination or responses must advise their supervisor of this fact before reporting to work. It is the employee's responsibility to determine whether or not a prescribed or over-the-counter drug may impair their job performance. The University reserves the right to require any employee using prescribed or over-the-counter drugs to provide a physician's certification that the use of the drug will not impair the ability of the employee to perform their job properly and safely.

The University may require random drug testing based upon a supervisor's reasonable suspicion of drug and alcohol use on the part of an employee. Supervisors must coordinate this testing through the Human Resources Department. Continued employment is contingent upon 1) taking the test, and 2) passing the drug and alcohol screening.

GRANTS/RECIPIENTS/PARTICIPANTS

Employees who are authorized to work on any grant shall, as a condition of acceptance of and prior to commencing any such work, be required to abide by the provisions of and to execute and deliver to the University a certification on a form as follows:

UNIVERSITY RESPONSE

No later than 20 calendar days after receiving a notification of a drug statute conviction as required in section 2.11.13.1.2 above, the University shall act as follows, with respect to any employee so convicted:

1. take personnel action against such employee to include any range of authorized disciplinary actions up to termination/dismissal; and/or
2. require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved by the University.

In addition, the University shall notify the agency, which awarded the grant under which the employee was working at the time of the incident leading to the conviction, of the notification received under section 2.11.13.1.3, no later than ten (10) calendar days after actual receipt.

EDUCATION

The University, through the Human Resources Office, annually distributes to employees, faculty and students information concerning the dangers of alcohol and drug abuse in the workplace, the provisions of section 2.11.13.1 above, available drug or alcohol counseling, rehabilitation and employee assistance programs, and the personnel actions which employees are subject to as a consequence of their violation of the provisions of section 2.11.13.1.1 above, or the conviction of a criminal drug statute for a violation occurring on or in University owned or controlled property or in the course of University business or activities.

CERTIFICATION ON COMPLIANCE - DRUG-FREE WORKPLACE

The undersigned employee makes the following certification:

1. that s/he has read the foregoing policy and understands it;
2. that s/he agrees to be bound by the terms of the policy as a condition of employment at California Lutheran University;
3. that s/he agrees to notify the University in writing of her or his conviction or any criminal drug statute for a violation occurring on or in University owned or controlled property or

in the course of University business or activities no later than five calendar days after a conviction; and

4. that s/he understands that the University has available drug counseling, rehabilitation and employee assistance programs which can be accessed through the Human Resources Office.

Date _____

Name _____

(Signature)

(Printed Name)

(Identification Number)

L. LEAVES

Generally, administrative personnel are eligible for the same benefit programs and subject to the same eligibility requirements as faculty members. But, because administrators are normally employed under a twelve-month contract instead of nine, and because administrative offices are operated under normal business hours and days, specific holidays and vacation periods are applicable to administrative personnel only.

The value of the several benefits programs is set forth in the annual contract. If an administrator meets the criteria for eligibility, the benefits will be noted on the annual contract. All employees who have been absent from work are required to contact their supervisor.

LEAVES WITH PAY

APPROVAL OF LEAVE PERIODS:

Employees must submit a Leave Request Form to their supervisor for approval in advance of all leave.

HOLIDAYS

The University grants approximately 13-15 paid holidays during the contract year. The holidays observed by California Lutheran University are as follows:

- **Labor Day:** First Monday of September-1
- **Thanksgiving Day** and day after Fourth Thursday and Friday of November-2
- **Christmas/New Year's Day Break** generally the week between Christmas and New Year's Day
- **Martin Luther King Jr.:** Third Monday of January-1
- **Washington's Birthday (President's Day):** Third Monday of February-1
- **Good Friday:** Friday before Easter-1
- **Memorial Day:** Last Monday of May-1
- **Independence Day:** July 4th-1

***If Christmas and New Year's fall on -- Holiday break will be:**

Sunday (Monday observed)

Monday

Tuesday

Monday through the following Monday

Monday through the following Monday

Christmas Eve Day through following Tuesday

Wednesday	Christmas Eve Day through following New Year's Day
Thursday	Thursday through January 2nd
Friday	Christmas Eve Day through New Year's Day
Saturday	The week between Christmas and New Year's Day

If a holiday falls within a vacation period, an extra vacation day is allowed (one would not be expected to declare that holiday as a vacation day).

If a university holiday falls on the employee's regularly scheduled day off and he/she doesn't work that day, the employee is not eligible to receive holiday pay.

In order to receive holiday pay, an employee must have been in pay status the full day before and the full day following the holiday.

We recognize that some regular full-time employees work alternate schedules that preclude their receiving holidays as all other regular employees do.

Therefore, full-time employees (benefits eligible) who work five days per week and whose normal work schedule causes the holiday(s) to fall on their normal day(s) off may receive credit for floating holidays. Floating holidays must be approved by the employee's supervisor and must be taken during the summer months (June 1st through August 31st). Please note the floating holiday on your time sheets or monthly calendar reports. Supervisors must cover this expense within their existing budgets.

Effective March 18, 2008

VACATIONS

Effective Sept. 1, 2010

Administrators

Administrators at grade levels 8, 9, and 10 earn vacation at the rate of 20 days (1.66 days per month) beginning with the first year of employment. All other administrators in grade 7 and below earn vacation in accordance with the schedule stated below. These accrual rates apply to exempt administrators who work full-time for 12 months per year. Administrators who work less than full-time but more than half-time accrue vacation on a prorated basis.

Administrators in grade 7 and below accrue vacation at the following rates:

- Years 1 through 3 earn 15 days per year
- Years 4 through 5 earn 17 days per year
- Year 6 plus earn 20 days per year

Staff

The following accrual rates apply to full-time non-exempt staff who work 40 hours per week. Staff who work less than 40 but more than 20 hours per week or who work less than 12 months per year accrue vacation on a pro-rated basis.

- Years 1 through 3 earn 10 days per year
- Years 4 through 6 earn 15 days per year
- Years 7 plus earn 20 days per year

1. APPROVAL OF VACATION PERIODS:

Employees must submit a Leave Request Form to their supervisor for approval in advance of vacation leave.

2. VACATION POLICY

Administrators:

In no event shall any administrative employee accrue more than 30 days vacation. After reaching the maximum accrual of 30 days, vacation or vacation pay no longer accrue until vacation is taken. Employees shall not be paid additional compensation for unused vacation time, except upon termination of employment. Upon termination of employment, employees shall be paid additional compensation for unused vacation time, appropriately prorated to the date of termination.

Staff:

In no event shall any non-exempt staff employee accrue more than 30 days vacation. After reaching the maximum accrual of 30 days, vacation or vacation pay no longer accrues until vacation is taken. Employees shall not be paid additional compensation for unused vacation time, except upon termination of employment. Upon termination of employment, employees shall be paid additional compensation for unused vacation time, appropriately prorated to the date of termination, up to a maximum of 30 days.

3. ADMINISTRATORS EMPLOYED OTHER THAN ON JUNE 1ST

If an administrator is contracted on a date other than June 1, the first year's vacation allowance shall be prorated to June 1. For example, an administrator in classification I is contracted for services beginning December 1. Her or his first year's vacation will be 11 working days.

DONATION OF VACATION LEAVE POLICY

The University has established a program for employees to share their accrued vacation leave with other employees who have special needs. Criteria for participation include but are not limited to the following:

- Donors may give up to 40 hours of vacation pay per calendar year; must maintain a minimum of 80 hours in their balance.
- Recipients must be employed for at least one year; must be on formal medical leave or sick/bereavement leave of absence; must have used all of their own accrued sick and vacation hours; may receive a maximum of 120 hours per calendar year.

To donate vacation hours to another employee, please use the attached form.

Please note:

Hours donated do not transfer at the donating employee's salary rate; they simply transfer as hours into the recipient's sick leave balance.

**DONATION OF ACCRUED VACATION HOURS
TO ANOTHER CLU EMPLOYEE**

I, _____, hereby request California Lutheran University to decrease my accrued vacation by _____ hours, effective on the date I sign below, for the express benefit of _____, another CLU employee. I understand that once I sign this form and it is approved by my supervisor and the Director of Human Resources, I have willfully and knowingly given up my rights to receive any compensation for the hours noted above. The vacation time donated becomes a sick leave benefit on a day-for-day basis of the CLU employee I designated.

Print Name

Signature

Date

Approved by (Supervisor)

Date

Approved by Human Resources

Date

Copy given to Payroll: _____
Date

SICK LEAVE

Please refer to Policy # [HR 002](#).

BEREAVEMENT

In the event of a death in an administrator or staff member's immediate family (spouse, children, parents, siblings, mother-in-law, father-in-law, grandparent, grandchildren or any other relative living in the family household), bereavement leave of up to five days may be granted with pay. Individuals who are required to travel out of state may be granted up to three additional days with pay. Bereavement leave is charged against the employee's sick leave accrual.

JURY DUTY

California Lutheran University believes that the employees should meet civic responsibilities and urges one to serve on city, state and federal juries, if and when summoned. For this purpose, a leave of absence with full pay is granted by the University for a period of up to two weeks (ten working days) provided that reasonable advanced notice of one's obligation to serve is given. One may also keep any jury fees received. It is expected that employees called for jury duty will make an effort to keep up with their work after adjournment of the court each day.

VOTING

Employees are allowed up to two paid hours time off at the beginning or end of their regular working shift to vote. An employee must provide notice at least two working days in advance of the election if, on the third working day prior to the election, the employee knows or has reason to believe there will be a need for time off to vote. An employee will be excluded from the time off rules if there is sufficient non-working time to vote. Although the law requires time to be taken at the beginning or end of the work shift, the employer and employee can agree on another arrangement.

MILITARY SERVICE

If an employee enters active duty or is recalled by the military in time of national emergency, California Lutheran University will grant a leave of absence. (Reference: Consistent with applicable law.)

NATIONAL GUARD/RESERVE

If one is a regular employee and required to serve in a reserve or National Guard unit for a two-week training period, the University grants necessary time off, with the following exception:

Two weeks of training will be considered a leave of absence without pay. An employee may elect to consider this part of paid vacation leave.

LEAVES WITHOUT PAY

All leaves of absence will be considered on their individual merits. Such leaves may not guarantee one's return to the same position.

Employee's benefits paid by the University will continue for up to three months while on unpaid leave status. After the conclusion of the three months on unpaid leave status, employees are required to pay their own insurance premiums through COBRA.

Leaves must be approved by both supervisor and appropriate Vice President.

Leaves which qualify under the Family Medical Leave Act or California Family Rights Act will provide for guaranteed return to work, so long as the leave does not exceed 12 weeks.

MATERNITY LEAVE OF ABSENCE

Employees who are temporarily disabled and unable to work due to pregnancy related disability would be granted a maternity leave of absence without pay for the period of the disability, provided such a period should not exceed four months. The University integrates State Disability Insurance (S.D.I.) with sick leave and vacation.

Maternity leaves will be granted on the basis of a physician's written statement that an employee is no longer able to work due to a pregnancy-related disability.

An employee who is granted a maternity leave of absence will be entitled, in addition to four months, to utilize any accrued sick leave and/or vacation benefits during the period of disability or long term disability for which the employee may be eligible.

Employees planning to take a maternity leave must submit a written request to the Human Resources Office and a physician's statement. This physician's statement shall give the University reasonable notice of the date the leave will commence, the estimated duration of the leave, and the expected return to work date. The employee must inform the University of the disability as soon as the employee becomes aware. The employee's physician must advise the University of the employee's ability to continue working through the pregnancy until the anticipated date of leave. Employees returning to work after a maternity leave must have a written release from a physician verifying that they are able to return to work and safely perform their duties. Employees must use the Return to Work Certification Form to obtain a physician's release. This form is available through the Human Resources Web Page. The employee must keep the University informed at least every 30 days during the maternity leave as to the status of their disability as well as the employee's intent to return to work upon recovery from the disability. Employees on a maternity leave of absence are not eligible to accrue vacation or sick pay while on leave, nor are they eligible to receive paid holiday benefits. At the conclusion of the employee's maternity leave, the University will reinstate the employee to the same or substantially equivalent position.

In the event that the University cannot immediately reinstate the employee for business reasons, the employee will be placed on a preferential hiring list and reinstated to the same or a substantially equivalent position at such time as a position becomes available.

Time taken as maternity leave under this provision shall not be credited against leave provided under either the Family Medical Leave Act or the California Family Rights Act.

FAMILY CARE LEAVE

Under the California Family Rights Act (FRA) and the Federal Family and Medical Leave Act (FMLA), any employee with 12 months of service and who has worked at least 1,250 hours in the immediate past twelve months, is eligible for a Family Care Leave under the terms of this policy.

Employees are entitled to a leave of up to 12 weeks in any 12-month period for the following purposes:

1. for the birth of a son or daughter of the employee and in order to care for such son or daughter;
2. for the placement of a son or daughter with the employee for adoption or foster care;

(Eligibility for a leave for the birth or placement for adoption or foster care of a son or daughter expires at the end of the twelve month period beginning on the date of the birth or the placement of the child.)

3. for the care of a spouse, son, daughter or parent of the employee who has a serious health condition.

A. Foreseeable Leave

For a leave for the birth or placement of a son or daughter in which the necessity for the leave is foreseeable based on an expected birth or placement, the employee shall provide the University with not less than 30 days notice before the leave is to begin, unless there are unforeseen circumstances which preclude the 30 days notice and then the employee should give the University as much notice as is possible.

For a leave for a serious health condition of the employee's spouse, son, daughter or parent in which the necessity for a leave is foreseeable based upon a planned medical treatment, the employee shall make a reasonable effort to schedule such treatments so as not to disrupt the University's operations subject to the cooperation and approval of the health care provider for the person with the serious health condition, and the employee shall provide the University with 30 days notice prior to the commencement of a leave except in the event that circumstances prevent such notice and then employee is to provide as much notice as is practicable.

Intermittent leave or reduced leave schedule may be taken in order for the employee to attend to the serious health condition of a spouse, son, daughter or parent when medically necessary.

B. Certification of a Serious Health Condition

A serious health condition is defined under the law as an illness, injury or impairment of physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider. It also may involve a period of incapacity whereby the individual is absent from work, school or other regular daily activity for more than three calendar days and also involves a continuing treatment by a health care provider.

The University may require that the leave for a serious health condition of an employee's spouse, son, daughter or parent be supported by a certification issued by the health care provider of the person with the serious health condition.

Employees returning to work after a leave must have a written release from a physician verifying they are able to return to work and safely perform their duties. Employees must use the Return to Work Certification Form to obtain a physician's release. This form is available through the Human Resources Web Page.

C. Coordination of Leaves and Benefits

In relationship to other leave policies, employees taking family care leave will be required to use all available vacation entitlement during the family care leave.

After all available vacation pay has been exhausted, absence from work due to illness in the immediate family may be charged to sick leave pay upon the request of the employee. Immediate family is normally defined as referring to members residing in the household. There may be unusual situations that could be acceptable as exceptions to this limitation. The appropriate Vice President or Director of Human Resources shall make the final decision on exceptions. After all pay entitlements under the provisions of other University leave policies have been exhausted, the remainder of the leave will be unpaid.

TIME OFF TO VISIT CHILD'S SCHOOL

Each employee of California Lutheran University shall be allowed up to four hours of excused absence per child per school year for purposes of visits to the child's school. A request for an excused absence should be made to the employee's supervisor as soon as the employee is aware of the need to visit the child's school. This policy relates to child in kindergarten through grade 12. A child shall include natural, adopted, foster, stepchild or legal ward living with or apart from the employee. The University reserves the right to request written confirmation from the school with respect to the date of such visit.

M. MANDATORY FRINGE BENEFITS

The University has made all necessary modifications in its several benefit programs so as to comply with the federal Employee Retirement Income Security Act (ERISA) requirements. In accordance with ERISA, each eligible employee is provided with a Summary Plan Description for each program, including the plan brochures, setting forth eligibility requirements and the benefits provided under ERISA.

All benefit programs are available to all employees who meet eligibility standards and are employed for more than 1,000 hours per year (generally one-half time). Benefits based on other than a percentage of salary or wage basis are prorated for those persons employed less than full-time.

For more specific information about any of the fringe benefit areas, contact the Human Resources Office.

UNEMPLOYMENT COMPENSATION

Employees who qualify under the laws of this state may be eligible to receive unemployment compensation after termination from California Lutheran University. Details as to the plan and the process involved are available from local offices of the California State Employment Development Department, or check the EDD website at: www.edd.ca.gov.

1. **SHORT TERM DISABILITY** (Paid for entirely by EMPLOYEE's contributions)
If you believe you are eligible to receive State Disability Insurance benefits you may contact 1-800-480-3287 or visit the EDD website. (*Updated June 2007*)

Under the California Unemployment Insurance Code, California Lutheran University is required to deduct approximately one percent of gross salaries and wages monthly from all employees, as consistent with current law. Benefits are payable when you cannot work because of sickness or injury NOT caused by your job. Benefits begin on the eighth day of disability and are payable for a maximum of nine months in accordance with a basic benefit

schedule based on quarterly wages earned. The University integrates S.D.I with sick leave and vacation.

2. PAID FAMILY LEAVE (for entirely by EMPLOYEE's contributions)

When you stop working or reduce your work hours to care for a family member who is seriously ill or to bond with a new child, you may be eligible to receive Paid Family Leave (PFL) benefits beginning July 1, 2004.

3. WORKER'S COMPENSATION

Each employee is covered from the minute he or she starts to work until the workday concludes for on-the-job accidents, injuries or health hazards caused by the job. California Lutheran University pays the total cost of this insurance. This comprehensive plan covers three major areas: Industrial accident (salary for days lost on the job); Medical (doctors and hospitalization); and Death and Disability benefits. (See Appendix for sample form).

With respect to compensation received, the employee may elect one of the following procedures:

- receive as salary only the compensation paid under the Worker's Compensation Insurance from the Worker's Compensation Carrier;
- any time an employee receives Worker's Compensation or State disability payments, sick leave may be utilized in proportion to the benefit paid, e.g., if no benefit is paid for a day of absence, one day of sick leave will be used – if one-half a day's pay is granted by Worker's Compensation or State Disability for one day of absence, one-half day of sick leave will be used. If the employee has no sick leave available, then any available annual leave will be utilized. If/when no sick leave or annual leave is available the employee's sole benefit will be Worker's Compensation Disability Payments.

A. PROCEDURES FOR FILING WORKER'S COMPENSATION CLAIM

EMPLOYEES MUST BE GIVEN A CLAIM FORM STATING FULL DISCLOSURE OF THEIR RIGHTS WITHIN 24 HOURS OF INJURY COMING TO THE ATTENTION OF THE UNIVERSITY.

The Supervisor will do the following:

- call Human Resources Office to advise of the injury;
- send employees not serious injured to:
Health Services and
Human Resources Office for medical authorization slip and employee report;
- Fill out supervisor's report and return to Human Resources Office within 24 hours of injury.

IN CASE OF AN EMERGENCY

- Call Security at ext. 3911, giving exact location on campus;
- Call Human Resources Office to advise of injury and fill out supervisor's report.

OFF HOURS-Security officers are available to transport employees to the medical clinic, if necessary.

Disability slips from the doctor should be given directly to the Human Resources Office by the injured employee when s/he returns to work.

All injured employees (not requiring ambulance services) are required to be seen by the medical facility designated by the University.

SOCIAL SECURITY

The employee's W-2 form shows the amount paid each calendar year and is sent to the employee's home by the University prior to February 1st of the following year.

Administrators who are members of the clergy are considered "self-employed" for federal Social Security tax purposes and the University does not contribute toward the self-employee tax.

CARRIER BENEFITS

In cases where a plan document differs from the handbook the plan document takes precedence.

1. GROUP MEDICAL AND HOSPITALIZATION INSURANCE

The University provides all eligible employees the benefit of enrolling in our group medical insurance plan. Administrators with an annual half-time contract or more are eligible for enrollment within the first 30 days of commencing work at California Lutheran University. Staff employees who work 30 hours per week or more are eligible for enrollment the first of the next month after completing 30 days. Two programs are currently available: an indemnity plan and a Health Maintenance Organization (HMO). The employee may choose either plan. The University pays the premium for the employee, and the employee may elect coverage for his or her dependents provided s/he pays that portion of the premium.

An open enrollment period is held once a year during which time employees may change from one plan of coverage to the other, if they wish. Dependents who have not been previously enrolled (and were eligible for enrollment) may sign up for coverage at this time.

Applying for a change of status for insurance is the responsibility of the employee. Adding or deleting dependents or noting a change of marital status, etc., must be initiated by the employee.

Upon termination from employment at California Lutheran University, one may apply for continuation of benefits in accordance with the guidelines established through the Consolidated Omnibus Budget Reconciliation Act (COBRA) legislation. The terms of continuation are identified in the plan summary booklet. A conversion policy is also available (see Human Resources Office)

2. GROUP LIFE INSURANCE

The University provides a group life insurance policy to all eligible employees within the first 30 days of commencing work. Administrators with an annual halftime contract or staff who work 30 hours per week or more are eligible to enroll. The value of this benefit is equal to two times the employee's annual base salary. The value decreases after age 65. Eligibility coincides with enrollment in the University's medical insurance plan. Details of the plan are available from the Human Resources Office. (Note: Life insurance values in excess of \$50,000 are taxable to the employee. This tax is withheld from the employee's final paycheck at the end of each calendar year.)

3. DISABILITY PLAN - LONG TERM

Each employee working a minimum of 32 hours per week following one year of employment will be enrolled in a long term disability plan. This insurance premium is paid

for in full by California Lutheran University. Should one become totally disabled, this plan provides disability benefits equal to 60 percent of one's Covered Monthly Salary, not to exceed \$3,500 monthly. If one qualifies for benefits under the terms of this plan, payments are made on the first of the month following six consecutive months of total disability. Details of the plan are available in the Human Resources Office. Upon enrollment in the plan, individuals receive an insurance certificate summarizing the Group Total Disability Benefits Insurance from the insurance carrier.

4. CAFETERIA FLEXIBLE BENEFITS PLAN

Employees may elect to enroll in the University's Flexible Benefits Plan (section 125/IRS code). This program affords employees the opportunity to tax defer expenses in the following categories:

- a. Dependent medical insurance premiums
- b. Uncovered medical/dental expenses
- c. Dependent Care

Tax deferred amounts must be in accordance with limits established by the IRS and California Lutheran University. Enrollment may coincide with enrollment in the University's medical insurance program or during the annual open enrollment period. Further details of this program are available in the Human Resources Office.

5. TIAA-CREF RETIREMENT PROGRAM

a. RETIREMENT

The University provides to employees who meet eligibility requirements, at its cost, a retirement annuity contract with TIAA-CREF (Teachers Insurance and Annuity Association and College Retirement Equity Fund). All eligible employees will begin participation in this retirement plan upon completing one year of service (who work a minimum of 1,000 hours or more per year—administrators, half-time annual contract, and staff who work 20 hours or more per week) and attaining age 22. In any event, however, employees in eligible categories of employment who have fully vested, fully funded benefits under the terms of an institutional retirement plan of a previous employer may begin participation in this retirement plan following employment at CLU. Brochures about the plan are available through the Human Resources Office. Summary Plan Documents are also provided to all eligible employees.

California Lutheran University contributes the equivalent of 10 percent of the employees' regular annual salary to the plan. Contributions under this retirement plan, referred to as "Plan Contributions," will be made monthly during the years of participation, except for months in which no salary is paid. (Regular salary shall mean basic annual earnings exclusive of overtime pay.)

One's income after retirement is based on the earnings and number of years in the plan. Quarterly statements are provided directly to participants from TIAA-CREF.

The Human Resources Office holds information sessions at least twice a year to advise eligible employees of the retirement program and review investment options available through TIAA-CREF.

For clerical administrators who are on the ministerial roles of the Evangelical Lutheran Church in America, the University will contribute toward the Church's retirement plan at a level equivalent to 10 percent of the employee's regular salary.

The University Retirement Plan is in compliance with ERISA and REACT (Retirement Equity Act) and the Tax Reform Act of 1986.

6. TAX DEFERRED ANNUITIES

Employees may elect to contribute to a supplemental retirement annuity on a tax-deferred basis according to the limits established by the IRS, at any time. Plan descriptions and materials are available in the Human Resources Office. This option is available to all employees. The percentage you elect to contribute to a tax-deferred annuity must be reviewed by the Human Resources Office.

7. DENTAL/VISION INSURANCE

The University provides dental and vision insurance to eligible employees within the first 30 days of commencing work. Administrators with an annual half-time contract are eligible to enroll. Eligibility coincides with enrollment in the University's medical insurance plan. Specific plan features, lists of participating physicians and application forms are available through the Human Resources Office.

INSTITUTIONAL BENEFITS

1. IDENTIFICATION CARDS

Each employee is required to obtain an official California Lutheran University identification card as soon after joining the staff as possible.

The I.D. card permits the staff member to attend many on campus functions, including athletic events, at no cost. The same applies to immediate members of the family, including spouse and children.

Lectures and concerts for which there is no charge to California Lutheran University students are also open to employees without charge.

Remember in order to take advantage of said benefit; it is imperative that the I.D. card be shown in order to gain admission.

2. EDUCATION BENEFITS POLICY

Please refer to the Policy [here](#)

3. PRESCHOOL & DAYCARE EMPLOYEE DISCOUNT

California Lutheran University's Preschool provides quality preschool and childcare for dependent children of faculty, administration and staff. Priority placement in the program and employee discounts is provided. Dependent children are defined as natural or adopted children whose status qualifies them for exemption for federal income tax purposes. This policy excludes foster children.

Full-time administrators, faculty and staff are eligible to receive a 30% discount for one child and a 35% reduction for two or more children (of the total). There is no waiting period to be eligible for this benefit. The discount does not apply to other fees. Administrators and faculty who have half-time annual contracts and staff who work 30 hours per week shall

benefit proportionately to their hours of employment. These discounts are limited to the above amounts specified regardless of the number of parents employed by the University.

Prior to registering at the Preschool, it is the responsibility of the employee to first secure a tuition discount application from the Human Resources Office. Applications should be completed for each year. Once the tuition application is processed, employees may proceed to register their children in the preschool and childcare program.

4. TRIP REDUCTION PLAN

The institution participates in a Trip Reduction Plan mandated by the Ventura County Air Pollution Control District (APCD). The focus of this plan is to reduce the number of individual commutes to the campus as specified by the APCD. Participation in CLU's incentive plan requires that employees use an alternative mode of transportation at least three times per week. This may include walking to work, riding the bus, riding a bicycle, being dropped off at work, carpooling, telecommuting. Note that the Ventura County APCD carpool definition includes adults or students, 16 years or older traveling to work or school, and/or preschool children or elders dropped off at a facility within ½ mile of the worksite. Details of the University's incentive program and registration forms are available through the Human Resources Office.

N. GRIEVANCE PROCEDURE

PURPOSE

California Lutheran University recognizes that problems occasionally arise involving employer-employee relations (personnel policies and practices). It is in the best interest of both the University employee to resolve these matters as soon as possible and at the lowest possible level. Filing a grievance will not reflect on the employee's status as an employee, nor will it affect future employment, compensation or work assignments. **THERE WILL BE NO RETALIATION AGAINST ANY EMPLOYEE FOR INSTITUTING A GRIEVANCE UNDER THIS PROCEDURE.** In order that employees may be assured fair consideration of their problem(s), a means of review and appeal, without prejudice, has been established. It is the intent of the University that these processes be the sole method for the resolution of all grievances. Any complaint which has been filed with an outside agency and resolved in proceedings with that agency cannot then be presented as a grievance.

DEFINITION

A grievance shall be defined as any complaint by any employee not covered by the faculty grievance procedure as it applies to Appointment, Rank and Tenure (ART) issues, that his or her rights under any applicable University policy or practice, including issues relating to employee discipline and/or dismissal, have been breached or that such policy or practice has been misapplied. Group grievances are permitted. Claims or concerns that are the subject of the University's Harassment Policy shall be handled in accordance with the procedures outlined in that policy.

GRIEVANCE COMMITTEE

A total of five employees shall be appointed to serve on the University's Grievance Committee as needed. Four shall be appointed by the President of the University in consultation with the Vice Presidents; and these four members shall select a fifth member (not a student) in consultation with the President's Cabinet. The President shall designate one of the persons appointed to serve

on this committee as the chairperson. The Director of Human Resources shall serve as an ex-officio member of the Grievance Committee.

INFORMAL GRIEVANCE PROCEDURE

Prior to filing a formal complaint under this procedure, an employee is encouraged to attempt to resolve the grievance informally by discussing the issue with the person's supervisor or department head. If the matter is not adjusted to the employee's satisfaction through informal discussion, the employee may proceed to the formal grievance stage.

GRIEVANCES

The written grievance should set forth in detail the claim, the relief and/or remedy sought by the grievant; and may contain any other data that the grievant deems pertinent. Written grievances must be received by the employee's immediate supervisor within 21 calendar days after the grievant knew of or through the exercise of reasonable diligence should have known of the occurrence of the events upon which the grievance is based.

PROCEDURE FOR HANDLING GRIEVANCES

1. STEP I: IMMEDIATE SUPERVISOR

After receipt of a written grievance, the supervisor shall undertake any necessary investigation and shall review the grievance with the responsible department head. The supervisor, together with the appropriate department head, shall develop a final response and deliver such response in writing to the grievant within 15 days of receipt of the formal written grievance.

2. STEP II: FUNCTIONAL HEAD

If the grievance is not resolved in Step I, the grievant shall within five working days of receipt of the Step I answer, appeal the grievance to the functional head (Vice President). The functional head shall undertake any further necessary investigation and shall respond to the grievance within 10 working days of receipt of the appeal. If the grievance is not resolved at this step, the grievance may proceed to:

3. STEP III: GRIEVANCE COMMITTEE REVIEW

Any grievant may request that a grievance be considered by the grievance committee by submitting a request for such review to the chairperson of the grievance committee within five days of the receipt of the Step II answer.

The chairperson of the grievance committee shall make any necessary arrangements to schedule a grievance committee hearing on the matter. The grievance committee shall commence a hearing on the matter within 30 days of the date the request for consideration was received by the chair. At this hearing, the committee shall first determine if the claim presented is a grievance as defined by this procedure. If the claim is determined to meet the definition of a grievance under this procedure, the committee will then complete the hearing addressing the merits of the claim.

Within 10 days of the conclusion of the hearing, the committee shall submit an advisory decision to the University President and to the grievant. In rendering this advisory determination, the committee is limited in its authority to only address whether or not the policy or procedure was misapplied or violated or whether discipline or dismissal was justified. The grievance committee does not have the authority to create or modify any policy or procedure.

The advisory opinion of the grievance committee, concerning the recommended disposition of the grievance, may be either accepted by both parties or rejected by either party. Rejection by either party will be communicated in writing to all persons involved within five working days after receipt of the advisory decision.

4. **STEP IV: UNIVERSITY PRESIDENT**

If the grievant rejects the advisory opinion rendered by the grievance committee, the grievant shall submit a written appeal to the President within 10 working days of receipt of the advisory decision of the grievance committee. The President, upon receipt of such appeal, shall review the record, and render a final and binding disposition as to the grievance within 10 working days of the receipt of the advisory opinion from the grievance committee.

If the President rejects the advisory opinion, the President shall render a final and binding determination within 15 days of the President's issuance of the notice of rejection.

5. **STEP V: PRESIDENT PARTY TO GRIEVANCE**

If the President is a direct party to the grievance, the grievant may file the Step IV appeal with the Chair of the Board of Regents. The Regent's Executive Committee will then review the record of the case at its next meeting and render a final and binding decision on the grievance within 14 working days of that meeting to all parties.

HEARING GUIDELINES

1. Hearings will be conducted by the designated chair of the grievance committee.
2. Hearings will be conducted in private and the participants will be admonished not to make public statements about any of the proceedings during the course of any hearing.
3. The grievant will be permitted to have an adviser present during the proceedings. The adviser may be chosen from within the University community by the grievant but shall not be a student. The adviser may not directly participate in the hearing proceedings, although such adviser may be present to give the grievant direct advice and consultation.
4. All parties shall have the right to obtain witnesses and present evidence.
5. Continuances shall be granted to allow for opportunity to gain further evidence or for an appropriate reason.

GENERAL PROVISIONS

The filing or pendency of any grievances under the provisions of this article shall not prevent the University from taking the action complained of, subject, however, to the final decision on the grievance.

Failure at any step of this procedure to communicate the decision on the grievance within the specified time limits, or such additional period of time as shall be mutually agreed upon in writing, shall permit the grievant to proceed to the next step.

Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits, or such additional period of time as may be mutually agreed upon in writing, shall be deemed to be acceptance of the decision rendered at the step.

Extensions of time will normally be granted for good and sufficient reason (e.g., illness) by mutual agreement.

O. INSPECTIONS AND SEARCHES ON UNIVERSITY PROPERTY

Safety and health, loss prevention, and the protection of University property are vital to the efficient operations and ultimate success of the University's business and mission. Consistent with these goals is a need to protect against the unauthorized possession, use, or removal of University property, and to maintain access at all times to University premises, property, equipment, information, records, documents, and files. In addition, alcohol, controlled substances, and other harmful materials (such as firearms or other weapons; explosives and/or hazardous materials or articles; illegal drugs or other controlled substances; drug-related paraphernalia; alcoholic beverages) may adversely affect personnel safety and efficient operations.

Accordingly, the University has established this policy concerning inspections, searches, and access on University property which applies to all employees of the University, regardless of their employment status and to all University property. Inspections and searches must be authorized by the Vice President for Administration and Finance.

The University's property and information includes, but is not limited to, furniture, lockers, computer files, voicemail, electronic mail or other similar equipment or places where employees may store their personal property or where University property and information are provided to facilitate the University's business. Inspections or searches also may include an individual's pockets, purse, briefcase, lunch box, or other item of personal property that is being utilized at work, carried by the individual (including employee, guest, and/or visitor), or any vehicle entering, parked on, or exiting University property.

The use of or access to the University's property, information or business tools, even where such are secured by private codes, passwords, and/or locking devices does not create or imply any right to privacy of any sort whatsoever. Employees who refuse to cooperate during an inspection or search will not be forcibly detained or searched. However, the University shall consider their refusal to cooperate and comply with search and inspection requests as a significant factor in assessing possible discipline that may include termination.

Employees who violate the policy guidelines will be subject to discipline, up to and including termination. The University will base any disciplinary decision on the information that is available, including an employee's refusal to consent to the search as well as any information that the employee was in possession of materials in violation of this policy. An employee's failure or refusal to cooperate could deprive the University of information regarding the search.

Employees who become aware of any violation of this University policy must notify their immediate supervisor or Human Resources. Failure to notify the administration of known violations of this policy may result in discipline up to and including termination.

P. WHISTLEBLOWER POLICY

PURPOSE:

California Lutheran University is committed to the highest standards of financial and professional conduct. This policy is designed to enable all of the University's faculty, staff and administration to report concerns about possible financial misconduct or violations of laws with reassurance that they will be protected from retaliation for acting in good faith. Reports of financial misconduct would address such issues as accounting discrepancies, fraud or questionable accounting and

internal controls, accounting misrepresentations, auditing matters, accounting omissions, misappropriation of grant funds, kickbacks, theft of college assets or use of such assets for personal benefit, falsification of time records and other illegal or unethical business practices.

POLICY:

All reports of suspected financial misconduct by California Lutheran University employees or Regents shall be made confidentially and directly to the Chair of the Audit Committee of the Board of Regents through the University's Campus Conduct Hotline at (866) 943-5787. The Chair of the Audit Committee shall oversee the receipt, retention and resolution of such reports and will work with the Administration and outside advisors to ensure that these reports receive the appropriate attention. Any employee ultimately found to have engaged in financial misconduct or other illegal activity is subject to disciplinary action by the University, which may include dismissal as well as prosecution by appropriate law enforcement authorities.

The protection of employees who submit reports of suspected financial or other misconduct is an important part of this policy, as is maintenance of the confidentiality, objectivity and independence necessary to resolve complaints appropriately. The Chair of the Audit Committee and the Administration share responsibility for maintaining these features of the policy, although, depending on the nature of the discipline or the actions of law enforcement agencies, this confidentiality cannot be guaranteed.

It is a violation of this policy to knowingly make fraudulent allegations of financial misconduct with the intent to cause harm to another individual. Those making such allegations are also subject to disciplinary action, up to and including termination.

PROCEDURE:

Since confidentiality is an important part of this policy, the University has contracted with an outside reporting service called the Campus Conduct Hotline which is managed by EIIA (Educational and Institutional Insurance Administrators, Inc.) to facilitate the transmission of reports of financial misconduct or other illegal activity to the Chair of the Audit Committee of the Board of Regents. Reports may be made by accessing the website (www.CampusConduct.com) or by calling the toll-free number (866) 943-5787. Both methods are available 24 hours a day, seven days a week. Upon submission, the reporting party is provided with a confidential access number and is asked to generate a

personal password that provides access to the status of the report and/or to the Chair of the Audit Committee. The report should contain as much detailed information about the incident(s) as possible in order to facilitate an efficient and thorough investigation. This detail should include, at a minimum, the names of the parties involved, the location of the incident(s) and the nature of the possible financial or illegal misconduct. Once a report is made, it is important for the reporting party to check the status of the report periodically, because if the respondent requires additional information, a message will be posted on the EIIA Campus Hotline message board for follow-up by the reporting party. If the additional information is not provided, the investigation may be deemed inconclusive and, therefore, result in no action.

AUDIT COMMITTEE REPORTS:

The University's EIIA Campus Hotline shall prepare periodic summaries of complaints received by categories of complaints, including accounting, internal accounting controls, auditing matters, or other illegal activity for review by the Audit Committee. As appropriate, reports regarding the status of specific complaints may be reported on a more frequent basis. The Audit Committee

shall evaluate annually the effectiveness of these guidelines and recommend and adopt changes as necessary.

QUESTIONS:

Any questions regarding this policy should be directed to the Vice President for Administration and Finance or the Director of Human Resources.