

# **Employee Guide to Human Resources Policies**

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## **Dear Colleagues:**

On behalf of Union Theological Seminary (referred to in this handbook as “Union”), we would like to extend to you a sincere welcome. We are pleased you have joined our community and look forward to a mutually beneficial relationship. Whether you have just joined our staff or have been at Union for a while, we are confident that you will find Union a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of Union to be one of its most valuable resources.

In view of its basic Christian commitment and its respect for other religious and cultural traditions, Union expects all persons associated with Union to treat all other persons associated with Union respectfully at all times.

To help you become an effective and integral part of the Union community, we have prepared this Employee Guide to answer some of the questions you might have regarding Union, our policies and benefits. This handbook is designed to be a guide for you in your day-to-day interactions at Union. After carefully reviewing this guide, please keep it handy for future reference. If you have any questions, please ask your manager or Human Resources.

Again, welcome. We are pleased to have you with us, and hope you will find your work with Union interesting and rewarding.

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President

# Introduction

## **Collective Bargaining Agreement with Local 2110**

*Union recognizes some of its employees are represented by Local 2110 T.O.P. U.A.W. To the extent that any of the policies contained herein conflict with the terms and conditions as set forth in Local 2110's Collective Bargaining Agreement with Union Theological Seminary the Collective Bargaining Agreement shall govern.*

The Employee Guide (Guide) summarizes various employment related policies, procedures and benefits for Union staff and is for informational purposes only. This Guide is not intended to be a contract. After reading this Guide, should you have any questions, please do not hesitate to discuss them with your manager or with Human Resources.

This Guide replaces any employee guide or handbook you may have been issued previously and any written policy, procedure or practice that may have been communicated verbally or in writing.

The Employee Guide is maintained on Union's ADP portal and in the Human Resources Office. Employees will receive notification via e-mail when changes occur to the Guide. It is the employee's responsibility to read and abide by those changes.

Each employee's employment relationship with Union is voluntarily entered into and employees are free to resign at any time with or without notice. This also means that Union can end any employment relationship at any time with or without notice as well as with or without cause; except where governed by an applicable Collective Bargaining Agreement.

Accordingly, there is no promise that your employment will continue for a set period of time or that an employee's employment will be terminated only under particular circumstances. Only the President can approve an agreement contrary to this statement. Any such agreement must be in writing and signed by both the employee and the President.

Union reserves the right to change policies and/or to waive compliance with the policies at any time. Union also reserves the right to change wages, and to change or eliminate non-accrued benefits for any reason at any time.

The policies and rules contained in this Guide are binding upon all employees. While employment may be terminated without cause, a violation of any of the policies and rules may also result in corrective action, including termination of employment for cause. The failure to impose corrective action upon an employee for a violation of any of these policies and rules shall not preclude Union from imposing corrective action for any other or future violation, nor shall such failure to impose corrective action reduce the severity of the corrective action for any other or future violation.

Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

## **Faculty Guide**

Members of the faculty should refer to the Faculty Guide for additional information where indicated.

## General Description of Union Theological Seminary

### History

Union Theological Seminary has always embodied the freedom to learn and the freedom to teach—ideals that may be more critical than ever to churches and society at this moment in history. Founded in 1836, Union forged a new vision for theological education: to center ministerial training in an urban context so that academic excellence and personal faith might respond to the needs of the city.

Today, a new Union in a world city remains faithful to that vision. With roots that are firmly planted in the Protestant, Reformed tradition, the Seminary continues to reform itself in response to the changing needs of the world and an evolving understanding of what it means to be faithful.

### Mission

Union Theological Seminary in the City of New York is a seminary and a graduate school of theology established in 1836 by founders “deeply impressed by the claims of the world upon the church.” Union prepares individuals for committed lives of service to the church, academy, and society. A Union education develops practices of mind and body that foster intellectual and academic excellence, social justice, and compassionate wisdom. Grounded in the Christian tradition and responsive to the needs of God’s creation, Union’s graduates make a difference wherever they serve.

### Vision

Education at Union Theological Seminary is deeply rooted in a critical understanding of the breadth of Christian traditions yet significantly instructed by the insights of other faiths. It makes connections between these traditions and the most profoundly challenging issues of our contemporary experience: the realities of suffering and injustice, world religious pluralism, the fragility of our planet, and discoveries of modern science. Union envisions a future in which teaching and learning continues to be ecumenical in spirit, supporting a record of academic excellence and a deep commitment to social justice. Union envisions its graduates changing the world by practicing their vocations with dedication to the mission of the churches and leadership in the academy and society, ever seeking to bring a religiously grounded, critical and compassionate presence to the major personal, social, political and scientific realities of our time.

# ***SECTION 1***

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## **DIVERSITY**

### **Statement on Diversity**

Union values diversity among students, faculty and staff, and supports innovative strategic planning and leadership as tools to achieve diversity and inclusion. Our mission is best fulfilled when we embrace diversity across all social identities (race, class, gender, sex, ability, faith/belief, sexual orientation, and age) as a value and a practice. We maintain that achieving diversity requires an enduring commitment to inclusion and social justice that must find full expression in our organizational culture, values, norms and behaviors. Union believes that a rich diversity of people and the many points of view they bring serve to enhance the quality of the educational, teaching and employment experience at Union.

### **Equal Employment Opportunity Policy**

Union seeks to operate in an atmosphere of pride in its work and mutual respect for all staff. Union's objective is to maintain an environment that encourages the personal and professional growth of each individual who is part of Union. The continuing success of Union depends on the full and effective use of the abilities of all staff.

Accordingly, Unions' policies with respect to hiring, promotion, termination, compensation or other terms, conditions or privileges of employment mandates that there be no discrimination or harassment against any individual on the basis of race, color, sex, gender (including gender identity and expression), pregnancy, religion, creed, national origin, age, alienage and citizenship status, status as a perceived or actual victim of domestic violence, physical or mental disability, marital status, sexual orientation, military status, partnership status, genetic predisposition or carrier status, arrest and or conviction record, or any other individual or groups of individuals protected by federal, state or local laws.

Union will comply with such laws in all respects and will not take any action against any individual because the individual has exercised their rights under the law. Anyone who believes that Union has failed to live up to this policy in any way should bring this concern to the attention of their manager or Human Resources.

### **Anti Harassment Policy and Complaint Procedure**

Union is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Union expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

It is the policy of Union to ensure equal employment opportunity without discrimination or

harassment on the basis of race, color, sex, gender (including gender identity and expression), pregnancy, religion, creed, national origin, age, alienage and citizenship status, status as a perceived or actual victim of domestic violence, physical or mental disability, marital status, sexual orientation, military status, partnership status, genetic predisposition or carrier status, arrest and or conviction record, or any other individual or groups of individuals protected by federal, state or local laws.

Union encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Union to promptly and thoroughly investigate such reports. Union prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

#### Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law or that of his/her relatives, friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.



### Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Union (e.g., an outside vendor, consultant or visitor/customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

### Complaint Process

Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, Human Resources or any member of management.

When possible, Union encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. Union recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

Union encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

If a party to a complaint does not agree with its resolution, that party may appeal to the President of Union or their designee.

False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action.

## Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA) Policy

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of Union to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is Union's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Union will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to Union.

### Pregnancy Employee Rights

#### New York City Pregnant Workers Fairness Act (NYCPWFA)

New York City Human Rights Law was amended in October 2013 to expand protections against discrimination for pregnant employees and new mothers. Employers with more than 4 employees must provide reasonable accommodations to an employee based on the needs of her pregnancy, childbirth or a related medical condition.

*Please contact the Human Resources Department with any questions or requests for accommodation.*

## ***SECTION 2***

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### **EMPLOYMENT**

#### **Background and Reference Checks**

To ensure that individuals who join Union are well qualified and to ensure that Union maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form.

All offers of employment are conditioned on receipt of a background check report that is acceptable to Union. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and antidiscrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead Union to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

Union also reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

#### **Employee Classifications and Categories**

All employees are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and Union.

**Nonexempt employees** are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime.

**Exempt employees** are generally managers or professional, administrative or technical staff who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

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

- **Regular, full time:** Employees who are not in a temporary status and who are regularly scheduled to work Union's full-time schedule of 35 hours per week. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program.
- **Regular, part time:** Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule but more than 17.5 hours each week. Regular, part-time employees are eligible for some of the benefits offered by Union subject to the terms, conditions and limitations of each benefits program.
- **Temporary, full time or part time:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work a full time or part time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. *Temporary workers are not eligible for Union provided benefits unless specifically stated otherwise in a Union policy or are deemed eligible according to plan documents.*
- **Grant Funded :** An employee, whose position is funded through a Grant. Employees may not be eligible for Union benefits. Employees are told of their status at time of hire.
- **Intern/Casual :** An individual, working less than 17.5 hours per week, on an as-needed basis. Employee is informed of their status at time of hire and is not eligible for benefits.

### **Consensual Relationship**

Employees are prohibited from having a romantic relationship or permitting one to develop with any other employee who is subject to that person's supervision, directly or indirectly, even when both parties appear to have consented to the relationship.

Union recognizes that consensual romantic and other outside relationships may exist prior to the time an evaluative relationship begins. When an employee has a recent romantic or outside relationship with a subordinate, the following guidelines will be followed:

- The employee in an evaluative role must report the relationship to their manager. The Executive Vice President and the department head in collaboration with the Human Resources Director will decide the best possible outcome.
- If it is not possible to reassign the subordinate or the supervisor, the department head will make arrangements for another appropriately qualified employee to evaluate the work, and control working conditions and other similar responsibilities.
- All conflicts or potential conflicts must be reported by the employee or the employee's manager to the Executive Vice President and the Human Resources Director.

This policy is not intended to limit romantic or outside relationships among peers or colleagues; however, employees involved in such relationships are cautioned to avoid situations which may contribute to a hostile environment for other employees.

Exceptions to any of these prohibitions (other than the reporting requirement which is absolute) will be considered by the Executive Vice President in conjunction with the Human Resources Director on a limited, case-by-case basis. It is the duty of employees to consult with the Executive Vice President and or Human Resources Director if there are questions about the application or effect of this policy to an existing or potential relationship in which they are or may become involved or in which employees they directly or indirectly supervise are or may become involved. Suspected policy violations may be reported by anyone to the Human Resources Director or the Executive Vice President or any other administrative officer. The Human Resources Director will coordinate the investigation of the complaint in conjunction with the Executive Vice President. If either person is included in the complaint, they will not be involved in the investigation or decision.

If the investigation concludes that a violation of the Consensual Relationship Policy did occur, corrective action, which may include immediate termination of employment, will be taken by the Executive Vice President.

### **Corrective Action**

Every employee has the duty and the responsibility to be aware of and abide by existing rules and policies. Employees also have the responsibility to perform their duties to the best of their ability and to the standards as set forth in their job description or as otherwise established.

Union supports the use of progressive corrective action to address issues such as poor work performance or misconduct. Our progressive corrective action policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Our corrective action policy has been designed consistent with our organizational values, HR best practices and employment laws.

Outlined below are the steps of our corrective action policy and procedure. Union reserves the right to combine or skip steps in this process depending on the facts of each situation and the nature of the offense. The level of corrective action intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling and/or training; the employee's work record; and the impact the conduct and performance issues have on our organization.

The following outlines Union's corrective action process:

- **Verbal warning:** A manager verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.
- **Written warning:** Written warnings are used for behavior or violations that a manager considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file. Employees should recognize the grave nature of the written warning.

- **Performance Improvement Plan:** Whenever an employee has been involved in a disciplinary situation that has not been readily resolved or when they have demonstrated an inability to perform assigned work responsibilities efficiently, the employee may be given a final warning or placed on a performance improvement plan (PIP). PIP status will last for a predetermined amount of time not to exceed 90 days. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the manager and the organization. At the end of the performance improvement period, the performance improvement plan may be closed or, if established goals are not met, termination may occur.

Union reserves the right to determine the appropriate level of corrective action for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and discharge.

### **Employment Eligibility Verification – Homeland Security Requirements Immigration Law Compliance**

Union is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Union within the past three years, or if their previous I-9 is no longer retained or valid. Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Employees may raise questions about immigration law compliance without fear of reprisal.

The Department of Homeland Security defines “hired” as the actual commencement of employment of an employee for wages or other remuneration.

The employee must complete Section 1 of the I-9 Form and the employer must complete Section 2 by examining evidence of identity and employment eligibility within three (3) business days of the date employment begins. If the employee is authorized to work, but is unable to present the required document(s) within three (3) business days, they must present a receipt for the application of the document(s) within three (3) days and the actual document(s) within ninety (90) days. However, if the employer hires the individual for duration of less than three (3) business days, Section 2 must be completed at the time employment begins.

If the employee is authorized to work in the United States for a limited period of time, before the expiration of that period, they will be required to submit proof of their employment authorization and sign another Form I-9 in order to remain employed.

### **Employment of Members of the Same Family**

Members of an employee’s immediate family will be considered for employment on the basis of their qualifications. Immediate family may not be hired, however, if employment would:

- create a supervisor/subordinate relationship with a family member,
- have the potential for creating an adverse impact on work performance, or
- create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when assigning, transferring, or promoting an employee. For the purpose of this policy, immediate family includes: spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, members of household.

Employees who become immediate family members may continue employment as long as it does not involve any of the above. If one of the conditions outlined should occur, Union will make reasonable attempts to find a suitable position within Union to which one of the employees will transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision, Union will decide in its discretion who will remain employed.

### **Employment of Minors**

Minors under the age of 14 are prohibited by federal, state and local laws from working. Limitations apply to employment of persons from the ages of 15 to 17.

### **Recruitment Procedure**

Recruitment is a collaborative activity of Human Resources and the respective department manager. Union uses a wide range of activities to identify qualified candidates for vacant positions.

These activities include internal sources such as position posting; internal and external and, referrals. External sources may include technical schools, professional organizations, colleges, career fairs, private fee paid employment agencies, direct mailings, advertisement, internet sites and state and federal training programs.

Candidate recruitment shall be coordinated by Human Resources. Applicants inquiring about employment opportunities shall be directed to Human Resources.

Recruitment and hiring shall take place only when a position has been authorized to be filled. Authorization to fill a newly created position within a department and to fill or refill a previously authorized position requires approval from the Vice President of Finance and Operations.

# SECTION 3

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## ON THE JOB

### External Communication

All requests for official information concerning faculty members, alumni/ae, staff, and official statements of positions or policies held by Union are to be referred to the Communications Office.

### New Employee Orientation

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about Union and prepared for their position. New employee orientation is conducted by a Human Resources representative, and the new employee's manager. Orientation will include an overview of employee benefits, safety procedures and standards of conduct. Once a newly hired employee's initial paperwork has been processed, the employee is issued a Union identification card.

The employee's manager then introduces the new hire to staff throughout the department, reviews their job description and scope of responsibilities, explains Union's evaluation procedures, and helps the new employee get started on the job.

### Initial Employment Period

*Employees represented by Local 2110, please refer to the Collective Bargaining Agreement for information regarding Probationary Period.*

Every new employee goes through an initial period of adjustment in order to learn about Union and about their job. During this time the employee will have an opportunity to find out if they are suited to their new position.

Additionally, the initial employment period gives the employee's manager a reasonable period of time to evaluate the individual's performance. The initial employment period is ninety (90) days from date of hire or transfer/promotion into a new job.

During this time, the employee will be provided with orientation to their new environment/job and receive guidance from their manager. The employee may be discharged at any time during this period if the manager concludes that the employee is not progressing or performing satisfactorily. Additionally, as is true, at all times during an employee's employment with Union, employment is



not for any specific period of time and may be terminated with or without cause and without prior notice.

At the end of the initial employment period, the employee's manager will provide a written performance review to the employee. Provided the employee's job performance is "satisfactory" at the end of the initial employment period, the employee will continue in our employment as an "at-will" employee.

## **Transfers and Promotions**

*Employees represented by Local 2110, please refer to the Collective Bargaining Agreement for information regarding Transfers & Promotions.*

Union encourages employees to assume higher-level positions or lateral transfers for which they qualify. Toward this end, Union will post vacancies to offer employees the opportunity to bid for certain positions within Union. Generally:

- Employees must be in their job for at least one year before applying for a change in position.
- Employees must have a satisfactory performance evaluation within the last year.
- Each employee requesting a transfer will be considered for the new position along with all other applicants, internal and external.
- Each transfer is judged on an individual basis, depending on the needs of both departments involved.
- All final decisions regarding transfers will be made by management, in conjunction with Human Resources.

Employees who wish to apply for a transfer should discuss it first with their manager and Human Resources so that it may be determined if their skills fit the requirements of the desired job. Employees should also feel free to discuss their career aspirations with their manager or Human Resources at any time.

## **Personnel Files**

Union maintains a personnel file for each employee of Union. These personnel files contain confidential documents and are managed and maintained by Human Resources.

Typical documents in a personnel file include the employment application, I-9 Form, emergency contact form, documented corrective action history, a resume, the employee guide acknowledgement form signed by the employee, current personal information, job references, educational documents, performance reviews, relevant licenses, W-4 form, compensation information and changes and benefit enrollment documents.

Personal Information. It is important that the personal information be accurate at all times. In order to avoid problems with your benefit eligibility, tax liability, or our ability to communicate with you regarding an emergency, Union requires that you promptly notify your manager and Human Resources of any change in your name, home address, telephone number, and or family status and any other information pertinent to your employment with Union.

An employee may view their personnel file by contacting Human Resources. No employee may remove or alter any document in their file without permission from Human Resources.

## **Inclement Weather**

In the event that a decision is made to close Union or delay opening due to extraordinary conditions, notification to staff will be made by: placing a message on Union's website, leaving a voice telephone message on 212-280-1351, sending an alert via e-mail, and a public announcement on WINS radio station or equivalent media. This notification will be made as soon as possible, but no later than 5:00 a.m. of the day of closing. If an employee is absent due to weather conditions when Union remains open, the employee must take an annual leave or leave without pay for the work time missed.

When Union is officially closed because of inclement weather, the resulting absence of personnel during scheduled work time is considered as Administrative or Authorized Absence with pay. Anyone required to work during such shutdown would be eligible for compensatory time off. Persons on leave, i.e. unpaid leave of absence, vacation, holiday other than Authorized Absence at the time of the closing will be considered to continue on such leave or absence at the time of closing.

Only the President or Executive Vice President may make decisions to close Union. A public announcement to such unscheduled closing will be made by the Executive Vice President.

## **Security**

All employees, students and other Union Community members are required to show their Union I.D. cards upon entering Union. Visitors will be required to sign-in and the Desk Attendant will phone the appropriate office to receive confirmation that the visitor may be allowed to enter Union. Employees should provide the name and arrival time of expected visitors to the person staffing the front desk. Any employee working late in an isolated area should inform the desk attendant of their whereabouts.

## **Safety**

It is the goal of Union to ensure that our programs and all other activities protect and promote the health and safety of our staff, students, faculty and campus visitors, and the environment. To achieve this goal, Union is committed to complying with all applicable safety and environmental regulations and accreditation requirements. Union will strive to protect and enhance the environment by pursuing environmental sustainability initiatives.

Primary responsibility for safety and environmental compliance at Union rests with the President and, by delegated authority, to the Executive Vice President. They are responsible for ensuring that safety and environmental responsibility are given an appropriate level of importance and support. The operational component of the safety and environmental programs has been delegated to the Deputy Vice President for Buildings and Grounds. The Offices of Buildings and Grounds and Housing and Campus Services operate in a collaborative manner with the Dean of Academic Affairs, the Associate Dean for Student Affairs, the Advisory Committee on Campus Safety and the campus community to provide policies, educational opportunities, program management and consultative services that support the mission of Union while continuously improving the safety, health and sustainability of the campus environment.

The overall success of the safety and environmental programs depends upon the conscientious and

collaborative efforts of faculty, administration, staff, students and visitors to Union's campus. Administration is expected to demonstrate leadership through displaying proper attitudes and providing the necessary resources and supervision to conduct activities safely and to help ensure environmental compliance.

Observing safety and environmental policies in the performance of their work and study is a fundamental and essential responsibility of every member of the campus community. Adequate time and necessary measures must be taken to perform every task and course of academic study in a safe and environmentally responsible manner, regardless of the importance or urgency of the activity. To emphasize the importance of this core value, safety and environmental compliance must be addressed in every employee evaluation to the degree relevant to their job responsibilities. Failure to follow or enforce safety and environmental policies will be handled in accordance with the applicable Union policy.

It is imperative that all employees actively promote and support this policy by observing applicable rules and continuously improving their safety and environmental skills by taking advantage of available training and resources. In addition, employees are encouraged to promptly report any unsafe conditions to their managers, the Offices of Buildings and Grounds and Housing and Campus Services at (212)280-1301 or (212)280-1534.

### **Accident Reporting**

Employees must report any on-the-job injury or work-related illness to Human Resources immediately and fill out an Accident Report form, available from Human Resources even if medical treatment is not sought and the employee does not take time off from work as a result of the accident. If medical treatment is necessary, the employee should speak with Human Resources regarding Worker's Compensation benefits. *(Please see Section 5 Worker's Compensation for additional information and guidance.)*

### **Violence in the Workplace**

An act or threat of violence will be considered to be within Union community if and when it occurs on Union property and is undertaken by one member of the Union community against another. Members of the Union community include: students, employees, faculty and outside person(s) doing business with Union such as customers, vendors, or others.

Union takes a strong and unequivocal position against intimidation, threats, or violence in the workplace. We will investigate complaints of threatening, intimidating, bullying or violent acts including hostile behavior, physical abuse, vandalism, arson, sabotage, use of weapons, carrying weapons onto Union property, or any other act which, in Union's management's opinion, is inappropriate to the workplace. This guideline extends to persons doing business with Union including customers, vendors and others who interact with Union employees, faculty and students.

We request the support and cooperation of all employees, faculty and students in helping to keep our Community a safe and healthy place to work. Employees, faculty and students should immediately report any behavior that may constitute a potentially violent situation to Union management.

#### Procedure for reporting an incident:

Upon witnessing or hearing of an act or threat of violence, the appropriate manager may immediately act to suspend the individual(s) involved, pending the results of an investigation. If the violence or threat is life-threatening, the manager should call 911.

The manager should notify Human Resources immediately, if practicable. Human Resources will help in determining the appropriate action to be taken.

Should the alleged perpetrator of violence be a student, the Office of Student Affairs will handle the matter in accordance with the *Student Code of Conduct*.

Union will conduct any required investigation in a discreet manner. During the course of the investigation, Union may find it necessary to talk to a number of employees, particularly to the alleged perpetrator. As a result, Union will not guarantee the confidentiality of reported complaints.

At the conclusion of the investigation, the employee will be notified of the action to be taken. The action to be taken must be reviewed by the Human Resources Director and the Executive Vice President before it is communicated to the employee.

Documentation of the incident, and action taken, will be kept in a separate file in Human Resources.

### **Smoke Free Environment**

In accordance with NY State laws, we maintain a smoke-free workplace. Smoking is permitted in those parts of the Quadrangle that are at least ten feet from a building entrance. Smoking is not permitted in any other indoor public area of Union which includes hallways, conference rooms, open work areas, stairwells, bathrooms, reception areas and offices.

### **Substance Abuse**

Union takes seriously the problem of drug and alcohol abuse and is committed to providing a workplace free of such substances.

No employee may use, possess, sell, transfer, or purchase any drug or other controlled substance that may alter an individual's mental or physical capacity while working for Union. The exceptions are over-the-counter pain relievers and the like, used as intended and directed, and any other drugs that have been prescribed to you, and which are being used as prescribed by your doctor.

Union will not tolerate employees that are impaired by or under the influence of alcohol or drugs while working.

In cases where the use of alcohol or drugs poses a threat to the safety of other people or property, you must report the violation. Employees who violate our Substance Abuse Policy will be subject to corrective action, up to and including termination of employment.

As a part of Union's policy to ensure a drug and alcohol free workplace, within the limits of applicable federal and state laws, Union reserves the right, in its sole discretion, to test for drugs and alcohol. Some such situations may include, but not be limited, to the following:

- In conjunction with an offer of employment with Union.
- Where there are reasonable grounds for believing an employee is under the influence of

alcohol or drugs.

- As part of an investigation of any accident in the workplace, in which there are reasonable grounds to suspect alcohol and/or drugs contributed to the accident.
- As a follow-up to a rehabilitation program, where allowed by statute.
- As necessary for the safety of employees or the general public where allowed by statute.

All tested employees will be able to receive a copy of the laboratory results that certify the results or the testing done.

Union does not provide an in-house drug or alcohol abuse program. However, faculty and staff are eligible, with valid Union I.D., to receive alcohol and drug abuse counseling and short-term therapy through the Columbia University Counseling and Psychological Services. There is no charge for the first session, after which referrals are made to outside providers, at a fee. Their hours are Thursday 8:00 a.m. to 7:00 p.m. and Friday 8:00 a.m. to 5:00 p.m. with an answering service after hours. Their telephone numbers are (212) 854-2878 and (212) 854-2879.

Please also familiarize yourself with the benefits available to persons to treat substance abuse through your particular health plan and Union's EAP. *(Please see Benefits in Section 6 of this guide.)*

### **Speaking Up:**

#### **Resolving Problems of a Non-Harassment/Non-Discrimination Nature**

*Employees represented by Local 2110, please refer to the Collective Bargaining Agreement for information regarding the Grievance Procedure.*

*Faculty members should refer to the Faculty Guide regarding the Grievance Procedure.*

Misunderstandings and conflicts can arise in any organization, and it is important that these matters be resolved to maintain good working relations. Most problems in the workplace can be dealt with internally in an effective and beneficial manner. To enable employees to bring a complaint, dispute or conflict to the attention of management and to ensure equitable treatment, Union has established the following procedure:

- *An employee, who is concerned about any action or decision affecting their job or has a dispute with another employee, is encouraged to express their concerns to their manager.*
- *If the employee does not feel comfortable discussing the problem with their manager the employee may contact the Human Resources Director. Every attempt will be made to address problems in an objective manner and to offer a suggested resolution.*
- *In the event that the proposed resolution is unsatisfactory, the person bringing the complaint or dispute may register this, in writing, with the Executive Vice President who will act on the proposed resolution. In the event that the resolution is still unacceptable to the person bringing the complaint, he or she can address the President in writing. The President's resolution will be final.*

### **Employment Verification**

Requests for employment verification (banks, mortgage lenders, landlords, telephone company etc.) should be sent to Human Resources. Human Resources will verify employment and title but will only verify salary information in writing upon written authorization from the employee concerned. Union does not give character references.

Human Resources will not give out the address and/or telephone number of current or separated employees.

## ***SECTION 4***

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### **COMPENSATION AND PERFORMANCE MANAGEMENT**

In order to attract and retain a highly qualified and diverse work force, it is Union's desire to pay wages that are competitive with those in our community and industry and will recognize individual efforts and contributions.

#### **Business Hours**

The normal work week for Union shall consist of five (5), seven (7) hour days. Ordinarily, work hours are from 9 AM to 5 PM Monday through Friday, including one (1) hour (unpaid) for lunch. Certain offices and departments, because of the nature of their operations may require different schedules. Part time employees who work more than a four-hour shift in one day must receive an uninterrupted unpaid meal period of at least one-half hour. The meal period will not be included in the total hours of work per day and is not compensable. Nonexempt employees are to be completely relieved of all job duties while on meal breaks.

Any alternative schedule must be agreed to by the employee's manager and submitted to Human Resources. Some employees may be required to work a different schedule and others may request an alternative schedule for personal reasons. Any alternative schedule must be agreed to by the employee's manager and submitted to Human Resources.

#### **Time Reporting**

All timekeeping and attendance records are Union records and legal documents, and care must be exercised in recording the hours worked, overtime hours and absences. It is Union's policy to comply with applicable laws that require records to be maintained of the hours worked by our employees.

All staff are required to accurately record all hours worked and absences on an official electronic time record using Workforce Now Time and Attendance module (TA).

Managers are responsible for approving employee's recorded time, ensuring the accuracy of recorded time, and employee time is entered in a timely manner to ensure that payroll may be processed according to schedule. Failure to do so causes delays in processing, disrupts the flow of the payroll cycle, and may cause Union to incur additional charges.

**Falsification of a time record is a breach of Company policy and is grounds for corrective action, including the possibility of discharge.**

Pay Day - Staff are paid on one of the following payroll cycles:

Bi-Weekly: Support staff and casuals are paid every other Thursday for the previous two weeks.

Monthly: The annual salaries of faculty and administrative staff are paid in 12 equal installments on the first day of each month covering days worked during the previous month.

Employees are encouraged to sign-up for direct deposit to have their wages deposited directly into their bank account. Please see Human Resources for the form.

Payroll Deductions: A statement of earnings is given each pay period to employees indicating: gross pay, statutory and voluntary deductions.

### **Overtime and Compensatory Time**

Each department has its own overtime requirements. Your manager will tell you whether your position qualifies for overtime pay which is calculated as time and one-half for pre-authorized hours worked in excess of 40 hours in one (1) week. Hours worked between 35 hours in one week and up to 40 hours in the same week are paid at the employee's regular rate. All overtime work must be authorized in advance by your manager - who will be present and responsible for that additional work period. Overtime is computed only on hours worked. Paid time off, including any other paid or unpaid leave are not considered as hours worked.

*Managers* have the discretion to grant compensatory time in situations when an *exempt* employee has worked an unusually large number of hours.

### **Staff Development**

Job Descriptions: Every position in Union should have an official job description on file in Human Resources. Whenever a position becomes vacant, for any reason, including promotion, the job description is to be reviewed in order to determine whether the nature, scope, responsibilities of the position has changed or should be changed to accurately reflect the job responsibilities. It is the responsibility of the manager in consultation with Human Resources to revise the job description.

A copy of the official job description is to be filed in Human Resources and in the employee's personnel file at time of employment. Employees who do not have a copy of their job description should request one from their manager.

Performance Management: Each new or promoted employee will be given a written job description that entails the primary responsibility, requirements and expectations of the position. Performance reviews are based on the job descriptions and work performance.

Union expects each employee to perform the duties of their position at the highest level of performance possible. Employees typically have their performance evaluated at least annually, with the exception of the 90 day review at the completion of the initial employment period, to document

their performance and provide feedback. The value of performing and documenting a performance evaluation goes beyond the use of the evaluation for salary determination processes, and includes fostering the professional development of employees, providing clarification of job expectations, raising employee morale, documenting and correcting performance problems, assessing employees for promotional opportunities, and reviewing individual levels of performance in comparison to established standards.

It is important for employees and managers to communicate regularly concerning the employee's performance, goals and expectations of, the employee and the department, as well as any problems that may arise. Most of this regular communication takes place through informal conversations, but it should also be in writing and included in each annual performance review. Human Resources annually distribute performance appraisal forms to managers to encourage more formal discussions of the employee's performance as well as receive documentation of that performance. The completed form should be signed by the manager and the employee and then returned to Human Resources. An employee's signature does not necessarily indicate agreement, and the employee can submit a written response which will be added to the file.



## SECTION 5

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### TIME AWAY FROM WORK

*Employees represented by Local 2110, please refer to the Collective Bargaining Agreement for additional information regarding Time off Benefits.*

*Faculty members please refer to the Faculty Guide for additional information regarding Leaves of Absence.*

Union knows that it can be difficult to balance the demands of work and home. Accordingly, Union's variety of benefit programs can support you with much needed relief from the physical and mental demands of work. It is in this spirit that Union provides time away from your job.

#### Paid Time Off

- Employees receive their regular rate of pay for all paid time off excluding overtime, unless otherwise indicated.
- *Eligibility:* Regular full time employees. Regular part time employees accrue paid time off on a prorated basis in accordance with their regular work schedule.
- *Accrual period:* The accrual period coincides with the fiscal year which starts July 1<sup>st</sup> and ends on June 30th

#### Holidays

Union generally observes the following holidays each year:

New Year's Day	Independence Day
Martin Luther King Jr Birthday	Labor Day
Holy Thursday (beginning 2014)	Thanksgiving Day
Good Friday	Day after Thanksgiving
Monday after Easter (beginning 2014)	Christmas Eve
Memorial Day	Christmas Day
	Day after Christmas

#### Guidelines:

- Staff, who are required to work or prefer to work on these days may do so with the approval of their manager, the Human Resources Director and the Executive Vice President.
- A paid holiday does not count as a day worked when calculating overtime for the week.
- Holidays observed by Union which fall on a Sunday will be observed the Monday following; if they fall on a Saturday, the Friday before will be observed. The holiday schedule is posted on Union's ADP portal and Union's web page under Human Resources.
- If a Union observed holiday occurs during the employee's scheduled vacation, the employee's

vacation will be extended by the number of holidays falling during the vacation period or an equal number of vacation days will be carried forward for future use.

### Personal Day

Full time employees earn one (1) personal day each fiscal year; July 1 through June 30.

#### Guidelines:

- The personal day must be used in the fiscal year in which it was earned, and cannot be carried past June 30.
- Personal day must be requested in advance and approved by the employee's manager.
- Personal day is not paid out at termination.

### Vacation

Regular Full time employees accrue paid vacation days on a monthly basis, according to their category listed below.

Category	Benefit Days	Monthly Accrual
<i>Administrative Level I</i>	<i>30 days each year</i>	2.5 days
<i>Administrative Level II</i>	<i>25 days each year</i>	2.08 days
<i>Administrative Level III</i>	<ul style="list-style-type: none"><li>• 20 days each year for 1 – 5 years of service</li><li>• 25 days each year for 5+ years of service</li></ul>	<ul style="list-style-type: none"><li>• 1.66 days</li><li>• 2.08 days</li></ul>

#### Guidelines:

- While vacation time begins to accrue from the first day of employment, new employees may not use vacation time (except for Mandatory Vacation) during their first three months of employment.
- All scheduled vacation days must be requested in advance and approved by the employee's manager. Every effort will be made to grant requests with first consideration given to the operating efficiency of the department. In the event that more than one employee asks for the same days off, the person who submitted the request first will be granted that time. If the request were made simultaneously, the employee with seniority will be given preference.
- Union is closed between Christmas Eve and the first work day in January after January 1<sup>st</sup> and Easter recess each year. Employees **must** use three (3) vacation days during the **Christmas break** ("Mandatory Vacation") unless they are required by their manager to work.
- Vacation balances of no more than 20 days can be carried over past June 30 after the employee receives written approval from their manager and from the Executive Vice President. Such written approval must be received by Human Resources prior to June 15. If written approval is not received, the employee will forfeit the balance.
- **Termination.** When employment ends for any reason, vacation time earned but not taken (a maximum of 20 days) by the employee will be included in the employee's final paycheck. At the same time, vacation time taken in advance will be deducted from the final paycheck.

### Sick Days

Effective July 1, 2014 all full time regular employees will earn 15 sick days during each fiscal year (July 1st through June 30) worked. Sick days are accrued on a monthly basis at the rate of 1.25 days per month.

Guidelines:

- While sick time begins to accrue from the first day of employment, new employees will not be compensated for sick time during their first three months of employment.
- Sick days may be carried over from year to year up to a maximum of 60 days.
- Employees will be subject to corrective action, up to and including termination of employment, if they request sick pay for absence on a day on which they were not, in fact, sick.
- An employee may use up to four (4) sick days per fiscal year (July 1-June 30) to care for a sick dependent child or a sick parent.
- To be eligible for sick pay, employees unable to report to work due to illness must telephone their manager directly, each day of their absence, as far in advance as possible, but no later than one hour before their scheduled arrival time. If their manager is not available, the employee should leave a telephone voice message and call back later in the day.
- If Union has questions about the nature or length of an employee's use of sick leave, a written certification from a physician or licensed health care professional supporting the employee's absence from work may be required. Failure to provide medical certification upon request will result in the denial of sick pay for the absence and may result in corrective action, up to and including termination of employment.
- If an employee is absent due to illness and has used up all of their accrued sick time, the employee will not be paid for the day(s) of absence.
- With approval by the employee's manager and the President, Executive Vice President, and the Human Resources Director, an employee who has been employed by Union for at least twelve months may receive up to five days of paid vacation days or sick leave which have not yet been accrued in order to attend to a serious family emergency such as terminal illness of a member of the immediate family. This leave may be allocated flexibly to meet particular needs. These days must be earned before additional sick leave or vacation days may be used.
- **Termination:** When employment ends for any reason, sick time taken in advance will be deducted from the employee's final paycheck. Earned sick time is not paid out at termination.

### **Bereavement Leave**

An employee will be allowed up to three (3) days absence with pay upon the death of a member of the immediate family. Immediate family is defined as: spouse, spouse equivalent and/or domestic partner; parent, parent-in-law or parent equivalent; child, grandchild or stepchild; grandparent, brother or sister

An employee will be allowed one (1) day absence with full pay upon the death of: aunt or uncle; niece or nephew; brother/sister-in-law.

In cases where the employee must travel great distances to be with their family because of a death in the family, the employee may charge such time (beyond the allowable time) against vacation time or take leave without pay.

### **Jury Duty Leave**

In order to carry out your civic duty, without loss of earnings, Union will pay you for the period you

are required to serve for jury duty. All payments you receive from the court are to be given to Union in exchange for your full pay. Please contact your supervisor immediately after receiving notification to appear, and provide them with a copy of the document.

Employees appearing in court on their own behalf (such as a plaintiff, defendant or for non-subpoenas court appearance), unless requested by Union, are not included under this policy and will not receive paid time off. Vacation or unpaid time should be used for these instances.

### **Voting Leave**

We respect your decision to exercise your voting privileges in local, state and national elections. However, since the polls are open for long periods, you are encouraged to vote before your regular working hours. If your work schedule does not allow time before or after to vote, you are entitled to take up to two (2) hours of time off to vote without loss of wages. If you need additional time because you live a great distance from your polling place, you may request the time from your manager at least one (1) week prior to Election Day.

### **Unpaid Leaves of Absence**

#### **Military Leave of Absence**

*(This benefit is subject to periodic changes; please consult with Human Resources for additional information.)*

Union is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is Union's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or company policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact Human Resources.

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

Employees requesting leave for military duty should contact Human Resources to request leave as soon as they are aware of the need for leave. For request forms and detailed information on eligibility, employee rights while on leave and job restoration upon completion of leave, please contact Human Resources.

#### **Leave for Military Spouses**

An employee may take up to 10 days of unpaid leave whose spouse is a member of the armed forces of the United States, National Guard or Reserves who has been deployed during a period of military

conflict, to a combat theater or combat zone or operations, and is on leave while deployed. (This leave runs concurrent with FMLA policy.)

### **Family and Medical Leave Act (FMLA)**

*(This benefit is subject to periodic changes, please consult with Human Resources for additional information.)*

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns or disputes with this policy, you must contact Human Resources.

#### **General Provisions**

Under this policy, Union will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

#### **Eligibility**

To qualify to take family or medical leave under this policy, the employee must meet the following conditions:

- The employee must have worked for Union for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- The employee must work in a work site where 50 or more employees are employed by the company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

#### **Type of Leave Covered**

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that child.
- The placement of a child for adoption or foster care and to care for a newly placed child.
- To care for a spouse, child or parent with a serious health condition (Under the FMLA, a “spouse” means a husband or wife as defined under the law in the state where the employee resides, including same-sex marriages in states that legally recognize such civil unions).
- The serious health condition (described below) of the employee.
  - An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.
  - A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed health care provider.
  - This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.
  - Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with Human Resource.
  - If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.
- Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, and h) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

*Covered active duty* means:

- In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.

- In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 U.S.C. §101(a)(13)(B).

The leave may commence as soon as the individual receives the call-up notice. (*Son* or *daughter* for this type of FMLA leave is defined the same as for *child* for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

- Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

*Next of kin* is defined as the closest blood relative of the injured or recovering service member.

The term *covered service member* means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term *serious injury or illness* means:

- In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
- In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

### **Amount of Leave**

An eligible employee may take up to 12 weeks for the first five FMLA circumstances above (under heading "Type of Leave Covered") under this policy during any 12-month period. The company will

measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, Union will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance above during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for Union and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for Union and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

#### **Employee Status and Benefits During Leave**

While an employee is on leave, Union will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

#### **Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

#### **Use of Paid and Unpaid Leave**

All paid vacation, personal and sick leave runs concurrently with FMLA leave.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

#### **Intermittent Leave or a Reduced Work Schedule**

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

#### **Certification for the Employee's Serious Health Condition**

Union will require certification for the employee's serious health condition. 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.

#### **Certification for the Family Member's Serious Health Condition**

Union will require certification for the family member's serious health condition. 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.



**Certification of Qualifying Exigency for Military Family Leave**

Union will require certification of the qualifying exigency for military family leave. 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.

**Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave**

Union will require certification for the serious injury or illness of the covered service member. 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.

**Recertification**

Union may request recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

**Procedure for Requesting FMLA Leave**

All employees requesting FMLA leave must provide their manager and Human Resources with verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, Human Resources will provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide their manager with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with Union's usual and customary notice and procedural requirements for requesting leave.

**Designation of FMLA Leave**

Within five business days after the employee has submitted the appropriate certification form, Human Resources will provide the employee with a written response to the employee's request for FMLA leave.

**Intent to Return to Work from FMLA Leave**

Union may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

**Employees Who Have Exhausted FML Leave**

An employee with a serious medical condition who has exhausted leave available under FMLA may request an extended medical leave, subject to the maximum leave period. An employee who has a medical leave that may extend six months or longer may be eligible to apply for Long Term Disability (LTD) benefits. Employees who anticipate being on medical leave should contact Human Resources as soon as possible for more information if the employee believes that they are eligible for LTD.

### **Maternity/ Paternal Leave**

Employees may request a leave without pay of up to seven (7) months for the purpose of caring for a newborn or adopted child or placement in foster care. If applicable, the leave will run concurrently with FMLA, and thus, the employee will be entitled to the protections of the FMLA in accordance with that policy.

Maternity leave must be requested at least thirty (30) days in advance when possible. Employees may substitute their accrued vacation and sick time for the unpaid leave, in which case they will continue to be paid during the leave until such accrued leave is depleted. After accrued leave has been used up, if the employee continues on leave longer than the leave to which he or she is entitled under FMLA, the employee will be taken off the payroll and benefit plans, although seniority will continue to accrue. The employee may continue their health insurance coverage at their expense at this time as provided by COBRA.

Upon return from Maternity Leave/Paternal Leave, if the employee is covered by the FMLA (*e.g.*, the employee returns within twelve weeks and was eligible for FMLA's protections) Union will place the employee in the same position the employee held before the leave, or an equivalent position with equivalent pay, benefits and other employment terms.

### **Right of Nursing Mothers to Express Breast Milk**

Union will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child up to one year of age. If possible, this break time shall run concurrently with any break time already provided by law to the employee. Any break time given for this purpose that does not run concurrently with the break time provided by law shall be unpaid.

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

### **Bone Marrow Donor Leave**

Provides up to 24 hours of unpaid leave to seek or undergo a medical procedure to donate bone marrow.

### **Witness or Victim Act**

Provides unpaid leave to appear as a witness, consult with the district attorney, to exercise legal rights in connection with criminal procedure law or Family Court.

### **Blood Donation Leave**

An employee is eligible for one leave of absence (up to 3 hours) in any calendar year to donate blood off premises, or to receive paid time off to donate blood during working hours at least two times per year at an employer-sponsored blood drive at the workplace.

## **Education Leave**

Union understands the need for continuing education. Full-time employees and part-time employees with benefits who have worked for one (1) continuous year are eligible for up to four (4) months unpaid education leave of absence to attend a program approved by Union. Requests for unpaid education leave must be made in writing and approved by the employee's manager, the Executive Vice President in collaboration with Human Resources no less than three (3) months prior to the date the leave is to begin and must specify the period for which the leave is requested. Requests for leave will be granted only if leave does not interfere with Union operations. Salary and benefits are not payable to an employee while the employee is on leave. However, the employee must use their earned vacation time accrued up to the start of the leave.

Term life insurance is continued for eligible employees for one year of a leave of absence.

Health insurance may be continued if the employee pays the full premium at the group rate.

Employees shall be informed in writing of the date the employee is expected to return to work. An employee who fails to return to work when scheduled shall be considered to have resigned their employment Union.

# CHAPTER 6

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## BENEFITS

### Health and Welfare

Union has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement. This portion of the Employee Guide contains a very general description of the benefits to which you may be entitled as an employee of Union. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this Guide does not change or otherwise interpret the terms of the official Plan Documents.

As in the past, Union preserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans describe herein, including any health benefits that may be extended to retirees and their dependents. Further Union reserves the exclusive right, power and authority in its sole and absolute discretion, to administer, apply and interpret the benefit plan described herein, and to decide all matters arising in connection with the operation or administration of such plans.

For a comprehensive explanation of benefit coverage, the employee should consult the current applicable Summary Plan Documents, which were provided to you separately or contact Human Resources for additional information.

### Group Health Insurance

*Medical, dental & Vision.* Union currently offers regular full-time employees regularly scheduled to work a minimum of 30 hours per week enrollment in medical, dental and vision insurance coverage options after they have been employed for 30 days.

Employees have up to 30 days from their date of hire to make plan elections. Once made, elections are fixed for the remainder of the plan year. Changes in family status, as defined in the Plan document, allow employees to make midyear changes in coverage consistent with the family status change. Please contact the Human Resource department to determine if a family status change qualifies under the Plan document and IRS regulations.

At the end of each calendar year during open enrollment, employees may change medical, dental and vision elections for the following calendar year.

Employees hired after September 1, 1995 are required to pay a percentage toward the cost of their coverage. Employees subscribing to the dental and vision plans are required to pay 100% of the monthly premiums. The contribution is determined by the employee's election. Payment shall be deducted from the employees' salary on a biweekly basis or monthly basis depending on the employee's pay cycle.

**Opt-Out Provision:** If an employee does not wish to be covered by Union's medical insurance program and furnishes proof of substitute coverage through a spouse's employment or other equivalent plan, the employee shall be permitted to opt out of participation in Union's health program and sign a benefit waiver form.

### **Group Life Insurance**

Union offers regular full-time employees who have been employed by Union for 30 days an employer-paid basic group term life policy along with an accidental death and dismemberment.

### **Long-Term Disability Benefits**

Union offers eligible employees (i.e., regular full-time employees who are regularly scheduled to work a minimum of 30 hours per week) a noncontributory long-term disability (LTD) base plan. Eligible employees are automatically enrolled after completing one full year of employment at Union. The one year waiting period may be waived if the individual was participating in another plan upon beginning employment with Union. *(Employees represented by Local 2110 are not eligible for LTD benefits.)*

Employees are eligible to receive LTD benefits after six months of short term disability (STD) is exhausted.

Unless they qualify for protection under the Americans with Disabilities Act, or the New York City or New York State Human Rights Law an employee who begins LTD is not expected to return to work, terminates the employment relationship with Union at that time and becomes immediately eligible for any benefit associated with ending the employment relationship. Union pays 100% of the premium for LTD coverage.

### **Flexible Spending Account (FSA)**

Employees have the opportunity to participate in a Medical and Dependent Flexible Spending Account (FSA). There are two types of FSAs that allow employees to contribute before-tax dollars to an account for unreimbursed medical, dental, vision, dependent care expenses.

- Healthcare Reimbursement Account (HRA) covers eligible health care expenses for you and your dependents that are not reimbursed by any medical, dental, or vision care plan.
- Dependent Care Reimbursement Account provides reimbursement for expenses incurred for the care of dependents. Dependents are your children under the age of 13, and any other person who is a qualified IRS dependent, regardless of age, who are mentally or physically incapable of caring for him or herself.

### **Employee Assistance Program (EAP)**

Union recognizes that a wide range of problems - such as marital or family distress, alcoholism, and drug abuse - not directly associated with an individual's job function can nonetheless be detrimental to an employee's performance on the job. Consequently, we believe it is in the interest of employees and Union to provide an effective program to assist employees and their families in resolving problems such as these as the need arises. To this end, Union provides an Employee Assistance Program (EAP) for employees and their eligible family members. The EAP is designed to provide voluntary, private confidential, professional counseling outside the workplace for any type of personal problem.

The EAP provides consultation services for referrals to local community treatment sources. All employees are free to use this program and are encouraged to do so. Employee visits to the EAP are held in confidence to the maximum possible extent.

Participation in the EAP does not excuse employees from otherwise complying with Union policies or from meeting normal job requirements during or after receiving assistance. Nor will participation in our employee assistance program prevent Union from taking corrective action against any employee for performance problems that occur before or after the employee's seeking assistance through the program.

The EAP can be reached at 1-800-756-5792 or by website: [www.lifessolutionseap.com](http://www.lifessolutionseap.com)

### **Short-Term Disability Benefits**

Union's short-term disability plan is a statutory benefit that provides partial pay for employees who are unable to work due to illness, injury (non-work related) or disability/pregnancy disability after an absence of more than seven consecutive calendar days. Benefits begin on the eighth day of disability and continue for related absences up to a maximum of 26 weeks. Employees will not be able to return to work without submitting to Human Resources a note from a physician or licensed health care professional authorizing the employee's return. Any time spent on short-term disability counts as part of the employee's FMLA leave.

Eligible employees that are automatically enrolled in the STD program become covered by the Plan as of the first of the month following the completion of 4 weeks employment for full time employees and 25 working days for part time employees. (For a comprehensive explanation of benefit coverage, please contact Human Resources.)

### **Workers' Compensation Benefits**

The company is covered under statutory state workers' compensation laws. Employees who sustain work-related injuries must immediately notify their department manager.

Workers' Compensation (WC) benefits are available for covered employees as determined by the laws of NYS. No premium for this coverage is charged to the employee. WC provides cash benefits and or medical care for employees who are injured or become ill as a direct result of their job.

All work-related accidents, injuries, and illnesses must be reported immediately. If an employee is injured while at work or develops an occupational disease the employee must report the incident to their manager and to Human Resources. If an employee requires a leave from their job as a result of the accident/illness, employee may use their accrued sick time benefits during the absence.

Cash benefits are not paid during the first 7 days of disability, unless it extends beyond 14 days. In that case the employee may receive benefits from the first day off the job. If the employee used their sick time to cover the 14 day period, that time is returned to the employer and placed in the employee's bank.

Under no circumstances will the combined benefits from WC or STD or sick time accruals exceed the employee's regular salary.

Any time spent on WC leave will count towards FMLA.

### **Retirement**

Union's pension plan is a defined contribution through Teachers Insurance Annuity Association/College Retirement Equities Fund (TIAA-CREF). Union contributes funds monthly on behalf of eligible employees, and TIAA-CREF sends quarterly statements to employees' home address showing their account balances.

Employees are eligible after one year's employment with Union. This waiting period is waived for those who have participated in TIAA-CREF or similar church/denomination pension plan for at least one year prior to being employed at Union. For further information, contact Human Resources.

Clergy employed by Union and eligible for participation in the TIAA-CREF plan may opt to participate in their denominational pension plan instead. If they choose this option, Union will contribute to that plan at the same rate it would have paid into its TIAA-CREF Plan.

### **Education**

Subject to work schedules permitting, approval by the employee's manager and satisfactory arrangements being made in advance for lost work time to be made up, regular full-time employees may audit courses and/or take up to six credits per semester applicable to only one of the first degree(M.Div., M.A.) programs at Union without being charged tuition.

The spouses, partners, and children of full-time employees may audit courses and take up to six credits per semester applicable to only one of the first degree programs (M.Div., M.A.) at Union without being charged tuition.

Those applying to register with Union under the terms of this privilege shall make application for the status of non-degree or masters-level student through the usual procedures applying at Union at that time.

# ***SECTION 7***

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## **WHAT UNION EXPECTS OF YOU**

### **Attendance, Punctuality and Dependability**

Because Union depends heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times.

As such, employees are expected at work on all scheduled work days and during all scheduled work hours and to report to work on time. Moreover, you must notify your manager prior to the beginning of your workday if you are going to be late or absent, so arrangements may be made to cover your position. If your immediate manager is unavailable, please leave a message and contact the Human Resources Department. While you are away from work due to illness, we require you to call in daily unless you have been instructed otherwise.

An employee who is absent from work for 3 consecutive days, will be required to produce medical documentation upon return to work. If you are out for 2 consecutive days without contacting your manager, you will be considered to have voluntarily quit and your employment will be immediately terminated.

Excessive absenteeism and lateness will be taken into consideration in your performance reviews and may result in corrective action up to and including termination of employment, except where prohibited by law.

### **Code of Ethics and Business Conduct**

Union maintains the highest ethical standards in the conduct of its affairs. We conduct our business fairly, impartially, in an ethical and proper manner, and in compliance with all applicable laws and regulations. Employees will not engage in conduct or activity that may raise questions as to Union's honesty, impartiality or reputation or otherwise cause embarrassment to Union. As an employee of Union, you are expected to ask questions, seek guidance, and report suspected violations and express concerns regarding compliance with this policy.

### **Confidentiality**

It is our policy that all information considered confidential will not be disclosed to external parties or to employees without a "need to know." If an employee questions whether certain information is considered confidential, they should first check with their manager.



This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications.

All inquiries from the media must be referred to the Communications Department.

### **Conflicts of Interest**

All employees must avoid activities or relationships which conflict with Union's interests or adversely affect Union's reputation. The types of activities and relationships an employee must avoid include, but are not limited to:

- Accepting or soliciting a gift, favor, or service intended to, or appearing to, influence the employee's decision-making or professional conduct. Employees of Union are encouraged to avoid accepting gifts valued at over \$50 from one source during the course of the year; all gifts exceeding this value are to be reported to the Executive Vice President.
- Accepting, agreeing to accept or soliciting money or other tangible or intangible benefits in exchange for the employee's favorable decisions or actions in the performance of his or her job.
- Accepting employment or compensation or engaging in any business or professional activity requiring disclosure of Union's confidential information.
- Accepting employment or compensation which could reasonably be expected to impair the employee's independent judgment in the performance of official duties.

In any case where a conflict of interest exists or may exist, or the appearance of conflict of interest may exist, it shall be the duty of the employee to make full disclosure to their manager and Human Resources as soon as they become aware of the conflict. This includes any beneficial interest a member of the employee's immediate family may have because of the person's association with Union.

Failure to make the required disclosure or resolve conflict of interests satisfactorily can result in corrective action up to and including termination of employment.

Senior Staff and Administrators with budgetary responsibilities are required to sign a more extensive Conflict of Interest Statement.

### **Union's Official Website**

Department managers may post information on Union's official web site. All materials that are posted on this web site, and on any faculty or staff member's web site using Union's computer system and facilities, must contain all proper copyright and trademark notices.

### **Communication and Information Systems**

Nothing in any of the following policies regarding Union's Communication and Information Systems, including those policies specifically addressing the use of e-mail, the internet, and social media, is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment.

Union provides its employees with access to the communication and information systems necessary to conduct business in a global economy. Union's communication and information systems consist of both traditional systems (i.e., telephone system, including voice mails and faxes)

and electronic systems (i.e., internet, including communication through the use of electronic mail (e-mail), face-time, Skype, and the software and hardware (which may include smart phones, desktop computers, laptop computers, and tablets) by which employees access and utilize the above communication and information systems. Employees are expected to adhere to proper use of all communication and information systems. Employees are permitted use of Union property and must comply with Union policies and procedures regarding its use.

Because the communication and information systems provided by Union are to be used exclusively for conducting the business of Union, **employees should have no expectation of privacy** as to any correspondence (whether oral or written) transmitted through the use of one of these systems, or information processed by or contained on one of these systems. Union may retain, archive, and monitor any such information and/or communications.

All content created, saved, and/or shared using Union's traditional and electronic communication and information systems are a form of business correspondence, and are subject to the same internal and external regulation, security and scrutiny as any other business correspondence. E-mail communications must be written following customary business communications practices as is used in Union correspondence. E-mail communications are official internal Union communications, which may be subject to summons in legal proceedings. Because of this, please treat all email sent through the Union system as if it were public record and accessible to anyone.

Union's communication and information systems shall not be used as a forum to promote religious or political causes, or any illegal activity. Transmission of sexually explicit images, messages, cartoons, or other such items, or messages that may be construed as harassment or disparagement of others based on race, color, age, national origin, religion, sex, gender identity, veteran, disability, or any other status protected under applicable federal, state or local law, are also prohibited on Union's information systems.

Employees shall not attempt to gain access to another employee's personal information systems and messages. Union, however, reserves the right to access an employee's messages at any time, without notice to the employee.

Employees may share their personal passwords with Union's Information Technology staff **ONLY**.

Any violation of these guidelines may result in disciplinary action, up to and including termination.

### **Telephones – Personal Calls**

Telephones play an important role in Union's business. While phone usage is intended for job-related activities, incidental and occasional brief personal use of the office telephone (for local calls) is permitted within reasonable limits. Employees may use office telephones to place calls outside of the United States for emergencies only-subject to their manager's approval.

Telephone records are subject to periodic review by management. Union reserves the right to monitor any call at any time.

### **Telephones – Voice Mail**

Voice mail is provided as a convenience to our employees and our callers. When used properly, it assists in the efficient operation of our offices. It is critical that this technology be used in an appropriate manner so that effective service to our customers, as well as communication within our own organization, is not adversely affected. Therefore, employees must physically answer phone calls whenever possible. When they cannot, then the messages on answering machines (voice mail and other similar technologies) should be updated as needed so as to provide intelligent assistance

to the caller, including an option that enables callers to promptly reach an individual on-duty within Union during business hours.

Telephone and voice mail messages should be responded to promptly. Voice mail is an integral communication tool. Union reserves the right to access any employee's voice mail box without notice, if it is deemed to be in the best interest of Union.

### **Telephones – Cell Phones**

Union-provided cell phones are intended to be used for business purposes. However, incidental and occasional brief personal use of a company-provided cell phone is permitted within reasonable limits. We recognize that "texting" is a form of telephonic communication available to anyone with a mobile phone. In this regard, employees are reminded that all communications via employer provided cell phones (including "texts") may be monitored and there should be no expectation of privacy with regard to those communications. Employees are further reminded that, as with e-mail communications, texts shall not be used to promote religious or political causes or any illegal activity. Further, the transmission of sexually explicit images, messages, cartoons, or other such items or messages that may be construed as bullying, harassment, or the disparagement of others based on race, color, age, national origin, religion, sex, gender identity, veteran, disability, or any other status protected under applicable federal, state or local laws, are prohibited on Union provided mobile devices.

### **Use of Cell Phones While Driving**

Employees must adhere to all federal, state or local rules and regulations regarding the use of cell phones while driving. Accordingly, employees must not use cell phones if such conduct is prohibited by law, regulation or other ordinance. If you are not sure whether the use of a cell phone while driving is prohibited in a particular area, please check with Human Resources for guidance.

If employees must use cell phones while in their cars, they should use a hands-free phone, keep their eyes on the road at all times, and avoid complex or stressful conversations. While hands-free phones are not required in many states with cell phone laws, they are considered safer than hand-held cell phones.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone for business purpose are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

### **E-Mail and Internet Usage**

Union's electronic communication and information systems (including e-mail and internet) allow us to be more productive. E-mail and internet are valuable in that they enable the collection, collaboration and sharing of information, but they can also cause problems if they are misused. It is extremely important that we all use good business judgment when using our electronic information systems. Every member has a responsibility to maintain and enhance Union's public image, and to use e-mail and the Internet in a productive manner.

Union's electronic information systems are to be used for Union business only. Union reserves the right to review how employees are making use of these business tools. Misuse, as detailed below, will result in appropriate disciplinary action up to and including termination.

E-Mail Usage: Hardware (computers, laptops, tablets, and smart phones) and software (computer files, the e-mail system), furnished to employees are Union property intended for business use. To ensure compliance with this policy, computer and e-mail usage may be monitored.

Union strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, Union prohibits the misuse of its computers and the e-mail system. Misuse includes the display or transmission of sexually explicit images, messages, and cartoons. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment, bullying, or discrimination.

E-mail may not be used to solicit others for commercial ventures, or religious or political causes.

Union purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, Union does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. Union prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate supervisor, Human Resources or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

Internet Usage: Internet access (access to global electronic information resources on the World Wide Web) is provided by Union to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. While Internet usage is intended for job-related activities, incidental and occasional brief personal use is permitted within reasonable limits. Employees are responsible for seeing that the Internet is used in an effective, ethical and lawful manner.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of Union and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of Union. As such, Union reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or

disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, gender identity, sexual orientation, or any other characteristic protected by applicable federal, state or local law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Abuse of the Internet access provided by Union in violation of law or Union policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software without permission
- Sending or posting trade secrets or proprietary information outside of Union
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to Union or initiate unwanted Internet services and transmissions
- Participating in the viewing or exchange of pornography or obscene materials
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Jeopardizing the security of Union's electronic communications systems
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as those of Union
- Engaging in any other illegal activities

## **Social Media**

"Social Media" is defined as any social networking site or other virtual tool by which individuals are able to actively engage in communication with one another that can either automatically, or with

discretion, be shared with other known and unknown users. E-mail is a social networking tool which enables access to and use of social media. Facebook, LinkedIn, Twitter, blogs, chat rooms and web bulletin boards are forms of social media.

The purpose of this policy is to assist you in making responsible decisions about your professional and personal use of social media. It is in no way intended to interfere with, restrain, or prevent employees from engaging in honest communications regarding wages, hours, or other terms and conditions of employment.

Remember, pursuant to Union's Communication and Information Systems policy, Union-provided electronic equipment (which may include desk top computers, laptop computers, tablets and smart phones) remains at all times the property of Union and may without notice be monitored, and you do not have any privacy right in content transmitted through or stored on Union's systems. You must cooperate in such monitoring.

In accordance with this policy, the following would constitute irresponsible use of social media, and may subject employees to disciplinary action:

- (a) The intentional or inadvertent disclosures of Union's business
- (b) Criticism or disparagement of competitors, customers, or suppliers of Union
- (c) Disclosure of copyrighted materials or other intellectual property of someone other than you,
- (d) Displaying false information about Union, any affiliated business entity, employee, supplier, or customer,
- (e) The expression of one's own opinion or viewpoint as the position, viewpoint, statements, opinions or conclusions of Union or any affiliated business entity, employee, supplier or customer;
- (f) Electronic harassment, bullying, discrimination, or retaliation that would not be permissible in the workplace;
- (g) The use of Union e-mail address to register on social networking sites, blogs or other online tools utilized for personal use.

You may not use Union's name to endorse or promote any product, commercial enterprise, opinion, cause or political candidate. If your post or entry identifies or mentions Union, you must also identify yourself by your real name. Links to other websites or locations are also subject to this policy.

This policy applies to all blogs and networking sites, without regard to whether they are accessible by the public or require a password.

Remember, you are personally responsible for any posting that you make. Union is not responsible for protecting you from the consequences of any information that you post.

Please consider your message carefully prior to publishing on both external and internal networking sites.

Any employee who discovers a violation of this policy should immediately notify the Executive Vice President. Any employee who has a question concerning the interpretation of this policy should contact the Executive Vice President.

### **Employee Research and Publication**

As part of its commitment to encourage scholarly publication by all employees, Union will assist employees by providing facilities and other resources to encourage research and publication. Unlike many learning institutions, Union does not insist upon a “work made for hire” relationship with respect to the writings and other publications of its employees. Instead, employees are encouraged to retain all rights in their works of research and scholarship and to publish those works, as appropriate, as widely as possible, both through more traditional printed media and through emerging technologies, including the Internet. Certain inviolate conditions must be observed, however, to preserve the scholastic integrity and goodwill associated with Union and their publishing activities. These conditions are also important to maintain an appropriate balance between your independent professional activities and your obligations as an employee of Union.

#### *Basic Conditions for Publication Activities*

Employees acknowledge that:

1. All works of authorship, in any form or media, shall be wholly original to the employee and the employee shall not copy, in whole or in part, from the works or materials of any other person. Any material quoted from another work shall be identified by the employee in writing. The employee shall be responsible for obtaining advance written permission from the author or proprietor of the rights in such quoted material to use it in the manner proposed by the staff member.
2. The works prepared by the employee shall not, in any other respect, violate the rights of any other person (*e.g.*, by violating any confidences or privacy rights or defaming any person).

#### *Internet and Other Electronic Delivery and Publication*

Employees are encouraged to utilize the Internet and or other systems for the electronic delivery of content. Given the ease with which materials may be widely transmitted electronically, employees are required to comply, not only with the *Basic Conditions For Writing and Publication Activities* (see above), but also with the following, additional conditions:

- (a) No materials may be posted to, or otherwise placed on, Union’s official web site [or other electronic data information storage or retrieval systems] without the prior written approval of Union’s Webmaster.
- (b) Employees are responsible for the content of their personal web site; shall prescribe customary rules of conduct for users of their site, including the right and obligation to terminate any user’s access to that site; and block or disable access to any material posted to that site by such person that is illegal, defamatory or otherwise inappropriate.
- (c) While the employee may indicate an association with Union as an employee on their personal web site, that site shall make it clear that: (1) the site and its content are not endorsed by Union and do not reflect its views; (2) individual employee is solely responsible for the site and its contents; and (3) all complaints or queries concerning the employee’s site shall be directed to the employee, not Union.
- (d) The employee shall promptly notify the Executive Vice President if their web site, or any of its content, is at any time the subject of a complaint, demand or cease and desist letter by any person, agency or government organization.
- (e) The employee shall expeditiously, and at their own expense, rectify any complaints

addressed to their web site or its content, including taking such steps as may be reasonably required by Union to avoid unnecessary dispute or liability.

### **Personal Appearance**

All employees are expected to dress appropriately for the business environment in which they are working.

### **Solicitation and Distribution of Literature**

Employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during work time. Circulating petitions during work time or in work areas at any time is also prohibited except as permitted by law or as previously authorized by Academic Dean or Executive Vice President.

### **Guidelines for Appropriate Conduct**

Union has an outstanding reputation for ethical behavior and fair dealing. In the performance of your job duties you may deal with a variety of people and organizations. Failure to interact courteously and tactfully with managers, co-workers, students, visitors, customers or vendors to the point that productivity or morale suffers may be subject to immediate corrective action up to and including termination.

All employees are prohibited from engaging in any conduct that reflects adversely on the reputation and business of Union. All employees benefit from an atmosphere of good ethical conduct. Employees who are aware of suspected misconduct, abuse of Union assets, or other violations of this policy are responsible for reporting such matters to their manager or Human Resources. Examples of prohibited conduct are listed below:

- Falsifying, removing or destroying information related to employment, payroll or work related records or reports.
- Completing another employee's time records
- Unauthorized removal or use of any company property or that of a customer or co-employee
- Stealing a co-worker's property or company property
- Engaging in outside activities during working time
- Failing to maintain personal appearance standards
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a manager or member of management, or the use of abusive or threatening language toward a member of management
- Using foul or abusive language at any time on company premises
- Repeated display of negative demeanor towards co-workers
- Gambling
- Wasting, impairing or altering company property



- Displaying an irresponsible attitude towards company equipment and property assigned to you or in your custody or care
- Violation of the Communication and Information Systems Policy
- Violation of the Social Media Policy
- Violation of Union's Drug and Alcohol policy
- Violation of Union's Harassment and Discrimination policy
- Failure to comply with company policies and procedures
- Bringing or using alcoholic beverages on Union's property, except in the case of a Union sanctioned function or in private residential areas
- Unauthorized possession of weapons on Union premises or while on Union business
- Disregarding safety or security regulations

These guidelines are not exhaustive and in no way limit Union's right to terminate an employee with or without cause, and with or without notice, at any time.

# **SECTION 8**

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## **EMPLOYMENT SEPARATION**

### **Staffing Levels Reduction Plan**

In any particular case of staff level reduction, the functional needs of Union, the department and the ability and qualifications to perform the work will determine which employee(s) will be terminated. When ability and qualifications are equal, seniority may be considered.

To transfer or to be eligible for reemployment, an employee must be eligible for employment under Union's Rehire Policy. A laid-off employee who is offered a suitable, alternative position and declines the offer will be considered to have made a voluntary termination. Nothing in this policy should be read as giving a guarantee of re-employment to employees who are laid-off, as a result of staffing level reductions or reorganization.

### **Temporary and Casual Employment**

The employment of individuals hired as temporary or casual employees will terminate at the end of their temporary work assignment. Temporary employees are given an estimated termination date at the time of hire. They are not eligible for severance pay at the end of their assignment. Depending on the conditions of their employment, the eligibility for other benefits will be applicable to the terms of their employment.

### **Voluntary Resignation and Retirement**

Administrative staff; Level I & Level II are expected to give at least one month's notice of resignation or retirement; Administrative staff Level III are expected to give at least two weeks notice. Employees who provide timely notice of resignation or retirement will be entitled to receive vacation pay for vacation earned not taken up to their last day at work.

### **COBRA**

Employees or their families who lose eligibility for health and dental coverage with Union may elect to continue coverage, under the applicable law, Consolidate & Omnibus Budget Reconciliation Act ("COBRA"), at their own expense. Instances in which COBRA coverage may be available include termination of employment, retirement, reduction of hours, death, separation or divorce from employee or dependent exceeding the age qualifying him/her as a dependent. Human Resources will provide employees and/or their covered dependents with the following:

- A notice of the rights to continue coverage under the plans;
- Information on the cost of continued coverage; and
- A form for electing continued coverage under COBRA

### **Exit Interview**

Generally, upon separation of employment from Union, Human Resources will schedule an exit interview with the separating employee. Such an interview will allow for discussion of the reason(s) for separation and an explanation of benefits to which employee may be entitled. On the last day of work, or at the time of the exit interview, the employee must return their ID, keys and any other property belonging to Union.

### **Rehire**

Employees who have worked at Union and received acceptable performance evaluations and left in good standing are eligible for rehire, provided a position is available for which they qualify.

## APPENDIX

### **SERVICES and RESOURCES**

*I.D. Card Privileges.* Union employees receive borrowing privileges at Union's Burke Library and the libraries of Columbia University, Barnard College, Teacher's College, Jewish Theological Seminary of America and General Theological Seminary. Employees must show their employee I.D. card in order to receive these privileges. The I.D. card also gives employees privileges in the Columbia University and Teachers College athletic facilities. Because special rules apply or various fees may be charged at each facility, it is recommended that employees check the rules ahead of time before using the facilities.

*The Burke Library.* Employees have full privileges at the Burke Library which is the largest theological library in the western hemisphere. Employees are encouraged to make use of the library in their work and in pursuit of personal interest. Due to its long and rich history, the library is very complex, and the Reference Librarians encourage all employees to see them for orientation to the Library and its collections.

*Archives.* Union's Archives are located in the Burke Library. Those interested in accessing archival records should speak with one of the reference staff members. A printed "Index - Guide" to the archives is also available. The library urges all departments to keep in mind that documents produced throughout Union may be of use in the archival records. Department Heads should speak with the Head of Collection Development for information on the type of materials needed in these files and the organization of materials for deposit in the archives.

*Information Technology (IT)/Media Services.* IT/Media Technical services are available upon request Monday through Friday from 9 AM to 5 PM. All Media requests outside of the regular workday must be coordinated in advance through the IT Department. For all after business hours requests please send an e-mail to: [itdept@uts.columbia.edu](mailto:itdept@uts.columbia.edu).

*Mail.* The Mail Room is located on the first floor of Hastings Hall. Outgoing mail received in the mailroom before 3:00 p.m. will go out the same day. Postal Service usually picks up outgoing mail by 4:00 p.m. Postal and inter-Union mail may also be deposited in the mailbox located in the Pit.

Mass mailings of 250-500 pieces should be submitted at least one day prior to the required outgoing mail date. Mass mailings over 500 pieces should be submitted at least two days prior to the required outgoing mail date. Mass mailings submitted later than the desired submission time will go out at the first available opportunity.

Because of the mail room's need to charge back postage to appropriate departments, all mail is to be properly marked when submitted. Unidentifiable mail will be opened and returned to the appropriate department for correct labeling. Do not initial mail.

Under no circumstances will the mail room handle personal mail.

Flyers to be distributed in individual mailboxes must be submitted at least 24 hours in advance of desired distribution date. Flyers submitted later than the requested time period will be distributed at the convenience of the Mail Room.

*Meeting Room Reservations.* To reserve space for events- conferences, luncheon meetings, etc., please request a Scheduling and Room Reservation Application from the Facilities/Housing Department. These spaces can also be reserved for personal events and non-Union related functions. Space rental fees apply.

*The Pit.* Coffee, tea, juices, baked goods, fruits and cold cereal are available Monday-Friday in the Pit until 11:00 a.m. A limited selection of luncheon foods is available in the Pit for lunch and dinner during the week. The Pit is a general area of congregation at the south end of the quad where office mailboxes are located.

*Refectory.* Lunch is served from 12:00 PM to 2:00 PM during the academic year in Union's Refectory, located across the quad from the 121st Street entrance.

*Service Requests/Work Orders.* Requests for services are handled by the Facilities Office, A-39, hours 8:00 AM to 5:00 PM. After business hours emergency requests or requests of any kind that need to be addressed right away, should be called into the Hastings Desk @ ext. 1427, and the engineer will be dispatched.

All non-emergency service requests are to be submitted in writing or by e-mail to [facilities@uts.columbia.edu](mailto:facilities@uts.columbia.edu). Examples: furniture moving, locked drawers, light bulbs, meeting set-ups, window shades, etc. Service Request forms are available in the Facilities Office.

Emergency service requests should be called in on Ext.1300. Examples: life and safety issues, steam leaks, broken windows, flooding, electrical outage, etc. Call Ext.1300 to follow-up on service requests previously submitted.

*Worship.* Worship services are held at 12:30 PM in James Chapel Monday through Thursday during the academic year. All members of the community are invited to take part in the worship life of Union. Employees may attend chapel once each week on Union's time, subject to work schedule permitting and notification to ones' supervisor. If the employee wishes to attend more than once a week, the additional time should be considered part of the lunch hour. The services range from traditional to experimental and are planned to reflect the worship and liturgical forms unique to the various denominational groups represented at Union.

## Employee Guide Acknowledgment and Receipt

**I have received my copy of the Employee Guide to Human Resources Policies.**

The employee guide describes important information about Union, and I understand that I should consult my manager or Human Resources regarding any questions not answered in the guide. I have entered into my employment relationship with Union voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or Union can terminate the relationship at will, with or without cause, at any time, so long as there is not a violation of applicable federal, state or local law.**

I understand and agree that, other than the president of Union, no manager, supervisor or representative of Union has any authority to enter into any agreement for employment other than at will; only the president of Union has the authority to make any such agreement and then only in writing signed by the president of Union.

This guide and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with Union. By distributing this guide Union expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by Union, and Union reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the president of Union has the ability to adopt any revisions to the policies in this handbook.

**I understand and agree that nothing in the Employee Guide creates, or is intended to create, a promise or representation of continued employment and that employment at Union is employment at will, which may be terminated at the will of either Union or myself. Furthermore, I acknowledge that this guide is neither a contract of employment nor a legal document.** I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Union or me.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this guide and any revisions made to it.

**Union acknowledges and complies with the provisions contained in Local 2110 T.O.P. U.A.W's Collective Bargaining Agreement. Where those provisions are contrary to Union's policies and procedures, the Agreement will govern.**

Please sign and date this receipt and return it to Human Resources.

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Employee's Signature

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Employee's Name (Print)

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Date