



Employee Handbook

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Contents

General Employment Policies	6
Introductory Statement.....	7
At-Will Employment Status.....	7
Harassment Discrimination and Retaliation Prevention	7
Harassment Prevention	8
Non-Discrimination.....	9
Anti-retaliation	9
Complaint Process.....	9
Disability Accommodations.....	10
Pregnant Workers Fairness Act Accommodations	10
Open-Door Policy	11
 Employment – Timekeeping and Pay.....	12
Full-Time Employees	13
Part-Time Employees	13
Regular Employees.....	13
Temporary Employees.....	13
Exempt and Non-Exempt Categories	13
Work Schedules.....	13
Timecards/Records	14
Payroll	14
Meal and Rest Period Policy	14
Lactation Breaks.....	16
Overtime	16
Safe Harbor Policy for Exempt Employees.....	17
Attendance/Punctuality.....	18
 Time Off and Leaves of Absence	19
Holidays.....	20
Vacation	20
Paid Sick Leave	21
Leave For Victims of Domestic Violence, Sexual Assault or Stalking.....	24
Time off for Crime Victims.....	25
School Appearance Leave	26
School and Child Care Activities Leave.....	26

Bereavement Leave.....	27
Reproductive Loss Leave.....	28
Time Off for Voting.....	28
Jury Duty and Witness Leave.....	28
Volunteer Firefighter, Reserve Police Officer, and Emergency Rescue Personnel.....	29
Military Leave	29
Military Spouse Leave.....	29
Civil Air Patrol Leave	29
Organ and Bone Marrow Donor Leave.....	30
Literary Assistance Leave	30
Voluntary Substance Abuse Treatment/Rehabilitation Leave	30
Religious Leave	31
FMLA.....	31
CFRA.....	33
Pregnancy Disability Leave	36
Personal Leave of Absence	39
Benefits.....	40
Benefits Overview.....	41
Trainings, Seminars & Workshops	41
Retirement Plan Benefits	41
Parking	42
GTU, UC Berkeley, and Stanford University Library Access.....	42
UC Berkeley Recreational Facilities	42
Unemployment and State Disability Insurance	42
GTU Paid Parental Leave	42
GTU Short Term Disability	43
GTU Long Term Disability.....	44
General Practices	45
Employment of Relatives/Employee Relationships	46
Personnel Records	46
Alternative Work Assignments	47
Reimbursement of Expenses	47
Travel Reimbursement.....	47
Performance Reviews.....	48

Systems Use/Property	49
Computing Resources Acceptable Usage Policy.....	50
Email Account Policy	51
Personal Use of Employer Property	52
Employee Property	53
 Employee Conduct/Health & Safety	 54
Disciplinary Action.....	55
Drug-Free and Alcohol-Free Workplace	55
Workplace Violence	56
Policy Against Abusive Conduct.....	57
Smoke-Free Workplace	57
Health and Safety	57
Accidents and injuries on GTU premises.....	58
Inspections	58
Prohibited Conduct	58
 Changes in Status	 60
Voluntary Resignation	61
Return of Property	61
Exit interview.....	61
 Acknowledgement.....	 62
Acknowledgement of receipt of Employee Handbook.....	63

WELCOME!

GTU is ...

Based in the San Francisco Bay Area, the Graduate Theological Union (GTU) is a world leader in the study of religion and theology, as well as a vibrant home for spiritual exploration through online learning opportunities with global reach.

Through rigorous academic research and active interreligious dialogue, the GTU's centers of study and wider consortium offer progr

ams that lead to groundbreaking scholarship, with alumni who become thought leaders in their fields. We offer innovative approaches to advanced study, driven by our core commitment to furthering the causes of ethical leadership, social justice, sustainability, and spiritual care to create more just and peaceful communities worldwide.

General Employment Policies

Introductory Statement

This employee handbook ("Handbook") is designed to generally acquaint you with the employment practices and policies of GTU. Please read this Handbook carefully and familiarize yourself with it.

GTU adheres to the policy of at-will employment which is described in this Handbook. No policy or benefit set forth in this Handbook, nor any other written or verbal communication by any supervisor, administrator, or owner, is intended to create a contract of employment, express or implied, nor constitutes a promise or representation of continued employment for any employee.

With the exception of its policy of at-will employment and those policies compelled by law, GTU reserves the full discretion, at any time, for any reason or for no reason, with or without notice, to revise, modify, delete, or add to any and all policies, procedures, work rules or benefits stated in this Handbook, or the policies and procedures on which they may be based. If this occurs, GTU will provide employees with written notice of the change via email. No oral statements or representations can in any way alter the provisions of this Handbook.

The policies and procedures in this Handbook are not intended to be all inclusive, but rather to serve as a guideline. As laws and regulations frequently change, particularly within the state of California, this handbook may not fully represent the latest legal requirements. Employees working in other states should be aware that additional requirements may apply based on local laws and regulations. If ever you have a question or are unsure about a policy, we encourage you to reach out to your supervisor or to Human Resources.

At-Will Employment Status

Employees at the GTU are employed on an at-will basis. This means that the employment relationship may be terminated at any time with or without reason or advance notice by either the employee or the organization. Nothing in this handbook limits the right to terminate at-will employment.

No employee or representative of the GTU has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the President of GTU has the authority to make any such agreement, which is binding only if it is in writing and signed by the President of GTU.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling or other terms of employment.

Harassment Discrimination and Retaliation Prevention

GTU is an equal opportunity employer. GTU is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on:

- Race
- Religion (including religious dress and grooming practices)
- Color
- Sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including

whether or not you are transitioning or have transitioned) and sexual orientation

- National origin
- Ancestry
- Physical or mental disability
- Medical condition
- Genetic information/characteristics
- Marital status/registered domestic partner status
- Age (40 and over)
- Sexual orientation
- Military or veteran status
- Reproductive health decision making which includes, but is not limited to, a decision to use or access a particular drug, device, product, or medical service for reproductive health.
- Any other basis protected by federal, state, or local law or ordinance or regulation.

GTU also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. Discrimination also violates this policy when it's based on a combination of two or more protected characteristics.

In addition, the organization prohibits retaliation against individuals who raise good faith complaints of discrimination or harassment or who participate in workplace investigations.

Harassment Prevention

The organization's policy prohibiting harassment applies to all persons involved in the operation of the organization. GTU prohibits harassment, disrespectful or unprofessional conduct by or against any employee of the organization, including supervisors, managers, and co-workers. GTU's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom employees may come into contact while working. GTU does not tolerate harassment or discrimination and engaging in any such conduct may be the basis for disciplinary action, even where a legally actionable claim does not arise.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate

this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

Non-Discrimination

The GTU is committed to providing equal employment opportunities to all individuals regardless of age, genetic information/characteristics, marital status, medical condition, mental or physical disability, national origin and ancestry, pregnancy and perceived pregnancy, race or ethnicity (, including but not limited to, hair texture and protective hairstyles, such as braids, locks and twists), color, religion or religious creed (including religious dress and grooming practices), sex (including, pregnancy, childbirth, breastfeeding and related medical conditions), gender (including gender identity or gender expression, which includes transgender status and those who are transitioning or have transitioned and sexual stereotypes), sexual orientation and identity, military or veteran status, citizenship status, or any other protected status in accordance with all applicable federal, state and local laws.

This policy applies to all areas of employment including, but not limited to, recruitment, hiring, training, promotion, compensation, benefits, and transfer opportunities. It is the responsibility of every employee to conscientiously follow this policy.

Anti-Retaliation

Taking any adverse action against an employee because they have resisted or complained in good faith about harassment or discrimination is prohibited by law and by this policy. Likewise, those who participate in investigations of such conduct or aid others in bringing forward concerns are protected from retaliation.

Complaint Process

Reporting:

It is the responsibility of each individual at GTU, whether directly involved in the incident or not, to assure that discrimination or harassment does not occur within the workplace.

Prompt notification of the problem is essential. We cannot resolve a concern regarding harassment, discrimination, or retaliation unless we know about it. GTU takes all complaints of harassment and discrimination seriously and will not retaliate against an employee for raising good faith concerns regarding harassment, discrimination, or retaliation.

If an individual believes that any kind of harassment, discrimination or retaliation is occurring, or observes any such prohibited activity, that individual should immediately report the facts of the incident(s) and the name(s) of the party(ies) involved to a supervisor, the Director of Human Resources or the President. You can bring your complaint to any of these individuals. There is no need to follow any specific "chain of command." If you need assistance with your complaint,

or if you prefer to make a complaint in person, contact the Director of Human Resources.

Supervisors are responsible for immediately reporting any incidents of harassment or discrimination to Human Resources.

When making a report, please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. Written complaints or reports are preferred but are not mandatory.

Employees may also direct complaints to the federal Equal Employment Opportunity Commission ("EEOC") (1-800-669-4000) and/or the California Department of Fair Employment and Housing ("DFEH"), www.dfeh.ca.gov, (800-884-1684).

Investigation & Resolution:

Reported incidents of discrimination, harassment or retaliation will be promptly and thoroughly investigated. The manner of the investigation is at the sole discretion of GTU. The investigation will be kept as confidential as possible, and information will be shared only on a need-to-know basis. GTU expects all employees to cooperate in investigations whether as a witness, third party, complainant, or accused. The complainant(s) and the accused will be notified of the outcome of the investigation; however, because of privacy concerns, specific personnel actions taken in response to an investigation may not be shared.

GTU will take appropriate remedial action to stop any prohibited discrimination, harassment, or retaliation and to deter future conduct of a similar nature. Corrective action may include discipline, up to and including termination.

Disability Accommodation

GTU is committed to fully complying with the Americans with Disabilities Act ("ADA") and all other applicable federal, state, and local laws, and to ensuring equal opportunity in employment for qualified persons with disabilities.

Any employee who requires an accommodation in order to perform the essential functions of the job should contact the Director of Human Resources to request and discuss potential accommodation. The employee should specify in what way the employee is limited in the employee's ability to perform the job and what accommodation the employee believes is needed. The situation will be reviewed with the employee in an interactive process and possible accommodations, if any, that will enable the employee to perform the essential functions of the employee's job will be identified. If a reasonable accommodation can be identified that will not impose an undue hardship, GTU will make the accommodation. If there is more than one possible accommodation, GTU will decide which one will be provided.

Employees are encouraged to use this procedure without fear of retaliation. Employees who believe that they have been treated in a manner not in accordance with this policy should notify the Director of Human Resources immediately.

Pregnant Workers Fairness Act Accommodations

The GTU will provide reasonable accommodations for known limitations related to pregnancy (including termination of pregnancy), childbirth, or other related medical conditions or medical

appointments (including fertility treatments), provided that such accommodations would not create an undue hardship.

The following accommodations will generally be presumed to be reasonable and will be granted as soon as possible and without supporting documentation:

- Carrying or keeping water nearby and drinking
- Additional restroom breaks
- The ability to alternate between sitting and standing
- Breaks to eat and drink

If you need an accommodation, notify your manager or HR. If the need for a particular accommodation is not obvious, you may be asked to provide additional information, such as how it will address limitations caused by pregnancy, childbirth, or related medical conditions. If additional discussion is necessary, the GTU will engage with you in the interactive process to accurately understand your limitations and find reasonable accommodations. Documentation to support a request for accommodation may be required, but only when reasonable under the circumstances.

If leave is provided as a reasonable accommodation, it may run concurrently with other leaves provided by federal, state, or local laws.

Immigration Law Compliance

GTU is committed to full compliance with federal immigration laws. Federal law requires all employers to verify each new employee's identity and legal authority to work in the United States. These laws require that all individuals pass an employment verification procedure before they are permitted to work. Accordingly, all new hires must go through this procedure and newly rehired employees must also complete the form if they have not previously filed an I-9 with the organization, if their previous I-9 is more than three years old, or if their previous I-9 is no longer valid. All offers of employment are conditioned upon receipt of satisfactory evidence of an employee's identity and legal authority to work in the United States.

Open Door Policy

GTU is committed to maintaining a positive and pleasant environment in which to work and encourages open communication with its employees. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any management representative with whom they feel comfortable. Employees are also encouraged to raise any work-related concerns as soon as they arise so that they can be addressed in a timely manner.

Employment – Timekeeping & Pay

Employment Categories

Full-Time Employees

Full-time employees are those who are scheduled for and work an average of 37.5 hours per week.

Part-Time Employees

Part-time employees are those who are scheduled for and do work fewer than an average of 37.5 hours per week. Part-time employees who work fewer than 20 hours on average per week do not accrue benefits.

Regular Employees

“Regular” employees include full-time employees and part-time employees (who regularly are scheduled for and work an average of 20 or more hours per week) who work in non-student, non-adjunct faculty, and non-temporary positions. Regular employees are eligible for certain employer provided benefits as described in this Handbook. *Students who work in “Regular” designated GTU positions are entitled to the same benefits as other Regular employees.

Temporary Employees

Temporary employees are those employed for short-term assignments. Short-term assignments generally are periods of three months or less; however, such assignments may be extended. Temporary employees are not eligible for employee benefits except those mandated by applicable law.

Exempt and Non-Exempt Categories

Each employee is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws and are not entitled to receive overtime pay under these laws. Each employee is also designated as paid an HOURLY or SALARIED wage. Employees will be advised of their status at the time of hiring.

Work Schedules

Full-time Schedules

Full-time schedules are generally 37.5 hours per week for support staff. Administrators and professional staff hours often work in excess of 37.5 hours per week. Therefore, work schedules are established at the discretion of the employee, in consultation with their supervisor, to meet the demands of the job.

Part-time Schedules

Part-time schedules are less than 37.5 hours per week. These hours are scheduled according to the need and at the discretion of the employee's supervisor. Set part-time schedules may be established.

Temporary Schedules

Temporary schedules are generally created for a limited period of time in order to accomplish a specific task, or with the prior approval of your supervisor, to accommodate an employee's need to adjust their work schedule for a short duration.

Work Hours

GTU's standard workweek is from 12:00 a.m. Sunday and ends at 11:59 p.m. the following Saturday. Your supervisor will tell you what hours you will be expected to be at work for your specific work schedule. Depending on the needs of the organization, employees may, from time to time, be required to work overtime or hours other than those normally scheduled.

Timecards/Records

GTU is required to keep accurate records of the time worked by non-exempt employees, either with timecards or other written documentation. Time records are legal documents and must not be tampered with. Time taken for meal periods, or for absences such as for a doctor or a dentist appointment, must be recorded.

Employees are responsible for accurately reporting their own time. If an employee forgets to record their attendance or makes an error on the timecard, the employee should immediately notify their supervisor. Employees are not permitted to commence work before their scheduled starting times or continue to work after their scheduled quitting times, without first obtaining approval from their supervisor. Tampering with time records or falsifying time reports are acts of dishonesty. Each is grounds for discipline up to, and including, immediate termination.

Payroll

GTU employees are paid bi-weekly, resulting in 26 pay periods per calendar year.

GTU offers automatic payroll deposit. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete the direct deposit information in Paycor. To stop automatic payroll deposit, delete the direct deposit in Paycor. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

If a paycheck or itemized wage statement has an error, employees should contact their supervisor or Human Resources immediately to discuss and correct it. It is your responsibility to report any inaccuracy on your paycheck or wage statement. GTU will endeavor to correct all errors as soon as administratively possible.

Meal and Rest Period Policy

GTU's policy regarding meal and rest periods for employees is set forth below. GTU prides itself on our Open-Door policy, and we encourage you to contact us directly if you have any questions about the policies included below or if you need assistance with respect to managing your schedule so that you may take your meal and rest periods.

Meal Periods

Non-exempt employees who work at least five (5) hours in a day are provided an unpaid meal period of at least thirty (30) minutes. Non-exempt employees will be relieved of all duties during meal periods. Where a work period of no more than six (6) hours will complete the day's work, the meal period may be waived by the mutual written consent of GTU and the employee. Employees who work over six (6) hours in a day may not waive their meal periods, except as specifically provided below.

GTU also provides Non-exempt employees who work more than ten (10) hours in a day with a second meal period of at least thirty (30) minutes. Employees who work shifts of more than ten (10) hours, but no more than twelve (12) hours, and who have taken their first meal period, may voluntarily waive their right to a second meal period by the mutual written consent of GTU and the employee.

Employees are provided ample time in their schedule to take their meal and rest periods and are responsible for taking their meal and rest periods consistent with this policy. Employees are responsible for ensuring that the meal period is taken no later than the end of their fifth (5th) hour of work.

Meals are not to be eaten while still "on the clock" and should be eaten away from the employee's work area. Except as otherwise provided above, employees must take all of their meal periods and may not skip a meal period to arrive late, leave early, or work extra time. If, for any reason, you feel that you do not have adequate time to take a thirty (30) minute meal period, it is your responsibility to notify your supervisor so that adequate accommodations may be provided. Additionally, if you are unable to or prevented from taking a meal break, you must notify your supervisor no later than the end of the next day.

Rest Breaks

All non-exempt employees are permitted to take a certain number of paid rest breaks in the course of a workday, based upon the total number of hours worked that day. As a general rule, you are eligible for a 10-minute break for every 4 hours worked or major fraction thereof. Rest breaks should generally be taken at the mid-point of each 4-hour work period.

For workdays of up to 3.5 hours, no rest breaks are provided;

One 10-minute rest break is due for days in which the total time worked exceeds 3.5 hours but is not longer than 6 hours.

Two 10-minute rest breaks are due for days in which the total time worked exceeds 6 hours but is not longer than 10 hours.

Three 10-minute rest breaks are due for days in which the total time worked exceeds 10 hours but is not longer than 14 hours.

If you are unable to take your required rest breaks on any workday, you must inform your supervisor no later than the end of the next day. These regular rest breaks do not need to be recorded in your time records; however, you should include a notation and explanation for any missed breaks. Please note that skipping rest breaks does not authorize you to come in late or to leave early. You are also not permitted to combine rest breaks in order to take a longer rest break and cannot add a rest break to a meal period in order to take a longer meal period. While rest breaks may be taken off premises, you are expected to promptly return following your break to ensure that you will be back to work on time.

Unauthorized Work During Meal Periods and Rest Breaks

Meal periods and rest breaks are designed to ensure that employees have uninterrupted time to themselves throughout the day. Employees are not to engage in work-related activities during meal periods and rest breaks. Employees who feel that work-related activities are inhibiting their ability to take their meal periods and/or rest breaks are directed to discuss the issue with their supervisor.

Lactation Breaks

GTU provides a reasonable amount of break time and a suitable lactation location to accommodate any employee who desires to express breast milk for their infant child. To the extent possible, the lactation break time should run concurrently with the employee's normally scheduled rest breaks. Any break time to express breast milk that does not run concurrently with the employee's normally scheduled break time is unpaid.

Employees who desire lactation accommodations should notify their supervisor to request accommodations. An employee's request may be provided orally, by e-mail, or in writing, and need not be submitted on a specific form.

GTU will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation and any questions or concerns about exercising rights under this policy should be directed to employee's supervisor or Human Resources. Employees also have the right to report any violations of this law to the Labor Commissioner.

Overtime

On occasion, non-exempt employees will be required to work overtime. In such cases, affected employees will be notified in advance by their supervisors, whenever possible.

For the purpose of calculating an employee's hours that are eligible for overtime compensation, the "workday" means the 24-hour period that begins at 12:01 a.m. and ends at midnight. "Workweek" means the seven-day period that begins at 12:01 a.m. on Sunday and runs to midnight on the following Saturday.

Non-exempt employees are entitled to overtime as follows:

- One and one half times the regular rate for hours worked beyond 8 hours up to 12 hours in a workday;

- Double time for hours worked beyond 12 hours in a work day;

- One and one half times the regular rate for the first eight hours worked on the seventh consecutive workday in a workweek;

- Double time for all hours worked beyond eight on the seventh day of work in a workweek.

Non-exempt employees are discouraged from using voicemail, e-mail, and other electronic work tools outside of regular working hours, because work done may be considered work time or overtime. If a non-exempt employee uses these work tools in non-work time, the time spent

must be recorded on his/her timecard. As with overtime in the office, unapproved use of voicemail, etc., outside of normal work time may be considered insubordination and can lead to disciplinary action.

Non-exempt employees must record all hours worked. Working “off-the-clock” is never permitted. If you are ever asked to work “off-the-clock” or you feel pressured to do so, you should immediately report the situation to Human Resources. Falsification of any timecard may result in disciplinary action, up to and including termination.

Safe Harbor Policy for Exempt Employees

It is GTU’s policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours, they may work for GTU. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee’s full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan)
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; voluntary contributions to a 403(b) plan, etc.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because the organization has decided to close a facility on a scheduled work day;

- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness, or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact Human Resources.

Attendance / Punctuality

Individual work efforts are very important for the organization's overall success. GTU depends on employees to report to work regularly and at the agreed time. Poor attendance and tardiness disrupt productivity and make it difficult to function effectively and properly.

On occasion employees have reason to be late or absent from work; if they are unable to report for work for any reason, they must notify their supervisor at least 15 minutes prior to their scheduled starting time. Employees are responsible for speaking directly with their supervisor about their absence. This will allow GTU to arrange for temporary coverage of their duties and helps other employees to continue work in their absence.

If the employee becomes ill while at work or must leave the office for some other reason before the end of the workday, the employee should be sure to inform their supervisor of the situation prior to leaving work.

Nothing in this policy should be construed as infringing on an employee's rights under federal or state disability laws, or the laws governing protected leaves of absence (i.e. CFRA, Pregnancy Disability Leave, Workers' Compensation leave, etc.).

Time Off and Leaves of Absence

Holidays

GTU observes the following paid holidays:

- January 1 (New Year's Day)
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Juneteenth
- July 4th (Independence Day)
- Labor Day
- Thanksgiving Day and the Friday after
- Christmas Day

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, GTU may grant another day off in lieu of closing. Holiday observance will be announced in advance.

Holidays that are paid but not worked do not count for overtime purposes. To be eligible for a paid holiday, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately before and immediately after the holiday, unless an absence on either day is approved in advance by your supervisor or the absence is otherwise protected by law. If you are required to work on a paid scheduled holiday you will receive double time.

Vacation

Eligibility

GTU offers vacation benefits to eligible Regular employees as defined in the Employment Categories section above. Student, Adjunct Faculty, Temporary and Part-time employees who work fewer than 20 hours on average per week are not eligible to earn vacation time.

Accrued Time Off

Eligible employees will begin accruing vacation time upon hire at the following rates:

Exempt Regular employees are entitled to 20 working days (150 hours based on a regular work day of 7.5 hours) of paid vacation for every 12 months worked. 5.77 hours of vacation leave will accrue for each pay period to a maximum of 30 days (225 hours).

For non-exempt Regular employees, the number of completed years of employment with GTU affects the amount of vacation leave accrued. Your hire anniversary date determines the year in which you become eligible for the changes in vacation accrual. The schedule below indicates the accrual rate. Vacation accrues to a maximum of 30 days (225 hours).

Years of Employment	Annual Accrual Allowance
1 - 3 years	10 days (75 hours) (0.0385 hours for every hour worked)
4 - 10 years	15 days (112.5 hours) (0.0577 hours for every hour worked)

11 years and over 20 days (150 hours) (0.0769 hours for every hour worked)

Using Vacation Time

Although you are encouraged to use your vacation time each year, you may carry over unused vacation time from one year to the next until you reach the maximum accrual (as provided above). Once this happens, you will not accrue any additional vacation time until you take some time off.

The total amount of your vacation accrued, the amount used, and the amount currently available for use this year will appear on your regular paystubs.

Employees do not accrue vacation during any unpaid leave of absence or while on disability salary continuation. Accruals recommence when you return to work.

Vacation schedules must be coordinated with and approved by your supervisor in advance. Complete a request for vacation well in advance of the dates involved, at least two (2) weeks in advance when possible.

Vacations are scheduled to provide adequate coverage of job responsibilities and staffing requirements. Every effort will be made to permit employees to take their vacations at the times they wish. However, GTU's operating needs will take priority.

When your employment relationship ends, you will be paid for accrued unused vacation time at your final rate of pay at the time of separation.

Use of Vacation Before Unpaid Leave

If you are taking an unpaid leave of absence, there are circumstances where you may be required to use your accrued and unused vacation before taking unpaid leave or having unpaid absences. In other circumstances, you can choose to use vacation before taking unpaid leave or having unpaid absences, but it is not required. It will depend on the type of leave you are taking and/or federal and state leave requirements.

Please contact the Director of Human Resources to discuss coordination of your benefits.

Paid Sick Leave

Eligibility

All employees are entitled to accrue paid sick leave beginning with their first day of employment. This policy applies to all employees, including employees in full-time, part-time, and temporary positions.

Accrual and Use

Employees begin accruing paid sick days upon hire and can use it in accordance with the following:

Rostered Faculty

- Eligible to take sick leave year round
- Accrue sick leave at 3.46 hours per pay period (which equals 90 hours/year or 12 working days per year assuming a full-time 37.5 hour work week)
- Maximum accrual is 300 hours [After you reach the maximum accrual, no additional sick leave will be earned until some of your leave is used.]

Part-time Faculty

- Eligible to take sick leave only in the semester in which they are teaching
- Accrue sick leave at 7.25 hours per semester, for each 3 credit course taught in that semester (.05 hours for every hour worked assuming 145 hours per course)
- Prorated for teaching less than a 3 credit course.
- Maximum accrual is 72 hours [After you reach the maximum accrual, no additional sick leave will be earned until some of your leave is used.]

Staff

- Eligible to take sick leave year round
- Prorated for part time work
- Accrue sick leave at 3.46 hours per pay period (which equals 90 hours per year or .046 hours for every hour worked assuming a full-time 37.5 hour work week)
- Maximum accrual is 300 hours [After you reach the maximum accrual, no additional sick leave will be earned until some of your leave is used.]

Student Employees

- Eligible to take sick leave only in the semester in which they are working (i.e. must have a current position)
- May take a maximum of 20 hours sick leave per pay period
- Accrue sick leave at 1 hour for every 21.7 hours of work (.046 hours for every hour worked)
- Maximum accrual is 72 hours

Paid sick leave can be used in increments of at least one (1) hour. The total amount of your paid sick days accrued, the amount used, and the amount currently available for use this year will appear on your regular paystubs.

Reasons to Use Paid Sick Time

Paid sick time may be used:

- For the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee;
- For the diagnosis, care, or treatment of an existing health condition of, or preventive care for, a qualified “family member” of employee or a “designated person”.
- For any purpose allowed by the California Healthy Workplaces, Healthy Families Act, including: (1) the care, preventive care, diagnosis or treatment of the employee or a

qualified family member, or for an employee who is a victim of domestic violence, sexual assault, or stalking, to take time off; (a) to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of the employee or the employee's child, such as a temporary restraining order, restraining order or other injunctive relief; (b) to seek medical attention, obtain services from a shelter, program or rape crisis center; (c) to obtain psychological counseling; (d) to participate in safety planning; or (e) to take other actions to increase safety from future incidents.

- When the office or the employee's child's school or child care provider is closed by order of a public official due to a public health emergency.

Employees are permitted to use up to half of their accrued and available sick leave to attend to the illness or preventative care of a family member ("kin care") or a "designated person". Employees have sole discretion over how use of sick leave is designated, i.e., as kin care or for another purpose.

** For purposes of this policy, the term qualified "family member" means: (a) a child, (b) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, (c) a spouse, (d) a registered domestic partner, (e) a grandparent, (f) a grandchild, or (g) a sibling. A "child" includes a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. A "designated person" is any person identified by the employee at the time the employee requests paid sick leave. Employees can choose one "designated person" per 12-month period.

Scheduling

To the extent the leave is foreseeable, employees who need a paid sick leave of absence under this policy should notify their direct supervisor before the scheduled start of their workday. If the leave is unforeseeable or an emergency, employees must provide notice as soon as is practicable. The employee's direct supervisor must also be contacted on each additional day of absence.

If an employee is absent for three (3) or more consecutive days for one of the reasons listed above, reasonable documentation explaining the need for leave may be requested in order to verify the circumstances of the leave and its beginning and expected ending dates.

Pay for Sick Days

Employees will be paid for sick time at their regular rate of pay at the time the sick time benefit is used. Paid sick time for exempt employees is calculated in the same manner as the employer calculates wages for other forms of paid leave time. Any paid sick days used will be paid no later than the next pay period.

If you miss work for the reasons described above and do not have enough paid sick days to cover your absence, any other paid time off, if available, may be used, or your time off will be unpaid. If you require an extended period of time off, you may need to apply for an unpaid leave of absence.

Unused sick days are not paid out upon termination. However, if you leave GTU for any reason and are rehired within one year, all unused, accrued sick days that were available at the time of termination will be reinstated.

Right to Request & Use Paid Sick Days

Please know that you have the right to request paid sick days and to take paid sick days off that are accrued and available. You will not be required to find someone to cover your work responsibilities before being granted the time off. As long as your absences do not exceed the limitations established in this policy, the use of paid sick days will not negatively impact your official attendance record for purposes of disciplinary action or termination. You are protected from discrimination, harassment, retaliation, or any form of reprisal for requesting or using paid sick days or for bringing forward a complaint or participating in an investigation regarding your rights or another employee's rights under this policy. If you ever feel that your rights have not been respected, please bring the matter immediately to the attention of any member of GTU management.

Leave for Victims of Domestic Violence, Sexual Assault or Stalking

If you are a victim of domestic violence, sexual assault, or stalking, and need to take time off from work, you may take a paid sick leave day (as set forth in the paid sick leave policy herein), vacation time or an unpaid leave of absence under this policy. Reasons for this type of leave may include:

- To obtain or attempt to obtain any relief, including, but not limited to, a restraining order or other injunctive order or any legal assistance or remedies, including the attendance, participation in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the victim was the employee or the employee's child, parent, spouse, domestic partner or civil union partner;
- To help ensure the health, safety, or welfare of the victim employee or his or her child, parent, spouse, domestic partner, or civil union partner.
- To seek medical attention for injuries caused by the domestic violence or sexual assault, to obtain services from a domestic violence program, to obtain psychological counseling related to the domestic violence or sexual assault, or to participate in actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

If advance notice is possible, please provide reasonable advance notice to your supervisor. If advance notice is not possible and you need to take an unscheduled absence for one of the above reasons (or any reason protected by the applicable paid sick leave law), you must provide notice as soon as is practicable and, within a reasonable time, provide certification of the need for the absence to your supervisor, such as a police report, court order or documentation from a health care provider, victims advocate, or counselor.

Employees who are victims of domestic violence, sexual assault, or stalking may also request an accommodation for safety at work, including a transfer, reassignment, modified schedule, changed work telephone, assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace, another workplace adjustment, or referral to a victim assistance organization. Unless there is undue hardship, GTU will engage in an interactive process to determine potential reasonable accommodations.

GTU prohibits discrimination and/or retaliation against employees who identify themselves as

victims or survivors of domestic violence, stalking and sexual assault, and/or that exercise their rights to leave or other form of reasonable accommodation under this policy.

Time Off for Crime Victims

Employees who have been victims of a qualifying act of violence (QAV) may take time off work. Employees also may take time off if a “family member” has been a victim of such crimes.

A **family member** means a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, or “designated person”

- “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis.
- “Parent” means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.
- “Sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent
- “designated person” means an individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time they request the leave. An employer may limit an employee to one designated person per 12-month period under this law.

A **qualifying act of violence** means any of the following, regardless of whether anyone is arrested or prosecuted for or convicted of committing any crime:

- Domestic violence;
- Sexual assault;
- Stalking; or
- An act, conduct, or pattern of conduct in which an individual:
 - Causes bodily injury or death to another individual;
 - Exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon with respect to another individual; or
 - Uses or makes a reasonably perceived or actual threat to use force against another individual to cause physical injury or death.

An employee who is a victim of a QAV or who has a family member who is a victim of a QAV may take time off to:

- Obtain or attempt to obtain any relief for the family member, such as a restraining order or other injunctive relief to help ensure the health, safety, or welfare of the family member;
- Participate in safety planning or take other actions to increase safety from future qualifying acts of violence;
- Relocate or attempt to secure a new residence due to the QAV, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare;
- Provide care to a family member who is recovering from injuries caused by a QAV;
- Prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the QAV;
- Seek, obtain, or assist a family member in seeking or obtaining:
 - Medical attention for or to recover from injuries caused by a QAV;

- Services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a QAOV;
- Psychological counseling or mental health services related to an experience of a QAV; or
- Civil or criminal legal services in relation to the QAV; or
- Seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the QAV.

Employee must provide reasonable advance notice of the employee's intention to take time off unless the advance notice is not feasible. If an unscheduled absence occurs, the employee must provide certification within a reasonable time after the absence.

Employee can provide any of the following for certification purposes: police report indicating that the employee was a victim; a court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; or any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Employees may elect to use accrued paid vacation time, paid sick leave time or other paid time off for the absence. If the employee does not elect to use paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any workweek interrupted by the need for time off under this policy.

The amount of leave an employee is entitled to depends on whether the victim is the employee or their family member, as follows:

- Employee: Up to 12 weeks.
- Employee's family member (and the employee is not a victim) and the family member is the victim of a non-fatal QAV: Up to 10 days.
- Employee's family member (and the employee is not a victim) and the family member is the victim of a non-fatal QAV, and the employee takes leave for the limited purpose of assisting their family member in relocating or securing a new residence or enrolling a child in a new school or childcare: Up to five days.

School Appearance Leave

An employee who is required to appear at their child or ward's school because of disciplinary action is entitled to the necessary time off. This time off is unpaid for non-exempt employees. Exempt employees must be paid for this leave as long as they conduct any work in the day, they need time off. Employees seeking leave under this policy may be required to provide their supervisor with a copy of the notice of appearance the employee receives from the school.

School and Child Care Activities Leave

Employees are encouraged to participate in the school or child care activities of their child(ren).

The absence is subject to all of the following conditions:

- Time off under this policy can only be used by parents, guardians, grandparents, stepparents, foster parents or a person who stands in *loco parentis* to one or more children of the age to attend kindergarten through grade 12 or who are with a licensed child care provider;
- The amount of time off for school or child care activities described below cannot exceed a total of 40 hours each year;
- You can use the time off to find, enroll or reenroll a child in a school or with a licensed child care provider or to participate in activities of the child's school or licensed child care provider. The time off for these purposes cannot exceed 8 hours in any calendar month. You must provide reasonable advance notice to your supervisor before taking the time off;
- You can also use time off to address a "child care provider or school emergency" if you give notice to the GTU. A "child care provider or school emergency" means that the your child cannot remain in a school or with a child care provider due to one of the following:
- The school or child care provider has requested that your child be picked up, or has an attendance policy (excluding planned holidays) that prohibits your child from attending or requires your child to be picked up from the school or child care provider;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
- A natural disaster, including, but not limited to, fire, earthquake or flood.
- If more than one parent is employed by GTU, the first employee to request such leave will receive the time off. Another parent will receive the time off only if the leave is approved by their supervisor;
- Available vacation time may be used to receive compensation for this time off; otherwise, this leave will be unpaid.

Bereavement Leave

For all employees, if a family member or "designated person") dies, you may take up to five workdays off. For regular, benefited employees, three of the five days are paid. For the unpaid days off, employees may use vacation time or sick leave. Where unusual circumstances exist, a longer period of leave without pay (no longer than a total of 10 days) may be granted after consultation with your supervisor. You may use vacation time or sick leave for this longer period of leave. Time taken for bereavement should be indicated on your non-exempt timecard or exempt employee online Leave Request.

A "family member" means a spouse, domestic partner, child, parent, sibling, grandparent, grandchild, or parent-in-law.

- "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in *loco parentis*.
- "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in *loco parentis* to the employee when the employee was a child.
- "Sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

A "designated person" is any individual related by blood or whose association with the employee is the equivalent of a family relationship. The employee may identify the individual at the time they request leave and can only designate one person per 12-month period.

Reproductive Loss Leave

All employees who have been employed for at least 30 days before the start of the leave may take leave for up to 5 days when they suffer a reproductive loss event which is the day, or the final day for a multiple day event, of one of the following:

- **Failed adoption:** The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.
- **Failed surrogacy:** The dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate.
- **Miscarriage:** May be a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual who would have been a parent as a result of the pregnancy.
- **Stillbirth:** May be a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual that would have been a parent as a result of the pregnancy.
- **Unsuccessful assisted reproduction:** An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

The five days of leave don't need to be consecutive. If an employee experiences more than one reproductive loss event within a 12-month period, an employee can receive another five days of leave. The maximum amount of leave is 20 days within a 12-month period.

Generally, reproductive loss leave must be taken within three months of the reproductive loss event; however, if prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave under another leave entitlement (e.g., PDL, CFRA, etc.), then the employee may complete their reproductive loss leave within three months of the end of the other leave.

Reproductive loss leave is unpaid, but employees can use existing vacation or sick leave.

Time Off for Voting

If you do not have sufficient time outside of working hours to vote in an official statewide election, you may take off enough working time to vote, including up to two hours off without loss of pay. This time should be taken at the beginning or the end of the regular working shift, whichever allows for more free time for voting and the least time off work. When possible, an employee requesting time off to vote shall give their supervisor at least two working days' notice.

Jury Duty and Witness Leave

GTU encourages employees to appear in court for jury duty or as a witness when subpoenaed to do so.

Regular full-time employees (exempt and non-exempt) will receive their regular pay while serving on a jury for up to 4 weeks in a calendar year. Exempt employees serving on a jury in excess of 4 weeks will also receive their regular pay if they work any part of the applicable

workweek. For all other non-exempt employees, this leave will be unpaid.

Employees will also be granted time off to appear in court as a witness when requested by a party other than GTU. For all non-exempt employees, such time off is not compensated. Exempt employees will receive their regular pay if they have worked any part of the applicable workweek.

A subpoena or other request to appear as a witness should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. Employees are expected to report for work whenever the court schedule permits.

Employees may retain any mileage allowance or other fee paid by the court or the subpoenaing party in connection with jury service or their appearance as a witness.

Volunteer Firefighter, Reserve Police Officer, And Emergency Rescue Personnel

Non-exempt employees will be granted time off to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Time off for non-exempt employees will be unpaid.

Exempt employees who work any portion of a workweek in which they also perform such emergency duties or training will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay. Exempt employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

Military Leave

GTU provides military leaves of absence and protections to employees in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Employees must provide notice to GTU as soon as the need for military duty becomes foreseeable so that GTU can plan accordingly. Military Leave is unpaid. Employees may use accrued and unused vacation.

Employees may contact the Director of Human Resources for additional information about their rights before and after such leave.

Military Spouse Leave

Employees who work an average of 20 hours or more per week and have a spouse or registered domestic partner in the Armed Forces, National Guard or Reserves who has been deployed during a period of military conflict are eligible for up to 10 days of unpaid time off when their spouse or registered domestic partner is on leave from military deployment. Employees taking family military leave must provide Human Resources with written documentation certifying their spouse will be on leave from deployment, within at least two business days after learning of the furlough or deployment.

Civil Air Patrol Leave

GTU provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to ten (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three (3) days unless an extension is granted by appropriate government entities and approved

by GTU.

Organ and Bone Marrow Donor Leave

To be eligible for leave, employees must have been employed for at least ninety (90) days with GTU and be donating an organ or bone marrow. In order to be entitled to a leave of absence, the employee shall provide written verification that there is a medical necessity for the donation. This leave cannot be taken concurrently with CFRA or FMLA.

Employees are entitled to a paid leave of absence not exceeding thirty (30) business days in any twelve (12)-month period beginning from the date the leave begins for the purpose of donating an organ to another person. In addition, after exhausting all available sick leave, employees are entitled to an additional unpaid leave of absence not exceeding thirty (30) business days. Employees are also entitled to a paid leave of absence for the purpose of donating bone marrow to another person for no more than five (5) business days in a twelve (12)-month period.

Employees donating an organ must use up to two (2) weeks of accrued, unused vacation, and employees donating bone marrow may be required to use up to five (5) days of accrued, unused vacation (depending on the length of the leave).

Leave time shall be considered "time worked" with regard to salary adjustment, vacation accrual, sick time accrual and seniority. All health insurance benefits for which the employee is eligible shall continue during the leave time.

Literacy Assistance Leave

GTU will provide assistance to employees who require time off to participate in an adult education program for literacy assistance. If employees need time off to attend such a program, they should inform their direct supervisor or Human Resources. GTU will attempt to make reasonable accommodations by providing unpaid time off or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the organization. GTU will attempt to safeguard the privacy of employees' enrollment in an adult education program.

Voluntary Substance Abuse Treatment/Rehabilitation Leave

GTU will reasonably accommodate any employee who is recovering from alcohol or drug addiction and wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, unless doing so would cause undue hardship to GTU. This accommodation may include time off without pay or an adjusted work schedule. Employees may use accumulated sick days, if applicable, for this purpose.

Nothing in this policy prevents GTU from discharging an employee who, because of the employee's current or ongoing use of drugs or alcohol, is unable to perform the employee's job duties or cannot perform the employee's job duties without endangering either the employee's own health and safety or the health or safety of others.

Employees may not request an accommodation to avoid discipline for being in violation of GTU's Drug-Free Workplace policy. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any GTU employee, including themselves.

GTU will take reasonable steps to safeguard privacy with respect to enrollment in an alcohol or

drug rehabilitation program.

Religious Leave

In recognition of our inter-religious community, provision is made for employees to observe high holy days significant in their religious traditions (i.e., Yom Kippur, Orthodox Easter, Ramadan). These leave days are intended for those whose religious tradition is other than the Western Christian tradition. High holy days in the Western Christian tradition are a part of the regular GTU holiday calendar. Leave for religious holidays/high holy days with pay will be granted to regular, benefited staff for three days in any calendar year, with the approval of your supervisor. GTU will accommodate additional religious holiday leave, without pay or using vacation pay, unless doing so creates an undue hardship for the school.

Family Medical Leave Act (FMLA)

Eligibility

To be eligible for FMLA leave, you must have 1) worked for GTU for at least 12 months (need not be consecutive); 2) worked for GTU at least 1,250 hours in the 12 months preceding the leave; and 3) must be employed at a worksite at which, or within 75 miles of which, there are at least 50 employees. The period in which FMLA leave may be taken is a rolling 12-month period measured backward from the date an employee commences any leave.

Reasons for Leave

Employees who meet the eligibility criteria will be entitled to a total of 12 weeks of FMLA covered leave during any 12 month period for the following reasons:

- Birth, adoption, or foster placement of their child
- Serious health condition of a spouse, child, or parent
- Employee's own serious health condition
- Qualifying exigencies or other military event arising out of the fact that the employee's spouse, son, daughter or parent is a qualified veteran or on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

Amount of Leave

Employees who meet the eligibility criteria are also entitled to up to a total of 26 workweeks of FMLA covered leave during any 12-month period to care for a covered servicemember (who is a spouse, son, daughter, parent or next of kin) with a serious injury or illness incurred in the line of active duty.

If both spouses are employed by GTU, the total leave entitlement as related to FMLA leave for both (not each) for the birth, adoption, or foster placement of a child or to care for a sick parent is 12 weeks over 12 months as defined under the applicable leave. Additionally, the total leave entitlement for both for FMLA leave for military caregiver leave or a combination of military caregiver leave and leave for other FMLA-qualifying reasons will be 26 weeks in any 12 month period.

Certification

GTU will require certification for the employee's serious health condition or family member's serious health condition for all types of leave for medical purposes including FMLA and other applicable leave options. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the Certification of Health Care Provider for Family Member's Serious Health Condition.

An employee who is on FMLA leave for his or her own condition and is considered disabled must submit a return to work authorization prior to being able to return to work. A return to work must be approved by Human Resources before the employee will be released to work.

GTU has the right to ask for a re-certification including the employee's serious health condition or a family member's serious health condition up to once every 30 days or as is applicable under state or federal guidelines. GTU reserves the right to request an updated medical certification, including cases where a range of dates has been designated.

Taking Leave

FMLA leave may be taken intermittently or on a reduced schedule leave when medically necessary or were approved at the discretion of GTU. Employees who are permitted to take leave intermittently or on a reduced schedule may be required to transfer to a position, equivalent in pay and benefits, which better accommodates recurring the need for leave. Upon conclusion of the need for intermittent or reduced hour leave, employees will normally be returned to their original positions or a position equivalent in pay, benefits, and other terms and conditions of employment. Employees must report all time taken under Intermittent Leave to GTU. Failure to report time will result in disciplinary action, up to and including termination of employment.

Pay During Leave

Leave under this policy is unpaid except to the extent that paid leave is available under GTU's other policies or programs, such as sick leave or vacation time. All employees are entitled to use up to two (2) weeks of available vacation time or paid sick leave during a leave under this policy, if they elect to do so.

Benefits During Leave

All group health benefits will continue during the FMLA leave at the same level and terms of coverage as if the employee had been continuously employed during the entire leave period. The employee continues to be responsible for the employee-paid portion of the insurance premium during the FMLA leave period.

Employees who do not return from FMLA leave, except for certain reasons beyond their control, must repay GTU for all health insurance premiums paid on their behalf during the FMLA leave.

Return from Leave

An employee who completes a period of FMLA leave will normally be returned either to the same position as he or she had before or to a position equivalent in pay, benefits, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (e.g., if the employee's position is no longer available due to a job elimination). Except as required by law, leaves that are approved to extend beyond the FMLA covered time does not guarantee the employee will be able to return to work should a position no longer remain available for the employee. Additionally, GTU may, at its option, exempt "key" employees from reinstatement at the completion of the FMLA ("key" employees are defined as the highest-paid 10% of the workforce) if that return from leave would cause substantial and grievous economic injury to GTU.

Should an employee be unable to return from FMLA leave after the employee's eligible time has been exhausted, GTU will comply with applicable law to consider other applicable options or additional leave, in the event that the employee's inability to return to work is due to a qualifying disability. Where additionally leave as an accommodation is not applicable or reasonable, GTU may elect to end the employment relationship.

Interaction with other Leave

If the reason for leave qualifies for FMLA leave and leave under state law (i.e. CFRA), the leave time used counts against the employee's entitlement under both laws.

No Retaliation

No employee will be discriminated or retaliated against for exercising rights under this policy.

California Family Rights Act (CFRA) (CA Employees Only)

Eligibility

Employees with at least twelve (12) months of service with GTU and who have worked at least 1,250 hours of service in the twelve (12) months immediately prior to commencement of leave, may request a leave of absence under this policy for the reasons set forth herein.

Reasons for Use

An employee may take leave under this policy for any of the following reasons:

- To care or bond with a newborn child, adopted child, or foster care placement;
- To care for the employee's spouse, registered domestic partner, child, parent, sibling, grandparent, grandchild or a "designated person" with a "serious health condition";
- Because of the employee's own "serious health condition";
- A qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the U.S. Armed Forces.

Incapacity due to pregnancy, prenatal medical care or childbirth are not covered under this CFRA leave policy. Please see the Pregnancy Disability Leave Policy for further information on this type of leave.

For purposes of this policy, the term “family member” includes an employee’s parent, spouse, child of any age (whether dependent or not), grandparent, grandchild, domestic partner, or sibling. A “sibling” includes any person “related to another person by blood, adoption, or affinity through common legal or biological parent.” The terms “child” and “parent” include “step,” adoptive or foster children or parents, employees who are *in loco parentis* to a child, as well as legal wards or guardians. A “designated person” is someone with whom the employee has a blood or family-like relationship. The employee may identify the individual at the time they request leave and can only designate one person per 12-month period. “Serious health condition” is limited to illness, injury or other physical or mental impairment or conditions that require in-patient care or outpatient care with continuing treatment or supervision by a health care provider.

Applying for CFRA Leave

If an employee’s need for leave is foreseeable, the employee must give at least thirty (30) days’ prior written notice to Human Resources. If this is not possible, the employee must at least give notice as soon as practicable. Failure to provide such notice may be grounds for delaying CFRA protected leave, depending on the particular facts and circumstances.

If an employee is requesting leave because of the employee’s own or a covered family member’s serious health condition, the employee and the relevant health care provider must supply appropriate medical certification. Failure to provide requested medical certification in a timely manner may result in denial or delay of CFRA covered leave until it is provided.

Depending on the nature of the request for leave and to confirm the validity of an employee’s need for leave, GTU reserves the right, consistent with applicable law, to require an employee to be examined for a second opinion by a physician of GTU’s choosing at GTU’s expense, and, if necessary, to obtain a third and binding medical opinion from a physician agreed upon by GTU and the employee, at GTU’s expense.

GTU reserves the right to request recertification of an employee’s medical condition in the event the time period employee’s health care provider originally estimated in the medical certification expires and the employee has requested additional leave.

GTU also reserves the right to require certification in connection with military exigency leave.

Duration of Leave

The maximum period of leave is twelve (12) workweeks over a rolling twelve (12) month period measured retroactively from the last day the employee uses leave.

If medically necessary, family medical leave occasioned by an employee’s own serious health

condition or the serious health condition of the employee's covered family member, may be taken intermittently or on a reduced leave schedule. For foreseeable absences during intermittent leave, GTU retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits, which better accommodates the employee's leave schedule.

CFRA leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of at least two (2) weeks' duration; however, on up to two occasions in a one (1) year period, GTU will provide employees with leave for birth, adoption, or foster care placement of less than two (2) weeks' duration. CFRA leave for the birth, adoption, or foster care placement of a child must be concluded within one (1) year of the birth, adoption or placement.

Pay During Leave

Leave under this policy is unpaid except to the extent that paid leave is available under GTU's other policies or programs, such as sick leave, vacation time, GTU's disability leave or parental leave policies – see additional details regarding these policies below.

Health Care Benefits

For those employees already receiving health care benefits at the time they commence leave under this policy, those benefits will be maintained during the leave. The employee is responsible for their portion of insurance premiums, if any. Failure to pay the employee portion of insurance premiums in advance may result in the termination of coverage. If eligible, the employee will receive notification of continuation of benefits.

GTU reserves the right to seek reimbursement from the employee for the insurance premiums paid by GTU on the employee's behalf while the employee was on CFRA leave if the employee fails to return from CFRA leave for reasons other than the continuation, reoccurrence, or onset of a serious health condition of the employee or the employee's family member, which would otherwise entitle the employee to leave under CFRA, or other circumstances beyond the employee's control.

Returning from Leave

Employees returning from leave must give at least two (2) weeks' advance notice of their intent to return to work. Where an employee has taken leave for purposes of a personal serious health condition, GTU also will require a return to work certification and/or fitness for duty report from the employee's health care provider. Employees who do not provide this certification will not be permitted to resume work until it is provided.

If an employee has a medical restriction at the expiration of a medical leave that prevents the employee from performing the essential functions of the employee's job, GTU will engage in an interactive process with the employee to identify available, reasonable accommodations that may exist and do not place an undue hardship on GTU, including the possibility of an additional unpaid leave of absence. Exceptions to or limitations on the reinstatement rights of employees will be outlined in writing in the notice provided to employees requesting leave.

Upon returning from leave, employees will generally be returned to the same position or a comparable position, without loss of any previously accrued fringe benefits.

No Retaliation

No employee will be discriminated or retaliated against for exercising rights under this policy.

Pregnancy Disability Leave

All female employees of GTU are entitled to take unpaid leaves of absence of up to four (4) months when they are actually disabled by pregnancy, childbirth, or related medical conditions. Pregnancy, childbirth, or related medical conditions are treated like any other disability, and an employee on PDL will be eligible for employer-provided benefits in the same amount and degree as any other employee on disability leave, unless the law requires otherwise.

Any female employee planning to take pregnancy disability leave should advise Human Resources as early as possible and make an appointment to discuss the leave.

Employees who need to take pregnancy disability leave must inform GTU's Human Resources when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. Employees must consult with their supervisor regarding the scheduling of any planned medical treatment in order to minimize disruption to the operations of GTU. Any such scheduling is subject to the approval of your health care provider. If 30 days' advance notice is not possible, notice must be given as soon as practical.

Upon the request of an employee and recommendation of the employee's physician, the employee's work assignment may be changed if necessary, to protect the health and safety of the employee and her child. Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached. If the employee's health care provider certifies a transfer to lighter duty, GTU will attempt to provide such transfer if it can be reasonably accommodated.

Procedure for Requesting Pregnancy Disability Leave or Reasonable Accommodation

Pregnancy disability leave usually begins when ordered by the employee's physician. Within 15 calendar days of GTU's request, the employee must provide GTU with a certification from a health care provider. The certification indicating disability should state:

- The employee needs to take pregnancy disability leave, because she is disabled by pregnancy, childbirth, or related medical condition;
- The date on which the employee became disabled because of pregnancy, childbirth, or related medical condition; and
- Estimated duration of the leave.

If the need for the leave is foreseeable and the employee has not provided sufficient medical certification, GTU may delay granting the employee's request for leave until such time as the certification is provided. If the medical certification provided by the employee is incomplete or inadequate, GTU will advise the employee of such findings and give the employee a reasonable amount of time to provide sufficient medical certification.

If an employee requires a reasonable accommodation other than a leave (for example a transfer or change in job duties), a medical certification is sufficient if it contains all of the following:

1. A description of the requested reasonable accommodation or transfer;
2. A statement that describes the medical advisability of the reasonable accommodation or transfer because of pregnancy;
3. The date on which the need for a reasonable accommodation or transfer became/will become medically advisable; and
4. The estimated duration of the reasonable accommodation or transfer.

Effect on Pay and Benefits

An employee must use accrued sick leave and may use other accrued paid time off during a pregnancy disability leave. Additionally, employees may be eligible for GTU's paid pregnancy disability leave (see below for eligibility requirements). Otherwise, PDL will be unpaid. The substitution of paid leave for pregnancy disability leave does not extend the total duration of the leave to which the employee is entitled.

During an employee's pregnancy disability leave, for up to a maximum of four (4) months (see below for details as to duration of leave), GTU will continue to pay for the employee's participation in GTU's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Please consult with Human Resources for more information.

Duration

Duration of the leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to a maximum of four (4) months of pregnancy disability leave for each pregnancy (this is not an annual limit). For purposes of this policy, four months means the number of days an employee normally would work within four months. For example:

For a full-time employee who regularly works five, eight-hour days per week, four months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For a part-time employee who regularly works 20 hours per week, four months means 346.5 hours of leave (20 hours per week times 17 1/3 weeks).

If an employee's schedule varies month-to-month, a monthly average of the hours worked over the four months prior to the beginning of the leave shall be used for calculating the employee's normal work month.

The four (4) months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes the following: leave for severe morning sickness, prenatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, loss or end of pregnancy, and recovery from childbirth or loss or end of pregnancy. The employee's health care provider ultimately decides if a woman is disabled by pregnancy. Leave does not need to be taken in one

continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one (1) hour.

Reinstatement after Pregnancy Disability Leave

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began, unless legitimate business reasons prevent reinstatement, or preservation of the employee's job would compromise business safety or efficiency. In such case, a comparable vacant position will be offered. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

Employee must be released by a physician to return to work. The release should be in writing and be submitted to Human Resources on or, preferably several days, before employee's return from pregnancy disability leave. Failure to return to work at the expiration of the leave will be deemed as your resignation.

Integration with Other Leave/Benefits

Leave under PDL is generally unpaid; however, certain employees may be eligible for paid leave benefits under GTU's Paid Short-Term Disability Leave.

Additionally, once the disability has ended, employees may be eligible to continue unpaid family medical leave under CFRA or FMLA. PDL runs concurrently with FMLA (but not CFRA). For employees who are not eligible for leave under the CFRA or FMLA, requests for additional leave will be treated as a request for disability accommodation.

GTU also offers paid parental leave to eligible employees for purposes of bonding with a new child, which runs concurrently with any applicable leave under CFRA or FMLA. See Paid Parental Leave Benefits policy below for further details.

Workers' Compensation Leave

GTU, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Assistance to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written *Employee's Claim for Workers' Compensation Benefits* (DWC Form 1) and return it to the Manager of Human Resources; and
- Provide the GTU with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to their same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of their job because of a physical or mental disability, the GTU's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act or the California Fair Employment and Housing Act.

The law requires GTU to notify the workers' compensation insurance GTU of any concerns of false or fraudulent claims.

Workers' Compensation and CFRA/FMLA

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under state and/or federal law (CFRA or FMLA), will be placed on the applicable leave, which will run concurrently with any workers' compensation leave taken by employee.

Personal Leave of Absence

Regular, benefited employees who have been continuously employed by the GTU for more than one year are eligible to apply for an unpaid leave of absence for educational opportunities, or other personal reasons. Such leaves are granted on a case-by-case basis by the Chief Operating Officer, in consultation with the President and your supervisor. All requests for unpaid leaves of absence must be submitted to the Chief Operating Officer in writing.

During the time of your leave of absence, GTU sponsored benefits will be discontinued, unless you make arrangements to continue them at your own expense. Vacation and sick leave credit are not earned during a personal leave.

Benefits

Benefits Overview

GTU is committed to providing the following benefits for eligible employees. Regular Part-Time and Full-time employees, who are hired to work a schedule of a minimum of 20 hours per week, are eligible for the following benefits:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Disability Insurance
- Retirement Plan

Upon becoming eligible for certain employee benefit plans, you will receive Summary Plan Descriptions which describe the benefits in greater detail. For information regarding employee benefits and to answer any questions you may have contact the Director of Human Resources.

The GTU reserves the right to modify, amend or terminate benefits and to modify or amend benefit eligibility requirements at any time and for any reason, subject to any legal restrictions.

Trainings, Seminars & Workshops

Attendance at special seminars and workshops is also encouraged, if it contributes to your competence in your position. You may receive time off from work and reimbursement of registration fees, meals, and transportation if your supervisor has approved your attendance at the seminar or workshop.

Retirement Plan Benefits

Regular benefited employees who are over the age of 21 are eligible to participate in the GTU 403(b) defined contribution retirement plan.

Eligible employees will be auto enrolled at 4% employee contribution which is matched dollar for dollar up to 4%. Employees can decide to contribute more, and they can change their contributions at any time. Contributions may be made tax deferred or after tax. Your additional contributions allow you the opportunity to maximize savings for retirement.

After your first year of continuous employment, the GTU will contribute an amount equal to 3% of eligible employees' eligible gross monthly salary to the retirement plan account.

Full details on the GTU 403(b) retirement plan are provided to each new employee during orientation. You may also contact the Human Resources Office for information regarding the plan at any time.

Parking

Employees must pay for parking at GTU. Written authorization to deduct this expense from employee's payroll will be requested from employee. Contact the Human Resources Office for more information.

GTU, UC Berkeley and Stanford University Library Access

A current GTU identification card can be used to check out books at the GTU library. It may also be used to obtain a free University of California library card (Berkeley campus only) and a card for Stanford's Green Library.

A University of California Berkeley library card can be obtained by presenting your GTU I.D. card (sticker on card must be current) at the circulation service desk at the Main Library.

An application for a library card to Stanford's Green Library must first be acquired at the GTU's library circulation desk. Present both the completed application and your GTU I.D. card (with a current sticker) to the Green Library's circulation desk to procure your library card.

UC Berkeley Recreational Facilities

As an employee of GTU, you are entitled to use the recreational facilities at the University of California, Berkeley. You may purchase a semester card, an annual card, or daily passes. Applications for CRC associate membership can be obtained at the Recreational Sports Facility cashier's office located at 2301 Bancroft Way. You will need your GTU I.D. card to obtain your membership card.

Unemployment & State Disability Insurance

GTU and its employees are exempt from participation in California's Unemployment and Disability Insurance Programs (including SDI and PFL). Therefore, if you leave GTU's employ, you are not eligible for unemployment benefits. However, as set forth below, GTU offers its own form of Short-Term Disability Leave and Paid Parental Leave.

GTU Paid Parental Leave

Because GTU employees are not eligible for State-provided paid family leave benefits, GTU has developed its own paid parental leave benefit to employees taking time off to bond with a new child entering their life by birth, adoption, or foster care placement.

Eligible employees must meet the following criteria:

- Have been employed with the GTU for at least 12 months.
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full-time or part-time, regular employee (temporary employees and student employees are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or domestic partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Eligible employees will receive a maximum of 6 weeks of paid parental leave in the event of the birth, adoption, or placement of a child/children with the employee. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase

the total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than 6 weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame. If two qualifying employees are eligible for parental leave based on the same event, each is separately entitled to take leave under this policy.

Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth, adoption, or placement of a child with the employee. Paid parental leave may not be used or extended beyond this time frame. In the event of a female employee who gives birth, parental leave benefits under this policy will become available at the conclusion of any short-term disability leave/benefit provided by GTU to the employee for the employee's own medical recovery following childbirth.

Paid parental leave taken under this policy will run concurrently with any leave taken pursuant to applicable federal (FMLA) or state law (i.e. CFRA for CA employees); thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the applicable federal or state leave per a 12-month period. All other requirements and provisions under the applicable federal or state law will also apply.

After the paid parental leave benefits of this policy are exhausted, the balance of available leave pursuant to applicable federal or state law will either be compensated through employees' accrued sick and vacation hours, at the option of the employee, or unpaid. Employees are not required to use available paid sick time or vacation before the paid leave benefits under this policy begin. Voluntary use of paid sick time or vacation does not extend the period of an approved leave of absence.

Employees requesting leave benefits under this policy are asked to provide Human Resources with as much advance notice as possible. Additionally, employees must work with their supervisor to schedule leave time such that there is the least amount of disruption to normal business operations possible. The leave provided under this policy may be taken intermittently, subject to prior approval of the scheduled time off by employee's supervisor.

Paid parental leave benefits are available once in any 12-month period, cannot be deferred or accrued, and shall not be paid out following an employee's separation from GTU.

For those employees already receiving health care benefits at the time they commence leave under this policy, those benefits will be maintained during the leave. The employee is responsible for their portion of insurance premiums, if any. Failure to pay the employee portion of insurance premiums in advance may result in the termination of coverage. If eligible, the employee will receive notification of continuation of benefits.

GTU Short-Term Disability

After one year of continuous employment, regular benefited employees become eligible for GTU's short-term disability coverage. Because the GTU group plan for long-term disability provides benefits only after six consecutive months of illness or injury, the following short-term disability coverage is provided.

In the event of a disabling illness or injury, and you ARE NOT receiving other disability payments from other sources (such as Social Security, Workers' Compensation, etc.), you will be required to use all of your accumulated paid sick leave and vacation leave.

If you are receiving other disability payments during your FMLA/CFRA leave you will not be required to use your accumulated paid sick leave or vacation leave. However, you may use any accrued GTU paid sick leave or vacation leave benefits to supplement your other disability benefits, if you choose to do so.

Note that if the leave is for pregnancy disability leave (PDL) or PDL/FMLA, you are not required to use accumulated vacation leave while you are on PDL.

GTU will continue to pay your full salary for a period of one month, following the expiration of all of your accumulated paid sick leave and vacation leave. From then until the end of six months of continuous illness or injury, GTU will pay 60% of your monthly wage base not to exceed a benefit of \$5,500 per month.

No vacation or paid sick leave is accrued during your FMLA/CFRA leave.

Under FMLA/CFRA & this short term disability leave plan, the portion of the premium cost that the GTU pays for your long-term disability insurance, medical and dental insurance and GTU Retirement Plan will continue to be paid until you return to work, or when the six-month Long Term Disability Insurance waiting period is concluded, whichever occurs first. Note that during any unpaid portion of FMLA/CFRA the GTU is not required to make plan payments to the GTU Retirement Plan or to count the leave for purposes of time accrued under the Plan.

Voluntary contributions made through payroll deductions towards your GTU Retirement Plan through TIAA may continue throughout your GTU paid short-term disability leave, if you so designate.

GTU Long-Term Disability

On the first of the month after date of hire, regular benefited employees become eligible to participate in GTU's group long-term disability plan.

Under the plan, after a six-month period of employee's continuous non-work related illness or injury, regular benefited employees become eligible to receive a monthly disability benefit payment.

For eligible employees, monthly benefits will be 60% of your monthly base salary and will not exceed \$6,500 per month. From this amount, the sum of all benefits you receive from other sources will be subtracted. See the insurance certificate for more details.

No vacation or sick leave credit is earned during your disability leave.

Full details on the GTU long-term disability plan and specific information regarding benefits and terms of coverage will be provided to each regular employee when he or she becomes eligible. Please contact the Human Resources Office if you have any questions regarding this coverage.

General Practices

Employment of Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, GTU may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of GTU. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. GTU generally will attempt to identify other available positions, but if no alternate position is available, GTU retains the right to decide which employee will remain employed with the organization.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Personnel Records

You have a right to inspect or receive a copy of the personnel records that GTU maintains relating to your performance or to any grievance concerning you. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made. You may also designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. GTU may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

Any request to inspect or copy personnel records must be made in writing to the Director of Human Resources. You can obtain a form for making such a written request from the Director of Human Resources.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date GTU receives your written request to inspect or copy your personnel records (unless you/your representative and GTU mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, GTU will cooperate with request from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Alternative Work Assignments

GTU may allow employees to telecommute (i.e., work remotely or work from home). All requests to telecommute should be in writing and submitted to the employee's supervisor. All telecommuting arrangements must be approved in advance by employee's supervisor and the Manager of Human Resources. Permission to telecommute is at GTU's discretion and may be withdrawn at any time. Employees requesting to telecommute as a reasonable accommodation should follow GTU's procedures on requests for reasonable accommodation.

This policy applies to employees seeking to telecommute on a regular basis instead of coming on-site to the office. This policy does not apply to occasional work from home arrangements, such as in instances of inclement weather or public health emergencies.

Employees permitted to telecommute on a regular basis instead of coming on-site may be required to sign a written telecommuting agreement that, among other things, describes the agreed-upon hours of work, how hours will be recorded, expected frequency of communication with the employee's supervisor, when (if at all) the employee will be required to report on-site to the office, equipment issued to the employee and the security of any GTU equipment issued to the employee.

In addition, employees permitted to telecommute must continue to abide by all employment policies, including those found in this Handbook. Failure to follow any written telecommuting agreement or these policies may result in discipline (up to and including the termination of employment) and/or the termination of the telecommuting arrangement.

Reimbursement of Expenses

GTU will reimburse employees for reasonable and approved expenses incurred at the request of GTU. Requests for reimbursement must be properly submitted with receipts. Only reasonable, authorized expenses will be reimbursed. If an employee has any questions about what expenses are authorized or what expenses will be reimbursed, the employee should talk to their supervisor before incurring the expense.

Employees need to submit any accumulated expenses for reimbursement to their supervisor at least monthly. Reimbursement request forms are available from the Business Office. Abuse of this policy, including falsifying documents to reflect expenses not incurred, can lead to disciplinary action, up to and including termination of employment.

Travel Reimbursement

When traveling on GTU business, your reasonable business expenses will be paid by GTU.

Air travel may be billed through one of the GTU's authorized travel agencies. For other expense reimbursements, complete and submit to the Business Office a Travel and Expense Voucher form (forms are available from the Business Office).

Specific guidelines for other expenses have not been adopted, however employees are encouraged to use discretion and use modest rental cars, housing, and eating facilities.

Under certain circumstances, employees traveling on GTU business may be advanced expense funds. You are personally accountable for this money, and upon your return, you must submit

an expense report form to record your expenses. Any money not used must be returned to the Business Office, and any additional reasonable business expense incurred will be reimbursed.

Performance Reviews

The performance management process is intended to enhance communication between you and your supervisor, to promote clear understanding, and to let you know where you stand in respect to the GTU's expectations.

At the time of the performance review and mid-year review, you and your supervisor will discuss your areas of success, any areas needing improvement, progress towards your goals, and your new goals. You are encouraged to participate actively in this discussion. A successful performance review requires two-way communication.

Systems Use/Property

Computing Resources Acceptable Use Policy

The following policy outlines guidelines for use of computing systems operated for the GTU. This includes any computer, printer, server, or network supported by GTU IT. The purpose of these guidelines is to ensure that resources are used in an effective, efficient, ethical and lawful manner. Every network user is required to be familiar with this policy. Individual network use will not interfere with others' use and enjoyment of the network and will not violate the policies of any network accessed through the account. Accounts are to be used only for the purpose for which they are authorized and all users are responsible for protecting any information used via their accounts. This includes logins and passwords, as well as data accessed through or stored on the network.

Network use will comply with all Federal and State laws, school policies, and applicable contracts. This includes, but is not limited to, the following:

- Any use of the network for illegal or unlawful purposes, including copyright infringement, peer to peer file sharing, obscenity, libel, slander, fraud, defamation, plagiarism, harassment, intimidation, forgery, impersonation, gambling, soliciting for pyramid schemes, and computer tampering is strictly prohibited. In addition, users are not allowed to install or run programs which reveal weaknesses in the security of any computer system, whether local or remote.
- Computing resources may not be used in any way that violates school policies, rules, or administrative orders.
- Individuals must limit their personal use of these limited resources and not store personal information (i. e. pictures, movies, or music) on any GTU managed system.
- Any use for mass unsolicited mailings, access for non-employees, non-work related commercial activity, and the dissemination of chain letters is prohibited.
- Users are requested to report any observed weaknesses in computer security or incidents of possible misuse or violation of this agreement to the proper authorities by contacting GTU IT
- The content stored on the network systems and services managed by GTU are owned by the GTU. Because of this, GTU reserves the right to access and review electronic files, messages, mail, and other digital archives, as necessary to ensure that no misuse or violation of any policy or law occurs.
- If GTU discovers, or has good reason to suspect, activities that do not comply with applicable laws or policies, email and other records may be retrieved and used to document the activity in accordance with due process.
- Use extreme caution when communicating confidential or sensitive information via email. Under no circumstances should Social Security numbers or credit card information be sent in an email. If you receive an email with such information you should inform the sender that they should never do this. In addition, you must delete all such information from any email you receive as we are not allowed to store that data in the email system.
- Keep in mind that all email messages sent become the property of the receiver and that the content is sent as unencrypted text over the internet. A good rule of thumb is to avoid communicating anything that you wouldn't feel comfortable being made public.
- Any allegations of misuse should be reported promptly to GTU. If you receive an offensive email, do not forward, delete, or reply to the message without consulting GTU.

Failure to Comply

Allegations of misconduct will be handled according to established procedures. Sanctions for inappropriate use of the network may include, but are not limited to, one or more of the following:

- Temporary or permanent revocation of access to some or all computing and networking resources and facilities.
- Disciplinary action according to applicable school policies.
- Legal action according to applicable laws and contractual agreements.

Email Account Policy

Email is a critical mechanism for business communications at the GTU. However, use of electronic mail systems and services are a privilege, not a right, and therefore must be used with respect and in accordance with the goals of GTU. The objectives of this policy are to outline acceptable use of our email systems and services in order to minimize disruptions to services, as well as to comply with applicable policies and laws.

Availability

Email accounts are created for all regular employees. Casual employees and student workers may have an account if it is necessary to perform their job. Under normal circumstances all school related email should only be sent using this account. Accounts are usually created in first initial, last name format (i.e. Jane Smith would be jsmith@someschool.edu). Exceptions to this policy are only made in special cases—generally where there would be a conflict with an existing account.

Email accounts will be valid during the time of employment only. Upon termination of employment, email accounts and network access will be disabled.

Email usage guidelines

Users are responsible to manage what and how much is stored in their mailboxes. GTU has set limits on the allowed mailbox sizes. When you are approaching your size limit, you will be warned of this by the system. Once the limit is reached you will be unable to send new email until the mailbox is reduced in size. All users are encouraged to set up regular archiving of their mail to avoid any disruptions in service. Mail archives should only be kept on your local system or on removable media (i.e. flash drive, DVD, etc.). Archives should not be stored on any file servers that you may have access to.

All email systems are backed up on a regular basis, but these backups are created for disaster recovery purposes only. They cannot be used to retrieve accidentally deleted items of individual end users.

Users should not use their Outlook deleted items folder to store email. This folder is to be used as a waste basket for unwanted email only. It will be emptied automatically on a regular basis.

After this automatic emptying of that folder, deleted items are retained on the system for 21 days before final deletion.

Email attachment size should be kept as small as possible as they do add to the size of your mailbox. Limitations on attachment size for individual emails are in place and the system will warn you if you attempt to attach files to a new email that exceeds those limits. If your work requires the sharing of larger size files please contact IT for advice on how to do so outside of email.

The opening of email attachments should be done with extreme caution. Only open attachments you are expecting. Should you receive an attachment that appears to be legitimate, but you were not expecting, please contact the sender to verify it is a legitimate email before opening any attachments. If you have some doubts about an email or email attachment, contact the IT department prior to opening the message and we will instruct you on how to proceed.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by the administration of their school.

Monitoring and Confidentiality

The content stored on the network systems and services managed by GTU are owned by the GTU, as appropriate. GTU reserves the right to access and review electronic files, messages, mail, and other digital archives, as necessary to ensure that no misuse or violation of any policy or law occurs.

If GTU discovers or has good reason to suspect, activities that do not comply with applicable laws or policies, email and other records may be retrieved and used to document the activity in accordance with due process.

Use extreme caution when communicating confidential or sensitive information via email. Keep in mind that all email messages sent become the property of the receiver and that the content is sent as unencrypted text over the internet. A good rule of thumb is to avoid communicating anything that you wouldn't feel comfortable being made public.

Any allegations of misuse should be reported promptly to GTU. If you receive an offensive email, do not forward, delete, or reply to the message without consulting GTU IT.

Personal Use of Employer Property

The GTU strives to maintain a pleasant working environment and attempts to meet individual employee needs wherever possible. The GTU recognizes that occasionally, employees will need to use resources such as work time, telephones, fax and copy machines for personal use. A reasonable and responsible amount of such use is permitted and provided without charge to employees. However, please remember that all employees ought to strive to be good stewards of GTU resources. These resources have been provided to the school by donors, including many generous individuals, the member schools of the Consortium, and our students, all of them committed to the work of the GTU. We owe it to them, and to one another, to act responsibly in using school resources for both work and personal use.

Please remember that while at work your primary commitment is to your GTU responsibilities. Should you need to make more than ordinary use of GTU telephones, fax or copy machines for personal business, please inform the Business Office. Include the date, time and number dialed,

or number of copies made. Should you need to use a significant amount of working time for personal business, please seek permission in advance from your supervisor and record the time accordingly on your time sheet.

Electronic mail, voicemail and computer systems have been installed by GTU to facilitate the GTU's work and work-related communications. All e-mail, voicemail and computer files are accessible by management at any time and are not private. Employees should not use their e-mail, voicemail or computer to store any files they would not want read by a third party or to transmit any communication that contains discriminatory or harassing content. All messages are governed by GTU's equal employment opportunity policy and policy against harassment.

Personal mail is not to be sent to GTU. GTU mail couriers will send out mail for which you have provided postage through the regular distribution and pick-up points.

Employee Property

GTU is not responsible or liable for personal property that is lost, stolen, or damaged on the premises or while an employee is working at GTU. It is the employee's responsibility to safeguard, replace or repair personal property lost, stolen, or damaged while on GTU's premises or while employee is working at GTU. Consequently, GTU discourages employees from bringing valuable personal property to work. For security reasons, employees should not leave personal belongings of value unattended in the workplace.

Employees who leave GTU's employ should remove any personal items at the time they leave GTU. GTU may discard personal items if not claimed at the time of the employee's cessation of employment.

Employee Conduct/Health & Safety

Disciplinary Action

It is our hope that every employee can succeed and contribute positively to GTU's working environment. However, if a situation develops where your performance is in need of improvement, the GTU may take some or all of the following steps:

1. **Supervisory Counseling.** The intent of verbal counseling is to help you understand the need for improvement of your performance, and/or align your performance with GTU policies.
2. **Written Warning.** More formal than supervisory counseling, a written warning must be signed by you to indicate that you have received, read, and understood it. This written warning will be placed in your personnel file.
3. **Probation, Suspension, or Termination.** In the case of a serious performance deficiency, you may suffer loss of pay, or be placed on probation, or be terminated. A record of the disciplinary action taken will be given to you and a signed copy will be placed in your personnel file.

GTU reserves the right not to follow a plan of progressive discipline, to skip steps and/or proceed directly to termination, at its sole discretion.

Nothing in this policy alters the at-will status of your employment.

Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy, and productive work environment, to protect GTU property and to ensure efficient operations, GTU has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for GTU.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, illegal drugs (drugs that are considered legal under some state laws but remain illegal under federal law, including medicinal and/or recreational marijuana, are considered an illegal drug for purposes of this policy), drug paraphernalia or alcohol by an individual anywhere on GTU premises, while on GTU business (whether or not on GTU premises) or while representing GTU, is strictly prohibited. Employees and other individuals who work for GTU also are prohibited from reporting to work or working while they are using or under the influence of alcohol, illegal drugs, or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, to the extent permitted by and in accordance with applicable law. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

Desks, storage areas, work areas and file cabinets are GTU property and are to be used only for work purposes. GTU reserves the right, at all times, and without prior notice, to inspect any

and all GTU property for the purpose of determining if this policy or any other GTU policy has been violated. Such inspections may be conducted during or after business hours and in the presence or the absence of the employee. Additionally, all containers, including but not limited to, bags, boxes, purses, briefcases, lunch containers, etc., brought onto GTU property are subject to GTU's inspection at any time a designated GTU representative has a reasonable suspicion that this policy has been violated and such an inspection is reasonably necessary in the investigation of such violation(s). Thus, employees should have no reasonable expectation of privacy with respect to such items. Relatedly, because even a routine search for GTU property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to be revealed to GTU and/or that would be in violation of GTU policy. Refusal to consent to a search or an inspection when requested by GTU constitutes insubordination and GTU may take disciplinary action, up to and including immediate termination.

Violation of this policy may result in disciplinary action, up to and including discharge.

GTU maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any GTU employee, including themselves.

Workplace Violence

GTU is strongly committed to providing a safe workplace. All employees, clients and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others.

Conduct that threatens, intimidates, or coerces another employee, customer, vendor or business associate will not be tolerated. GTU resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. GTU treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor or any member of management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform GTU management of any protective or restraining order that they have obtained that lists the workplace as a protected area.

GTU will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. GTU will not retaliate against employees making good-faith reports of violence, threats or suspicious individuals or activities. In order to maintain

workplace safety and the integrity of its investigation, GTU may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Policy Against Abusive Conduct

GTU defines abusive conduct as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” Such behavior violates the policies set forth in this Handbook, which clearly states that all employees will be treated with dignity and respect.

For example, the following types of behavior may potentially be considered abusive conduct:

Slandering, ridiculing, or maligning a person or their family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.

Pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault; damage to a person’s work area or property.

Nonverbal threatening gestures or glances that convey threatening messages.

Socially or physically excluding or disregarding a person in work-related activities.

The purpose of this policy is to communicate to all employees that GTU will not tolerate abusive conduct. If an employee believes that there has been a violation of this policy, the employee should submit a complaint to their supervisor as soon as possible after the incident. Employees found in violation of this policy may be subject to discipline up to and including termination.

Smoke-Free Workplace

We provide a smoke-free workplace for all employees and our customers.

Smoking, including the use of e-cigarettes, vaping, and chewing tobacco, is prohibited on GTU premises and in all GTU vehicles.

This means that you are not permitted to use tobacco products in any GTU-owned, leased or controlled space, including private offices, stairwells, restrooms, GTU vehicles, or common areas. Smoking is allowed only in designated outdoor areas.

Health and Safety

The health and safety of employees and others on GTU property are of critical concern to GTU. GTU intends to comply with all health and safety laws applicable to our business. To this end,

we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on GTU's premises, or in a product, facility, piece of equipment, process, or business practice for which GTU is responsible should be brought to the attention of management immediately.

Periodically, GTU may issue rules and guidelines governing workplace safety and health. GTU may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. GTU has also established a written "Injury and Illness Prevention Program" (IIPP) as part of its safety program. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

Accidents and Injuries on GTU Premises

Report all accidents and injuries to your supervisor immediately. For the safety of all employees and guests, please do not attempt to give medical aid to an injured person unless it is an emergency and other medical assistance is not available. Call 911 for any serious emergency.

Inspections

GTU reserves the right to require employees while on GTU property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on GTU or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to GTU or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

Prohibited Conduct

Employees are expected to conduct themselves in a manner to further the GTU's objectives. The following conduct is prohibited and will not be tolerated by GTU. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and operations also may be prohibited and result in disciplinary action up to and including termination.

- Falsifying employment records, employment information, or other records;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any property, or the property of any employee or customer;
- Removing or borrowing GTU property without prior authorization;

- Unauthorized use or misuse of GTU equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on GTU property;
- Participating in horseplay or practical jokes during work time or on the GTU premises;
- Carrying firearms or any other dangerous weapons on GTU premises at any time;
- Causing, creating or participating in a disruption of any kind during working hours on GTU property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive, threatening or intimidating language at any time on the GTU premises;
- Violation of punctuality and attendance policies. Absences protected by state or federal law do not count as violations of this policy. Protected paid sick time under California law does not count as a violation of this policy;
- Failing to obtain permission to leave work for any reason during normal working hours, not including meal periods;
- Failing to observe working schedules, including rest and meal periods;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls, including cell phone calls, of more than a few minutes in duration during working hours, except in cases of emergency or extreme circumstances;
- Working overtime without authorization or refusing to work assigned overtime;
- Violation of dress standards;
- Violation of any safety, health, security or policy, rule or procedure;
- Violation of the drug and alcohol policy;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Violating the anti-harassment or equal employment opportunity policies; and
- Failing to promptly report work-related injury or illness.

GTU will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. GTU will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason in accordance with its at-will employment policy.

Nothing in this Policy shall be construed or applied in a manner that interferes with the employee's rights under Section 7 of the National Labor Relations Act (NLRA).

Changes in Status

Voluntary Resignation

In the event of an employee resignation, at least two (2) weeks' written notice is requested to assist GTU in preparations for the departure and related actions, including necessary paperwork.

Return of Property

Employees must return all GTU property, materials, or written information issued to them or in their possession or control, upon termination or resignation from employment.

Exit Interview

Any employee leaving GTU may be asked to attend an exit interview. The purpose of the interview is to mutually discuss the reasons for departure, to resolve any questions related to compensation or benefits and to facilitate the return of all GTU property.

Acknowledgment

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK & POLICY AGAINST HARASSMENT AND DISCRIMINATION

My signature below indicates my acknowledgment that I have received a copy of the Employee Handbook for Graduate Theological Union (GTU), which includes GTU's policies against harassment and discrimination, and that I understand that it contains important information on GTU's general personnel policies and on my privileges and obligations as an employee. I acknowledge that I am expected to read, understand, and adhere to GTU's policies, including those contained in the Handbook. I understand that I should consult the Manager of Human Resources regarding any questions I have about the policies in the Handbook or any questions not answered by the Handbook.

I acknowledge that GTU is committed to providing a work environment that is free of harassment and discrimination, and that GTU maintains a strict policy prohibiting all forms of harassment and discrimination, including sexual harassment. My signature below indicates that I have read, understand and agree to adhere to GTU's policies against harassment and discrimination as set forth in the Handbook.

I acknowledge that the Handbook is not an employment contract, and that nothing in the Handbook creates or is intended to create a promise of continued employment. I understand that my employment with GTU is "at-will," which means that I have the right to terminate my employment at any time, with or without cause or notice, and that GTU has the same right.

Because the information, policies, and benefits described in the Handbook are subject to change, I understand that GTU may revise, supplement, or rescind any of the Handbook policies without prior notice (except the policy of at-will employment, which may not be changed or modified without a writing signed by both GTU's President and me).

PLEASE DO NOT SIGN BELOW UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT.

Employee Name

Employee Signature

Date