To the extent possible, the K-State Student Union mirrors the policies of Kansas State University. Kansas State University policies and procedures can be viewed at: http://www.k-state.edu/policies/ppm/.

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.010 Welcome to the K-State Student Union

Welcome to the K-State Student Union! We are pleased to have you as a member of our team. These policies and procedures will provide you with information about the Union. Please read each policy thoroughly. No policy and procedure manual can be all-inclusive. If you find you have questions that are not covered in this manual, reach out to your direct supervisor or the human resource office. The policies contained in the Union’s manual are not to be considered a contract of employment. All policies are subject to change.

.020 Mission Statement

The K-State Student Union is a center for the campus community and plays an integral role in the educational mission of the university.

It provides products, services, and programs to enhance the quality of life of its students, faculty, staff, alumni, and guests, with particular emphasis on students.

It fosters an environment that promotes respect for all peoples and values diversity, leadership development, and the free exchange of ideas.

Accepted and adopted December 12, 1992.

.030 Introduction from Executive Director

The following represents our overall vision for the success of the K-State Student Union. All of us play a role in making this vision come to life.

~William G. Smriga, Executive Director
• Students: Students come first and are an important part of accomplishing the Union’s mission through participation and leadership on advisory and programming boards, activities, organizations, and through student employment and management opportunities.

• Programs: We provide programs that educate, entertain, and enlighten, as well as promote learning and development, with opportunities for students, staff, the community, university alumni, and faculty participation, interaction and collaboration.

• Facilities: A top priority is to maintain quality facilities, provide new technology, update furnishings, and use equipment that is clean, safe, comfortable, attractive, and well maintained.

• Effective Leadership: Leadership is key to accomplishing our stated mission, to setting goals, managing, budgeting, and evaluating, as well as continuously improving our programs and services in response to the changing needs and priorities of our students and Kansas State University.

• Organization: Organizational effectiveness is demonstrated by having up-to-date policies and procedures, a functional organizational chart, recognition and reward processes for students and staff, appropriate training and supervision, responsiveness to student development goals, and positive relations with relevant campus offices, community agencies, and professional organizations.

• Finances: Keys to financial success include adequate budgets with plans and projections to accomplish our mission, goals and current and long-term expenditures. We need the ability to fund future capital needs and equipment replacement and to have adequate financial resources to provide appropriate services, facilities and programs. Marketing support is essential in order to create awareness of our facilities, services, and programs and to attract desired customer levels.

• Assessment: Assessment practices are necessary to determine whether our mission and goals are being met, with data collection that provides information used to revise and improve programs, facilities, services, policies and procedures, with results reported regularly through annual reports and other means.

.040 K-State Student Union Overview

The K-State Student Union is one of more than a thousand college unions/centers around the world. Our Union serves as the center for the campus community’s social, cultural, and recreational activities. Communication with and service to students are the two high-priority items of the Union. Serving students, faculty, staff, alumni, and guests of the university in a manner that complements the academic programs is a goal of the Union.

The Union provides a place where all people can come together to exchange ideas and information as well as interact informally; thereby adding to their educational experience.

The Union provides something of interest for everyone on campus. There are different programs and varied services, all within a diverse set of facilities. There are thousands of people that stream through the doors of the Union every day. It is the responsibility of Union employees and volunteer student committee members to continue to provide quality programs and physical facilities our patrons have come to expect.

Constructed entirely from student fees, the K-State Student Union opened in 1956 and is operated as a self-supporting unit, which does not receive state tax support.
.050 K-State Student Union’s Pledge

The Union pledges our utmost to abide by the following:

- Adhere to university’s policies as they relate to the Union
- Train and develop employees
- Promote from within the organization whenever appropriate
- Treat everyone with consideration, respect and fairness
- Provide a clean, safe, healthy place to work
- Pay fair and reasonable wages in line with job responsibilities and requirements
- Provide full employment during the calendar year to the extent the operating schedule and budget allow
- Provide a comprehensive package of fringe benefits as the budget allows
- Keep employees informed of financial and operating conditions which affect them
- Maintain open lines of communication

.060 Policies in Relation to Kansas State University Policies

To the extent possible, K-State Student Union policies mirror Kansas State University policies and procedures. It should be noted that not all of the policies and procedures are mirrored. It is important for all Union employees to first reference the official K-State Student Union policy and procedure manual. Any questions related to the content of the policy and procedure manual should be directed to the Assistant Director/Human Resources.

.070 Policies in Relation to Kansas Board of Regents Policies

The K-State Student Union is a non-controlled affiliate corporation of the Kansas Board of Regents. Union employees are responsible to abide by Kansas Board of Regents policies and procedures to the same extent as Union and university policies and procedures.

.080 Notice of Nondiscrimination

The Union mirrors the university’s notice of nondiscrimination, as found below.

Kansas State University Notice of Nondiscrimination

Kansas State University prohibits discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment and sexual violence), sexual orientation, gender identity, religion, age, ancestry, disability, genetic information, military status, or veteran status, in the University's programs and activities as required by applicable laws and regulations. The person designated with responsibility for coordination of compliance efforts and receipt of inquiries concerning nondiscrimination policies is the university's Title IX Coordinator: the Director of the Office of Institutional Equity, equity@k-state.edu, 103 Edwards Hall, Kansas State University, Manhattan, Kansas 66506-4801, 785-532-6220. The university's ADA Coordinator is the Director of Employee Relations, charlott@k-state.edu, who may be reached at 103 Edwards Hall, Kansas State University, Manhattan, Kansas 66506-4801, 785-532-6277.

Revised July 7, 2015.
1000 Introduction

1030 What’s New in the Employee Policy and Procedure Manual

This is a quick reference of what is new and what has changed in the Employee Policy and Procedure Manual. Revisions made in each chapter are shown in red font. When any policy change is made, staff will be notified in a timely manner. It is the responsibility of all Union employees to read the information received and to follow all policies and procedures while employed at the K-State Student Union.
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.010 Introduction

This chapter outlines the procedures for adding chapters to the Employee Policy and Procedure Manual. The Assistant Director/Human Resources is responsible for maintaining the manual in a uniform format.

.020 Organization of the Employee Policy and Procedure Manual

The Employee Policy and Procedure Manual is divided into sections and the sections are divided into chapters. (Please see the Table of Contents.) Any revision to the Employee Policy and Procedure Manual is the responsibility of the Assistant Director/Human Resources.

.030 Organization of Each Chapter

Each chapter in the manual is to be written in the same format to the extent possible and divided into appropriate topics.

It is the responsibility of the Assistant Director/Human Resources to ensure proper approvals have been obtained from either the Union Executive Director and/or Student Union Governing Board for the policies and procedures identified in each of the chapters.
.040 Formatting

This manual is in a format for ease in reading and for uniformity. Chapter topics are numbered in order to allow for future chapters and topics to be inserted if needed.

.050 Changes to Manual

Changes made in each chapter are to be indicated by typing the changes in red font. When information is revised a second time, the new changes will be red font and the previous changes will be in regular font.

.070 Distribution

It is the responsibility of the human resource department to notify employees of the policies and procedures of the K-State Student Union. Department heads and supervisors also have an obligation to ensure employees are made aware and are provided access to the manual.

.080 Questions

Questions relating to the employee policy and procedure manual should be directed to the specific person or department, as indicated at the end of each chapter.

Additionally, any questions relating to the overall manual can be directed to the human resource office at (785) 532-6577 or unionhr@ksu.edu.

.080 Alternative Access

The manual is made available to employees digitally as well as in paper format. Accommodations for alternative formats, including larger print, braille, or audio versions, will be made available upon request by the employee to the human resource office at (785) 532-6577.
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.020 Prohibiting Discrimination, Harassment, and Sexual Violence

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.020 Prohibiting Discrimination, Harassment, Sexual Violence, and Stalking
The Union will maintain a work environment that is free of discrimination, harassment (including sexual harassment and sexual violence), stalking, and retaliation. Discrimination based on race, color, ethnic or national origin, sex, sexual orientation, gender identity, religion, age, ancestry, disability, genetic information, military status, or veteran status is prohibited. Retaliation against a person for reporting or objecting to discrimination or harassment is a violation of this policy, whether or not discrimination or harassment has been substantiated.

This policy covers employees, students, applicants for employment, contractors, vendors, visitors, guests, and participants in any Union and/or university-sponsored programs or activities. The work relationship sometimes extends beyond the work location and after work. Therefore, in some situations, this policy may apply to allegations of discrimination, harassment or retaliation for behavior that occurs off the work-site or during after-hours functions sponsored by the Union or the university. Off campus occurrences that are not related to the Union and university-sponsored programs or activities are investigated under this policy only if those occurrences relate to discrimination, harassment, or retaliation alleged on the work-site or campus.

Supervisors and managers must report complaints to the Union human resource office immediately upon notification (including by email if after regular business hours), keep complaints confidential, protect the privacy of all parties involved in a complaint, and prevent or eliminate discrimination, harassment or retaliation. Failure to do so is a violation of this policy. Complaints must be filed within 60 (180 for sexual violence) calendar days of the alleged discrimination, harassment, or retaliation. Complaints are confidential and will not be disclosed to anyone who does not have a need to know - this requirement applies to complainants, respondents, witnesses, and any others involved with a complaint. The Union cannot guarantee absolute confidentiality, although the Union will protect the privacy of all parties to the extent possible - consistent with preventing future acts of discrimination, harassment or retaliation, providing a remedy to persons injured, and allowing respondents to reply to a complaint if it warrants an administrative review and complying with the existing law. Complaint information may be disclosed to state or federal anti-discrimination agencies for investigations and during litigation. Where the Union or the university has knowledge of alleged behavior which, if true, may violate this policy and the alleged victim does not file a complaint, the Union or university may conduct an administrative review if it has reason to believe a review is necessary to resolve a report of discrimination, harassment, or retaliation.

The Union Assistant Director/Human Resources and a representative from the K-State Office of Institutional Equity will evaluate each complaint and, if warranted, conduct a thorough and objective
administrative review. If a decision is made to conduct an administrative review, it will inform the complainant and respondent of the content of the complaint, allow each of them a full opportunity to be heard, and respond to questions concerning the progress of the review. Complainants, respondents, and witnesses are generally not permitted to have an individual accompany them to interviews. The time required for reviews will vary; however, the goal is to complete reviews within 60 calendar days. At any point during the review, the administrative review team may refer either or both parties to the Employee Assistance Program, K-State Counseling Services, K-State Office of Student Life or other persons deemed appropriate by the administrative review team.

Possible outcome of the review is either: (1) a finding of no violation of this policy; or (2) a finding of violation of this policy. The administrative review team will provide a report of its findings and recommendations to the complainant, respondent and the Executive Director of the Union. When appropriate, the administrative review team report will include instructions to the Executive Director of the Union to provide the administrative team with a written report concerning implementation of the recommendations.

Persons who violate this policy are subject to sanctions, up to and including exclusion from work and/or the campus, dismissal from employment, or expulsion from the Union and/or university. Remedial actions will be taken to restore any losses suffered as a result of a violation of this policy. Examples of remedial actions include, but are not limited to, an evaluation completed by someone other than the respondent, reconsideration of an application for employment, placement in a position, back pay and lost benefits, and/or withdrawal of a disciplinary action. If sexual violence or another crime addressed by this policy is alleged, then the complainant and respondent may be accompanied to any related meeting or proceeding by an advisor of their choice.

All persons covered by this policy are required to fully cooperate in administrative reviews and to provide information, including official personnel files and records, and other materials necessary to complete a thorough review of complaints. Any person who knowingly files a false complaint, who knowingly provides false or misleading information, or who violates the confidentiality provisions of this policy, is subject to disciplinary action. No action will be taken against an individual who makes a good faith complaint, even if the allegations are not substantiated.

The Union as well as the university will provide educational resources to promote the awareness of rape, acquaintance rape, domestic violence, dating violence, sexual assault, and stalking to all employees.

This policy shall supersede any other policies that conflict with it.

.030 Definitions
Discrimination: Discrimination is treating an individual adversely in employment, based on race, color, ethnic or national origin, sex, sexual orientation, gender identity, religion, age, ancestry, disability, genetic information, military status, or veteran status without a legitimate, nondiscriminatory reason for the treatment, or maintaining seemingly neutral policies, practices, or requirements that have a disparate impact on employment opportunities of members of protected groups without a valid business reason. The term “harassment” meeting this definition is considered discrimination.
**Harassment:** In the work environment, "harassment" is: Conduct toward a person or persons based on race, color, ethnic or national origin, sex, sexual orientation, gender identity, religion, age, ancestry, disability, genetic information, military status, or veteran status that: (1) has the purpose or effect of: (a) creating an intimidating, hostile, or offensive work environment for the person(s); or (b) unreasonably interfering with the work of the person(s); and (2) is sufficiently severe or pervasive that it alters the terms, conditions, or privileges of a person's employment or participation in Union or university sponsored activities.

Whether conduct is sufficient to constitute "harassment" is evaluated under the totality of the circumstances, including the frequency of the conduct, its severity, whether it is physically threatening or humiliating, or merely an offensive utterance. These factors are evaluated from both subjective and objective viewpoints, considering not only effect that conduct actually had on the person, but also the impact it would likely have had on a reasonable person in the same situation. The conduct must subjectively and objectively meet the definition to be "harassment" under this policy. Repeated incidents, even where each would not, on its own, constitute harassment, may collectively constitute harassment under these definitions.

**Sexual Harassment:** Sexual harassment is a type of harassment that involves unwelcome sexual advances, requests for sexual favors, disparagement of members of one sex, or other conduct of a sexual nature when: (1) (a) submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or participation in a Union or university-sponsored activity or program; or (b) submission to or rejection of such conduct is used as the basis for or as a factor in decisions affecting that individual's employment, or participation in a Union or university-sponsored activity or program; or (c) such conduct meets either "harassment" definition in (b), above; and (2) the conduct is sufficiently severe or pervasive that it alters the terms, conditions, or privileges of the person's employment, participation in Union or university-sponsored activities or programs.

Sexual harassment may occur between persons of the same or opposite sex, and either as single or repeated incidents. Whether conduct is sufficient to constitute "sexual harassment" is evaluated under the totality of the circumstances, including the frequency of the conduct, its severity, whether it is physically threatening or humiliating, or merely an offensive utterance. These factors are evaluated from both subjective and objective viewpoints, considering not only effect that conduct actually had on the person, but also the impact it would likely have had on a reasonable person in the same situation. The conduct must subjectively and objectively meet this definition to be "sexual harassment" under this policy. Sexual harassment meeting this definition is considered discrimination.

**Sexual Violence:** Sexual violence refers to a physical act perpetrated against a person's will, or where a person is so incapacitated that they are incapable of giving consent due to the use of drugs or alcohol, or where a person is incapable of giving consent due to an intellectual or other disability. A number of different acts fall into the category of sexual violence, including but not limited to, rape, sexual assault, sexual battery, domestic violence, dating violence, and sexual coercion. Use of alcohol or other drugs by a perpetrator or victim does not excuse acts of sexual violence. Sexual violence is considered sexual harassment, and is therefore considered to be discrimination.
Criminal offenses and statutory references include, but are not limited to:

- Rape – K.S.A. 21-5503
- Sexual Battery – K.S.A. 21-5505
- Domestic Battery – K.S.A. 21-5414
- Sexual Exploitation of a Child – K.S.A. 21-5510
- Unlawful Voluntary Sexual Relations – K.S.A. 21-5507
- Indecent Liberties with a Child – K.S.A. 21-5506
- Lewd and Lascivious Behavior – K.S.A. 21-5513
- Criminal Sodomy – K.S.A. 21-5504
- Incest – K.S.A. 21-5604

Other definitions include:

- Domestic Violence – K.S.A. 21-5111(i)
- Dating Violence – A type of domestic violence where the perpetrator is or has been involved in a social relationship of a romantic nature with the victim. K.S.A. 21-5111(i)(1)
- Sexual Intercourse – K.S.A. 21-5501

Consent: The determination regarding the presence or absence of consent shall be based upon the totality of circumstances in a particular case, including the context in which the alleged incident(s) occurred. If an individual can comprehend the sexual nature of the proposed act, can understand he or she has the right to refuse to participate, and possesses a rudimentary grasp of the possible results arising from participation in the act, he or she has the capacity to consent. A person may be incapable of giving consent because of mental deficiency or disease, or because of the effect of any alcoholic liquor, narcotic, drug or other substance, which condition was known by the offender or was reasonably apparent to the offender. Consent will not necessarily be inferred from silence or passivity alone. Sexual violence is considered sexual harassment, and is therefore considered to be discrimination.

Stalking: Stalking is any conduct that meets the elements of K.S.A. 21-5427(a)(1) and/or K.S.A. 60-31a02.

Retaliation: Retaliation is any attempted or completed adverse action taken without a legitimate reason against an individual because they filed a complaint under this policy, opposed a policy or practice the individual believed was discrimination under this policy, engaged in other protected activity such as making a request for a reasonable accommodation, or participated in the investigation or resolution of a complaint under this policy.

Responsible Administrator: The responsible administrator is typically the Union Assistant Director/Human Resources, and a representative of the K-State Office of Institutional Equity to implement the recommendations. In cases involving a university entity whether a student or graduate student as respondent, a representative of the K-State Office of Student Life will serve as an additional responsible administrator. In cases involving a student as complainant, a representative of the K-State Office of Student Life may be on the administrative team as an additional responsible administrator, if requested by the Assistant Director/Human Resources, or the K-State Office of Institutional Equity.
Deciding Administrator: The deciding administrator is the Union Executive Director. In some cases a university official may serve as co-deciding administer with authority to implement the recommendations of the administrative review team.

Appeal Administrator: The appeal administrator is the direct supervisor of the deciding administrator: K-State Vice President of Student Life/Dean of Students. The Vice President of Student Life/Dean of Students makes the final decision if appealed.

.040 Reviewing Complaints
Step 1-The Initial Report: Any employee may either (a) report the complaint to the Union Assistant Director/Human Resources or department head. If that person's conduct is the reason for the complaint, then the employee should report the conduct to the Union Executive Director; or (b) report the complaint to the K-State Office of Institutional Equity. Employees may also submit complaints regarding sexual violence or stalking to a Center for Advocacy, Response and Education (CARE) coordinator or directly to the K-State Office of Institutional Equity (OIE).

The initial report may be oral or written. The initial report should include as much information as possible regarding the alleged conduct or incidents, including but not limited to: the dates and locations of the conduct; the effect the conduct has had on employment, learning environment or the complainant's ability to participate in Union or university programs or activities; and the name and title of the person alleged to have engaged in the conduct. It is important for all persons to preserve any relevant evidence to the complaint.

In the event of a sexual violence or stalking complaint, a CARE coordinator should interview the complainant, with the understanding that the CARE coordinator may, but is not obligated to refer a complaint to OIE or the Union Assistant Director/Human Resources. If there is a potential violation of this policy, the CARE coordinator will explain the OIE investigative process to the complainant and ask whether the complainant would prefer keeping the complaint undisclosed by not referring it for investigation. The Union strongly encourages reporting to OIE whenever this policy may have been violated, so that it can investigate. Regardless of whether a complaint is referred for investigation, CARE will provide support and advocacy services to the extent feasible. Although this policy protects confidentiality by limiting knowledge of complaints to those persons with a need to know, the Union cannot ensure complete confidentiality once an investigation begins.

If a complainant believes that criminal conduct has occurred, then the complainant should make a criminal complaint to the police. CARE coordinators should also encourage the complainant to file a complaint with the police and will provide assistance in doing so if asked. The CARE coordinator will also advise the complainant that they may decline to notify the police. The criminal justice system and this policy are separate procedures, however, and reports must be made under both procedures if a complainant wishes that both go forward. Complainants may also request a protection from abuse order under the Protection from Stalking Act, K.S.A. 60-31a01, et seq. K-State police will enforce such orders on campus as well as the Union.

If OIE determines either that it has no jurisdiction to investigate a complaint made under this policy, or that the alleged conduct, even if true, would not constitute a violation of this policy, then OIE will notify the complainant that the complaint does not warrant further review under this policy. That
notice will explain OIE’s decision and refer the complainant to the Union Assistant Director/Human Resources. This determination by OIE is not subject to appeal.

**Step 2-Formation of the Administrative Review Team:** The Assistant Director/Human Resources will inform the K-State Office of Institutional Equity of the report. Likewise, the K-State Office of Institutional Equity staff member who receives the report will inform the Union Assistant Director/Human Resources, unless that person's conduct is the reason for the complaint. The Union Assistant Director/Human Resources and the K-State Office of Institutional Equity staff member will become the administrative review team for the complaint.

**Step 3-Initial Evaluation of the Complaint:** The administrative review team will interview the complainant as soon as possible after the report is made so that the administrative review team members hear the complaint and get sufficient information to decide how to process the complaint. If the administrative review team determines that the alleged conduct, even if true, would not constitute a violation of this policy, then the administrative review team will notify the complainant that the complaint does not warrant further review under this policy. That notice will explain the administrative review team’s decision and refer the complainant to the appropriate Union and/or university office if applicable. This determination is not subject to appeal.

A complainant's failure or refusal to participate in the administrative review team process may prevent the administrative review team from investigating the alleged conduct. To the extent possible, the administrative review team will proceed with an investigation if a report alleges conduct that would constitute a violation of this policy.

**Step 4-Written Complaint:** If the complaint warrants further review, the administrative review team will accept a written complaint, or will draft a complaint based on information obtained during the interview. In the latter case, the administrative review team will ask the complainant to read and, if necessary, to make corrections for accuracy and sign the complaint.

**Step 5-Investigation:** With or without a signed complaint, the administrative review team will:

- Meet with the respondent to provide a copy of the complaint, explain procedures, caution against retaliation, ask the respondent to provide an oral or written response within ten (10) calendar days, and inform the respondent that the review team will proceed with or without the response;
- Receive, clarify and evaluate the respondent's response to the complaint, if a response is made; and
- Interview any persons with specific knowledge of the alleged incident(s) and review relevant policies, procedures, files, documents, and records.

**Step 6-Determination and Written Report:** The administrative review team will consider all of the information it gathered and decide whether or not the respondent violated this policy, based on the preponderance of the evidence. If the administrative review team determines the respondent did not violate this policy, it will provide the complainant, the respondent, and the Union Executive Director a written report that describes the review, makes findings of fact and any recommendations, and describes what the complainant must do to file an appeal. If the administrative review team determines
that the respondent violated this policy, it will prepare a written report to the Union Executive Director that describes the review, makes findings of fact, and provides recommendations for sanctions (and, if appropriate, remedial actions, referrals, and follow-up). The complainant and the respondent shall be provided a copy of the written report at the same time as the Union Executive Director.

**Step 7-Appeals if No Violation Found:** If the administrative review team determines there was no violation of this policy, the complainant may submit an appeal to the Executive Director. That appeal must be submitted in writing to the Executive Director within ten (10) calendar days from the date the administrative review team’s determination letter was issued. The appeal must state every ground on which the appeal is based.

On appeal, the Executive Director does not conduct a new investigation. The Executive Director may only decide, based upon the information presented, whether the administrative review team’s determination was "clearly erroneous" (i.e., plainly in error). The Executive Director will defer to the administrative review team for all credibility decisions (e.g., who is telling the truth). If an error(s) was made that would not have changed the determination (i.e., "harmless error"), then that error must be disregarded. In the event that the Executive Director decides that the administrative review team finding is clearly erroneous, the Executive Director shall refer the matter back to the administrative review team for further investigation and shall provide the administrative review team with a specific written basis for the "clearly erroneous" determination. If the Executive Director determines that the administrative review team’s findings are not clearly erroneous, then the Executive Director's determination is final and not subject to further review.

The Executive Director should rule on an appeal in a timely fashion, preferably within thirty (30) calendar days after receipt of the appeal. Rulings should be made in writing, with copies to the complainant, respondent, Assistant Director/Human Resources, and the K-State Office of Institutional Equity and the K-State Office of General Counsel.

**Step 8-Decision on Sanctions if Violation Found:** If the administrative review team determines that this policy was violated, then the administrative review team will make a recommendation regarding sanctions. The Executive Director decides the sanctions. Within ten (10) calendar days from the date the administrative review team’s determination letter was issued, the complainant and respondent may submit written comments to the Executive Director regarding the administrative review team’s report. Decisions on sanctions should be made in a timely fashion after the expiration of the ten (10) day comment period, and preferably within thirty (30) calendar days after receipt of the administrative review team's report. Once sanctions are decided, they shall be implemented immediately, regardless of whether the complainant or respondent intends to appeal.

If the Executive Director determines the administrative review team’s violation determination was clearly erroneous, as described in Step 7, then the Executive Director shall remand the matter back to the administrative review team for further investigation and shall provide the administrative review team with a specific written basis for the "clearly erroneous" determination. The process then returns to Step 5. A decision to remand to the administrative review team is not subject to appeal. Decisions should be made in writing, with copies to the complainant, respondent, Assistant Director/Human Resources, K-State Office of Institutional Equity and the K-State Office of General Counsel.
Counsel. Decisions that impose sanctions should identify the appropriate appeal administrator and the ten-day period in which an appeal must be submitted.

**Step 9-Appeal of Sanctions:** If the Executive Director imposes sanctions, a written appeal may be submitted to the K-State Vice President of Student Life within ten (10) calendar days from the date of the Executive Director's written decision.

A respondent's appeal must be in writing and the appeal must state every ground on which the appeal is based. A complainant's appeal must be in writing, must state every ground on which the appeal is based, and may appeal only the severity of the sanction.

The appeal does not involve a new investigation. The appeal may only decide, based upon the written information presented, whether the Union Executive Director’s basis for imposing sanctions, and/or the sanctions themselves, were "arbitrary and capricious." This means that there must be no reasonable basis, under circumstances presented, to uphold the sanctions imposed by the Union Executive Director. The appeal must defer to the administrative review team for all credibility decisions (e.g., who is telling the truth). The Union Executive Director who follows the administrative review team's recommended sanction will be presumed not to have acted arbitrarily or capriciously, unless conclusively demonstrated otherwise.

If the K-State Vice President of Student Life determines the administrative review team’s violation determination was arbitrary and capricious, then they shall remand the matter back to the administrative review team for further investigation and shall provide the administrative review team with a specific written basis for the "arbitrary and capricious" determination. The process then returns to Step 5. A decision to remand to the administrative review team is not subject to appeal.

If the K-State Vice President of Student Life determines the Executive Director of the Union’s sanctions are arbitrary and capricious, then the Vice President of Student Life shall refer the matter back to the Executive Director for further review and shall provide the Executive Director with a specific written basis for the “arbitrary and capricious” determination. The process then returns to Step 8. A decision to remand to the Executive Director is not subject to appeal.

The K-State Vice President of Student Life should rule on the appeal in a timely fashion, preferably within thirty (30) calendar days after receipt of the appeal. Rulings should be made in writing, with copies to the complainant, responduent, Assistant Director/ Human Resources, K-State Office of Institutional Equity, and the K-State Office of General Counsel. A ruling that affirms the Executive Director decision is not subject to further review within the Union and the university.

**.045 Additional Resources**
Information about counseling, mental and physical health, victim advocacy, legal assistance, and other services available for sexual violence victims can be found at: http://www.k-state.edu/affact/resolution/

**.050 Questions**
Please refer questions to the human resource office at (785) 532-6577. Questions may also be referred to the K-State Office of Institutional Equity at (785) 532-6220
3000 General

3015 Whistleblower

.010 Definition

A whistleblower is an employee of the K-State Student Union Corporation that reports an activity that he/she considers illegal or dishonest within the workplace. The whistleblower is not responsible for investigating the activity, determining fault, or corrective measures. Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

.020 Policy

If an employee has knowledge or concern of illegal or dishonest fraudulent activity, the employee is to first speak with his/her immediate supervisor. If, after speaking with the supervisor, the employee continues to have reasonable grounds to believe their concern is valid, the employee should report the concern to the Union Assistant Director/Human Resources. If the supervisor is the subject of the concern, the employee should report directly to the Assistant Director/Human Resources. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline, up to and including termination.

Whistleblower protections are provided in two important areas - confidentiality and retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The Union will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, wage decreases, poor work assignments, and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Assistant Director/Human Resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

The Assistant Director/Human Resources is responsible for investigating and coordinating corrective action. If the Whistleblower is not satisfied with the investigation, he/she may appeal to the Executive Director.

.030 Questions

Questions should be directed to the human resource office at (785) 532-6577.
3000 General

3016 Conflict of Interest

.010 General Principles

.020 Conflict of Time Commitment

.030 Conflict of Interest

.040 Other Employment

.050 Reporting Requirements

.060 Kansas State University Review Process

.070 Responsibility of Executive Director

.080 Responsibilities of Vice President of Student Life

.100 Questions

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.010 General Principles

The goal of this policy is to manage real or apparent conflicts of interest. A system of self-disclosure is maintained by Kansas State University for all K-State Student Union unclassified staff, since conflicts of interest and time commitment must be dealt with on a case by case basis. Discussion, disclosure, and negotiation generally can resolve disputes related to conflict of interest and time commitment. This policy is based on the Board of Regents’ policy entitled Commitment of Time, Conflict of Interest, Consulting and Other Employment.

.020 Conflict of Time Commitment

(a) Attempts to balance Union responsibilities with external activities (such as, but not limited to, consulting or public service) can result in real or apparent conflicts regarding commitment of time and effort. Whenever an employee's external activities exceed reasonable time limits, or whenever a full-time unclassified staff member's primary professional responsibility is not to the Union, a conflict of time commitment exists.

(b) Conflicts of commitment usually involve issues of time allocation. Full-time unclassified staff owes their primary professional responsibility to the Union, and their primary commitment of time and intellectual effort must be to the mission of the Union. Unclassified staff should maintain a presence commensurate with their appointments. The specific responsibilities, position requirements, employment obligations and professional activities that constitute an appropriate and primary commitment of time may differ per unclassified position, but said responsibilities, requirements, obligations and activities should be initially premised on a general understanding of full-time commitment for full-time unclassified staff of the Union. Exceptions must be justified and shown to enhance the Union’s mission and must be approved in advance by the Executive Director.
.030 Conflict of Interest

(a) A conflict of interest occurs when there is a divergence between an individual's private, personal relationships or interests and his or her professional obligations to the Union such that an independent observer might reasonably question whether the individual's professional actions or decisions are determined or substantially influenced by considerations of personal benefit, gain or advantage.

(b) Whether a conflict of interest or the appearance of one exists depends on the situation, not on the character or actions of the individual, and must be determined objectively on a case by case basis. The appearance of a conflict of interest can be as damaging or detrimental as an actual conflict and thus, for purposes of this policy, apparent conflicts are treated the same as actual conflicts.

(c) Situations involving potential conflicts of interest must be addressed. It is not appropriate for an individual's actions or decisions made in the course of his or her Union activities to be determined or substantially influenced by considerations of personal financial gain. Such behavior calls into question the professional objectivity and ethics of the individual and it also reflects negatively on the Union. All Union employees should conduct their affairs in ways that will not compromise the integrity of the Union.

(d) Except in purely incidental and minor ways, Union resources, including but not limited to facilities, materials, personnel, or equipment shall not be used in external activities unless prior written approval has been received from the Executive Director or designee. Such permission shall be granted only when the use of Union resources is determined to further the mission of the Union. When such permission is granted, the employee shall make arrangements to reimburse the Union for materials, facilities or services used in the external activity.

(e) Proprietary or other information confidential to the Union shall not be used in external activities unless prior written approval has been received from the Executive Director or designee.

(f) Union personnel shall not involve staff or university students in their external activities if such involvement is in any way coerced or in any way conflicts with the involved participants' required commitment of time to the Union.

.040 Other Employment

All employees of the Union must give their full professional effort to their Union duties and assignments. It is, therefore, considered inappropriate to engage in gainful employment outside the Union that is incompatible with Union commitments. It is inappropriate to transact business for personal gain unrelated to the Union from one's Union office, or at times when it might interfere with commitments to the Union. Participation in conferences, workshops and seminars does not usually constitute consulting or outside employment. However, organizing, operating, or participating in such meetings for profit may be construed as consulting or outside employment as defined in this policy.

.050 Reporting Requirements

Annual Reporting of Consulting Arrangements, Significant Financial or Managerial Interests, and Outside Employment
As part of the annual university appointment process, all unclassified staff shall disclose to the university whether they or members of their immediate family (spouse and dependent children), personal household, or associate entities (e.g., corporations, partnerships or trusts in which they have a significant interest) have consulting arrangements, significant financial or managerial interests, or employment in an outside entity. This report and information shall be provided to the university no less than once year.

For purposes of the policy, significant financial or managerial interests (or significant financial or other interests) means all holdings greater than $5,000 or more than 5% ownership in a company.

Failure to timely submit the required reporting form to the university may result in discipline in accordance with Union procedures. When the university determines that the information submitted indicates that an actual or apparent conflict of time commitment or conflict of interest does or may exist, the university may require that the unclassified staff member submit additional information and explanation regarding that conflict.

Ongoing Duty to Report Consulting Arrangements, Significant Financial or Managerial Interests, and Outside Employment As They Occur

In addition to the annual report that unclassified staff are required to make, all staff shall disclose any current or prospective situations that may raise questions of conflict of time commitment or conflict of interest, as soon as such situations become known. Such reports shall be made to the Executive Director.

.060 Kansas State University Review Process

Reporting procedures developed at Kansas State University reflect the requirements in the policy adopted by the Board of Regents. The form that has been developed to implement this policy is the Annual Declaration and Disclosure. For access instructions and tutorials, please go to http://www.k-state.edu/conflict/forms/. The Annual Declaration and Disclosure is to be completed every year at the same time as the annual contract is signed for unclassified Union employees, and updated as necessary.

.070 Responsibility of Executive Director

(a) The Executive Director will review the Annual Declaration and Disclosure. The Executive Director will indicate by an approval signature when a report does not appear to indicate a possible conflict of interest or where a satisfactory management plan has been developed.

(b) In cases where the Executive Director determines that there may be a possible conflict of interest or time commitment, the following procedures will be followed:

(i) the Executive Director will prepare a written summary of the case. The unclassified employee affected must have the opportunity to review and discuss the summary with the Executive Director and will have the opportunity to submit to the Executive Director a written response recording his or her position on the case;
(ii) before the Executive Director submits the summary to the K-State Vice President of Student Life, the unclassified employee must sign a statement acknowledging the opportunity to review and to discuss the summary and indicating whether he or she submitted a written response;

(iii) the Executive Director who prepared the summary must submit to the Vice President of Student Life, or designee, all forms, the summary of the case, including the facts indicating a possible conflict of interest or time commitment, and any written responses prepared by the unclassified employee.

.080 Responsibilities of Vice President of Student Life

(a) The Vice President of Student Life, or designee, will review all of the materials submitted to ensure that the correct procedures have been followed. The Vice President of Student Life, or designee, will then determine whether the case involves a conflict of interest or time commitment or the appearance of one, and whether any conflict management plan which has been developed is acceptable. In cases where there is no such conflict or where the conflict management plan is acceptable, the Vice President of Student Life, or designee, will show approval by signing the Annual Declaration and Disclosure.

(b) The Vice President of Student Life, or designee, will make recommendations for managing any real or apparent conflict that has not been resolved at the Executive Director level. These will be presented to the Executive Director and the unclassified employee. Those individuals must indicate in writing their acceptance of the Vice President of Student Life’s, or designee’s, recommendation or their rejection of the recommendation. A written rejection must include the reasons why the individual finds the recommendation unacceptable.

.100 Questions

Questions should be directed to the director’s office at (785) 532-6591.
3000 General

3020 Smoking

.010 Policy

.020 Use of E-cigarettes, Hookahs and Vaping

.030 Questions

.010 Policy

Smoking is a public health and fire hazard. Locations where smoking is allowed shall be restricted in order to: (A) prevent infringements upon others and (B) create and maintain an environment that is in the best interests of the safety, health, and the well-being of all the users of Union and university property.

Smoking is not permitted in any Union or university building or vehicle. Smoking is prohibited within 30 feet of marked entrances to all Union and university buildings. Unlawful smoking is a misdemeanor and is punishable under state or local law.

.020 Use of E-cigarettes, Hookahs and Vaping

E-cigarettes are devices that warm a nicotine solution producing an aerosol that is inhaled without the combustion of tobacco. Most e-cigarettes look like cigarettes and mimic the act of smoking.

E-cigarettes, hookahs and vaping will be treated in the same manner as other forms of smoking and are subject to the entirety of this policy.

.020 Questions

Questions should be directed to the human resource office at (785) 532-6577.
3000 General

3030 Reporting Lost Items

.010 Lost and Found

.020 Questions

.010 Lost and Found

A lost and found service will be maintained by the K-State Student Union business office.

Found items that are unclaimed will be disposed of at the discretion of Union management. Valuables will be turned over to the K-State police department.

Departments will turn in lost and found items as soon as possible to expedite the best service possible.

All property, electronics, valuables and driver’s licenses are to be turned into the business office. When property, electronics, valuables and/or driver’s licenses are found after regular business hours they will be submitted to the building manager on duty. The Union building manager will ensure the item(s) are secured and turned in to the business office as soon as is reasonable.

Found university IDs will be turned into the ID Center during regular business hours. After hours, IDs are to be turned into the building manager. The Union building manager will ensure the IDs are secured and turned in to the ID Center as soon as is reasonable.

All found items may be identified and claimed during regular business office operating hours.

.020 Questions

Questions should be directed to the business office at (785) 532-6575.
3000 General

3035 Inclement Weather

.010 Purpose

.020 Declaration of Inclement Weather

.040 General Policy

.045 No Declaration of Inclement Weather Issued

.050 Questions

.010 Purpose

As a condition of employment, all employees of the K-State Student Union are expected to work at their assigned times and schedules regardless of weather conditions. It is recognized that severe weather conditions may prevent employees from reporting to work, cause some to report late, or require others at work to depart earlier than scheduled. In this regard, the Union follows the university’s inclement weather policy.

.020 Declaration of Inclement Weather

A Declaration of Inclement Weather may be made in the following manner:

- The Kansas Governor may issue a Declaration of Inclement Weather for the entire state; or, as is more likely to be the case, for one or more geographic areas of the State. The Declaration will specify the area or areas covered, and the beginning and ending times of the Declaration. If a Declaration of Inclement Weather is issued by the Governor, the Governor’s office will communicate the Declaration to employees via the local news media.
- The K-State President may issue a Declaration of Inclement Weather when the situation warrants and the Governor has not issued a Declaration for that location.

Employees are encouraged to listen to local radio stations listed below for weather decisions. Employees are also encouraged to sign up for K-State emergency alerts through K-State eProfile by going online to https://eid.k-state.edu/eProfile/summary.do.

- WIBW 94.5 FM
- KMKF 101.5 FM
- KABI 1560 AM
- WIBW 580 AM
- KQLA 103.5 FM
- KSAJ 98.5 FM
- KMAN 1350 AM
- KSAL 1150 AM
- KZBZ 104.9 FM
- KJCK 1420AM/97.5FM
- KYEZ 94 FM
- KBLS 102.5 FM
- KACZ 96.3 FM
.040 General Policy

In the event of a Declaration of Inclement Weather, the Union will close for non-essential employees during the period of inclement weather. Benefits eligible non-essential employees who are scheduled to work shall be placed on Inclement Weather Leave. Employees will not be required to use personal leave. Each Union department head is responsible for designating essential personnel and communicating that designation to such personnel prior to any Declaration of Inclement Weather.

- Employees on any authorized leave are not affected and will continue in that status.
- Those employees who work during a Declaration of Inclement Weather will receive compensation at the same rate of pay that the employee would have received had there not been a Declaration of Inclement Weather.
- Essential employees that work shall also receive inclement weather compensatory time for the hours the employee works.

.045 No Declaration of Inclement Weather Issued

If an employee is unable to work due to weather conditions and a Declaration of Inclement Weather has not been issued, they are responsible for contacting their supervisor or department head as soon as they are able and no later than one hour prior to the start of their regularly scheduled work shift. Employees not reporting to work, reporting to work late, or leaving early due to weather when a Declaration of Inclement Weather has not been declared will be expected to use vacation leave, accrued compensatory time, accrued holiday compensatory time, discretionary holiday, or leave without pay. At the discretion of the department head, employees may make up missed work time within the same workweek. This policy does not affect the requirement that exempt employees must report leave in half- or full-day increments.

.050 Questions

Questions should be referred to the director’s office at (785) 532-6591.
3000 General

3045 Official Bulletin Board

.010 Introduction

Kansas and federal law requires agencies to designate and maintain official bulletin boards for the display of relevant, current administrative and personnel information of interest to employees. All new employees will receive information as to the location of the official bulletin board.

.030 Policy

The Union human resource office is responsible for establishing an official bulletin board and assuring the required documents are properly posted and up-to-date.

.040 Procedure

Assistant Director/Human Resources is responsible for:

- Designating the location of an official bulletin board;
- Complying with all legal posting requirements;
- Assuring the establishment and maintenance of an easily and regularly accessible official bulletin board for all employees of the Union; and
- Making information on the official bulletin board accessible to employees who request an accommodation.

The official bulletin board will contain all required documents and may contain informational documents.
The official bulletin board shall contain information related to the following:

- EEO is the Law
- Kansas Law
- Equal Opportunity in Public Accommodations
- K-State Student Union’s Discrimination, Harassment, Sexual Violence, and Stalking Policy
- Workers' Compensation
- Minimum Wage
- Employee Right to Communicate or Whistleblower's Act
- K-State Student Union’s List/Location of Services
- K-State Student Union’s Resources List/Location of Services
- Americans With Disabilities Act Notice to the Public
- Your Rights Under the Family and Medical Leave Act
- K-State Student Union’s Family and Medical Leave Policy
- K-State Student Union’s Threat Management Policy
- Unemployment Insurance Law
- Child Labor - Notice of Hours
- Your Rights Under the Uniformed Services Employment and Reemployment Rights Act
- K-State Student Union’s Emergency Phone Numbers
- Official Bulletin Board Sign

The following informational documents are beneficial for posting; however, they are not required and may not be posted:

- K-State Student Union Employment Opportunities
- Yearly Holiday Schedule
- Employee Relations and Training Program Announcements

Contact the human resource office with any questions or for further information at (785) 532-6577.
3000 General

3050 Dress and Appearance

.010 Introduction

Employees are the “face” of the K-State Student Union. Therefore, employees should show pride in their appearance with good taste and decency. Good hygiene is mandatory to present a good image for the Union. Attire and appearance must be neat, clean, modest and appropriate for the work being performed and the setting in which the work is performed. Clothing, hair, hands, and nails should always be clean and neat. Other distracting elements such as body odor or excessive perfume or cologne are subject to this policy. When in doubt, an employee should not wear the item until they have consulted with their supervisor.

As representative of the Union, all staff must wear the Union identification badge at all times while at work. The badge must be prominent and visible. It must be worn at jacket-lapel height. Badges should not be worn at waist-level. Identification badge exemption: Some Union employees may be issued uniforms to be worn when performing work assignments. If the uniform displays an employee’s name prominently at jacket-lapel height, a Union identification badge is not necessary. Employees who are issued uniforms are expected to wear them while on duty.

.020 Acceptable/Unacceptable Appearance and Attire

The following rules apply to all employees, regardless of gender. This listing is not all-inclusive.

<table>
<thead>
<tr>
<th>TOPS</th>
<th>ACCEPTABLE</th>
<th>UNACCEPTABLE</th>
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</thead>
<tbody>
<tr>
<td>-Polo shirt/oxford shirt</td>
<td>-T-shirts/sweatshirts with prejudicial content,</td>
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<tr>
<td>-Collarless blouse/shirt</td>
<td>political statements, jokes, suggestive content</td>
<td></td>
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<tr>
<td>-Shirts w/unfinished bottoms (if tucked in)</td>
<td>or non-K-State apparel (ie. other universities)</td>
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<tr>
<td>-T-shirts/sweatshirts (Only if K-State related)</td>
<td>-Tank top/tube/halter top/crop top</td>
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<tr>
<td>-Sleeveless blouse</td>
<td>-Top that show a bare midriff</td>
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<tr>
<td><strong>BOTTOMS</strong></td>
<td><strong>ACCEPTABLE</strong></td>
<td><strong>UNACCEPTABLE</strong></td>
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<tr>
<td>-Sweater/cardigan</td>
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<td>-Blazer/sport coat/jacket</td>
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<td>-Union-issued uniform</td>
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<tr>
<td>-Fishnet/mesh shirt</td>
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<tr>
<td>-Strapless top/dress</td>
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<tr>
<td>-Spaghetti straps</td>
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<tr>
<td><strong>FOOTWEAR</strong></td>
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<tr>
<td>-Casual pants</td>
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<tr>
<td>-Casual skirt at least fingertip-length or longer</td>
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<td></td>
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<tr>
<td>-Jumper</td>
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<tr>
<td>-Pant Suit</td>
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<tr>
<td>-Capris that cover the knee or longer</td>
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<tr>
<td>-Mini skirts</td>
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<tr>
<td>-Athletic warmup/jogging suit/sweat pants</td>
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<tr>
<td>-Coveralls/overalls (unless appropriate for the work assignment)</td>
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<tr>
<td>-Strapless dress</td>
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<tr>
<td>-Shorts</td>
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<tr>
<td>-Cutoffs</td>
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<tr>
<td>-Any garment which hangs below the waistline exposing undergarments or body</td>
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<tr>
<td>-Tight fitting jeans/slacks/pants/skirts/shorts, etc.</td>
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<tr>
<td><strong>HEADGEAR</strong></td>
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<tr>
<td>-Sneakers/tennis shoes</td>
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<td>-Sandals</td>
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<tr>
<td>-Boating/deck shoes</td>
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<tr>
<td>-Flat shoes/loafers</td>
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<tr>
<td>-Boots (hiking, cowboy)</td>
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<tr>
<td>-Dressy flip-flops</td>
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<tr>
<td>-Casual, beach-type flip-flops</td>
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<tr>
<td>-Shower sandals</td>
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<tr>
<td>-Bare feet</td>
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<tr>
<td>-Shoes w/cleats, spikes or taps</td>
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<td></td>
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<tr>
<td>-Slippers</td>
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<td></td>
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<tr>
<td>-Shoes extremely worn in appearance</td>
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<tr>
<td><strong>JEWELRY</strong></td>
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<tr>
<td>-Head covering due to religious beliefs</td>
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<tr>
<td>-Hat/baseball cap (Unless supervisor-approved)</td>
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<tr>
<td>-Handkerchief/bandanna/sweatband</td>
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<tr>
<td>-Shower cap</td>
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<tr>
<td>-Hair net (Unless work specific)</td>
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<tr>
<td>-Excessive piercings (TBD by department head and Assistant Director/Human Resources)</td>
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<td>-Chains attached to wallets</td>
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<td><strong>HAIR APPEARANCE</strong></td>
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<tr>
<td>-Clean and neatly presented hair; includes facial hair</td>
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<tr>
<td>-Ungroomed hair/facial hair/sideburns</td>
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<tr>
<td><strong>MISCELLANEOUS</strong></td>
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<td>-ID badge (Must be worn at all times while on duty)</td>
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<tr>
<td>-Perfume/cologne (If used in moderation)</td>
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<tr>
<td>-Tattoos</td>
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<tr>
<td>-Wrinkled/faded/soiled/torn/ragged clothing with holes</td>
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<tr>
<td>-Gang-related symbols, phrases, or insignias</td>
<td></td>
<td></td>
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<tr>
<td>-Bathing suit</td>
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<td></td>
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<tr>
<td>-Scanty or see-through attire</td>
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<tr>
<td>-Sunglasses (Unless worn outside)</td>
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<tr>
<td>-Tattoos that are offensive, suggestive or condoning illegal activities</td>
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</table>
Note: There may be exceptions to each rule, subject to department head pre-approval.

.030 Policy
Employees not meeting these standards will not be permitted to work and may be asked to correct the problem. Time away from work to change clothing is not considered paid time. Therefore, employees will need to clock out before leaving work. Employees not meeting these standards may result in disciplinary action up to and including termination of employment.

.035 Business Casual Attire for Administrative Staff
Business casual attire is expected for staff working in all Union administrative office settings. The following are considered administrative offices: Business office, Director’s office, Human Resource office, ID Center, Marketing, and Programs (UPC). Shorts at any length are not considered appropriate attire. Jeans for administrative office staff may only be worn on Fridays or other days that are pre-approved by the department head. It is not appropriate for unclassified staff to wear jeans unless necessary to perform job functions.

.040 Reasonable Accommodations
The Union recognizes the importance of individually-held religious beliefs and practices. It also recognizes accommodations may be needed for persons with a disability, and/or medical condition. The Union will reasonably accommodate, whenever possible, instances due to religious beliefs, disability and/or medical condition in terms of workplace attire unless the accommodation creates an undue hardship for the Union or compromises safety. Reasonable accommodations should be consistent with the business necessity and safety rules to ensure professional appearance and safety to all Union employees and the public.

.050 Procedures
The human resource department as well as supervisors should communicate workplace attire and grooming guidelines during the orientation/onboarding and evaluation period. The supervisor is expected to meet with employees confidentially if an employee is in violation of the policy. The employee should have an opportunity to discuss the matter and provide possible solutions. If the employee needs accommodations for religious beliefs or practices, disabilities, or a medical condition, the supervisor should assure the employee that reasonable accommodations may be made if it does not pose an undue hardship to the Union. The supervisor will consult with the Assistant Director/Human Resources in determining a final decision as it pertains to the requested accommodation.

.060 Questions
Questions or concerns should be addressed to the Assistant Director/Human Resources at (785) 532-6577.
3000 General

3051 Social Media

.010 Introduction

.020 Policy

.030 Kansas Board of Regents (KBOR) Social Media Policy

.040 Steps in the Process

.050 Questions

.010 Introduction
The K-State Student Union social media policy closely mirrors the university and Kansas Board of Regents’ (KBOR) policy.

.020 Policy
Before any employee of the Union is suspended without pay or terminated for cause by the Executive Director for being found to have made any improper use of social media under the Union’s policy, it must first be determined and applied in a manner that is consistent with the first amendment of the U.S. Constitution. This determination is made by the Executive Director in consultation with the Union Assistant Director/Human Resources and university general counsel.

.030 Kansas Board of Regents’ (KBOR) Social Media Policy
In keeping with the Kansas Board of Regents’ commitment to the First Amendment and principles of academic freedom, the Board supports the responsible use of existing and emerging communications technologies, including social media, to serve the teaching, research, and public service missions of the state universities. These communications technologies are powerful tools for advancing state university missions, but at the same time pose risks of substantial harm to personal reputations and to the efficient operation of the higher education system. The Board therefore believes it is prudent to adopt this policy on the proper – and improper – use of social media.

1. For purposes of this policy: “Social media” means any online tool or service through which virtual communities are created allowing users to publish commentary and other content, including but not limited to blogs, wikis, and social networking sites such as Facebook, LinkedIn, Twitter, Flickr, and YouTube; “social media” does not include e-mail sent to a known and finite number of individuals, or non-social sharing or networking platforms such as Listserv and group or team collaboration worksites.
2. Authorship of content on social media in accordance with commonly accepted professional standards and in compliance with all applicable laws and university and Board policies shall not be considered an improper use of social media in the following contexts:
   - academic research or other scholarly activity;
   - academic instruction within the instructor’s area of expertise; and
   - statements, debate, or expressions made as part of shared governance and in accordance with university policies and processes, whether made by a group or individual employee.

3. The United States Supreme Court has held that public employers generally have authority to discipline their employees for speech in a number of circumstances, including but not limited to speech that:
   - is directed to inciting or producing imminent violence or other breach of the peace and is likely to incite or produce such action;
   - when made pursuant to (i.e. in furtherance of) the employee’s official duties, is contrary to the best interests of the employer;
   - discloses without lawful authority any confidential student information, protected health care information, personnel records, personal financial information, or confidential research data; or
   - subject to the balancing analysis required by the following paragraph, impairs discipline by superiors or harmony among co-workers, has a detrimental impact on close working relationships for which personal loyalty and confidence are necessary, impedes the performance of the speaker’s official duties, interferes with the regular operation of the employer, or otherwise adversely affects the employer’s ability to efficiently provide services.

In determining whether the an employee’s communication is actionable under subparagraph iv, the interest of the employer in promoting the efficiency of the public services it performs through its employees must be balanced against the employee’s right as a citizen to speak on matters of public concern.

4. When determining whether a particular use of social media constitutes an improper use, the following shall be considered: academic freedom principles referenced in subsection b.2.* (See end of section for academic freedom principles.), the employee’s position within the university, whether the employee used or publicized the university name, brands, website, official title or school/department/college or otherwise created the appearance of the communication being endorsed, approved or connected to the university in a manner that discredits the university, whether the communication was made during the employee’s working hours or and whether the communication was transmitted utilizing university systems or equipment.

5. The chief executive officer of a state university, or the chief executive officer’s delegate, has the Authority to make use of progressive discipline measures pursuant to Board or university policy, up to and including suspension, dismissal and termination, with respect to any faculty or non-student staff member who is found to have made an improper use of social media. Existing university grievance and review processes shall apply to any such action.
This policy on the use of social media shall be construed and applied in a manner that is consistent with the First Amendment and academic freedom principles and shall apply prospectively from its the date of its original adoption by the Kansas Board of Regents on December 18, 2013.

* Academic freedom principles:
Authorship of content on social media in accordance with commonly accepted professional standards and in compliance with all applicable laws and university and Board policies shall not be considered an improper use of social media in the following contexts:
- academic research or other scholarly activity;
- academic instruction within the instructor’s area of expertise; and
- statements, debate, or expressions made as part of shared governance and in accordance with university policies and processes, whether made by a group or individual employee.

.040 Steps in the Process
- The Executive Director determines that there is a need for review of an incident for potential violation of the Union policy that might warrant suspension without pay or termination for cause. The employee shall be notified in writing of such alleged violation.
- The Executive Director contacts the Assistant Director/Human Resources and the university general counsel.
- The Executive Director and Assistant Director/Human Resources review the issue and propose disciplinary action in accordance with this procedure. Clear rationale must be used to determine whether the conduct violates the policy and whether the proposed action is consistent with First Amendment and academic freedom principles.
- The university general counsel is to provide advice on the pertinent legal issues related to the policy.
- The Executive Director will make a decision within 30 calendar days of receiving notice of the need to review.
- The employee will receive written notification of any ruling.
This policy does not preclude an employee from using the grievance procedures defined by other Union policies if and when they are applicable.

.050 Questions
Questions should be addressed to the director’s office at (785) 532-6591.
As a condition of employment at the K-State Student Union, all employees must agree to abide by the university’s Intellectual Property policy. Additionally, all employees must sign the university’s Intellectual Property Agreement. The human resource department explains the policy and provides the agreement for signature to all new employees during New Employee Orientation. The signed agreement will be filed in each employee’s personnel file.

The following is the university’s Intellectual Property Policy, 7095.

.010 Introduction

This document describes Kansas State University's policies and associated institutional procedures for intellectual property. These policies and procedures were approved by the University Faculty Senate on May 15, 2002.
.020 Purposes

One purpose of this intellectual property policy is to foster both the development and the dissemination of useful creations, products or processes. The creation of products and materials is encouraged by providing a mechanism for rewarding their creators. Dissemination of products and materials is encouraged by providing for their protection, thus making their commercial development and public application attractive with the intent of providing the most benefit for society.

A second purpose of this policy is to clarify individual rights and institutional rights associated with ownership and with the distribution of benefits that may derive from the creation of various types of intellectual property.

.030 Applicability

This policy applies to all full or part-time employees, including students, who create intellectual property related to the scope of their employment while under contract with Kansas State University. This policy also clarifies rights pertaining to student academic creations.

This policy applies only to intellectual property created or disclosed after the effective date of the policy (May 15, 2002).

.040 Rights, Responsibilities and Liabilities

Ownership of intellectual property implies responsibility and liability as well as the right to control its use. The owners of intellectual property as described in this document will take reasonable precautions to assure the proper use of materials for which others hold ownership.

.050 Copyrights

Ownership of the various rights associated with copyright is dependent upon the specific type of intellectual property. Creators retain all rights to copyrightable works, unless subject to the conditions discussed in this section.

Kansas State University asserts a limited ownership interest in some of the various rights as set forth below. Since the University has a fiduciary responsibility for the appropriate use of state funds, unless otherwise provided for under this policy, Kansas State University owns rights associated with works produced as "Works made for hire" or other works that make "substantial use of institutional resources" (see .110 Definitions).

A. Artistic and Scholarly Works

Regardless of any use of institutional resources or the "work made for hire" principle, the ownership of textbooks, scholarly monographs, trade publications, maps, charts, articles in popular magazines and newspapers, novels, nonfiction works, supporting materials, artistic works, syllabi, lecture notes, and
like works will reside with the creator(s) and any revenue derived from their work will belong to the creator(s). Except for textbooks, Kansas State University will have royalty-free use of the work within the institution unless otherwise agreed in writing.

In its interpretation of scholarly works, Kansas State University includes those presented at professional meetings and/or electronically distributed. World Wide Web pages, transparencies for projection, electronic presentations, etc., of scholarly activity remain the property of the creator as stated in this section. See Section .050 Copyrights, C. Manuscripts for Academic Journals paragraph 4 for policies governing underlying data upon which these presentations are based.

B. Mediated Courseware (see .110 Definitions)

Self-initiated Mediated Courseware

Individual Effort

When a creator of courseware develops an idea for a new course or changes an existing course without "substantial use of institutional resources" and without being "institution-directed" (see .110 Definitions) the ownership of both the intellectual content and the presentation will remain with the employee.

Normally, no royalty, rent or other consideration will be paid to the employee when that mediated courseware is used for instruction at Kansas State University and such mediated courseware will not be used or modified by other Kansas State University staff without the consent of the creator. Until the creator either resigns or retires from Kansas State University, the creator will not sell, lease, rent or otherwise use the courseware in a manner that competes with for-credit or revenue-producing offerings of Kansas State University unless that use has received the approval of the department/unit head and dean/director.

Approval to offer the courseware outside of the institution can be requested through the department/unit head and dean/director. Approvals will be forwarded to the provost. If approval is granted and the creator uses substantial institutional resources to offer the courseware, then the creator will reimburse Kansas State University. As owner of the materials, the creator is responsible for securing and maintaining any and all copyright permission related to the content or presentation of the courseware and for responding to any other legal actions resulting from the use of the material.

Use of Kansas State University Resources

When a creator of courseware develops an idea for a new course or changes an existing course without being "institution-directed" but with "substantial use of institutional resources" (see .110 Definitions), the University makes no claim to the intellectual content of the courseware. However, the ownership of the specific presentation or materials created will remain with Kansas State University. A written
agreement that specifies the respective contributions of the employee and of the support unit(s) should be prepared.

Normally no royalty, rent or other consideration will be paid to the employee when that mediated courseware is used for instruction at Kansas State University. Such mediated courseware will not be used or modified without the consent of the creator(s). If the creators wish to use the presentation or materials in a manner that competes with for-credit or revenue-producing offerings of Kansas State University, they must request and obtain the approval of their department/unit head and dean/director and also of the director of any and all support units that aided in the creation of the presentation. Approvals will be forwarded to the Provost. If approval is granted, Kansas State University, as owner of the copyright, will provide the creator with a limited license to use the material and will share revenues derived from offering the course in a manner similar to the sharing of royalties from patents.

The creator is responsible for securing and maintaining any and all copyright permission related to the intellectual content. The University will secure and maintain any and all copyright permission related to presentation of the courseware and to responding to any other legal actions resulting from the use of the presentation.

Institution-Directed Mediated Courseware

Mediated courseware belongs to Kansas State University when Kansas State University specifically directs the creation of mediated courseware by assigning one or more employees to develop the mediated courseware and supplies them with materials and time to develop the mediated courseware. Kansas State University will have the right to revise it and decide how mediated courseware may be utilized in instruction. The University will provide the resources to secure any and all copyright permissions related to the intellectual content or presentation. The University will retain and manage said copyright permissions. The University will be responsible for responding to any other legal actions resulting from the use of the material.

The institution may specifically agree to share revenues and control rights with the creator(s). At the time of the assignment, the Kansas State University administrator who has directed creation of courseware will inform the employee assigned to this task of the University's right of ownership. The employee may request an agreement on the sharing of revenue and control. If the employee and administrator cannot reach agreement, the matter may be reviewed by the Intellectual Property Advisory Committee.

C. Manuscripts for Academic Journals

Regardless of any use of institutional resources or the "work made for hire" principle, the ownership of manuscripts for publication in academic journals will reside with the creator(s) and any revenue derived from the works will belong to the creator(s).
If the manuscript is to be published, the creator(s) will request the right to provide the institution with a royalty-free license to use the manuscript within the institution in its teaching, research, and service programs, but not for external distribution and, if successful, the creator(s) will grant such right to the institution.

Upon the establishment of national governmental or nonprofit entities whose purpose is to maintain, in an electronically accessible manner, publicly available copies of academic manuscripts, the Kansas Board of Regents will review each entity and upon determination that providing the manuscripts will not jeopardize the publication of articles nor infringe on academic freedom, will require the creator(s) to provide to the appropriate entity a limited license for the use of each manuscript.

Ownership, as described in sections A and C, is limited to the scholarly work and does not extend to data or other scholarly information which the creator may have collected or obtained during the course of the project or to other creations which may be based on the same scholarly information. If the creator's project is supported by funds or other resources from agencies external to Kansas State University, the ownership and location of the scholarly information will be determined by the agreement between Kansas State University and the agency, or by the published requirements of the agency. In the absence of such requirements or agreements and for projects that receive no external support, the data and other scholarly information collected as a result of the scholarly activity of a Kansas State University employee will remain the property of Kansas State University and will reside physically at the University.

D. Copyrightable Software

The rights to software included in mediated courseware will be determined pursuant to Section B of .050 Copyrights in this document. However, the rights to all other copyrightable software will be determined pursuant to Kansas State University's marketable software policy. (See .070 Marketable Software).

E. Student Academic Creations

The ownership of student works submitted in fulfillment of academic requirements will be with the student, except when the student collaborates with faculty or staff to create works as part of research or development activities. By enrolling in the institution, the student gives the institution a nonexclusive royalty-free license to mark on, modify, and retain the work as may be required by the process of instruction. The institution will not have the right to use the work in any other manner without the written consent of the creator(s). Students are responsible for obtaining and maintaining copyright permissions related to their creations.

This ownership is limited to the creation of the student and does not extend to data or other scholarly information the student may have collected or obtained during the course of a project or to other creations which may be based on the same scholarly information. If the student's project is supported
by funds or other resources from agencies external to Kansas State University, the ownership and location of the scholarly information will be determined by the agreement between Kansas State University and the agency or by the published requirements of the agency. In the absence of such requirements or agreements and for projects that receive no external support, the data and other scholarly information collected as a result of the student academic creation will remain the property of Kansas State University and will reside physically at the University.

.060 Patents

A. General Provisions

The rights to patentable inventions resulting from University-sponsored research will be assigned to the Kansas State University Research Foundation. The Foundation is a nonprofit corporation, chartered under the laws of the state of Kansas, for the purpose of promoting research and developing and managing intellectual property at Kansas State University. The Foundation may, at its discretion, waive its rights in favor of the inventor. If it retains the rights, the Foundation will execute an agreement with the inventor(s) providing for royalty payments on income derived from the patent.

The term "University-sponsored research" includes not only research covered under an official University research contract, but also any research-like activity or other creative endeavor carried out by employees in the course of their official duties or responsibilities, or any activity that makes "substantial use of institutional resources" (see .110 Definitions).

Modification of provisions of .060 Patents may be made by the University to conform to the requirements of the United States Government when contracting with the United States Government or a federal government agency.

B. Patentable Inventions

Disclosure

Based on the provisions of this policy the creator(s), along with the department head, director, or dean, will make an initial determination of the commercialization and marketability potential of an invention or discovery. Where such potential is deemed to exist, the creator(s) will present a Disclosure of Intellectual Property to the Intellectual Property Advisory Committee (IPAC), which will recommend whether or not the Kansas State University Research Foundation should pursue a patent application on the subject invention. Upon consideration of the IPAC’s recommendation, the Foundation is free to pursue a patent application or to waive its rights to the invention subject to the rights of any sponsor. The creator(s) will be notified of the Foundation's decision to pursue patent application or waive its rights, within three months of submission of the disclosure to IPAC. If rights are waived by the Foundation, or if a patent application is not initiated within six months of the disclosure, the creator(s) will be free to patent the invention or publish any of the data pertaining to the disclosure. In such case, however, the University does not relinquish its rights to the data obtained in the research project.
Assignment/Sharing of Revenues

When any revenue is obtained by the Foundation from the assignment or licensing of any patent, not less than twenty-five (25) percent of revenues will be paid to the inventor(s). This revenue sharing will begin only after the Foundation recoups its out-of-pocket costs uniquely associated with patenting the invention. The remainder of any shared revenue, less a portion that may be retained by the Foundation to fund its operation, will be used to sponsor further research and research-related activities in the University. The Foundation underwrites all costs of obtaining a patent and of legal counsel retained for that purpose.

In the case of projects sponsored in part by an outside party or individual, a written contract will be made between Kansas State University and the cooperating agency and will include a statement of policy regarding patents substantially equivalent to that outlined in Kansas State University's Standard Memorandum of Agreement in Chapter 7010 Pre-Awards of the Kansas State University Employee Policy and Procedure Manual.

In the case of a research project where all costs, including overhead, salary of the investigator, reasonable rent on the use of equipment, etc. are paid by an outside party, the outside party and the University may negotiate the allocation of all patent rights prior to the provision of any funding by the outside party. The University will reserve the rights of the creator(s) to publish all data of fundamental value to science and technology.

C. Patentable Software

Some software embodies algorithms that can be the subject of a patent, which provides broader protection than copyright but at a greater expense. Any software that may fall into this category should be treated as an invention, and handled by its inventor, the University, and the Foundation as described in the paragraphs that apply to patentable inventions above.

D. Other Intellectual Property

Intellectual property may exist in the form of material that is not patentable, but which by its nature can be protected. An example of this would be anything produced from a biological material harvested from a unique, continually-growing culture. This type of intellectual property may be protectable, and revenue may be generated by licensing agreements with parties interested in commercial production. This type of intellectual property is to be treated by its creator, the University and the Foundation in the same fashion as described above for patentable inventions.

.070 Marketable Software

Software is another form of intellectual property covered by this policy.
When software embodies algorithms that can be the subject of a patent, it should be treated as an invention, and handled by its inventor, the University, and the Foundation as described in the paragraphs that apply to patentable inventions in Section .060 Patents, B. Patentable Inventions above.

Software that falls into the mediated courseware category will be covered by the Section .050 Copyrights, B. Mediated Courseware above.

Software that is to be distributed with textbooks as supporting material will be covered by the Section .050 Copyrights, A. Scholarly and Artistic Works above.

Software that may be marketed or commercialized and is not covered by any of the above three circumstances will be covered as follows.

Assignment of Rights

The rights to software resulting from "University-sponsored research" will be assigned to the Kansas State University Research Foundation. The Foundation may, at its discretion, waive its rights in favor of the creator. If it retains the rights, the Foundation will execute an agreement with the creator(s) providing for royalty payments on income derived from the software.

Disclosure of Software

Based on the provisions of this policy the creator(s), along with the department head, director, or dean, will make an initial determination of the commercialization and marketability potential of software resulting from University-sponsored research. Where such potential is deemed to exist, the creator(s) will present a Disclosure of Software to the Intellectual Property Advisory Committee. The committee will establish a projected market value of the software. If that projected market value is in excess of $10,000 annually, it will recommend to the Foundation that it register a copyright for the software, and manage the commercial interests of the software. The Foundation is free to follow the recommendation of the Advisory Committee, or to waive its rights to the software. If rights are waived by the Foundation, the creator is free to pursue the commercialization of the software. In such case, however, the University does not relinquish its right to the data obtained in the research project.

Allocation of Costs and Revenues

When any revenue is obtained by the Foundation from the assignment or licensing of any software, not less than twenty-five (25) percent of revenues will be paid to the creator(s). This revenue sharing will begin only after the Foundation recoups its out-of-pocket costs uniquely associated with protecting the software. The remainder of any shared revenue, less a portion that may be retained by the Foundation to fund its operation, will be used to sponsor further research and research-related activities in the University.
In the case of cooperative research sponsored in part by an outside corporation or individual, a written contract will be made between the institution and the cooperating agency and will include a statement of policy regarding software generated in the research project substantially equivalent to that outlined in Kansas State University's Standard Memorandum of Agreement in Chapter 7010 Pre-Awards of the Kansas State University Employee Policy and Procedure Manual.

In case of a research project where all costs including overhead, salary of the investigator, reasonable rent on the use of equipment, etc. are paid by an outside party, the outside party and the University will negotiate the allocation of the rights to all software generated in the research project prior to the provision of any funding by the outside party. The University will reserve the rights of the creator(s) to publish all data of fundamental value to science and technology.

.080 Trademarks and Service Marks

To protect its name and the institution, the University has registered its own name and associated trademarks and service marks. The rights given to these trademark and service mark registrations are maintained and managed by the Kansas State University Office of University Relations and Licensing. Outside of trademarks identifying the institution, the University may seek legal protection for trademarks that identify products and/or services that are offered by units of the University system. In the event that a trademark is designed for University use only, the University will maintain its rights to the trademark and manage the legal protection of the trademark.

If a trademark or service mark presents foreseeable commercial applications (i.e., licensing to a third party) and the mark relates to a product or service that is not clearly a part of the University's operations, the mark will be referred to the Intellectual Property Advisory Committee, which will review the mark's commercialization or marketability potential. If no such potential appears to exist and there has been no substantial use of institutional resources, the creator of the mark will retain the rights, subject to the rights of any sponsor.

.090 Institutional Procedures

A. Process

Based on the provisions of this policy the creator, along with the department head, director, or dean, will make an initial determination of the potential of intellectual property for commercialization and marketability. Where such potential is deemed to exist, the matter will be disclosed to the Intellectual Property Advisory Committee.

Employee Intellectual Property Agreement

Employment contracts and agreements will include a formal notice of and acceptance of the Kansas Board of Regents and Kansas State University intellectual property policies (see Attachment .150 Intellectual Property Agreement). In the case of unclassified employees, the next annual contract
following adoption of this policy will include the Intellectual Property Agreement. For Union Support Staff, the Intellectual Property Agreement will be distributed for a signature and included in the employee's personnel records. Student employees will be given the Intellectual Property Agreement to sign at or before the time they enter into employee status.

Catalog Statements

The Kansas State University Undergraduate Catalog and Graduate Catalog will include prominently positioned statements on intellectual property policy (see .100 Statements for Student Catalogs).

Dispute Resolution

The Vice President for Research acts as designee of the President. The Vice President's decision on matters submitted from the Intellectual Property Advisory Committee (IPAC) will constitute final administrative action for purposes of the General Grievance Board Procedure. In the event a grievance is filed, procedures in Appendix G, of the University Handbook will govern. If no grievance is filed, the decision of the Vice President for Research will constitute final agency action. Resolution of disputes with the Kansas State University Research Foundation (KSURF) can be sought by contacting the Intellectual Property Advisory Committee, the Chair of the Board of Directors of KSURF, the faculty members or other University members who serve on KSURF's Board of Directors, and officers of KSURF.

B. Intellectual Property Advisory Committee

The Intellectual Property Advisory Committee (IPAC) will be deemed advisory to the Vice President for Research. IPAC will review the technical merit and also the market and commercial potential of inventions, discoveries, and creations developed within the Kansas State University community by employees and students. IPAC will be appointed by the President and will consist of at least eight members plus the Vice President for Research or his/her designee, who will serve as chair. Members will be chosen to assure expertise appropriate to the charge of the committee.

General Procedures

When existing or proposed material subject to copyright or trademark protection appears to have commercial potential, the creator will submit an inquiry to the Intellectual Property Advisory Committee to obtain a determination on marketability and to begin the process of assignment of rights. In the case of materials that may be protected under copyright or trademark law, the committee's review is discretionary rather than mandatory. In the case of patents and discoveries, all inventions are to be disclosed to and submitted to the committee.

In the event that intellectual property matters referred to the Intellectual Property Advisory Committee show a University ownership interest and commercial potential, the committee will recommend
appropriate allocations of ownership, revenues or royalties, and control of ancillary rights based on this policy.

Recommendations of the Intellectual Property Advisory Committee will be forwarded to the Vice President for Research. The Vice President's decision on matters submitted from the committee will constitute final administrative action. The Vice President or his/her designee will promptly notify the creator(s) of the IPAC decision. Recommendations to pursue intellectual property protection and licensing will be forwarded to the Kansas State University Research Foundation.

Discretionary Procedures

When students and employees create intellectual property outside the scope of this policy, they may still disclose it to the Intellectual Property Advisory Committee. The Advisory Committee can recommend confirmation of independent ownership, and the creator may then negotiate with the Kansas State University Research Foundation or the University to act on their behalf to protect the intellectual property. The Intellectual Property Advisory Committee provides a no-cost avenue for a first evaluation of such property. The Foundation provides a no-upfront-cost avenue for securing protection of the property if the Foundation is interested in it. It is strongly encouraged that any situation involving intellectual property that is not clearly outside the scope of this policy should be reported to the Intellectual Property Advisory Committee. It can recommend a determination concerning policy applicability that can unquestionably release the creator of such property from any further obligation to the University in regards to that property.

C. Ownership and Management

Copyrights: Copyrights in which the University has a property interest will be deemed "University property" regardless of the allocation of ownership and royalty interests, and will be managed by the University.

Patents: Patents and discoveries in which the University has a property interest will be assigned to and managed by the Kansas State University Research Foundation regardless of the allocation of ownership and royalty interests.

Trademarks and Service Marks

Ownership of "University" trademarks or service marks resides with the University and is managed by the Office of University Relations and Licensing.

Ownership of marks that are clearly separate product or service marks but in which the University has a property interest will be assigned to either the Kansas State University Research Foundation or the Office of University Relations and Licensing for management, regardless of the allocation of ownership and royalty interests.
Base Royalties

Those who create or discover intellectual property in which the University claims an ownership interest will be entitled to no less than a twenty-five (25) percent share of allocated royalties.

.100 Statements for Student Catalogs

Intellectual Property Statements for Undergraduate and Graduate Catalogs

Student Academic Creations

Under Kansas State University and Kansas Board of Regents policies, copyrightable materials created by students in fulfillment of academic or course requirements are considered the property of the student, except when the student collaborates with faculty or staff to create works as part of research or development activities. The University retains a license (permission) to mark, modify, handle, and retain the work as required for instructional or record-keeping purposes. The University cannot use the work in other ways without the consent of the student.

Student Employees

Kansas State University retains an ownership interest in creations, inventions, and discoveries developed by students within the scope of their duties as employees of the University. Full details may be found in the Intellectual Property Policy of the Kansas Board of Regents and the Intellectual Property Policy of Kansas State University. The Kansas State University Intellectual Property Policy may be found online at http://www.ksu.edu/policies/ppm/7000/7095.html in the KSU Employee Policy and Procedure Manual. The Kansas Board of Regents policy may be found at http://www.kansasregents.org/policies_procedures.html.

.110 Definitions

Institution-Directed: Work is institution-directed when the assignment is made to an employee in the normal course of his/her employment.

Mediated Courseware: Mediated courseware is defined as teaching aids, instructional modules, and full courses dependent on electronic media for application, presentation, delivery, and/or distribution. Mediated courseware may incorporate text, graphics, video, and audio elements. Examples of such materials include, but are not limited to, hypertext modules, interactive lessons, simulation software, web sites, web pages, listservs and databases containing numbers, images, or text.

Substantial Use of Institutional Resources: Substantial use of institutional resources will mean that for the project that produced the intellectual property the creator received staff, salary or material support beyond that normally provided to the creator at Kansas State University. Should a question arise about
whether support is beyond the norm, a written statement will be obtained from the unit leader (department or division head, dean, director, etc.) concerning the level of use of Kansas State University support and facilities.

University-Sponsored Research (Applies only to Section .060 Patents): The term "University-sponsored research" includes research covered under an official University research contract and any research-like activity or other creative endeavor carried out by employees in the course of their official duties or responsibilities, or any activity that makes substantial use of institutional resources.

Work for Hire/Work Made for Hire (Applies only to Section .050 Copyrights): The meaning of the phrase "work for hire" is an important part of the Board of Regents' policy. As used in the Kansas State University implementation, work for hire/work made for hire is defined by the 1976 Copyright Law and by the court cases in which this term has been clarified. The 1976 Law states:

A "work made for hire" is

(1) a work prepared by an employee within the scope of his or her employment; ...

While the definition is not precise, the term has been defined as well as it can be for general situations in legislation and court cases since 1909. Thus, in implementing the Board of Regents policy, Kansas State University will use a definition of work for hire/work made for hire that is consistent with court cases and legislation related to the 1909 and 1976 copyright laws.

.120 Questions

Any questions should be referred to the K-State Research Foundation at (785) 532-5720 or at tech.transfer@ksu.edu.
.130 Intellectual Property Agreement

Intellectual Property Agreement
Kansas State University

Preamble

The Intellectual Property Policy adopted in November 1998 by the Kansas Board of Regents (KBOR) requires that employment contracts or agreements of all Kansas State University employees, including part-time and student employees, will include a formal notice of and acceptance of the Kansas Board of Regents and Kansas State University policies on intellectual property. This form serves as that notice and acceptance. It is completed at the time of initial employment. The original copy will be retained in the employee’s personnel records.

One purpose of these intellectual property policies is to foster both the development and the dissemination of useful creations, products or processes. The creation of products and materials is encouraged by providing a mechanism for rewarding their creators. Dissemination of products and materials is encouraged by providing for their protection, thus making their commercial development and public application attractive with the intent of providing the most benefit for society. A second purpose of these policies is to clarify individual rights and institutional rights associated with ownership and with the distribution of benefits that may derive from the creation of various types of intellectual property.

The Kansas State University Intellectual Property Policy may be found online in the university Employee Policy and Procedure Manual at www.k-state.edu/policies/ppm/7000/7095.html. The Kansas Board of Regents policy may be found at www.kansasregents.org/policies_procedures.

Statement of Agreement:

I agree to abide by the stipulations and procedures set forth in the intellectual property policies of Kansas State University and the Kansas Board of Regents, and I agree to assign and do hereby assign to the university my right, title, and interest in inventions resulting from my employment as required by those policies.

I will not enter into any agreement creating patent, copyright, or trademark interests or obligations that is in conflict with Kansas Board of Regents and K-State policies.

__________________________________   K-State Student Union 3670009280
Signature        Department/Unit

__________________________________   _____________________________
Name (Please Print)       Date
3000 General

3060 Cell Phones/Smart Phones

.010 Introduction

.020 General Use While On Duty

.030 Use While Driving Company Vehicle

.040 Use For Business Purposes

.050 Questions

.010 Introduction

While on duty for the K-State Student Union, employees are expected to exercise discretion when using personal cell phones-smart phones. The Union will not be liable for the loss or damage of cell phones-smart phones brought into the workplace.

.020 General Use While on Duty

Excessive calls, texts, use of social media and games on a cell phone-smart phone, etc. during the workday can interfere with employee productivity and be distracting to others. The use of a cell phone-smart phone during work time should be limited to meals or break times whenever possible. Flexibility will be provided in circumstances demanding attention. When circumstances dictate, an employee will seek guidance from the supervisor. Cell phones-smart phones, whether used for work or personal business, will not be used in any unsafe work situation at the Union. This includes but not limited to construction areas, near machinery or chemicals, etc.

.030 Use While Driving Company Vehicle

The safety of Union employees is extremely important. Any employee who operates a company vehicle will not use a cell phone-smart phone while driving unless utilizing a hands-free device. If a hands-free device is not available, the employee will pull over in a safe location to use a cell phone-smart phone.

.040 Use For Business Purposes

For their own convenience, employees may use a cell phone-smart phone for business purposes. The Union does not require communication with an employee when that communication must be conducted via a cell phone-smart phone. To this end, employees are not reimbursed for costs associated with the use of a cell phone-smart phone unless prior approval has been received from the Executive Director.

.050 Questions

Questions should be directed to the human resource office at (785) 532-6577.
3200 Accounting

3210 Property Inventory

.010 General Information

.020 Responsibilities

.030 Off Site Use of Union Property

.040 Disposition of Property

.050 Disposal of Computers and Other Electronic Storage Devices

.060 Questions

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.010 General Information

The K-State Student Union Assistant Director/Director of Business Services is responsible for maintaining a fixed asset record of all fixed and moveable property of the Union. The fixed asset record shall be based on a physical inventory and shall be charged with all acquisitions of fixed assets and shall be reduced by all dispositions of fixed assets.

Items commonly referred to as equipment, furniture, fixtures, machinery, vehicles, building and improvements thereto, and with a unit cost of at least $500, and with a life expectancy of more than one year, are considered fixed assets.

All fixed assets belonging to the Union must be included in the fixed asset record and must have a unit cost shown, regardless if it was purchased, manufactured by the Union, or received as a gift. Gifts or grants of fixed assets shall be included in the record. Fixed assets manufactured, assembled or constructed by the Union shall be included in the fixed asset record. The total cost of materials and labor to manufacture, assemble or construct the item shall be the Asset Unit Cost.

.020 Responsibilities

All Union employees have stewardship responsibilities for Union assets assigned to them or otherwise in their control.

The department head is responsible for promptly reporting any and all changes of property to the Union’s Assistant Director/Business Services.

.030 Off Site Use of Union Property

Use of Union property (regardless of the unit cost) away from the Union or an officially designated work location by an employee must be approved by the department head.
The property is to be used for Union work-related purposes only and not for the employee's own or another's personal use or gain.

The employee will use ordinary care in handling and safekeeping of the property; will not permit any other persons to possess, obtain, or maintain the property and the property will be returned to the Union in satisfactory condition, which means in as good a condition as it was when provided to the employee, less any reasonable wear and tear.

Any damage, loss, or liability resulting from the employee's failure to use such ordinary care is the sole responsibility of the employee. To the extent due to such failure, the employee shall be responsible for repair and/or replacement costs of any property not returned in satisfactory condition.

The employee shall promptly report any damage or loss of the property to the department head, and will not make any repairs, restorations, or otherwise alter the property, without the prior written consent of the Union.

If the employee will not be using the property or otherwise will be or is absent or away from the property for an extended period of time, the employee shall make arrangements for the return of the property to the Union prior to such time.

The Union may recall the property immediately for any reason, and upon such recall the employee must immediately return the property.

.040 Disposition of Property
In order to fully utilize Union property, departments should exhaust all possible uses of property within the Union before declaring the property as surplus and requesting authorization for disposal.

.050 Disposal of Computers and Other Electronic Storage Devices
It is the responsibility of each department, with assistance from the Union information systems department, to ensure all sensitive information is removed from computers and other electronic storage devices before disposal.

.060 Questions
Any questions should be referred to the business office at (785) 532-6575.
**3220 Accounting**

**3220 Credit Card Processing**

.010 Introduction

.020 Credit Card Acceptance and Processing

.030 Credit Card Payment Processor

.040 Training

.050 Handling Credit Card Information

.060 Technologies Used to Process Credit Cards

.070 Payment Card Industry Requirements

.080 Settlement

.090 Chargebacks

.100 No Disclosure of Cardholder Information

.110 Questions

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**.010 Introduction**

This chapter provides guidance concerning the acceptance of credit cards in payment for fees, products and services at the K-State Student Union. This policy closely mirrors the university’s credit card processing policy.

**.020 Credit Card Acceptance and Processing**

The Union is responsible for installing any telephone line for credit card terminals. The acceptance of credit cards does not alter the need of an official receipt or other approved method of issuing a receipt and the depositing of receipts. Any Union department that accepts credit cards for payment will close the batch on any credit card terminal daily.

All technology implementation associated with the credit card processing must be in accordance with the Payment Card Industry Data Security Standards (PCI DSS), [https://www.pcisecuritystandards.org](https://www.pcisecuritystandards.org). The cost of equipment or other related measures for compliance to standards will be the responsibility of the Union.

The cost of processing credit cards (discount fees, interchange fees, etc.) will be paid for by the Union.
No employee of the university is to advance any cash to the cardholder in connection with the card transaction. Credit cards payments shall be used for the sole purpose of processing payment transactions for goods and/or services provided by the Union to the cardholder.

.030 Credit Card Payment Processor

The Union honors without discrimination valid credit cards properly tendered for use. Each sale the Union makes involving a credit card must be evidenced by a single sales data record completed with the sale date and the sale amount, and the information as required by the credit card processor.

In the case of when the payment is received by mail, telephone, or pre-authorized transaction, it is the responsibility of the Union to ensure that each card sale is made to a purchaser who actually is the cardholder or is the authorized user of the card.

.040 Training

All credit card information is to be treated as confidential data and is to be handled appropriately. All Union employees involved in processing credit card transactions and the support of the cardholder data environment must be trained on appropriate procedures.

The K-State Division of Financial Services is responsible for conducting training sessions for Union employees who work with credit card transactions. Trainings are conducted on-line. Each Union employee who comes in contact with credit cards is required to take the initial training and then renew the training annually thereafter.

.050 Handling Credit Card Information

All credit card information is to be kept to a minimum. The storage and retention of any credit card information must be limited to what is required for business, legal and/or regulatory purposes, as documented in the data retention policy. No credit card information is to be retained unless protected in accordance with Payment Card Industry Data Security Standards (PCI DSS), (https://www.pcisecuritystandards.org).

The receipt printed by the credit card terminal or any other printer is to truncate all the digits of the credit card number except for the first six and last four digits of the primary account number (PAN). The expiration date is not to appear on the customer’s copy. If the complete number is listed or the expiration date appears on any of the credit cards receipts, the equipment is to be re-programmed or the equipment is to be replaced with equipment that complies with these requirements.

Access to credit card information must be strictly limited to those who have a business reason to access it. For those individuals, access should be limited to the least privileges needed to perform their job responsibilities, based on their job classification and function.
User accounts that have access to credit card information must be managed to ensure appropriate security and access controls are enforced. This includes managing authentication, account creation and deletion, and assigning and removing privileges as roles change. Administration of accounts that use K-State's eID is the responsibility of K-State Information Technology Services.

If a credit card number is provided over the telephone or through the mail, only authorized and trained employees are to have access to this information. As soon as the transaction is entered into the credit card terminal the form containing credit card information should be shredded. If cardholder data is stored electronically, the data must be securely deleted when it is no longer needed for business or legal reasons.

If the documentation that contains credit card information is required to be retained, the documentation is to be accessible only to employees who are authorized and trained. The documentation is to be secured at all times, marked “Confidential” and stored in a locked area or cabinet with access permitted to only authorized and trained employees.

If credit card information must be provided on paper to another department, the paper containing credit card information must be enclosed in a sealed envelope, marked “Confidential”, and transported by a personal courier. Departments are prohibited from using campus mail to send credit card data.

No credit card information is to be requested to be sent through email. Also, credit numbers must never be sent by end-user messaging technologies (for example, instant messaging, chat, etc…). The K-State Office of Information Security & Compliance strictly prohibits the collection of credit card data by email or end-user messaging.

Most credit card terminals provide for a deposit report and a detailed transaction report at the end of each day from the credit card terminal. The terminal should be programmed so these reports provide at most: The last four digits of the credit card number, number of transactions, and transaction amounts necessary for recording and depositing the funds received. One copy of the deposit report is to be retained by the department with a signed copy of each credit card transaction receipt.

If payment was received from the customer by use of a credit card, any refund is to be made to the same credit card originally used. Cash or refund checks are not acceptable reimbursement methods for credit card sales as they are not accepted as proof of a refund by the merchant bank should the cardholder also request a chargeback from the merchant.

.060 Technologies Used to Process Credit Cards

All credit card processing involves technology in some manner, whether a web server accepting online orders, a card swipe terminal connected to a phone line or the campus data network, or an office workstation used to manually enter phone or mail-in orders. All technologies involved in processing credit cards must be secured according to the requirements of the Payment Card Industry Data Security.
Standard (PCI DSS) and used in accordance with all Union and K-State policies and procedures. In addition, the below requirements must be followed.

All devices in the secure Credit Card Network (CCNet) must have the latest anti-virus software installed, running, and receiving current anti-virus signatures.

Payment applications used to process credit cards must be certified to be compliant with the Payment Application Data Security Standard (PA-DSS).

Authentication with a unique username and strong password that meets K-State’s password requirements must be used on all technologies that support authentication.

.070 Payment Card Industry Requirements

The companies of all credit cards which are accepted by the Union and university require all merchants and credit card processors store, transmit or process credit card holder information in compliance with Payment Card Industry requirements. The PCI DSS consist of 12 requirements:

- Build and Maintain a Secure Network
  - Install and maintain a firewall configuration to protect cardholder data.
  - Do not use vendor-supplied defaults for system passwords and other security parameters.
- Protect Cardholder Data
  - Protect stored cardholder data.
  - Encrypt transmission of cardholder data across open, public networks.
- Maintain a Vulnerability Management Program
  - Use and regularly update anti-virus software and programs.
  - Develop and maintain secure systems and applications.
- Implement Strong Access Control Measures
  - Restrict access to cardholder data by business need to know.
  - Assign a unique ID to each person with computer access.
  - Restrict physical access to cardholder data.
- Regularly Monitor and Test Networks
  - Track and monitor all access to network resources and cardholder data.
  - Regularly test security systems and processes.
- Maintain an Information Security Policy
  - Maintain a policy that addresses information security for all personnel.

Before any department can accept credit cards, these 12 requirements must be in place. Non-compliance to these standards can result in significant fines assessed to the Union.
.080 Settlement

As each department with physical credit card terminals closes their batches at day end a data file is created with the Union’s credit card processor. The department is responsible for reconciling their transactions against processor reports.

.090 Chargebacks

The Union may receive a chargeback from a cardholder or card issuer if: they fail to issue a refund to a cardholder upon the return or non-delivery of goods or services, an authorization code was required and not obtained, the sales data was prepared fraudulently, or the cardholder disputes the card sale.

.100 No Disclosure of Cardholder Information

Employees shall exercise reasonable care to prevent disclosure of credit card information, other than to authorized entities for the purpose of assisting the Union in completing a card transaction. The Union and its credit card processor will store all media containing card numbers in an area limited to personnel with a need to know and any material containing credit card information will be destroyed in a manner rendering the primary account number unreadable. If at any time account number information has been compromised, notification is to be made immediately. The university has an incident response plan in place so the Union and university can respond effectively in the event of a breach of cardholder data. The K-State Office of Information Security and Compliance is responsible for testing the incident response plan and providing training.

.110 Questions

Any questions should be referred to the business office at (785) 532-6575.
3400 Information Technology

3420 Information Technology Usage

.020 Background and Purpose

.030 Appropriate Use

.040 Confidentiality and Privacy

.050 Examples of Prohibited Use

.060 Reporting Violations

.070 Sanctions

.080 Questions

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.020 Background and Purpose

The purpose of this policy is to outline the appropriate use of K-State Student Union and university computing and network resources. It is intended to provide effective protection of individual users, equitable access, and proper management of resources. These guidelines are intended to supplement, not replace, all existing laws, regulations, agreements, and contracts which currently apply to those resources. To that end, the Union’s policy closely mirrors the university’s policy.

Access to Union networks and computer systems is granted subject to local, state, and federal laws. Appropriate use should always be legal and ethical, reflect honesty and community standards, and show restraint in the consumption of shared resources. It should demonstrate respect for intellectual property; ownership of data; system security mechanisms; and individuals' rights to privacy; freedom of speech; and freedom from intimidation, harassment, and unwarranted annoyance.

The Union is not responsible for unacceptable or unethical use of the information technology environment, including computer and computer networks or electronic communication system.

.030 Appropriate Use

Acceptable conduct in and use of information technology must conform with the following:

1. Union and university policies, guidelines, and codes of conduct;
2. Kansas Board of Regents policies and guidelines;
3. Usage guidelines of any networks linked to the Union’s and the university’s networks or computer systems;
4. Local, state and federal laws.

Any misuse or violation of the Union's information-technology environment will be judged in accordance with policies, rules of conduct, and the law.
It is the responsibility of every Union employee to be aware of the potential for and possible effects of manipulating information, especially in electronic form, to understand the changeable nature of electronically stored information, and to continuously verify the integrity and completeness of information that is compiled or used. Employees are responsible for the security and integrity of Union and university information stored on the employee’s Union-issued computer system.

.040 Confidentiality and Privacy
Authorized access to data or information entails both privilege and responsibility, not only for the user, but also for the system administrator. In general, the Union will treat information stored on computers as confidential. However, there is no expectation of privacy or confidentiality for documents and messages stored on Union-owned equipment. Additionally, e-mail and data stored on the Union’s or the university's network of computers may be accessed by the Union for the following purposes:

- Troubleshooting hardware and software problems;
- Preventing unauthorized access and system misuse;
- Retrieving business-related information;*
- Investigating reports of violation of this policy or local, state or federal law;*
- Complying with legal requests for information;*
- Rerouting or disposing of undeliverable mail.

* The Union’s system administrator will need specific approval from the Executive Director as well as the K-State Vice Provost for Academic Services and Technology (or appropriate designee) to access these items. The extent of the access will be limited to what is essentially necessary to acquire the information.

Privacy and/or confidentiality of documents and messages stored on Union-owned equipment cannot be guaranteed. Users of electronic mail systems should be aware that, in addition to being subject to authorized access, electronic mail cannot be secured and is, therefore, vulnerable to unauthorized access and modification by third parties.

.050 Examples of Prohibited Use
Use of Union and university network and computer systems is conditioned upon compliance with this and other Union and university policies and all applicable laws. Though not exhaustive, the following list is provided to emphasize that these activities are NOT allowed on Union or university networks or computer systems:

- Using facilities, accounts, access codes, privileges or information for which an employee is not authorized;
- Sharing eID password;
- Viewing, copying, altering, or destroying anyone's files without explicit permission from that individual;
- Representing one’s self electronically as another user;
- Unlawfully harassing others;
- Creating and/or forwarding chain letters;
• Posting or mailing obscene materials;
• Game playing that interferes with administrative use by others;
• Making, distributing, or using unauthorized copies of licensed software;
• Unauthorized copying, reproducing, or redistributing others' text, photos, sound, video graphics, designs or other information formats;
• Obstructing work by consuming large amounts of system resources, such as disk space, CPU time and etc.;
• Unauthorized testing of systems and/or resources, such as using program loops, introducing destructive software e.g., "virus" software or attempting system crashes;
• Running or otherwise configuring software or hardware to intentionally allow access by unauthorized users;
• Attempting to circumvent or subvert any system's security measures;
• Advertising for commercial gain;
• Distributing unsolicited advertising;
• Disrupting services, damaging files or intentionally damaging or destroying equipment, software or data belonging to the Union, university or other users;
• Using computing resources for unauthorized monitoring of electronic communications;
• Violating any Union, university, or Kansas Board of Regents policy or any local, state or federal law.

In cases of doubt, users bear the burden of responsibility to inquire concerning the permissibility of external network uses, prior to execution. Such questions should be directed to the Union’s Information System’s Manager.

.060 Reporting Violations
Employees should report any discovered unauthorized access attempts or other improper usage of Union and/or university computers, networks, or other information processing equipment to the Union’s Information System’s Manager.

.070 Sanctions
Persons in violation of this policy are subject to the full range of sanctions, including the loss of computer or network access privileges without notification, disciplinary action, dismissal from the Union, and/or legal action. Some violations may constitute criminal offenses, as outlined in Kansas statutes and other local, state, and federal laws; the Union will carry out its responsibility to report such violations to the appropriate authorities.

.080 Questions
Questions should be directed to the Union’s Information System’s Manager at (785) 532-7333.
**3400 Information Technology**

**3455 Electronic Mail (Email)**

.010 Introduction

The purpose of this policy is to ensure email communication is used in a way that supports the K-State Student Union’s mission and business objectives.

.020 Official Use

Email is an official method of communication by the Union with all employees. The @ksu.edu or @k-state.edu provided email accounts will be used for communication of official information to employees.

.030 Expectations of Use

All employees of the Union are expected to abide by the following:

- All notices sent from Union departments and/or offices to the @ksu.edu or @k-state.edu provided email accounts are expected to be received, read, and responded to in a timely manner.
- All Union employees provided @ksu.edu or @k-state.edu email accounts are expected to check the account on a frequent and consistent basis in order to stay current with Union and university-relevant information.
- Only the @ksu.edu or @k-state.edu email account is to be used when conducting Union business over email.
- All users are responsible for managing their accounts responsibly to allow for receipt of new messages.
- Accounts are subject to storage quotas.

Violations of the Union’s email policy may result in restriction of access to Union information technology resources in addition to any disciplinary action that may be applicable under other Union policies, up to and including dismissal.
.040 Expectations of Privacy and Confidentiality

Union email may be used for incidental personal purposes provided such use does not interfere with Union operations or interfere with the user's employment or other obligations to the Union.

Email may be subject to disclosure under certain laws or as a result of litigation. Prior to any such disclosure, the Union will evaluate any requests for information submitted by other individuals, groups, organizations, or entities.

There is no expectation of privacy or confidentiality should an employee utilize the @ksu.edu or @k-state.edu email for personal purposes. Additionally, there is no expectation of privacy or confidentiality for emails stored on computer servers utilized by the Union, to include university-maintained servers.

.050 Unsecured Access

Users of email should be aware that, in addition to being subject to authorized access, email cannot be 100% secured and is, therefore, vulnerable to unauthorized access and modification. Receivers of email should check with the purported sender if there is a doubt about the identity of the sender or the authenticity of the contents. Users of email should be aware that even though the sender and recipient have discarded their copies of an email record, there may be back-up copies of such email that can still be retrieved.

.060 Questions

Questions should be directed to the Union’s Information System’s Manager at (785) 532-7333.
3700 Safety

3715 Threat Management

.010 Threat Management

.020 Questions

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.010 Threat Management

The safety and security of K-State Student Union employees and customers is very important. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or the Union's ability to execute its mission will not be tolerated.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on Union property may be removed from the premises pending the outcome of an investigation. Threats, threatening behavior, or other acts of violence executed off Union property but directed at Union employees or members of the public while conducting official Union business, is a violation of this policy. Off-site threats include but are not limited to threats made via the telephone, fax, electronic or conventional mail, or any other communication medium.

Violations or retaliation for reporting violations of this policy will lead to disciplinary action that may include suspension, dismissal, arrest, and prosecution. In addition, if the source of such inappropriate behavior is a member of the public, the response may also include barring the person(s) from Union property, termination of business relationships with that individual, and/or prosecution of the person(s). The Union Threat Management Team will investigate potential violations of this policy that involve employees and will recommend actions to immediately manage and alleviate any determined threat.

Employees are responsible for notifying the Assistant Director/Human Resources of any threats which they have witnessed, received, or have been told that another person has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job related or might be carried out on Union or university property or in connection with employment. All employees are required to report to the campus police or other appropriate law enforcement agencies any incidents of child sexual abuse, meaning those crimes defined in K.S.A. 21-5501, et seq. that relate to minors as victims, which the employee witnesses or suspects on Union property or at an event sponsored by the Union.

Each employee who receives a protective or restraining order which lists the Union premises as a protected area is required to provide the Assistant Director/Human Resources with a copy of such order. Information related to the restraining order will be kept confidential to the extent possible.

The Union Threat Management Team, consisting of Union Senior Management will be convened as necessary. Other members may include representatives from:

- K-State Police Department
- K-State Counseling Services
- K-State Office of General Counsel
- K-State Office of Student Life - in cases involving students
- K-State Graduate School - in cases involving graduate students
- K-State Lafene Health Center representative
- Other Union or university department heads, supervisors or support staff, as needed

.020 Questions
Questions about this policy should be directed to the human resource office at (785) 532-6577.
3700 Safety

3720 General Safety

.010 Policy

.030 Safety Training

.040 Responsibilities

.050 Questions

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.010 Policy

Safety is important to the K-State Student Union. Management is committed to providing a safe work environment for all employees and customers. The Union strives to find the safest work procedures, equipment and materials possible to protect employees. It is a condition of employment with the Union that all employees adhere faithfully to the requirements of this policy, as well as all applicable safety rules, instructions and procedures. All employees must use accepted safety practices at all times while working and take part in safety training and activities that take place at the Union. All department heads and supervisors are responsible for ensuring safe working conditions and practices for all employees.

If any employee discovers unsafe conditions, they must notify a supervisor and correct it right away. If the employee is unable to do so, they should direct people away from the unsafe area and call a supervisor or a building manager for assistance. The supervisor and/or building manager will inform the appropriate personnel to take care of whatever action is necessary.

Questions or improvements on safety should be presented to a supervisor, a safety committee representative or the Assistant Director/Human Resources.

.030 Safety Training

Safety training must:

- Be continual to remind and motivate employees to practice safety on the job;
- Provide refresher safety courses to all employees;
- Provide new equipment safety training;
- Provide posters around the workplace to remind employees to ensure safety at all times;
- Consist of position-specific safety training for new employees by the supervisor.

Fundamentals

- Proper Use and Care of Equipment: Employees will be trained on the correct use of any equipment they will be using. Employees will conduct inspections of their tools before they use them to ensure cords are in proper working condition, grounding is in place, etc. Employees should consider potential safety issues for improper use and care of equipment, including using a ladder when needed, lessening the weight of an object before lifting, using proper lifting techniques, etc.
Appropriate Storage of Equipment and Materials: Slipping and tripping should be avoided by keeping walkways clear and work areas clean.

Reporting Procedures: When employees notice an unsafe area or situation on the job, it is important they report it to a supervisor immediately.

Responding to Injuries on the Job: Department heads, supervisors and employees should reference policy 4825 Worker’s Compensation Insurance.

.040 Responsibilities

All department heads and supervisors will:

- Walk through the workplace, looking for potential danger spots.
- Be made aware of changes in federal laws regarding workplace safety by the Assistant Director/Human Resources.
- Maintain good records of past injuries and illnesses to alter future training as necessary.
- Provide department-specific training for all new employees.
- Provide employees the opportunity for training to include - fire extinguisher, cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED). Other training requests should be presented to the department head or Assistant Director/Human Resources.

A K-State Student Union Safety Committee will:

- Review and investigate all work related accidents, illnesses & injuries.
- Make recommendations for effective accident prevention as well as training opportunities.
- Assist with compliance of safety practices.

Department Heads and Supervisors will:

- Conduct safety inspections to identify and report hazards to which workers, materials, and equipment are exposed.
- Conduct informal workplace safety audits.
- Observe employees and make immediate determinations as to whether employees are working safely or committing unsafe acts.
- Conduct departmental safety meetings as appropriate.

All Auxiliary Units of the Union will:

- Be responsible for maintaining their work area in a clean and safe manner.
- Ensure all employees are training on safety expectations and protocol.

.050 Questions

Questions should be directed to the human resource office at (785) 532-6577.
4000 Employment

4005 Affirmative Action

.010 Policy

The K-State Student Union stands to assure equal opportunity to qualified individuals regardless of race, color, sex, national origin, religion, age, ancestry, military status, sexual orientation, gender identity or disability and to promote the full realization of equal employment opportunity for minorities and women.

This policy covers all aspects of the employment relationship – including recruitment, hiring, assignment of duties, promotion, compensation, selection for training, discipline, and termination. This policy covers all employees, including student employees.

Diversity is a value to be weighed in the hiring process. Positive action is taken to ensure the full realization of equal opportunity for all who work or seek to work for the Union. The Union identifies and recruits minorities and women for positions in all areas and at all levels. Selection of candidates is based on qualifications to carry out the responsibilities of the position(s).

.020 Questions

Questions should be directed to the human resource department at (785) 532-6577.
4000 Employment

4010 Employment Verifications and References

.010 Introduction

.040 Employment Verification

.050 Employment References

.060 Access to Employee Files

.080 Questions

.010 Introduction
This chapter outlines the policies and procedures regarding the content and disclosure of information in employee's official personnel records, including reference guidelines.

.040 Employment Verification
The human resource office will provide either verbal or written verification for all current and past employees when requested and authorized to do so. Employment verifications that are generally requested for a current or former employee include: Mortgage lenders, banks, apartment complexes and others who may need proof of an employee's employment or income. All requests for employee information will be handled through the human resource office. Supervisors should forward any such request to the human resource office.

.050 Employment References
When asked for an employment reference on a present or former employee the human resource office may only provide the information, as specified below. An Authorization to Release Information form is available in the human resource office.

- Title and length of service in the employee's current position;
- Any letters of commendation;
- Any documents regarding personal conduct and work performance as long as they are in compliance with regulation which prohibits employers from preventing discharged employees from obtaining employment by other employers;
- *Salary confirmation;
- *Benefits package received;
- *Reliability/responsibility;
- *Productivity;
- *Integrity and ethical behavior.

Information listed with an (*) will only be released when an employee/previous employee has agreed to the following in writing:

_I hereby authorize my prior employer, K-State Student Union, to release/disclose in good faith any and all information indicated below relating to my employment with them to future prospective employers._
I further release and hold harmless the K-State Student Union from any and all liability that may potentially result from the release and/or use of such information. I understand that any information released by the K-State Student Union will be held in the strictest of confidence, that it will be viewed only by those involved in a hiring decision, and that anyone else not so involved will not have the right to the information.

All responses to employment inquiries for references will be truthful and straightforward. Innuendo and false or misleading information will not be released. To do so may expose the Union and the individual providing the information, to potential liability for defamation or other legal injury. As long as the human resource office discloses only truthful, documented information as outlined in this chapter about a current or former employee, they are immune from civil liability in accordance with K.S.A. 44-119a.

The employment reference policy will be explained to the employee upon termination if requested. During the exit interview, benefits eligible employees will be presented the Authorization to Release Information form as part of the exit interview process. The authorization form will be retained in the employee’s personnel file.

.060 Access to Employee Files

Employees may request to view their personnel file upon scheduling an appointment with the Assistant Director/Human Resources.

Only an immediate supervisor and/or department head with an employment-related reason may review specific documents in an employee's personnel file without the employee's written authorization.

A prospective external or internal employer, individual or firm may request to view an employee's personnel file. This request will only be granted if the request is submitted in writing to Assistant Director/Human Resources and is accompanied by the written authorization of the present or former employee. A copy of the request and authorization shall be placed in the employee's personnel file.

Authorized review of an employee's personnel file shall be arranged at a time and place mutually convenient for the Assistant Director/Human Resources and the requesting party. All authorized reviews will be monitored and documented in the employee's personnel file.

Persons or entities requesting copies of documents contained in an employee’s personnel file will be charged fees to cover the expense of copying the information at the following rates:

- Minimum charge of $10.00 for 1-75 pages.
- Each additional page after 75 will be charged $0.10 per page in addition to the $10.00 minimum fee.

.080 Questions

Questions should be directed to the human resource office at (785) 532-6577.
4000 Employment

4015 Criminal Background Checks

.010 Introduction

The K-State Student Union is committed to maintaining a safe environment for its employees and visitors. One aspect of this commitment is to assure, to the extent possible, that appropriate policy and procedures are in place which work toward reducing the likelihood of unknowingly hiring persons with felony convictions as it pertains to the position for which they may be hired, or registered sexual offenders.

.020 Policy

Felony conviction and registered sexual offender status on a criminal background check procedures apply to each full time, part time, and graduate assistant person when a contingent hiring offer has been made, other than:

- Temporary employees to be employed for six (6) months or less;
- Positions to be filled by a vendor or contractor;
- Student employees;
- Unpaid volunteers or interns.

If an individual is to be employed for less than six (6) calendar months, is then terminated, and soon after termination is reappointed into a temporary position that basically extends their temporary position past a six month time frame, then a criminal background check will be done. If there is a possibility the temporary appointment will be hired for more than six (6) months, a background check will be conducted.
Background checks will be performed on any previous employee who is rehired and who has been separated for more than one year.

.030 Background Checks

The criminal background check shall include:

- Criminal history record searches for felony convictions at county, state and federal levels in every jurisdiction where a candidate currently resides or has resided. Searches will cover a minimum of the last seven (7) years;
- Sex offender registry searches at the county, state and federal levels in every jurisdiction where the candidate currently resides or has resided;
- Other verifications as required by law for specified positions.

Arrest records are not to be considered as part of the background check process.

.050 Procedures

- The hiring supervisor makes a contingent hiring offer when the final candidate is identified.
- Human resource department will have applicants complete a Background Check Request form to conduct the criminal background check. The original document shall be retained by the human resource department and no copies will be given to the hiring supervisor or department head.
- The human resource office conducts a felony and registered sexual offender background check.

If the Background Check is Clear:

- If the background check on the final candidate is clear, the hiring supervisor will be informed by the Assistant Director/Human Resources or designee via email. A copy of the background check results will be attached to the appropriate appointment papers. The supervisor is informed the human resource department will contact the candidate to inform them the background check results were clear and to schedule the new employee for orientation.

If the Background Check is NOT Clear:

- If the final candidate has a felony conviction or is identified as a registered sexual offender, Executive Director, Assistant Director/Human Resources and the K-State Director of Affirmative Action shall jointly determine if the candidate's criminal history reasonably bears upon the candidate's trustworthiness or the safety or well-being of the Union, students, employees and customers.

The Union reserves the right to consult legal counsel at any time in considering the final candidate’s background check results.

There are three factors that shall be considered –
1. Nature and gravity of the offense;
2. Time that has passed since the offense or completion of the sentence; and
3. Nature of the job held or sought.

- If not cleared, the hiring supervisor will be notified that the candidate's contingent hiring offer must be withdrawn.
- If the hiring supervisor wishes to appeal a determination that leads to withdrawal of a candidate's offer, the hiring supervisor submits a written Request for Approval to Hire through the Union Executive Director. The Executive Director, together with the Assistant Director/Human Resources and K-State Director of Affirmative Action will review the request and make a final determination.
- The Assistant Director/Human Resources, or designee, will contact and inform the candidate that the Union is rescinding its contingent hiring offer due to information revealed on the background check. Federal Fair Credit Reporting Act notification and related requirements will be enacted.

.055 Discrepancies

If the human resource office receives a notice of address, name, birthdate, or other discrepancy during the background check process, the human resource office will contact the candidate and re-verify the discrepancy.

.060 Custodian of Record

Records related to a criminal background check will be confidential and maintained by the human resource office. The human resource office shall be the custodian of all background check files. Any background checks performed under this policy will comply with State of Kansas and the Federal Fair Credit Reporting Act requirements.

.062 Record Keeping

Correspondence associated with the candidate selected for hire will be maintained in a confidential file separate from the recruitment and/or personnel files.

File should include, but not limited to:
- Applicant’s background check request form
- Applicant’s background check report

Only the background check form that has been submitted for hire should be kept; including applicant(s) whose background check was not cleared to hire due to background check results. All other background check authorization forms not selected for hire will be shredded immediately.

.070 Questions

Questions should be directed to the human resource office at (785) 532-6577.
The federal Fair Credit Report Act (FCRA) is designed to regulate the consumer reporting industry; to place disclosure obligations on users of consumer reports; and to ensure fair, timely, and accurate reporting of credit information. It also restricts the use of reports on consumers. Employers often rely on information contained in consumer reports to decide whether to hire, promote or retain applicants and employees.

The K-State Student Union is subject to FCRA regulations related to the use of criminal background checks for employment decisions. Criminal background checks are considered consumer reports.

Under the FCRA, the Union may obtain an applicant's consumer report (i.e. criminal background check) for employment related purposes if the Union:

- Gives the applicant a clear and conspicuous written disclosure (in a document consisting solely of the disclosure) notifying the person that a criminal background check may be obtained, and
- Obtains written authorization from the applicant.

The Union may not obtain an investigative consumer report under the FCRA unless the Union:

- Provides a written disclosure that an criminal background check may be made, including a statement to the effect that the consumer may request additional disclosures regarding the nature and scope of the background check, as well as a written summary of the statute, and
- Certifies to the consumer reporting agency that it has made the above disclosures and that it will comply with any requests for additional disclosures.

Under the FCRA, as soon as the Union intends to take ‘adverse action’ against an applicant based wholly or partly on the information contained in the criminal background check report, the Union must
first provide the applicant with a copy of the report, along with a written description of the applicant’s
denial of employment or any other decision for employment purposes that adversely affects any prospective
employee.

Whenever any adverse action is taken against an applicant, either partly or wholly because of
information contained in a criminal background check report, the Union will provide the person with
written notice of the adverse action as well as the name, address and phone number of the consumer
reporting agency that furnished the criminal background check report and a statement that the
consumer reporting agency did not make the decision to take the adverse action and is unable to
explain the reasons behind the decision. The applicant will be notified of their right to dispute.

.030 Criminal Background Checks
Information regarding the use of criminal background checks can be found in Policy 4015.

.040 Willful Noncompliance
Should the Union willfully fail to comply with the requirements set forth in the FCRA, it will be liable
to the applicant for actual and punitive damages, costs and attorney's fees. Should the Union willfully
obtain a criminal background check report under false pretenses or without a permissible purpose, it
will be liable to both the consumer reporting agency and to the applicant for actual damages sustained.
Should the Union negligently fail to comply with the FCRA (e.g., neglects to put the disclosure in a
separate document or to provide a copy of the report before taking adverse action) it shall be liable to
the applicant for actual damages, costs and reasonable attorney's fees.

.050 FCRA Notification Procedures
In order to comply with all FCRA requirements, the follow notification procedures must be followed if
an adverse action is taken on the part of the Union:

Initial Notification: If a decision is made not to pursue employment, based on the results of a criminal
background check, the human resource department will send the person a FCRA Pre-Adverse Action
Notification, a Summary of Rights and a copy of the criminal background check immediately; not to
exceed three business days from the date of the decision. A paper copy of the correspondence will be
saved and filed in the Assistant Director/Human Resources office.

The final candidate shall be provided a set amount of time to dispute the information found in the
background check before adverse action on the part of the Union is taken. If the candidate decides to
dispute the background check information, the Union will wait for the information to be re-
investigated and a new report sent, prior to proceeding.

Second Notification: After at least five days from the date of the initial notification, a Final Adverse
Action, will be sent to the candidate. The notice will inform the candidate of what the adverse action is
(e.g. denied a position or promotion). The notice will also inform the candidate that the Union made
the employment decision, not the consumer reporting agency contracted to provide the background check information. A paper copy will be saved in the human resource office.

.060 Questions
Questions should be addressed to the human resource office at (785) 532-6577.
4000 Employment

4070 Employee Orientation/Onboarding Program

.010 Introduction

A well-planned assimilation of information can reduce a new employee's anxiety and focus his/her motivation. The Employee Orientation/Onboarding Program accomplishes that by helping employees to acclimate themselves to the Union, to understand how they fit into the larger picture, and to feel like valued members of the Union family.

.020 Program Content

The human resource office issues guidelines for all departments covering content and length requirements for initial training to ensure all onboarding programs for the Union are comparable in quality and content.

The Employee Orientation/Onboarding Program is divided into three distinct parts:

- Part 1 – Human resource department – Personnel paperwork and First-Day Formal Onboarding (1st day of employment)
- Part 2 – Human resource department - Formal Onboarding (within two-weeks of employment)
- Part 3 - Work unit/area/department

The following topics are covered:

Part 1 and 2 is conducted by the human resource department:

- Mandatory personnel paperwork
- Introduction to timekeeping system
- The Union organization and structure
- The Union’s relationship with the university
- The Union’s mission
- Policies and procedures
- Employee rights and responsibilities
- Employee benefits
Part 3 is conducted at the work-site under the guidance of the immediate supervisor; it includes:

- Introductions and interpersonal relations
- General information
- Work assignments

.030 Roles and Responsibilities
Responsibility for successful completion of the Orientation/Onboarding Program rests with the human resource department and the employee's immediate supervisor.

Human Resource Department: Parts 1 and 2
The human resource staff meets with new employees and presents a standardized onboarding program. Employee will need to schedule dates and times with the human resource department for them to complete the onboarding process.

The human resource department is also responsible for developing and implementing the onboarding strategy and for maintaining records.

The Immediate Supervisor: Part 3
The employee's immediate supervisor provides the work unit onboarding as outlined in the New Employee Orientation Checklist that will be provided by the human resource department. The department head may add any additional topics that will contribute to the employee's assimilation to the Union.

.040 Time Frame
Employee personnel paperwork shall be completed before the employee starts working within their assigned department. (The first day of the onboarding will be the employee's start date.) The remainder of Part 1, 2 and 3 shall be completed within two weeks of the employee's hire date.

.060 Attendance
All new employees rehired after an absence of one-year or greater are required to complete Employee Orientation/Onboarding, Parts 1-3.

.070 Process
The supervisor is to complete the New Employee Orientation Checklist as a guide in assuring completion of documents and processes. The checklist will be returned to the human resource department within two weeks of the new employee being hired.

The human resource department will document completion of the Employee Orientation/Onboarding Program in appropriate databases.

.080 Questions
Questions should be directed to the human resource department at (785) 532-6577.
4000 Employment

4075 Lactation Support for Nursing Mothers

.010 Introduction

The K-State Student Union strives to create a workplace that is both productive and supportive of its employees in their familial roles. The Union recognizes the benefits of workplace support for breastfeeding mothers.

.020 Policy

The Union provides employees reasonable break time in order to express breast milk for a nursing child for up to one year after the child's birth each time the mother has need to express the milk, when requested. The Union provides a clean, private place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. The designated lactation room is well marked and located along the north wall on the first floor of the Union. The lactation room is equipped with a locking door for privacy, is well lit, has a comfortable chair, sink, counter, electrical outlet and trashcan.

Employees are allowed adequate use of break time, leave time (if applicable), meal time, and/or a flexible work schedule to utilize the lactation room and to clean equipment after pumping. New mothers should contact their immediate supervisor to request work schedule variations in advance.

No employee shall be discriminated against for breastfeeding or expressing milk during the work period.

Employees will be provided information about lactation support for nursing mothers during new employee orientation as well as affected employees as necessary.

.040 Questions

Questions should be addressed to the human resource office at (785) 532-6577.
4000 Employment

4080 Performance Review Process

.010 Introduction

.030 Overview

.040 Types of Reviews

.050 Unsatisfactory Work Performance

.060 Performance Review Appeals

.070 Form Instructions

.080 Overall Rating

.090 Completion of Form/Process

.100 Submission of Form

.110 Questions

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.010 Introduction

All K-State Student Union Support Staff are consistently evaluated through the performance review process.

With the performance review process, the planning phase is initiated at the same time the supervisor meets with the employee to conduct the end-of-year review phase. The mid-review phase occurs between April 1 and June 30 and end-of-year review phase occurs between October 1 and December 23 every year.

The performance review process is a continuous process where supervisors and employees work together to establish objectives (goals), monitor progress toward these objectives and assess results. With this process, employees receive regular feedback and coaching, which is a vital development process for all employees.

.030 Overview

The performance review process is used to identify performance expectations and provide feedback to the employee. Ongoing communication throughout the entire review period between supervisors and the employees is essential.

The performance review process includes the following four components:

Performance Planning: A discussion that takes place at the same time as the end-of-year review period between the supervisor and employee to identify and clarify performance expectations for the new review period.
Coaching and Feedback: The daily process of communicating with employees — managing behavior and performance to help employees meet performance expectations.

Reviewing and Appraising Performance: The process of evaluating performance against established performance expectations for a specific time period.

Recognizing Performance: Recognition reinforces and rewards successful past performance and encourages continued successful performance in the future. Recognition must be timely, sincere, specific and earned.

.040 Types of Reviews

The type, length, and circumstances for performance reviews for Union Support Staff vary; however, the performance review process is to be used in all instances. There are three categories of performance reviews, each with unique characteristics: a) Probationary, b) Annual, and c) Special reviews.

Probationary Reviews

The probationary period is a test of an employee's ability to meet expectations. Recommendations to enhance employee's performance should reflect the skills to be demonstrated, the training to be completed, and the knowledge to be acquired during the probation. One or more feedback sessions should be conducted during the probation period. Prior to the expiration of each employee's probationary period, a performance review shall be completed and submitted to the Assistant Director/Human Resources. Failure to notify the employee of the rating or an approved extension by the end of any probationary period shall mean that the employee has been granted permanent status. A request for any extension must also be submitted to the Assistant Director/Human Resources, prior to the end of the probationary period.

When a probationary employee is on leave, with or without pay, for 30 consecutive calendar days or more, the probationary period will be adjusted to the extent of the leave.

Temporary employees do not serve a probationary period; nor do those who are rehired following a layoff.

There are circumstances that require a probationary period and review, to include:

- **New Hire** This initial probationary period is six months, but it may be extended up to six additional months for valid reasons, such as completing specific training, attaining a specific skill level, or acquiring necessary credentials. An original probation period of up to 12 months may be established when specific training or certification requirements, as documented in the position description, cannot be completed within six months.

An extension of the probationary period requires prior approval by the Assistant Director/Human Resources. A better than "Unsatisfactory" rating qualifies an employee on an original appointment for permanent status, unless the probationary period has been extended. An employee who receives an "Unsatisfactory" rating will not be granted permanent status.

Completed probationary reviews are due to the human resource office prior to the last day of the review period.
• **Promotion** Promotional employees are subject to a probationary period of not less than three months nor more than six months. However, a probationary period of up to 12 months may be established by the Assistant Director/Human Resources when specific training or certification requirements cannot be completed within six months. A promotional probationary period cannot extended 12 months.

• **Reclassification** (Optional) A probationary period and review is not required for a reclassification. However, the supervisor has the option to designate a probationary period and review of not less than three months nor more than six months for a reclassification. Reclassification is a change in an existing position from one classification to another. When a position is reclassified, an employee may be granted permanent status or may be subject to a probationary period of not less than three months nor more than six months. A probationary period of up to 12 months may be established if approved by the Assistant Director/Human Resources when specific training or certification requirements, as documented in the position description, cannot be completed within six months.

• **Reinstatement** Reinstatement occurs when a previous employee returns to work within a year of separation. Reinstated employees are subject to a probationary period of not less than three months nor more than six months.

• **Transfer** A probationary employee may transfer from one position in a classification to another position in the same classification or to another classification in the same pay grade; whether in the same department or from another department, the transfer has no effect on the employee's probationary period. However, the initial probationary period may be extended, with the approval of the Assistant Director/Human Resources, up to six additional months.
  
  a. When a permanent employee transfers from one Union Support Staff position to another position in the same classification, or to another classification in the same pay grade, the transfer has no effect on the employee's permanent status; the employee does not serve another probationary period.
  
  b. Employees who transfer, demote or promote from a temporary position or from any position in the unclassified position to a Union Support Staff position shall serve a standard six month probation.

• **Probationary Supervisors** All Union Support Staff in a supervisory position (i.e., those who evaluate other Union Support Staff) are required to complete *K-State’s Introduction to Supervisory Training* or its equivalent before receiving permanent status.

**Annual Reviews**

Annual reviews are required for each Union Support Staff and are completed between October 1 and December 23 each year.

**Special Reviews**

A special review may be made at any time to gauge the level of performance or to improve that performance. When appropriate, a special review may be conducted to increase or decrease a rating.
special review will not change the annual review due date, which will remain between October 1 and December 23 each year.

.050 Unsatisfactory Work Performance

Probationary Employees

If overall performance is rated "Unsatisfactory" at the end of any probation period, the employee shall not be granted permanent status.

The department head may request that the Assistant Director/Human Resources dismiss a probationary employee on an original appointment for not meeting the work requirements or for other good cause, such as conduct, at any time. In addition to completing the Performance Review Form, the Assistant Director/Human Resources shall notify the employee in writing, on or before the date of dismissal of a) the reason for the dismissal and b) the effective date. The notice shall give the employee the opportunity to respond in writing or to appear before the Assistant Director/Human Resources. A copy of the dismissal notice and the completed Performance Review Form shall immediately be sent to the Assistant Director/Human Resources prior to giving the notice to the employee. The opportunity given the employee to appear or to respond in writing shall not be construed as a limitation on the authority of the Assistant Director/Human Resources to dismiss the probationary employee.

Permanent Employees

When a permanent Union Support Staff’s work performance deteriorates or does not meet the job responsibilities as specified in the position description, the supervisor will coach the employee with the stated objective of improving the employee's performance.

Steps to encourage improved performance include:

- **Feedback Session** Confer privately with the employee. Use the performance criteria listed on the Employee Performance Review Form to guide the discussion. Communicate what level of performance is expected and document the recommendation to enhance employee performance.
  
  a. Ask if mitigating circumstances may have affected work performance. Involve the employee in developing solutions, setting priorities, and establishing a timeline for improvement.

- **Recommendation to Enhance Employee Performance** Within one week, provide the employee written recommendations to enhance employee performance that reflect the areas needing improvement. Include the goals, steps for improvement, and timelines. The recommendation must state that without such improvement, the employee may be placed on a special performance review. The recommendation must also state that without such improvement, disciplinary action (suspension, demotion, or dismissal) may ultimately be recommended. The recommendation must be reviewed and approved by the Assistant Director/Human Resources prior to delivery to the employee.

- **Special Performance Review** If, after a reasonable period of time following the feedback session (normally 30 to 45 days), the work performance remains less than “Meets
Expectations,” a special performance review shall be prepared and a planning discussion held. Special review periods can be either 30, 60, or 90 days in length and frequent feedback sessions must be held and documented. If the special review period is 30 days in length, the feedback sessions must occur weekly; if 60 or 90 days in length, the feedback sessions must occur biweekly. At the end of the special review period, the supervisor will assign a rating, have the Assistant Director/Human Resources sign the review and then meet with the employee to provide the final rating. The supervisor will confer with the Assistant Director/Human Resources before discussing a less than “Meets Expectations” rating with the employee. (Note: The employee's signature acknowledges receipt of the review and the rating; it does not imply agreement.) Recommendations may be extended and/or revised for the upcoming rating period.

- **Subsequent Special Performance Review** A minimum of 30 calendar days must elapse before the next special performance review may be conducted. If the performance has improved, a rating other than "Unsatisfactory" or “Needs Improvement” will be reported; if performance has not improved, an "Unsatisfactory” or “Needs Improvement” rating will be given.

- **Decision-Making Leave, Demotion or Dismissal** If the employee has received two performance review ratings of less than “Meets Expectations” in the 180 calendar days immediately preceding the effective date of the proposed action, the department head may recommend decision-making leave, demotion, or dismissal of a regular employee for deficiencies in work performance. The second performance review with a rating of less than “Meets Expectations” will be forwarded to the Assistant Director/Human Resources with the department head’s written recommendation.

**Reasons for Unsatisfactory Rating**

The following deficiencies in work performance may lead to an "Unsatisfactory" or “Needs Improvement” performance rating and decision-making leave, demotion, or dismissal:

- Inefficiency, incompetence, or inability to perform duties;
- Negligence in performance of duties;
- Careless, negligent, or improper use of property;
- Failure to maintain satisfactory and harmonious relationships with the public and fellow employees;
- Habitual or flagrantly improper use of leave privileges;
- A habitual pattern of failure to report for duty at the assigned time and place or to remain on duty;
- Failure to obtain or maintain a current license or certificate or other authorization required to practice a trade, conduct a business, or practice a profession.

Employees who receive an unsatisfactory rating on either of the essential requirements set out on the form (dependability or Union’s values) must receive an overall performance rating of "Unsatisfactory."

Personal conduct detrimental to the Union may also result in decision-making leave, demotion, or dismissal. The grounds for such actions are discussed in Chapter 4470, Disciplinary Action for Union Support Staff.
.060 Performance Review Appeals

Probationary Employees

A probationary employee on an original appointment (i.e., a new hire) cannot appeal a review rating. However, an employee serving probation as a result of a promotion, a reclassification, or a reinstatement shall have the same appeal rights as an employee with permanent status if the employee had permanent status in the prior position.

Permanent Employees

A permanent Union Support Staff may, within 7 calendar days after having the opportunity to sign the Performance Review Form, appeal an overall rating other than "Exceptional." That appeal should be submitted in writing to the Assistant Director/Human Resources, who will mediate the issue if both the employee and the rater are willing.

If mediation is refused or if it is unsuccessful, the employee may appeal to the Assistant Director/Human Resources. The Assistant Director/Human Resources will consider evidence offered by the employee and the supervisor. The Assistant Director/Human Resources will assign a rating within 10 calendar days of the appeal date. The employee may appeal the Assistant Director/Human Resources rating to the Executive Director.

.070 Form Instructions

Identification Information

The human resource office will complete the identification information (i.e., Employee Name, Person Completing Review, Employee ID, Name, Class Title, Position Number, Timeframe being Evaluated and Review Type) at the beginning of the review period.

Part 1: Performance Planning

Objectives

Identify S.M.A.R.T. (Specific, Measurable, Attainable, Relevant and Time-Based) task objectives for the employee based on the supervisor/employee performance planning discussion. S.M.A.R.T. task objectives define "WHAT" job responsibilities (tasks) that need to be achieved throughout the review period using skills and knowledge.

Write a performance task objective so that both parties understand its meaning and will know whether progress has been made or whether the task objective has been reached. In setting the task objectives, be as specific as possible using quantitative (e.g., numbers, data, quotas, dates) and/or qualitative measures. The number of task objectives should be based on the outcomes of the performance planning discussion; task objectives may be added and/or modified as necessary throughout the review period.

Performance Planning — Competencies/Behaviors

Competencies and behaviors describe, very specifically, the skills, behaviors, and personal characteristics the employee is expected to exhibit in accomplishing job responsibilities.
Select and mark the competencies/behaviors that the employee will be rated on; it is not necessary for every employee to be rated on all competencies/behaviors. Supervisors may suggest a project or on-the-job activities the employee can engage in to help develop the selected competencies/behaviors.

**On-Going Feedback and Coaching Process**
During the review period, performance coaching will provide the employee and the supervisor with an opportunity to discuss progress against task objectives, review demonstration of competencies/behaviors and determine if any task objectives should be modified before the final review at the end of the performance review cycle.

**.080 Overall Rating**
At the end of the review period, assign a rating to each of the task objectives, rate core competencies/behaviors and essential requirements and provide overall employee performance comments. The ratings and other documentation on the form will substantiate the overall rating.

Authority for deciding the overall rating ultimately rests with the supervisor. Note: The employee's signature does not necessarily signify agreement.

**Annual Performance Review: Overall Performance Review Rating**
Indicate which level most appropriately describes the overall performance level of the individual.

**Overall Performance Level:**
An overall rating of Exceptional, Exceeds Expectations, Meets Expectations, Needs Improvement or Unsatisfactory is assigned upon completion of an annual or special review. The rating shall be substantiated by overall task objectives, competencies/behaviors, essential requirements, accomplishments and other documentation on the Performance Review Form).

**Exceptional (E):** Performance far exceeded expectations. An employee performing at this level should be performing at a significantly higher level than those who Exceed Expectations. Only a small percentage of employees will achieve this level of performance.

**Exceeds Expectations (EE):** Performance consistently exceeded expectations. An employee performing at this level should truly be performing above and beyond what was agreed to as their objectives and other performance criteria (i.e. employee took on additional duties beyond what was agreed upon or completed duties significantly better than was expected).

**Meets Expectations (M):** Performance consistently met expectations. An employee who completes all of the task objectives and competencies/behaviors identified at the beginning of the review period is performing at this level. The majority of employees will perform at this level.

**Needs Improvement (NI):** Performance did not meet expectations. An employee performing at this level is inconsistent in performance. Employee sometimes meets expectations and requirements. Continual improvement is required to fully meet expectations.

**Unsatisfactory (U):** Performance is consistently below expectations. Immediate improvement is required.
A new employee who receives an "Unsatisfactory" rating prior to the end of his or her probationary period will not be granted permanent status. If an employee is serving an initial probationary period, permanent status will not be granted and the employee will be dismissed.

**Principles of Community**

Kansas State University is a land-grant, public research university committed to teaching and learning, research, and service to the people of Kansas, the nation, and the world. The university’s collective mission is best accomplished when every member of the university community, including the K-State Student Union, acknowledges and practices the following principles:

- *We* affirm the inherent dignity and value of every person and strive to maintain an atmosphere of justice based on respect for each other.
- *We* affirm the value of human diversity for community.
- *We* affirm the right of each person to freely express thoughts and opinions in a spirit of civility and decency. We believe that diversity of views enriches our learning environment, and we promote open expression within a climate of courtesy, sensitivity, and mutual respect.
- *We* affirm the value of honesty and integrity. We will operate with honesty in all professional endeavors and expect the same from our colleagues.
- *We* acknowledge that we are a part of multiple communities, and we have an obligation to be engaged in a positive way with our civic partners.
- *We* recognize our individual obligations to the university community and to the principles that sustain it. We will each strive to contribute to a positive spirit that affirms learning and growth for all members of the community.

As such, every Union employee is expected to acknowledge and follow the *Principles of Community*. Select and mark the *Principles of Community* that the employee will be rated on; it is not necessary for every employee to be rated on all *Principles of Community*. Supervisors may suggest a project or on-the-job activities the employee can engage in to help develop the selected *Principles of Community*.

**Essential Requirements**

Dependability and Union’s Values are essential requirements - basic behaviors that are critical to Union operations.

*Dependability:* Recognizes responsibilities to the Union and applies effective work habits and attitudes to meet work requirements. Attends work regularly and on time, plans appropriately for absences and assumes personal accountability for work.

*Union Values:* Aligns actions with high standards of conduct, accepts responsibility for behavior and exhibits personal integrity at all times. Acts as a role model for other employees and does the right thing, even when no one is watching. Demonstrates personal integrity and ethical behavior, displays good stewardship of public resources and adapts to changes in processes, procedures and responsibilities.

*Important:* An unsatisfactory rating in Dependability or Union Values will result in an overall performance rating of "Unsatisfactory."
Considering the level the employee typically or consistently operates at, check the box which best describes the behavior for the competency.

**Summary Discussion Points**

Based upon ratings in the previous sections, identify the employee's major strengths in this job, and areas for improvement. Include any additional accomplishments. Comments will help focus year end performance review discussion and help prioritize relevant objectives and development priorities for the coming year.

**.090 Completion of Form/Process**

The human resource office is responsible for tracking due dates of performance reviews and for ensuring their timely completion.

**Timeline:**

*(For annual review) Within first 30 days of review period:*

Planning Phase: This can occur at the end of the annual review phase in order to plan for the next calendar year. The supervisor and employee establish task objectives, identify competencies/behaviors that will be rated and discuss essential requirements. After the performance planning discussion, employee and supervisor sign and date the Performance Planning Discussion signature block on the form.

**Throughout the review period:**

One-on-one meetings are held with the employee to discuss progress on task objectives and competencies/behaviors. Constructive feedback, both positive and negative, is provided to help the employee grow and develop. In addition, employee contributes information regarding activities being performed.

**April 1 – June 30:**

Mid-Review Discussion: (face-to-face meeting between supervisor and employee) For annual reviews, the Mid-Review Discussion is an informal, optional process that will generally occur.

For probationary reviews, the Mid-Review Discussion is mandatory and takes place at the mid-point (typically three months.) The date the discussion occurred and the discussion details are documented on the Mid-Review Discussion form. The employee and the supervisor sign and date the Mid-Review Discussion signature block.

**October 1 – December 23:**

End-of-Year Review Phase: Annual performance review occurs each year between October 1 and December 23. Prior to the final review, the supervisor assigns an overall rating. The reviewer routes the form to the Assistant Director/Human Resources to conduct a final review BEFORE the supervisor presents it to the employee. Once the performance review has been signed by the reviewer and the Assistant Director/Human Resources, the supervisor conducts a final review conference with the employee. If an immediate supervisor has not supervised an employee for at least 90 days, the
performance review must be completed by another qualified supervisor. Prior to the last day of the review period, the completed form is submitted to the human resource office.

.100 Submission of Form

The completed Performance Review Form must be submitted to the human resource office. The supervisor and the employee should each retain a copy of the review form. (Note: No written comments or attachments may be submitted to the human resources department as part of a review if they have not been shared with the employee.)

The review becomes part of the employee's official personnel file. Because of the Union’s traditional reduced holiday schedule, all annual reviews are due in the human resource office by December 23 each year; tardy submissions are to be avoided.

.110 Questions

Questions should be directed to the human resource office at (785) 532-6577.
**4000 Employment**

**4085 Employee Furlough**

.010 Introduction

.020 Employee Furlough

.030 Questions

### .010 Introduction
In times of extraordinary budget reduction it may become necessary to implement a short-term employee furlough in order to preserve the financial well-being of the K-State Student Union.

### .020 Employee Furlough
It is the policy of the Union to implement an employee furlough, after reasonable alternatives have been exhausted, to ensure maintenance of the Union's mission and quality of programs. Furloughs will be implemented in a fair manner that is sensitive to the mission of the Union and the needs of its employees.

A furlough is the placement of an employee in a temporary leave without pay status for a specified number of hours or days within a specified time frame. A furlough is not a layoff or reduction in workforce and may be used to avoid or delay such action. There are two types of furloughs.

1. An administrative furlough is a planned action designed to address budget restrictions.

2. An emergency furlough occurs if there is an immediate or imminent lack of revenue and/or funding to continue operations or any emergency that results in an unanticipated interruption of revenue/funding.

The decision to implement an administrative furlough will be made by the Union Executive Director after consultation with the Assistant Director/Human Resources. To implement an administrative furlough, the Union Executive Director may call an open meeting of the employees to explain the need for such action. The furlough announcement will include details of the furlough plan. Employees will be given as much advance notice as possible but not less than 14 calendar days prior to implementation of the administrative furlough.

The decision to implement an emergency furlough will be made by the Union Executive Director after consultation with the Vice President for Student Life and that decision will be communicated to Union employees as soon as practical, in an effort to provide adequate planning and execution time. Some employees may be exempted from an emergency furlough due to their essential duties and responsibilities, or as otherwise determined by the Union Executive Director.

### .030 Questions
Questions should be directed to the Assistant Director/Human Resources at (785) 532-6577 or the Executive Director at (785) 532-6591.
4000 Employment

4095 Nepotism

.010 Introduction

K-State Student Union is committed to assuring compliance with anti-nepotism laws, regulations and policies.

.020 Policy

Persons may be employed at the Union without regard to family relationship or living arrangements with other employees. However, no Union employee shall advocate or cause the employment, appointment, promotion, transfer or advancement to any office or position, of a member of such employee's household or family.

No Union employee shall be substantially involved in the preparation of, or participate in, the making of a contract with any person or business by which such employee is employed or in whose business such employee or any member of such employee's immediate family has a substantial interest. This includes contracts to hire independent consultants. "Substantially involved in the preparation or participate in the making of a contract" means having approved or disapproved a contract or having provided significant factual or specific information or advice or recommendations in relation to the negotiated terms of the contract.

If an employee is in a position which requires an evaluation or a personnel decision such as those concerning appointment, retention, promotion, discipline, transfer, or salary of a family member or a member of such person's household, such condition shall be deemed a conflict of interest and that employee shall not participate in such a decision, and that employee shall not participate in any group or body which is considering any such decision.

Any supervisory relationship between family members or members of the same household shall be disclosed by the employee to their department head and then in writing by the department head to the Assistant Director/Human Resources. The written disclosure should be provided along with a written management plan showing that the supervision is being conducted in compliance with this policy. The management plan should include, at a minimum, a description of the reporting and evaluation structure for the supervised employee's appointment, retention, promotion, discipline, transfer, and salary. The management plan must be signed by the employee and the supervisor, and it must be submitted for review and approval to the Assistant Director/Human Resources.
If a Union employee is a family member of the Assistant Director/Human Resources, the Union Executive Director will be the contact for purpose of this policy.

.030 Definitions

"Household member" - means a person having legal residence in or living in the employee's place of residence.

"Family member" - means (a) spouse, parent, child, or sibling; (b) sibling as denoted by the prefix "half"; (c) parent, child, or sibling as denoted by the prefix "step"; (d) foster child; (e) uncle, aunt, nephew, or niece; (f) any parent or child of a preceding or subsequent generation as denoted by the prefix "grand" or "great"; or (g) parent, child, or sibling related by marriage as denoted by the suffix "in-law".

.050 Questions

Questions should be directed to the human resource office at (785) 532-6577.
4000 Employment

4096 Clearance Procedures at Separation

.010 General Information

.015 Exit Interviews

.020 Questions

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.010 General Information

The K-State Student Union department head is responsible for ensuring that separating employees return all Union’s property such as keys, Visa credit card, K-State ID card, Union ID badge, and uniforms prior to leaving on the employee’s last day. Employees are required to repay any loans that have not been paid to the business office. Retiring employees may keep their K-State ID card.

If the employee would like to authorize the release of information identified on the form to prospective employers for an employment reference, they should complete the Authorization to Release Information form available from the human resource office. The form will be given to employees during the optional exit interview.

The Employee Separation Checklist from the human resource office itemizes the areas that need to be cleared. The form is intended to provide clearance obligations at the time of separation from the Union. When clearance is complete, the separation form will be returned to the human resource office and filed in the separating employee’s personnel file.

E-mail from @ksu.edu or k-state.edu may be forwarded to an e-mail address that is either the separating employee’s personal or business e-mail address.

.015 Exit Interviews

All resigning or retiring employees are requested to schedule a personal exit interview with the Assistant Director/Human Resources.

.020 Questions

Questions should be addressed to the human resource office at (785) 532-6577.
K-State Student Union
Substance Use/Misuse Policy

Employees are the K-State Student Union’s most valuable resource and employee health and safety is of serious concern. The Union will not tolerate substance abuse or use which endangers the health and well-being of its employees or threatens its service to the public. Employees have a right to work in an environment free of substance abuse and with persons free from the effects of drug and/or alcohol abuse. Therefore, it is the Union’s policy to maintain a workforce free of substance abuse.

- Reporting to work or performing work for the Union while impaired by or under the influence of controlled substances or alcohol is prohibited.

- The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace or while the employee is on duty or stand-by-duty.

- Violation of such prohibitions by an employee is considered conduct detrimental to Union and may result in a referral to the Employee Assistance Program or discipline or other appropriate administrative regulations.

- Employees are required by federal law to notify the Union in writing of a conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
  
a. An employee who is convicted, as stated above, will be subject to discipline or other appropriate administrative actions.
  
b. A conviction means a finding of guilt (including a plea of nolo contendere) or the imposition of a sentence by a judge or jury, or both, in any federal or state court.

- Employees will be given a copy of the Union Substance Abuse Policy. Employees will be informed that they must abide by the terms of the policy as a condition of employment and of the consequences of any violation of the policy.

AFFIRMATION OF POLICY

As an employee of the K-State Student Union, I affirm I have read (or had read to me) and understand the meaning of the above Substance Abuse Policy. I am aware of the policy provisions and a violation will result in disciplinary action as stated above.

Name of Employee: _______________________________________ Date: ______________________

Signature: ____________________________________________
4200 Wage and Classification

4210 Position Management, Funding and Other Changes

.010 Introduction

.030 Types of Positions and Funding

.040 Establishing New Positions - Allocation

.050 Changes to Existing Positions: Changes in FTE, Transfer of Positions to Other Departments and Changing Positions from Union Support Staff to Unclassified

.060 Reclassification of Existing Positions

.070 Position Analysis & Review

.080 Review of Positions Prior to Recruitment

.090 Annual Review of Positions

.100 Appeals

.110 Position Descriptions

.120 Organizational Chart

.130 Fair Labor Standards Act (FLSA)

.140 Organizational Reviews

.150 Procedures for Submission of Documents

.160 Questions

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.010 Introduction

The K-State Student Union Assistant Director/Human Resources is responsible for compensation and classification of positions at the Union. The Assistant Director/Human Resources is tasked with providing consistent and equitable classification of positions.

.030 Types of Positions and Funding

There are two categories of positions: Budgeted and unbudgeted. Budgeted positions are those positions that appear in the Union’s budget and have percentages of time assigned using the designation "FTE" (Full-Time Equivalent = % of time). Full-time positions are at the 1.0 rate whereas part-time positions could be designated as .9 FTE or any percentage less than 1.0. Funding must be available for a position to be established as a budgeted position. Unbudgeted positions (temporary
positions) require only that funding is available. Pertinent funding information is provided in each applicable section of this chapter. Additional funding questions should be directed to the business office at 785 532-6575.

There are five types of Union Support Staff (USS) positions:

- **Regular full-time position**: Permanent position with regularly scheduled workweek of 40 hours. Position is reflected in the budget. (FTE = 1.0)
- **Regular part-time position**: Permanent position with regularly scheduled workweek of less than 40 hours. Position is reflected as part-time in the budget. (FTE = .9 or any percentage less than one.)
- **Temporary Position**: Restricted to 999 hours within a one-year period. There are limited benefits and no rights to permanent status. Funding is necessary; FTE is not. Temporary positions are not considered "budgeted positions". Position descriptions are not required for temporary positions.

**.040 Establishing New Positions - Allocation**

New positions are established (allocated) by identifying available funding. If the Union has funding for a new position, the department head may request for the new position by sending a letter to the Union Executive Director. If approved by the Executive Director, the Assistant Director/Human Resources sends a letter and Position Data Sheet requesting a position number to the K-State Budget Director. Once the position number is established on the university budget, the university budget office will notify the Assistant Director/Human Resources of the new position number and any other pertinent information.

When funding is approved, a position description must be developed by the department head and Assistant Director/Human Resources for determination of the appropriate classification, which may differ from the original request. The Assistant Director/Human Resources will determine the classification by completing the steps outlined in section .060. When the classification decision has been made, the official allocation of the position is complete.

If funding is available, temporary positions may be hired with approval of the Assistant Director/Human Resources. The human resource office will also assist the department supervisor with the advertising and hiring of temporary employees.

**.050 Changes to Existing Positions: Changes in FTE, Transfer of Positions to Other Department, and Changing Positions from Union Support Staff to Unclassified**

Changes to positions, whether the percentage of time, movement to another department, or other changes, will affect the employees who are in them.

**Changes in FTE (Full-time Equivalent)**

Increasing FTE: Procedures for increasing FTE depend on whether funding is available. If funding is available, a letter must be sent to the Human Resource Director outlining the FTE and the recipient.
Decreasing Percentages: If the needs of a position have decreased or other changes have resulted in the necessity to decrease the percentage of time an employee works, the supervisor must contact the Assistant Director/Human Resources before any changes to the position are made.

Transfer of Position to Other Department

Movement of positions from one department to another or change of shift: If a position is vacant, a letter from the department head requesting transfer of a position from one department to another or changing shift will be forwarded to the Assistant Director/Human Resources. Lateral transfers with no change in classification, or that do not represent a change in salary grade, can be handled through the following process:

- The department head submits a letter outlining the request for transfer to the Assistant Director/Human Resources.
- The Assistant Director/Human Resources (or designee) will notify the employee by letter, outlining the changes and other pertinent information such as effective date, new reporting structure, location and hours of work.

If the position will be used differently once transferred to a new department, the department head must first contact the Assistant Director/Human Resources before any action is taken.

Changing Positions from Union Support Staff to Unclassified: Requests to move positions into unclassified service from Union Support Staff service are reviewed by the Executive Director and the Assistant Director/Human Resources. All requests must be made in writing. The Assistant Director/Human Resources will coordinate actions with the Executive Director.

.060 Reclassification of Existing Positions

Reclassifications are based on changes in duties, responsibilities, organizational structure or other factors effecting the position and NOT on any individual employee characteristics or qualifications. The position description and Union’s organizational chart form the basis for the review. Requests should not be submitted to reflect temporary changes in duties or in anticipation of duties changing in the future. In order to be considered for reclassification, department heads must demonstrate sound justification for the reclassification based on organizational needs.

A position review and analysis will be conducted as indicated in Section .070, Position Analysis and Review. Notification and appointment information is also contained in Section .070.

.070 Position Analysis and Review

A full analysis is conducted for each allocation, reclassification, and update submitted to the Human Resource Director. After the initial review, the Assistant Director/Human Resources will determine whether a more in-depth review is necessary.

Classification determinations are based on numerous factors including analysis of the position description and organizational chart, review of information gained from on-site interviews with the incumbent and supervisor if conducted, comparisons to the State of Kansas classification specifications for any and all related classifications, and comparisons to other positions that have similar
responsibilities and duties. Much of the information can be obtained without an on-site review. Classification decisions are based on the characteristics of the position and NOT on any characteristics of the employee such as superior performance, diligence, longevity, loyalty or exceptional qualifications.

The department head will be notified in writing of the decision that may or may not reflect the requested or proposed classification. The department head has the responsibility for notifying the employee of the completed action. A copy of the finalized position description will be attached. The letter will provide appointment information including the pay grade of the classification assigned and the effective date of the action. The effective date will be the beginning of the closest pay period following completion of the action. For reclassifications to a higher grade, assignment of a new pay grade is determined by the Assistant Director/Human Resources using the following options:

- Place the employee on the same step of the pay grade for the new class on which the employee was being paid on the previous pay grade.
- Place the employee on a lower step of the pay grade for the new class that gives the employee an increase in pay.
- Place the employee on the step for new hires in the class when a higher step in the pay grade has been established as the starting pay.
- Place the employee on a higher step in the pay grade if the employee has exceptional qualifications related to the duties of the position, with approval by the Executive Director.

For reclassifications to a lower pay grade, the employee will be assigned to the step on the lower grade that corresponds to the pay rate the employee was previously receiving. If that rate is not on a step in the lower pay grade, the employee will be paid at the highest step in that pay grade. In unusual circumstances, such as reclassification for disciplinary actions, the Assistant Director/Human Resources will make the final determination.

080 Review of Positions Prior to Recruitment

Supervisors are required to review positions each time a position becomes vacant. If a revised position description is submitted as part of the recruitment action, department heads should allow additional lead-time to allow for completion of the review by the Assistant Director/Human Resources. Priority is given to these reviews in order to avoid recruitment delays. If a revision is not submitted, the Assistant Director/Human Resources will review the position description on file prior to releasing it for recruitment. If the position description is older than one year, the department head will be contacted to update the position description.

090 Annual Review of Positions

Position descriptions are to be reviewed each year by the employee and the supervisor. Position descriptions should be updated and new ones submitted to the human resource office to indicate changes in duties, supervisory changes, permanent shift changes, or other changes affecting the position.

100 Appeals

Classification authority is granted to the Assistant Director/Human Resources. The department head may request the Executive Director to review the Assistant Director/Human Resources determination.
.110 Position Descriptions
The position description is the official description of an individual position. The position description is the primary data collection instrument designed to gather information about the specific assignments and characteristics of a single position. It forms the basis for classification decisions and is used to document information for purposes of employee selection, essential function determinations and conformity with applicable laws and regulations. Every position (except temporary positions) must have an approved position description on file with the human resource office. Additionally, the position description provides an employee with an overview of the responsibilities and duties expected. After signatures are obtained, the original position description is forwarded to the human resource office. A copy is given to the employee.

.120 Organizational Chart
An organizational chart should outline working relationships, reporting structures and overall departments. It should include employee names of all positions shown on the chart. Direct reporting relationships should be indicated with solid lines. Indirect relationships should be shown with dashed or broken lines to and from employees on the chart.

.130 Fair Labor Standards Act (FLSA)
The position description is one factor in establishing the Fair Labor Standards Act (FLSA) exempt or non-exempt status of an employee.

.140 Organizational Reviews
The Assistant Director/Human Resources conducts organizational reviews when/if necessary or by request by the department head and/or Executive Director.

.150 Procedures for Submission of Documents
Requests for allocation, reclassification, organizational studies or other classification actions should be made in writing to the Assistant Director/Human Resources. The correspondence should outline the requested action along with budget information, and a completed and signed position description. A final review will be discussed with the Executive Director.

.160 Questions
Questions should be directed to the Assistant Director/Human Resources at (785) 532-6577.
4200 Wage and Classification

4220 Hours of Work, Overtime, Overtime Pay and Compensatory Time
The Fair Labor Standards Act (FLSA) for Union Support Staff and Unclassified Employees

.010 Introduction

The Fair Labor Standards Act (FLSA) is a federal law that sets minimum wage, overtime pay, equal pay, record keeping and child labor standards for employees (who are covered by the Act) in the private sector as well as those employed in federal, state and local government. The FLSA was enacted by the United States Congress in 1938 and has been amended since.

The Assistant Director/Human Resources has the responsibility for ensuring and maintaining compliance with the FLSA. The Assistant Director/Human Resources assigns each position to either overtime eligible or overtime exempt status, based upon the nature of the position's duties, level of responsibility, and the testing criteria established by the Fair Labor Standards Act.

The Fair Labor Standards Act requirements apply to positions and employees, not to job classifications or unclassified titles. Each individual position must be analyzed to determine whether the position is overtime eligible or exempt from overtime and minimum wage requirements.
.030 Basic Provisions of the Fair Labor Standards Act (FLSA)

- Minimum Wage: The Fair Labor Standards Act requires employers of covered employees who are not otherwise exempt to pay these employees a minimum wage. A notice of the federal minimum wage is posted on the official Union employee bulletin board where employees can readily see it.
- Child Labor Restrictions: The Fair Labor Standards Act regulates the minimum age and maximum hours of employment of minors in certain occupations with different standards for employment of minors who are 14-15 years old and those who are 16-18 years old. The Union requires that any employee be at least 16 years of age (at least 18 years old for employment in the maintenance department or any hazardous occupation as defined by the U.S. Department of Labor).
- Record Keeping: The Union is required to keep records for a certain amount of time on wages, hours, sex, occupations, and other terms and practices of employment for exempt and non-exempt employees.
- Overtime Liability: Only non-exempt employees are covered by the overtime liability regulations. A non-exempt employee earns overtime for time worked in excess of 40 hours in a workweek. Exempt employees do not earn overtime (Section .050). The Fair Labor Standards Act does not limit the number of hours an employee can work in a day or in a week. It simply requires that overtime hours be compensated at a rate of not less than one and one-half times the non-exempt employee's regular rate of pay for each hour worked in a workweek in excess of 40 hours per week. For instance, working 9 hours in a regular 8-hour day does not constitute overtime until or unless the 40-hour maximum in a workweek has been reached. Additionally, overtime liability is not reached until 40 actual hours have been worked. Time off for vacation, holiday, etc. does not count toward hours of overtime. Overtime is compensated at a rate of not less than one and one-half hours of time for each hour of overtime worked.
- Equal Pay Act of 1963: The Equal Pay Act was enacted as an amendment to the Fair Labor Standards Act. The equal pay regulations prohibit an employer from discriminating against employees on the basis of sex by paying employees of one sex less than employees of the opposite sex for equal work performed under similar working conditions within an establishment on jobs that require equal skill, effort and responsibility.

.040 What the FLSA Does Not Cover

- Meal and Rest Periods: The Fair Labor Standards Act does not require the Union to give employees meal or rest periods, regardless of the number of consecutive hours employees work. However, giving employees a break during the workday is common practice. Though the FLSA does not mandate meal or rest periods, it does address the issue of compensability of such time if it is given.
- Extra Pay for Saturdays, Sundays, or Shift Work: Additional compensation is not due for work performed on Saturdays and Sundays. The FLSA only requires that non-exempt employees are to be paid at one and one-half their regular rate of pay for hours worked in excess of 40 per week. The Union provides a shift differential for employees who work in certain positions which are classified as non-exempt and who are eligible to receive overtime. See Section .060.
- Holiday, Sick, Vacation, and Other Leaves: The FLSA does not require either paid or unpaid leave for sickness, holidays, vacations, jury duty, personal time or military service. The Union does provide employees with benefits associated with paid and unpaid leave.
- Pay Raises or Fringe Benefits: The FLSA does not mandate pay raises or fringe benefits. The Act only requires non-exempt employees be paid no less than the minimum wage for each hour worked.
- Consent to Work Overtime: The FLSA does not require notice to or consent from employees when scheduling overtime hours. The Union has discretion to establish employee work schedules as desired so long as workers are compensated properly and wages and overtime requirements are observed. For most Union full-time employees, the standard workday is eight hours, and the standard workweek is 40 hours during a given seven-day workweek. Supervisors should provide employees a one week advance notice of work schedule in those situations where a department wants to avoid placing an employee into overtime status. For instance, if a supervisor knows that in the next workweek there will be cause to work varying hours, the supervisor can readjust the work schedule to accommodate the temporary need so long as the employee is notified of the proposed change in advance. The advance scheduling allows supervisors to avoid the overtime situation by readjusting the workday and by scheduling time off for the employee within the same workweek. Two other instances would allow for adjustments to the workweek to avoid overtime liability: The employee is required to take equivalent time off in the workweek in which additional time is worked; or, the employee could request or agree to take the time off. In the latter two cases, no advance notice of the schedule change is required.

.050 Exempt and Non-Exempt Status

The exemption of overtime status of an employee, i.e. exempt vs. non-exempt, is determined by the duties of the position when applicable. Status is not determined based on the classification or title of the position. The key distinction between exempt and non-exempt status is the overtime liability issue. Determining the status of Union Support Staff and unclassified positions as exempt or non-exempt is the responsibility of the Assistant Director/Human Resources.

Employees with salaries below the FLSA threshold are automatically non-exempt and eligible for overtime pay. This is true for all employees, including part-time workers. Even when the minimum salary is reached, each position is still considered to be non-exempt unless a formal review has been conducted. Reviewing a position for exempt status involves examining the position description and organizational chart, auditing the job, verifying degree requirements as indicated for the professional exemption, and applying the tests for exemption as set forth by the Fair Labor Standards Act. There are four categories of exempt status used: executive exempt, administrative exempt, professional exempt, and computer exempt.

- Exempt Employees (Not Eligible for Overtime Compensation): Exempt employees are paid a salary that covers the amount of time required to perform the job. That salary cannot be reduced because of variations in the quality or quantity of work performed. Exempt employees are only required to report leave, not time worked. Recordkeeping requirements are discussed in Section .090. An exempt employee is "exempt" from the overtime liability regulations and will not receive overtime pay for hours worked in excess of 40.
A normal workweek is to be established by management for exempt employees who are expected to be available during the normal workday. Although compensation is not determined by the specific number of hours worked, an exempt position normally requires a minimum of 40 hours per week to meet the needs of the organization. Exempt employees must follow leave request procedures any time away from work. Time away from work of a half-day or more must have prior approval, though it is not reported as leave. Leave is only recorded when the employee uses leave in half- or full-day increments. Half-day increments are defined as one half the regularly scheduled work day.

The hours away from work do not have to be consecutive to meet the half-day requirement. For instance, if an exempt employee is away from work in the morning and also in the afternoon, and the hours away total more than a half-day but not a full day, then a half-day of leave would be reported for that day.

An employee who abuses the procedures by continuously taking less than a half-day of time away from work to avoid using vacation or sick leave, can be denied time away from work or be required to use half- or full-days of leave. If the employee is required to use half or full days of leave as a result of abusing time off, then the employee cannot return to work before the allotted time of leave is used.

- Non-Exempt Employees (Eligible for Overtime Compensation): All employees with salaries below the FLSA threshold are considered as non-exempt from overtime compensation. A non-exempt employee will receive overtime compensation pay at one and one-half times the regular rate for hours worked in a workweek beyond 40. Non-exempt employees are paid on an hourly basis; the number of hours worked in any given workweek is reported along with any leave time used. Hours worked and applicability of overtime regulations are discussed in Section .060 and .070. Record keeping is discussed in Section .090.

**.060 Hours of Work for Non-Exempt Employees Only**

The standard workday for each full-time employee will be eight hours and the standard workweek will be 40 hours during a given seven-day period. The Union’s 7-day period begins on Sunday morning at 12:01 a.m. and ends on Saturday night at 12:00 midnight.

Work time: includes all the time an employee is required to be on duty, or on the employer's premises or at a prescribed workplace. Work is defined as all efforts that are suffered (i.e. endured), permitted, or required by the employer, i.e., all time spent in physical or mental exertion that is controlled or required by the employer and pursued necessarily and primarily for the benefit of the employer. Work that is not requested but suffered or permitted (allowed), is still considered work time. This rule is applicable to work performed at the worksite, away from the worksite or at home. For example, an employee may voluntarily continue to work at the end of the day or shift. The employee may wish to finish an assigned task, complete a report, or correct errors. The reason is immaterial. If the supervisor has reason to believe that work is continuing or there is evidence thereof, then the time is compensable working time. The mere existence/announcement of a rule against such work is not enough to deny compensation. If a supervisor observes an employee working before or beyond the normal shift without prior authorization, supervisors may deliver a verbal warning to the employee to cease.
working followed by a written reprimand for a second occurrence. Employees who disregard warnings to cease work activity may be subject to disciplinary action.

Waiting Time: If an employee is unable to use time effectively for personal purposes while waiting for work, instructions, or preparation of the work site, then the time is considered to be working time. These instances are usually of short duration. For example, an employee waiting on directive for the next assignment or an office worker waiting on software to be installed would be considered working.

Preparatory and Concluding Activities: Preparatory and concluding activities that are an integral part of the employee's work are compensable. Examples include: turning on/off machinery or equipment and conducting safety checks; filing documents at the end of a shift; reporting to a duty site to receive an update on events which occurred on the previous shift, and changing into/out of special clothes that are required for the job.

Rest Periods: Breaks or rest periods must be counted as hours worked if they last 15 minutes or less. Whether breaks are granted, and the length of a break, such as 5 minutes or 15 minutes, is at the discretion of the supervisor. Supervisors may deny break privileges if employee’s abuse breaks, or if the workload necessitates. Supervisors are encouraged to have a set break scheduled for employees and may reschedule break times if needed due to workload or for other reasons. Rest breaks are to be taken when scheduled and cannot be “saved” for use in lieu of leave time or reducing the workday. Rest breaks are to be taken when scheduled time and not in increments of a few minutes throughout the morning or afternoon. Rest breaks should be taken away from the employee’s duty station. It is the immediate supervisor’s responsibility to remember to manage the work breaks of employees; it is the employee’s responsibility to remember that work breaks are a privilege that can be denied if misused.

Meal Breaks: Bona fide meal periods are not work time. Meal periods do not include coffee breaks or time for snacks; these are rest periods. During a bona fide meal period, the employee must be completely relieved from duty for the purposes of eating regular meals. Ordinarily, 30 minutes or more is long enough for a bona fide meal period. The employee is not considered to be relieved of duties if the employee is required to perform any duties, whether active or inactive, while eating. For example, if an employee must sit at a desk and incidentally answer the telephone, the time would be compensable. The employee must be free to leave the duty post but there is no requirement that the employee be allowed to leave the premises or work site. If an employee's time and attention are primarily occupied by a private or personal pursuit, such as relaxing or eating, rather than work responsibilities that prevent the employee from comfortably and adequately passing the mealtime, then the employee is relieved from duty.

On-Call and Stand-by Compensation: An employee who is required to remain on call on the premises, or close enough to the premises that the employee cannot use the time effectively for personal pursuits, is considered to be working while "on-call." In this instance, an employee must be paid for this time at the regular rate of pay instead of receiving stand-by compensation. An employee who is not required to remain on the employer's premises but is merely required to leave contact information where they can be reached, is not working while on-call.

The FLSA allows employers to choose whether to compensate employees for time spent on-call, but not working. The Union has adopted "Stand-by Compensation" for this purpose. If an employee is
required to remain available to the Union within a specified response time, but is otherwise free to engage in personal pursuits, then the employee will receive stand-by compensation. The requirement to be available does not automatically make an employee eligible for the standby pay. Response time as well as the number and frequency of calls will determine whether an employee will receive the additional compensation.

The stand-by rate of compensation is $2.00 per hour for each hour the employee serves on stand-by status. If an employee is called in to work, the employee will be compensated for the actual hours worked, but not also be paid stand-by compensation for those hours. Hours on stand-by pay are not considered when determining hours worked for overtime purposes.

Call in/Call Back to Work: Employees may be called in to work on a regular day off or may be called back to work after a regular work schedule. In these instances, non-exempt employees will be paid at the appropriate rate of pay for the number of hours worked. Such employees will be paid for a minimum of two hours except in the following circumstances:

- The employee was on stand-by status when called in or called back; or
- The employee was called in or called back during the two hour period immediately prior to the beginning of the employee's next regularly scheduled work shift. Only hours actually worked will be credited in determining eligibility for overtime compensation.

De Minimis Rule: Insufficient or insignificant periods of time spent working outside scheduled working hours may be disregarded in recording time. This rule applies to only those times where the work involved is limited to a few seconds or minutes that cannot, as a practical administrative matter, be precisely recorded for payroll purposes. Such time is considered "de minimis," i.e., minor or trivial.

Shift-Differential: A shift differential will be paid to non-exempt employees whose regularly established work shifts begin before or end after a designated period. For example, an employee who is regularly scheduled for and works before 6:00 a.m. and after 6:00 p.m. will be paid a shift differential for their entire work shift. A shift differential will not be paid to an employee when an employee is on any type of leave or holiday.

Time Spent in Travel or at Training: See Section .080 and .085.

Breaks for Nursing Mothers: The Fair Labor Standards Act requires that a reasonable break time be allowed for nursing mothers to express milk for their nursing child. The frequency of breaks needed to express milk as well as the duration of each break will likely vary. Break times may include not only time in which to express milk but also time to sanitize and store the equipment at each break. The Union provides adequate space for a nursing mother to express breast milk. Nursing mothers are eligible for breaks to express milk for up to one year after the child's birth.

**.070 Overtime, Overtime Pay and Compensatory Time for Non-Exempt Employees Only**

Overtime is the term given to hours worked beyond 40 in one workweek. Overtime hours are compensated monetarily at the one and one-half time rate for each hour over 40 in a workweek.
Overtime: The granting of overtime is contingent upon an existing need, usually temporary, such as additional workload, special projects or events, or to cover the absence of another employee. Working additional hours for the purpose of receiving additional pay is prohibited and creates an unnecessary fiscal obligation for the Union.

Overtime is reached once an employee has worked beyond the 40-hour maximum allowable hours in a given workweek. Compensation for overtime hours are paid at one and one-half times to non-exempt employees for any hours worked in excess of 40 hours in any given week. The Assistant Director/Human Resources is responsible for oversight of overtime usage. Overtime, to the extent possible, will be authorized by the Executive Director in advance. The Executive Director’s written approval is given to the human resource office in advance of the overtime, to the extent possible.

In determining whether an employee has worked any overtime, only those hours actually worked will be considered. This is not the same as "in-pay status" which includes all paid leave hours, no matter the type. An instance of "in-pay status" as opposed to overtime status is where the number of hours worked is less than or equal to 40, but when added to leave time taken becomes greater than 40. In this case, the extra hours are termed "additional" and are to be paid at the regular annualized rate of pay. To avoid placing an employee into an overtime situation, an employer can plan in advance to change the employee's work schedule.

Payment for overtime worked will be at one and one-half times the employee's regular rate of pay. This rate will not include premium pay for holidays worked or any call-in and callback compensation paid for hours not actually worked.

Additional hours are earned when an employee is in pay status (which includes all leave hours) for more than 40 hours but has not actually worked more than 40 hours. In this instance, an employee may be given equivalent time off in the same workweek as discussed in Section .040, or paid at the hourly rate of pay. Alternatively, hours of leave may be credited back to the employee if the employee agrees to the arrangement. Additional hours may not be accrued as compensatory time.

.080 Alternative Work Schedules--Flextime

When determined by the immediate supervisor to be consistent with departmental needs, departments may institute a schedule of flexible working hours for employees, provided it does not increase staffing costs or decrease departmental efficiency. Flextime allows employees to maintain a work schedule other than normal Union hours. Regardless of flextime scheduling, all offices must be staffed to the extent possible to maintain regular operations during normal Union hours of operation. Flextime does not alter the standard work week of 40 hours for full-time employees. Flextime schedules must be approved by the department head in advance. Abuse of a flextime scheduling may result in loss of the privilege. Occasions may arise when flextime must be suspended temporarily because of departmental work load, vacations, holidays or other reasons. When this occurs, the department head should give employees as much advance notice as possible.

When an employee uses leave while working a flexible schedule, the leave reported is the actual hours scheduled for that time. For example, if a non-exempt employee is scheduled to work 10 hours per day and uses leave for the entire day, the employee reports 10 hours of leave for that day. Flexible work schedule hours should be communicated with the human resource office.
.085 Travel and Training for Non-Exempt Employees Only

- Travel: The principles that apply in determining whether or not time spent in travel is working time depend upon the kind of travel involved. Travel scenarios differ greatly and advance planning with the Assistant Director/Human Resources is often helpful.
  
  To and From Work: Time spent "walking, riding, or traveling to and from the actual place of performance of the principal activity {work}" is not work time and therefore is not compensable.

  Travel During the Work Day: Travel time of an employee during the workday, such as travel to and from repair sites and time spent traveling to a location to receive instructions or pick up tools, or delivering mail outside of the building must be counted as hours worked.

  One Day Out-of-Town Travel: If an employee travels out of town for less than one day, they must be paid for all travel time, excluding travel time from home to public transportation (commuting time) and bona fide meal times.

  Overnight Travel: Employees who travel overnight on business must be paid for time spent traveling (except for meal periods) during their normal working hours on their regular working days as well as during normal working hours on their non-working days, such as Saturdays, Sundays, and holidays. For instance, if an employee's working time is regularly scheduled 8 a.m. - 5 p.m. Monday through Friday, then any travel on Saturday and Sunday between those hours is also compensable.

- Training Programs, Lectures and Meetings: Time spent in training programs, lectures and meetings is not considered working time IF all four of the following are true:
  
  1. Attendance is outside of the employee regular working hours;
  2. Attendance is voluntary;
  3. The course, lecture, or meeting is not directly related to the employee's job; and
  4. The employee does not perform any productive work during such attendance.

.090 Record Keeping

- Record Keeping: The Fair Labor Standards Act requires records be kept on both non-exempt and exempt employees. Much of the required information, such as name, social security number, address, date of birth, sex, occupation, earnings and hours worked are computerized through the Human Resources Information System. The human resource office keep the following records for non-exempt and exempt employees:
  
  a. Appointment Form PER-38 (this includes basic information such as name, social security numbers, address, and sex).
  b. Employee work schedule.
  c. Time and Leave Document (Non-exempt) and Leave Record (Exempt).
     i. Non-exempt employee's time and leave documents will include hours worked and leave taken.
     ii. Exempt employee's leave records will only indicate leave taken.

- Time Sheets: FLSA requires employers to maintain accurate records of hours worked each workday. Timesheets (electronic and/or paper) serve as the Union’s authority to pay an
employee. Employees are to provide an accurate accounting of hours worked and leave used during a pay period. An employee's time worked must be verified and approved by the employee's supervisor or the supervisor's designee. Completed timesheets require the signatures of the employee and the supervisor. These signatures certify that, to the best of their knowledge, the information provided on the documents is true and correct. Any changes made to the timesheet by the supervisor must be acknowledged by the employee that the changes are valid and are a true representation of all the time worked.

.100 Compliance with the Fair Labor Standards Act
The Fair Labor Standards Act authorizes the Department of Labor to investigate and gather data concerning wages, hours, and other employment practices by auditing employer records and interviewing employees and employers. The Assistant Director/Human Resources is responsible for ensuring and maintaining compliance with the FLSA. Compliance with the FLSA is accomplished through adherence to the guidelines set out in this chapter. In addition to payment of unpaid wages due employees, the Department of Labor can assess fines to the Union for violations, be they willful or not.

.110 Policy on Reductions in Salary of Exempt Employees
Limitations on the Reduction of the Salary of an Exempt Employee: The Fair Labor Standards Act requires exempt employees be compensated on a "salary basis," as required by the Department of Labor. The salary of an exempt employee cannot be reduced because of variations in the quality or quantity of work performed. An exempt employee must be paid the full salary for any week in which work is performed. No salary will be paid in any workweek when no work is performed.

Authorized reductions in salary* of an exempt employee are limited to the following:

- Absences from work for one or more full days for personal reasons, other than sickness or disability;
- To offset any amounts received as payment for jury duty fees, witness fees, or military pay;
- Penalties imposed in good faith for violating safety rules of "major significance";
- Unpaid disciplinary suspension of one or more full days imposed in good faith for violations of workplace conduct rules;
- A portion of an employee's full salary may be paid for time actually worked in the first and last weeks of employment;
- Unpaid leave taken pursuant to the Family Medical Leave Act; or
- Deductions in the salary due to a budgetary furlough.

*These are reductions in salary. Reductions from leave accruals for sick, vacation and other authorized leaves will still be made in half or full day increments.

Resolution Process: If an exempt employee believes his or her salary was reduced improperly, the employee should contact the Assistant Director/Human Resources.

Reimbursement for Improper Deductions: Employees will be fully reimbursed for deductions found to be in error.
120 Questions
Questions should be directed to the Assistant Director/Human Resources at (785) 532-6577.
**4400 Union Support Staff Employment**

**4410 Recruitment and Selection**

.010 Introduction

.030 Types of Jobs

.040 Types of Recruitment

.050 Recruitment Procedures

.060 Screening, Interviewing and Selecting

.080 Temporary Positions

.090 Record Keeping

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**.010 Introduction**

The human resource office is responsible for managing the recruitment and hiring of all Union Support Staff (USS) positions.

**.030 Types of Jobs**

There are different types of USS jobs, referred to as positions:

- Regular Full-Time Position
- Regular Part-Time Position (.9 or less)
- Temporary Position (Restricted to 999 hours per year)

Recruitment for each type of position is identical except for Temporary Positions (see Section .080) that do not require advertising or formal position descriptions. The human resource department must approve the process and selection for temporary positions.

**.040 Types of Recruitment**

The human resource office manages all recruitment actions for employees (internal vacancies) and for prospective employees (external vacancies open to all eligible persons).

Current Union Support Staff can apply for any position for which they meet the minimum qualifications, whether the position is at a higher pay grade (promotion), a lower pay grade (voluntary demotion), or at the same pay grade (lateral transfer). Only promotions result in a pay increase. An employee who applies and is selected for a position with a lower pay grade may receive a pay reduction. Employees who transfer to another position within the same pay grade may be paid at their current level of pay.
There are two types of recruitment:

- **External**: Recruitment is open to all employees and applicants.
- **Internal**: Recruitment is restricted to current employees of the Union, i.e., (USS, Unclassified, Temporary and Students). An internal vacancy notification will be sent via email to all employees as well as posted in the Union.

### .050 Recruiting Procedures

**Prior to Recruitment**: Before recruitment can begin, the Assistant Director/Human Resources must approve the classification of a new position, or in the case of an established position, review the current position description and classification.

**Advertisements and Postings**: External vacancies will be advertised with local media outlets and community contacts.

**Canceling Recruitment**: If circumstances arise when an active recruitment is in progress but needs to be cancelled, the department head will contact the Assistant Director/Human Resources as expeditiously as possible. The human resource office will then notify all applicants that the recruitment has been cancelled or postponed.

**Subsequent Recruitments**: If the same classification is as another vacancy filled within the past 60 days, a second candidate may be selected from the same group of applicants with permission from the Assistant Director/Human Resources.

### .060 Screening, Interviewing and Selecting

All applicants must apply through the human resource office. This may be done electronically or in-person. The human resource department will check for completeness of submitted documentation. Departments should refer any and any calls from applicants to the human resource office.

**Applicant Lists**: Once a vacancy has closed, the human resource office will certify that applicants meet the minimum requirements for the classification and have submitted all required application documentation (i.e. résumé, cover letter, portfolio). Once an applicant is certified, the applicant becomes a candidate for the open position. Departments will receive a list of all qualified candidates along with copies of the documents submitted by candidates.

**Initial Screening of Candidate Documents**: Supervisors must consider all candidates in the screening process, using preferred criteria. This allows supervisors to rate applications based on those qualifications beyond the minimum requirements, i.e. the preferred selection criteria. Caution must be taken to ensure that the preferred knowledge, skills and abilities used to screen are actually needed in the job. Selection criteria must be applied equally to all candidates. This process is necessary to identify the top candidates through a structured process based on a point system. The screening form becomes very important should any questions arise as to the selection process used to determine those selected for interviews.

At least *three* candidates should be interviewed for each position. Any deviation must be approved by the Assistant Director/Human Resources. In the unlikely event that no candidates match the preferred screening criteria, supervisors should contact the human resource office for guidance.
Interviewing and Conducting the Interview: The names of candidates selected for interviews should be submitted to the Assistant Director/Human Resources along with a completed Initial Screening of Candidates form, prior to scheduling interviews. Supervisors must obtain permission to hire candidates of choice from the Assistant Director/Human Resources prior to extending an offer.

Interviewing begins with preparation of job-related questions for candidates. Each candidate must be evaluated on the same set of prepared questions. All interview questions must be approved by the Assistant Director/Human Resources prior to interviewing.

Testing: The Union does not allow the use of physical or written performance testing.

Reference Checks: References checks will only occur after the interview has taken place. A minimum of two professional references must be secured prior to a contingent employment offer being made.

Selection: The Union is committed to nondiscrimination on the basis of race, sex, national origin, disability, religion, age, sexual orientation, or other non-merit reasons, in employment (including employment of disabled veterans and veterans of the Vietnam-era), as required by applicable laws and regulations. The supervisor must contact the human resource office with the name of the top candidate to which they wish to extend a contingent employment offer to. Once the selection is complete, the hiring process will begin. The employment offer is contingent on the successful completion of a criminal background check. The human resource office is responsible to notify all non-selected candidates that the position has been filled.

Above Minimum Pay Range Hire: Individuals may be appointed above the entry level based on the fact that they have exceptional qualifications relevant to the position. The Assistant Director/Human Resources will consult with the Executive Director for approval. Any higher level appointment is contingent upon budget stability.

Request for Additional Applicants: Supervisors may request additional applicants to interview. This type of request may be needed if the candidate of choice declines the offer and no other candidates are viable choices or the supervisor has exhausted its pool of candidates. The human resource office will extend the deadline date to accept applications and re-advertise if necessary.

.080 Temporary Positions

Supervisors needing to hire a temporary employee must obtain prior approval from the Assistant Director/Human Resources. Temporary employees must meet the minimum requirements for the positions they fill. Temporary positions are generally established at the lowest range in a classification.

Temporary employees may not work more than 999 hours in a 12-month period, whether it is in one position or multiple positions. All hours, including overtime, count toward the 999 hours maximum. Temporary hires employed for six months or more must successfully complete a background check prior to working.

.090 Record Keeping

The human resource office will keep all original recruitment materials.
.110 Questions
Questions should be directed to the Assistant Director/Human Resources at (785) 532-6577.
4400 Union Support Staff Employment

4450 Compensation

.010 Introduction

.030 Beginning Pay

.040 Guidelines for Hiring Above Minimum Rate

.060 Pay Increases

.070 Overtime

.080 Other Pay

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.010 Introduction

The Union Support Staff (USS) pay plan is similar to the K-State’s USS pay plan. It should be noted however, that the pay plan structure differs depending on funding needs and type of positions. Each pay grade has a minimum rate and a maximum rate. Employees are only eligible to receive compensation specifically provided for in this chapter. For current minimum and maximum hourly and biweekly pay rates, refer to the K-State’s USS Pay Scale. Employees in positions identified as non-exempt under the Fair Labor Standards Act are paid an hourly rate; employees in positions identified as exempt under the Fair Labor Standards Act are paid a biweekly rate.

.030 Beginning Pay

The following indicates the authorized beginning pay for the different types of recruitment or movement of employees.

New Hires—Each new hire and rehire will be paid at the minimum rate of the pay grade for the job title, except where outlined in .040.

Temporary Employees—The pay of each temporary employee is the minimum pay of the appropriate pay grade.

Employees Rehired by Reinstatement—A person rehired within one year of leaving employment may be paid at the same pay rate at which the employee was previously paid if it is in the same or equal position.

Employees Promoted or Reclassified to a Higher Pay Grade—When an employee is promoted into another position or the employee's position is reclassified to a higher pay grade, the employee may be paid up to 5% above the minimum pay rate per pay grade advancement but no less than the minimum pay for the new pay grade.
Employees Transferred within the Same Pay Grade—Pay for an employee who is transferred does not change. An employee may accept lower pay but no less than the minimum pay for the pay grade, if agreed upon by the employee and the Assistant Director/Human Resources. The Assistant Director/Human Resources will consult and get approval from the Executive Director.

Employees with Voluntary Job Change to a Lower Pay Grade—An employee who voluntarily takes a job change to a lower pay grade may be paid anywhere from their current rate down to 5% less for each lower pay grade but no greater than the maximum of the new pay grade.

Employees Involuntarily Demoted to a Lower Pay Grade—An employee who is demoted involuntarily for disciplinary reasons, must be receive a pay decrease of at least 5% to a maximum of 5% less for each lower pay grade but no greater than the maximum of the new pay grade. A promotional employee who is demoted because of unsatisfactory performance during the promotional probationary period, is paid no lower than the same rate the employee received immediately prior to the promotion.

Employees in Positions Reclassified to a Lower Pay Grade—An employee whose position is reclassified to a job title with a lower pay grade may continue to be paid anywhere from their current pay rate down to 5% less for each lower pay grade but no greater than the maximum of the new pay grade.

.040 Guidelines for Hiring Above Minimum Rate
Department heads, with approval from the Assistant Director/Human Resources, may offer a higher than the minimum pay rate of the range only for positions based on the difficulty of recruitment, retention or other special needs. The following guidelines may be used to determine the appropriate starting pay rate for new hires or current employee job changes due to competitive transfer or promotion for these designated job titles.

In the case of a transfer, the employee is eligible for the same rate of pay or higher only when transferring from a non-designated job title to a designated job title. In the case of promotion, the employee is eligible for a higher pay rate than that described above for promotion.

Consider all of the following criteria in determining the starting rate of pay:

- Recruitment/retention difficulty
- Candidate has exceptional competencies specific to the position
- Internal equity within the Union and specific department
- Budget constraints
- Critical nature of the position to the operation of the department and Union

Positions not pre-approved must be filled at the minimum rate for the grade or receive prior approval from the Assistant Director/Human Resources before extending an offer of employment at a higher rate. Each request must be documented.
.060 Pay Increases
The Executive Director along with the Union Corporation Board’s approval determines the method of pay increases and regular increases when funds are available. The increase may be across-the-board and/or an average percent increase may be allocated for awarding salary increases based on job performance. An employee whose latest performance review was "meets expectations" or higher will be deemed to have performed at a level sufficient to receive a performance-based salary increase in any year when such are awarded.

.070 Overtime
Employees in positions identified as non-exempt from the Fair Labor Standards Act are eligible to receive overtime compensation.

Overtime Pay Calculation — The overtime pay rate is automatically calculated each week in the Human Resource Information System (HRIS), using the following calculation:

\[
\frac{(\text{Regular hours} \times \text{Hourly rate}) + (\text{Overtime hours} \times \text{hourly rate}) + \text{Premium pay}}{\text{Total hours worked in work week}} = \text{FLSA rate}
\]

\[
(\text{Overtime hours} \times \text{Hourly rate}) + (\text{Overtime hours} \times \text{FLSA rate} \times 0.5) = \text{Overtime earnings}
\]

Premium pay includes shift differential and stand-by pay during the week the overtime was worked. It does not include pay for holidays worked or any call-in and call-back compensation paid for hours not actually worked.

.080 Other Pay
Call-In and Call-Back Pay — Employees may be called in to work on a regular day off or may be called back to work after a regular work schedule. In these instances, non-exempt employees will be paid at the appropriate rate of pay for the number of hours worked. Such employees will be paid for a minimum of two hours except in the following circumstances:

- The employee was on stand-by status when called in or called back; or
- The employee was called in or called back during the two hour period immediately prior to the beginning of the employee's next regularly scheduled work shift. Only hours actually worked will be credited in determining eligibility for overtime compensation.

Stand-by Compensation — An employee who is required to remain on call on the Union's premises, or so close thereto that the employee cannot use the time effectively for personal pursuits, is considered to be working while "on-call." In this instance, an employee must be paid for this time at the regular rate of pay instead of receiving stand-by compensation. An employee who is not required to remain on the Union's premises but is merely required to leave word at their home or with the supervisor where they can be reached, is not working while on-call.
If an employee is required to remain available to an employer within a specified response time, but is otherwise free to engage in personal pursuits, then the employee will receive stand-by compensation. When a supervisor is able to contact an employee during on-call time, then the human resource office will determine whether such an employee is eligible for stand-by compensation. The department head should clearly define the expectations who are placed on stand-by status. The stand-by rate of compensation is set at $2.00 per hour for each hour the employee serves on stand-by status. If an employee is called in to work, the employee will be compensated for the actual hours worked, but not also be paid stand-by compensation for those hours. Hours on stand-by pay are not considered when determining hours worked for overtime purposes.

**Shift Differential** — A shift differential may be paid to non-exempt employees whose regularly established work shifts begin before or end after 6:00 a.m. and after 6:00 p.m. For example, an employee who is regularly scheduled for and works from 2:00 p.m. to 10:00 p.m. may be a paid shift differential for their entire work shift. A department head wishing to change its specified shift must first get approval from the Assistant Director/Human Resources. The department head must give its employees at least seven day notice prior to implementing any such change.

The shift differential will not be paid to an employee for any time the employee is on any type of leave or holiday or when an employee works unscheduled hours before or after their normally scheduled shift.

**.100 Questions**
Questions should be directed to the human resource office at (785) 532-6577.
4400 Union Support Staff Employment

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.020 Verification of Employment Eligibility

.030 Types of Appointments

.040 Multiple Positions

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.060 Separations, Terminations, and Personal Changes

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.010 Introduction

The K-State Student Union human resource office is responsible for maintaining the official personnel files.

This chapter provides information pertaining to policies and procedures for different types of Union Support Staff personnel actions: appointments, changes and separations/terminations.

.020 Verification of Employment Eligibility

Before a Union Support Staff can be hired and placed on the payroll, the employee must first provide verification of employment eligibility. The Immigration Reform and Control Act of 1986 established a method to verify employment eligibility of new employees which is designed to prevent the employment of foreign nationals who are unauthorized to work in the U.S. An Employment Eligibility Verification Form I-9, must be completed for all new employees and copies of documentation used for verification must be submitted with appointment forms to K-State Human Capital Services. The employee cannot be hired and placed on the payroll without meeting the appropriate requirements.

The human resource department is required to physically examine the required documentation and complete Form I-9. New hires are not able to work until required documentation has been submitted to the human resource department.

Employment authorization is not required in the case of promotions, transfers or demotions. The verification process is also not required when an individual is rehired with a valid Form I-9 on file, but the previously completed Form I-9 must be reviewed to determine continued work eligibility. The Form I-9 is valid for a period of three years for rehire purposes. If documentation used for the previously completed Form I-9 has expired, the employee must provide unexpired documentation.
.030 Types of Appointments
The following are the different types of appointments associated with Union Support Staff. Each type of appointment has specific rules for the beginning salary.

Initial Regular Appointments/New Hires - An initial regular appointment means a new Union Support Staff is being appointed to a regular budgeted position.

Temporary Appointments - A temporary Union Support Staff appointment is limited to working 999 hours in a year beginning from the date of initial temporary appointment and ending the following year on that date. A temporary appointment may be for a shorter period of time as determined by the department head, however, it cannot exceed one year in length. An incumbent may hold more than one temporary position at a time, but the hours combined shall not exceed more than the 999 total hours for 12 consecutive months. All time worked, including overtime, will count toward the 999 hours. Once the 999 hours limit is reached, the employee may not be rehired until the one-year anniversary date. A temporary Union Support Staff is not eligible for benefits and does not earn leave.

Reinstatements – A Union Support Staff with permanent status who separates from the Union in good standing and returns within one year to a regular position is considered a reinstatement.

Promotions – A Union Support Staff who has permanent status and is hired into a position with a higher pay grade is considered a promotion.

Reallocations/Reclassifications – A reallocation/reclassification occurs when a position is reviewed by the Assistant Director/Human Resources and is assigned a different classification because the duties have changed.

Demotions - A demotion occurs when a Union Support Staff is hired to a different position with a lower pay grade. A voluntary demotion occurs when the Union Support Staff requests the demotion to a lower pay grade. An involuntary demotion occurs when the Assistant Director/Human Resources places the employee in a lower pay grade for disciplinary reasons, upon approval by the Executive Director.

Transfers (to a Different Department within the Union) - A Union Support Staff who moves from one position to another with no change in pay grade is considered a transfer. If transferring to unclassified service, see Separations, Terminations, and Personal Changes - Change from Union Support Staff to Unclassified Service, later in this policy.

Acting Assignments - An acting assignment occurs when a permanent Union Support Staff meets the minimum qualifications and is assigned on a temporary basis to a different vacant position with the approval of the Assistant Director/Human Resources. An acting assignment must be for more than 30 days and does not exceed one year in length. If a Union Support Staff is placed on an acting assignment to a pay grade higher than that of the employee's normal position, the Union Support Staff shall be paid at a step on the higher grade that gives the Union Support Staff an increase in pay. Such an increase shall not exceed the highest step possible if the Union Support Staff was being promoted to the position. While on the acting assignment, the Union Support Staff may receive pay step increases in accordance with applicable pay step increase policies and procedures. When a Union Support Staff returns to the employee's normal position, the Union Support Staff will be paid at whatever step the
Union Support Staff would have been paid had they not had the acting assignment. There is no probationary period while on an acting assignment; however, if the Union Support Staff is permanently hired into the acting assignment position, the time the Union Support Staff was in the position may count toward the probationary period and also toward the pay step increase date.

.040 Multiple Positions

A Union Support Staff may work in more than one classification and/or more than one position on a temporary appointment as long as the total time worked on all positions does not exceed 999 hours per year.

All time worked in multiple positions counts toward the same 40-hour work week. Any non-exempt (hourly) Union Support Staff who works more than 40 hours in a work week is entitled to overtime pay or compensatory overtime leave.

Each Union Support Staff who is employed in two or more regular part-time positions will receive pay for the duties performed in each position. A Union Support Staff’s percentage of time worked should not exceed 100 percent, except as noted on the following: FLSA non-exempt Union Support Staff may not be concurrently employed in an exempt position. Each Union Support Staff who is employed in multiple part-time positions will receive benefits commensurate with the total time worked on all part-time positions.

.050 Absence

Leave of Absence and Return from Leave of Absence – A leave of absence occurs when a Union Support Staff exhausts all accrued leave and goes on a leave without pay (LWOP) status. Any leave of absence must be approved by the employee's department head. In cases where the leave of absence exceeds 30 days, a letter must be submitted to the Assistant Director/Human Resources requesting approval. The Assistant Director/Human Resources and the Executive Director will determine whether approval of each request for leave without pay is for the good of the Union, and shall approve or not approve the request. A leave of absence for more than 30 days affects the employee in the following ways – length of service date, leave accrual, pay increases and benefits.

Military Leave - If a Union Support Staff is being granted leave without pay as a result of being called to active military duty, the Union Support Staff must submit a copy of the employee's orders that have been authenticated by the unit commander to the human resource department.

.060 Separations, Terminations and Personal Changes

Resignation – A Union Support Staff wishing to resign from employment in good standing is encouraged to file with the department head and Assistant Director/Human Resources, at least two weeks before the employee’s last day at work, a letter of resignation stating the effective date and the reason for leaving. (The two weeks of notice is requested to ensure a smooth transition of assignments and projects of the employee.) The human resource office is responsible for providing written acceptance of the resignation to the employee. If the employee fails to provide the required notice, a statement concerning such failure will be inserted in the employee's permanent record. Any compensatory holiday leave and vacation leave (up to 176 hours) will be paid to the employee. Unused sick leave and/or discretionary leave is not paid out due to resignation or termination.
End of Temporary Appointment – A Union Support Staff’s temporary appointment may be ended at any time during employment. A letter of resignation from the Union Support Staff is optional.

Change from Union Support Staff to Unclassified Service - If a Union Support Staff is changing type of service, (i.e., going from Union Support Staff to unclassified), the human resource department will complete necessary paperwork.

Retirement – A Union Support Staff who retires shall be paid for all compensatory leave, holiday compensatory leave, vacation leave (up to maximum accumulation) and sick leave (amount that is allowable according to balances and years of service). The Union Support Staff should notify the human resource department prior to retirement.

Death – If an employee dies, all holiday compensatory leave and vacation leave (up to maximum accumulation) will be paid out on the final paycheck.

Layoff – When a layoff is deemed in the best interest of the Union, the Executive Director will consult with the Assistant Director/Human Resources. The Executive Director approves all lay-offs. All compensatory leave, holiday compensatory leave, and vacation leave accrual will be paid to the Union Support Staff. Other dispensations related to health, dental and vision insurance benefits may be made, at the discretion of the Executive Director, based on financial and other considerations deemed to be in the best interest of the Union at the time the layoff occurs.

Home Address Change - Union Support Staff have an option to change their home address using self-service HRIS. The human resource department can also assist the Union Support Staff to update an address change. Home address indicates the employee's current address; where they reside. This is where an employee's paycheck, W-2 information, and health insurance information will be sent, if applicable. If the employee wishes the "Check Address" to be different than the "Home Address", they should contact the human resource department. (For example, a different address might be used when an employee is on leave away from the Manhattan area. The employee maintains a "home address" in the Manhattan area, but also maintains a temporary address while on leave.)

Phone Number Change – Union Support Staff have an option to change their phone number using self-service HRIS. The human resource department can also assist the employee to update a phone number change.

Withholding Home Address/Phone in Campus Phone Book – A Union Support Staff should contact the human resource department if they wish to withhold their home address and phone number from the K-State campus phone book. Work address, work phone and work e-mail address will still appear in the campus phone book and K-State On-line.

Name Change – For a Union Support Staff to make a change to their name the Union has on record for that individual, an original social security card with the new name must be presented to the human resource office. A new social security card can be issued by contacting a Social Security Administration office.

.070 Questions
Questions should be directed to the Human Resource Office (785) 532-6577.
4400 Union Support Staff Employment

4470 Disciplinary Action

.010 Policy

.010 Policy

K-State Student Union is committed to providing a positive, supportive, and harmonious work environment where employees can perform to their best ability. The Union recognizes that there are times when disciplinary action is necessary. It is important that performance and discipline problems be settled at the earliest stage possible through timely and appropriate verbal and written counseling by the employee's immediate supervisor. If, however, these actions do not correct the situation, the guidelines in this policy address formal disciplinary measures for employees who violate policies, fail to perform work satisfactorily, or behave in a manner detrimental to the Union and/or the university.

.030 Grounds for Disciplinary Actions

1. PERSONAL CONDUCT. Grounds for an Employee Assistance Program (EAP) mandatory referral, suspension with pay (decision-making leave), demotion, or dismissal of an employee for personal conduct includes, but is not limited to, the following:

- Gross misconduct or conduct grossly unbecoming an employee
- Felony conviction of a criminal act
- Immoral conduct
- Willful abuse or misappropriation of funds, materials, property, or equipment
- Making a false statement of material fact in the employee's application for employment
- Participation in any action that would in any way seriously disrupt or disturb the normal operation of the department, or any other segment of the Union and the university
- Trespassing on the property of any areas in the Union and/or the university for the purpose of harassing or forcing dialogue or discussion from the occupants or owners of such property
- Willful damage or destruction of property in the Union and the university
- Willful endangerment of the lives or property of others, or both
- Possession of unauthorized firearms or other lethal weapons while on the job
- Refusal to accept a reasonable and proper assignment from an authorized supervisor (insubordination)
• Being under the influence of alcohol or drugs while on the job
• Knowingly releasing confidential information from official records
• Use of the employee's position, use of the employee's time on the job, or use of property or facilities by the employee in connection with a political campaign
• Exhibiting personal conduct which could cause undue disruption of work or endanger the safety or property of others or self
• Gross carelessness or negligence
• Gross improper use of property
• Sexual harassment

2. WORK PERFORMANCE. Grounds for an Employee Assistance Program (EAP) mandatory referral, suspension with pay (decision-making leave), dismissal or demotion, of an employee for deficiencies in work performance include, but are not limited to, the following:

• Inefficiency or incompetence in the performance of duties or inability to perform the duties
• Negligence in the performance of duties
• Careless, negligent, or improper use of property
• Failure to maintain satisfactory and harmonious relationships with the public and fellow employees
• Habitual or flagrantly improper use of leave privileges
• Habitual pattern of failure to report for duty at the assigned time and place or to remain on duty
• Failure to obtain or maintain a current license or certificate or other authorization required to practice a trade, conduct a business, or practice a profession

3. ATTENDANCE ISSUES. For attendance issues, refer to Union policy 4480.

.040 Disciplinary Procedures

Nothing in these procedures prevents a supervisor from requesting an Employee Assistance Program (EAP) mandatory referral, a suspension with pay (decision-making leave), demotion, or dismissal of an employee to the Assistant Director/Human Resources for actions warranting such a measure.

1. DISCIPLINARY ACTION

   a. Oral Reminder (Supervisor level)

      i. In preparation, the immediate supervisor should gather and document information, observe the situation first-hand when possible, and plan a meeting designed to help the employee recognize the problem.

      ii. During the private conference, the supervisor should avoid the role of adversary, trying instead to guide the employee as follows:

          • State the problem clearly
          • Identify the changes that are expected
          • Ask for and listen to the employee's point of view
          • Encourage the employee to offer solutions
• Reach agreement on actions that will be taken and a timetable for that action

iii. Immediately after the meeting, the supervisor should document the discussion and the resulting agreement in a memo to the employee, a copy of which may be retained in the supervisor's working file rather than a personnel file. The employee should be informed that such a notation is being made.

b. Written Reminder (Supervisor level)

i. If the problem continues, the supervisor should send the employee a copy of the above memo with a cover note stating that the problem has not been resolved and that a second conference is necessary.

ii. During the second counseling session, the supervisor should continue to pursue a problem-solving approach, rather than a punitive one. The objective is to prevent recurring problems, not to punish for prior wrongdoing. A problem-solving approach, however, does not prevent a supervisor from expressing concern over an employee's continued unacceptable behavior. Each of the points to be included in the written notification, should be covered orally during the meeting.

iii. Following that meeting, the supervisor should provide the employee written notification, approved by the Assistant Director/Human Resources, that includes the following:

• A statement that this is a written reminder
• A clear, objective statement of the problem
• The desired changes not made to date
• An additional opportunity to correct the problem and the time period
• An offer of assistance as their supervisor
• Disciplinary consequences if the problem is not corrected.

iv. The employee's signature is required to acknowledge receipt, not necessarily agreement; one copy of the notification will be given to the employee and the original is placed in the employee’s personnel file.

c. Employee Assistance Program (EAP) mandatory referral

i. A mandatory referral to the Employee Assistance Program should be based strictly on unsatisfactory job performance or behavior. When a supervisor observes a general decline in an employee’s work performance or particular on-the-job incident(s) which may indicate an employee’s personal problem, the supervisor will:

• Consult with the Assistant Director/Human Resources and department head to discuss the referral to the EAP.
• Complete the Formal Management Referral form, available from the human resources office, and instruct the employee to sign the form. The form is then sent to the EAP provider. The form provides information for the EAP counselor about why the employee is being referred, and provides written consent from the employee for communication to take place between the K-State Student Union and the EAP.
• Instruct the employee to contact the EAP to receive a referral to a local counselor. Give the employee a deadline for when the call to the EAP must be completed.
ii. The employee receiving the mandatory EAP referral is not limited in the number of EAP sessions accessible to them; sessions will continue until the issue is resolved or the employee is no longer employed by the Union.

iii. Upon accessing the EAP, the employee is expected to immediately correct the problem situation and maintain acceptable performance and conduct in every area of the job, whether immediately related to the current problem or not. Any further problems that require disciplinary action may result in dismissal.

iv. In cases of a mandatory EAP referral, refusal to comply with the referral may result in further disciplinary action, up to and including termination of the employee.

d. **Suspension with Pay (Decision-Making Leave)**

i. The purpose of decision-making leave is to provide an employee with some critical thinking time. During this paid leave, an employee must decide whether the employee wishes to continue employment and, if so, what positive steps the employee will take to correct past deficiencies.

ii. A supervisor requesting a decision-making leave day for an employee shall contact the Assistant Director/Human Resources in writing, outlining a) previous counseling sessions, b) verbal and written reminders, and c) the problems that continue. If approved, the Assistant Director/Human Resources will notify the employee in writing of the date for the decision-making leave as well as when, where, and to whom the employee should report upon return from leave.

iii. The employee may appeal the decision to the Executive Director. An employee seeking a meeting to discuss the disciplinary action may be accompanied by an advocate.

iv. Immediately upon return from a decision-making leave, the employee must meet with the Assistant Director/Human Resources (or designee) to discuss the employee's decision. If the employee elects to remain at the Union, the employee will be advised as follows:

   Immediately correct the problem situation and maintain acceptable performance and conduct in every area of the job, whether immediately related to the current problem or not. Any further problems that require disciplinary action may result in dismissal.

e. **Demotion or Dismissal**

i. Supervisor requesting demotion or dismissal of an employee must request the action in writing to the Assistant Director/Human Resources. The letter should include why the action is being requested, what prior steps were taken to correct the situation, and any other pertinent documentation and information. The Assistant Director/Human Resources will review the request and notify the supervisor of the decision.

ii. Employees have full rights of appeal for demotion and dismissal actions.

.050 Appealing Disciplinary Actions
An employee may appeal a mandatory EAP referral, suspension, demotion or dismissal to the Assistant Director/Human Resources. The Executive Director will make a final decision after receiving the Assistant Director/Human Resources recommendation.

.060 Time Limits
The following time limitations apply to appeals:

- **Employee Performance Evaluation Appeal** - Within seven (7) calendar days of receiving formal notice of the rating, the employee must address an appeal in writing to the Assistant Director/Human Resources. The employee is encouraged, but not required, to sign the evaluation form before initiating an appeal. Within seven (7) calendar days of receiving the employee's written notice of appeal, the Assistant Director/Human Resources will meet with the employee and the supervisor. Within fourteen (14) calendar days and no later than (30) days of receiving the employee's notice of the appeal, the Assistant Director/Human Resources will make a decision on the rating and send a written notice to the employee and supervisor notifying them of the rating.

- **Appeal of Disciplinary Action (mandatory EAP referral, decision-making leaves, demotions or dismissals)** - The Assistant Director/Human Resources will set a deadline for the employee to appeal the proposed action in writing. Within ten (10) working days of receiving the employee's notice of appeal, the Assistant Director/Human Resources will hear the matter and make a recommendation to the Executive Director. The Executive Director will make a final decision on the proposed action and will notify the parties within five (5) working days of receiving the Assistant Director/Human Resources recommendation.

- **Complaints of Unfair Treatment** - Within sixty (60) calendar days after becoming aware of the problem, the employee must address an appeal in writing to the Assistant Director/Human Resources. Within ten (10) working days of receiving the employee's notice of appeal, the Assistant Director/Human Resources will hear the matter and make a recommendation to the Executive Director. The Executive Director will make a final decision in the matter and notify the parties within five (5) working days of receiving the Assistant Director/Human Resources recommendation.

.070 Questions
Questions should be directed to the human resource office at (785) 532-6577.
4400 Union Support Staff Employment

4480 Attendance Guidelines for Union Support Staff

.010 Introduction

.020 Purpose

.030 Work Practices

.040 Definitions

.050 Corrective Action

.060 Any Combination of Attendance Violations

.070 Requirements for a Chronic Pattern of Excessive or Unjustified Absences

.080 Attendance During Probationary Period

.090 Presumed Resignation

.100 Questions

.010 Introduction

An employee's work attendance has a direct effect on the K-State Student Union’s ability to provide intended services in support of the mission of the Union and university. An employee's attendance record is a possible consideration which every supervisor may consider when selecting for initial hire, regular status, transfer, or promotion. Misuse of leave privileges, excessive leave use, unexcused absences, tardiness, or a pattern of failure to report for, or remain at work, may be grounds for positive disciplinary action. Union policies acknowledge that circumstances may necessitate recommendations for varying levels of corrective action.

.020 Purpose

The following guidelines have been established to assure that:

- There is consistent attendance counseling and corrective action on a Union-wide basis.
- There is appropriate corrective action at the lowest level which is sufficient to address attendance concerns.
- There are clear steps to follow so that supervisors and employees may discuss attendance problems affecting the work unit and its productivity and have adequate time for employees to correct attendance deficiencies.
.030 Work Practices
As a condition of employment, employees are expected to report for duty at the assigned time and place and to remain on duty during scheduled work hours. Employees are also expected to accurately report hours worked and leave taken.

In any situation where an employee is unable to report or may be delayed in arriving for work at the assigned time and place, the employee must contact the immediate supervisor or other designated person prior to the start of the scheduled work shift. Except in the most unusual situations, the employee is expected to make the call personally, provide a projected length of absence, and explain reasons for the absence or tardiness. When absence is necessary, the employee must contact the supervisor before each scheduled shift unless the absence is approved in advance by the supervisor. The employee must also obtain supervisory authorization to leave the work site during a scheduled shift.

Responsibility for excusing tardiness or an unexpected absence rests with the immediate supervisor. In most situations, the supervisor will be expected to make the decision (whether tardiness or an unexpected absence is excused) when the employee returns. The supervisor should visit with the employee and personally review the employee's request and reasons to determine whether the absence or tardiness is appropriately excused. Supervisory discretion should be exercised depending on the severity of the violation. The supervisor should take any mitigating circumstances and the employee's attendance record into account when making the decision. In cases of absence or tardiness for medical reasons, when circumstances warrant, the supervisor may request medical certification after consulting with the Assistant Director/Human Resources to justify excusing the absence or tardiness, particularly if the employee has been absent three or more consecutive days.

.040 Definitions
There are several categories of attendance problems which represent misconduct. Appropriate responses to such problems will be determined based on the employee's record in all categories of attendance violations. Mitigating circumstances should be taken into account in determining appropriate responses. Incidents of attendance violations within one calendar year of the most recent violation may be considered when determining the appropriate response. Definitions of those categories are provided below.

Failure to Report for Duty:

Tardiness: Tardiness exists when an employee fails to report to work at the specified time. Corrective action may be taken if an employee is tardy. Repeated tardiness after verbal counseling is a pattern of tardiness.

No-Call, No-Show: An incident of no-call, no-show occurs when an employee both fails to report for work for a scheduled work shift and fails to notify the supervisor or designated person within 30 minutes of the start of the work shift of an intention to be absent.

Unjustified Absence: An unjustified absence occurs when a supervisor does not accept as reasonable, an employee's explanation for an absence or tardiness. A supervisor may designate a medical-related absence as unjustified only after consulting with the Assistant Director/Human Resources. The
supervisor should notify the employee in writing that the absence was not excused because it was unjustified. A copy of that notification should be placed in the employee's official personnel file.

Failure to Remain on Duty: An incident of failure to remain on duty occurs when an employee does not obtain permission to leave the work site during scheduled work time or takes or exceeds a break period without authorization.

Excessive Absence: Excessive absence from work occurs when an employee is away from work to the extent that completion of normal work requirements is adversely affected. These absences may have been excused or unexcused and caused by medical or other reasons. An employee must be notified that absences are excessive before such incidents can be counted toward corrective action. A supervisor may designate medical-related absences as excessive only after consulting Assistant Director/Human Resources.

.050 Corrective Action

Specific corrective steps related to the number of attendance-related incidents, those which cannot be excused or are excessive, have been established to deal with attendance problems resulting in misconduct. Before corrective action may be taken, employees must have been a) informed of these written attendance guidelines, b) advised that attendance problems exist, and c) cautioned that there may be specific consequences of violating attendance guidelines. Positive discipline steps are outlined below.

<table>
<thead>
<tr>
<th>NUMBER OF VIOLATIONS</th>
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<tbody>
<tr>
<td>Tardiness</td>
</tr>
<tr>
<td>No-Call, No-Show</td>
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<tr>
<td>Unjustified Absence, Failure to Remain, Excessive Absence</td>
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</tbody>
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<table>
<thead>
<tr>
<th>STEPS</th>
<th>Tardiness</th>
<th>No-Call, No-Show</th>
<th>Unjustified Absence, Failure to Remain, Excessive Absence</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Verbal Counseling</td>
<td>1-3</td>
<td>1</td>
<td>1-2</td>
</tr>
<tr>
<td>2) First Written Warning</td>
<td>4</td>
<td>1</td>
<td>2-3</td>
</tr>
<tr>
<td>3) Second Written Warning and Counseling Session</td>
<td>5</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>4) Demotion/Dismissal – Final Step</td>
<td>6</td>
<td>3</td>
<td>4+</td>
</tr>
</tbody>
</table>

Supervisors and employees may consult with the Assistant Director/Human Resources with questions related to the discipline process.

.060 Any Combination of Attendance Violations

All attendance violations within one calendar year of the most recent violation may be considered in determining the appropriate level of subsequent disciplinary actions. In some cases, both attendance violations and other incidents of misconduct may be considered in making positive discipline determinations. When such combinations occur, the employee's entire disciplinary record will be
considered to determine the appropriate level of disciplinary action for subsequent incidents of misconduct.

.070 Requirements for a Chronic Pattern of Excessive or Unjustified Absences
A chronic pattern of excessive or unjustified absences exists when an employee's absences from work—whether excused or not—have a serious negative effect on the Union’s ability to provide service. These absences can be for medical or non-medical reasons. If the absences are for medical reasons, requirements under federal and/or state law may dictate that certain absences not count toward disciplinary action. Supervisors should consult with the Assistant Director/Human Resources regarding such determinations. In cases where there is a chronic pattern of excessive or unjustified absence, notice will be given to the employee that the chronic absences are a hardship on the work unit and that additional requirements must be met in order to receive approved leave.

These requirements include:

- Two-weeks’ notice for use of annual leave, discretionary day or holiday compensatory time,
- Documentation to support other paid leave (funeral leave, jury duty, etc.),
- A physician's statement verifying incapacitation, medical reasons for an absence, and the anticipated date of return when sick leave or leave without pay is requested.
- After notice of a chronic pattern of absences has been given, another incident of unjustified or excessive absence should result in disciplinary action at the next higher step of positive discipline. If continuing absences result in leave without pay in two consecutive pay periods, even absences justified by physician's statements, may not be excused. In this case, the next higher step of positive discipline may be applied.
- When an employee has been placed on "chronic absence" restrictions, a regular (at least every six months) review of an employee's attendance record should be completed by the supervisor. These restrictions may be lifted by the supervisor if the employee corrects the chronic pattern of absence. An employee may request a review of his or her status related to chronic absence restrictions, if one is not initiated by the supervisor. Employees should be notified in writing regarding their status following each regular review.

.080 Attendance During Probationary Period
Time on leave (with or without pay) of more than thirty days shall not count toward total time on probationary status.

During the initial six-month probationary period, employees are expected to meet the Union’s attendance requirements. At least one oral counseling must be given before terminating an employee. The supervisor must give the employee a chance to correct performance deficiencies. Prior to dismissal, the supervisor must notify the Assistant Director/Human Resources of their intent to dismiss, provide the record of counseling, and allow time for the Assistant Director/Human Resources to review the case. Any pattern of absence, tardiness, failure to report (excused or unexcused), or other work rule violations which might develop during the initial probationary period may result in a supervisor’s recommendation for termination of the probationary appointment.
.090 Presumed Resignation

Five consecutive working days of unauthorized absence for which an employee is unable to provide a reasonable explanation is considered job abandonment and presumed resignation. A supervisor or designee should make reasonable attempts to contact the employee during this five-day period; however, failure to make contact with the employee does not excuse the absence.

The Assistant Director/Human Resources must be contacted after the second consecutive day of unauthorized absence. After discussion with the Assistant Director/Human Resources about attempts to contact the employee, the Assistant Director/Human Resources will notify the employee in writing that the employee will be terminated unless the employee returns to work or provides a reasonable explanation for the absence by a specified date.

.100 Questions

Questions should be directed to human resource office at (785) 532-6577.
4400 Union Support Staff Employment

4490 Mandated Placement/Layoff

.010 Definition

Mandated placements of Union Support Staff (USS) are those non-disciplinary placements directed by the K-State Student Union Executive Director.

.020 Background

Mandated placements occur for the following reasons:

- USS who are promoted and do not successfully complete probation may be placed in a position in the job classification (or at a comparable salary range) from which they were promoted.
- Layoff, due to lack of work or reorganization, eliminates the position of a permanent USS.
- An on the job injury renders a permanent USS unable (even with reasonable accommodation) to continue to satisfy the essential functions of the position, and the employee is, by education and experience, with or without reasonable accommodation, qualified to satisfy the essential functions of an open position.
- A disabling condition renders a permanent employee unable (even with reasonable accommodation) to continue accomplishing the essential functions of their position, and the employee is, by education and experience, with or without reasonable accommodation, qualified to satisfy the essential functions of an open position.

.040 Policy Statement

It is the policy of the Union that the circumstances noted in section .020 are appropriately accommodated by a mandated placement. With this consideration, necessary mandated placements shall be to the next open or available position at the Union which, after review by the Assistant Director/Human Resources, in consultation with the affected supervisor and/or department head, are considered to be a sound match of employee abilities to essential job functions.

It is the intent of this policy that department heads of affected departments and employees are fully involved and cooperative in this process. Department heads, when contacted, will be encouraged to view the individual circumstances openly and without bias.

Individual employees who are the subject of mandated placements are encouraged to maintain an open view. It is important that employees are consulted in the process. However, once a placement has been
validated by the Assistant Director/Human Resources and Executive Director, the employee may not reject the position, except in writing. The reasons for not accepting the position must be clearly and fully stated. If the reasons are not deemed to be valid, the employee will not be considered for other mandatory placements.

Once an employee has been deemed unable, on a permanent basis, to complete the essential functions of their position, and the employee is no longer in pay status, that employee’s position will be released for recruitment. The department head is responsible for acquiring and maintaining the employee on an otherwise vacant salary and position line until placement or termination has taken effect. Employees who subsequently recover and/or are able to be accommodated or placed, have no rights inherent or bumping rights. Their rights are to the next available position.

.050 Procedures
Where mandated placements are necessitated the following procedures will be in effect.

A. USS Who are Promoted and Do Not Successfully Complete Probation
The employing department is expected to keep the Assistant Director/Human Resources apprised of performance issues and problems occurring during the probationary period. The Assistant Director/Human Resources will provide guidance in establishing performance plans and criteria. Probationary employees should be informally evaluated and counseled at least monthly during the probationary period.

If, after three months of the six month probation period, the employee is not meeting expectations, the employing department head should notify the Assistant Director/Human Resources. The Assistant Director/Human Resources will counsel with the employee and advise the employee and the department head on rights, roles and responsibilities. If the employee's performance continues to be less than satisfactory, the department head should, again, advise the Assistant Director/Human Resources. (These time tables would be accelerated in the case of a three month probationary period.)

Assistant Director/Human Resources will:

- Identify current vacancies/recruitments at the employee's previous position and salary level;
- Review the skills set of the affected employee;
- Consult with the department head, specifically identifying issues which may affect the success of a placement;
- Expedite mandatory placement where there is a skill set match to position duties and departmental climate; and if there is a vacant position and,
- Provide follow-up counseling to the employee and department head, as needed.

B. Assistant Director/Human Resources and the Executive Director Indicates Sound Reason for Placement
Although not frequent, administrative reviews may necessitate the transfer of persons from one department to another. In these circumstances, the Assistant Director/Human Resources will then:

- Review the skills set of the affected employee;
C. Layoff Due to Lack of Work or Reorganization Requires Placement

These circumstances usually occur due to shortage of work or funds, the abolition of a position, or other change in duties or organization. Length of service and performance review ratings will be consideration factors in determining the layoff. The Executive Director (or designee) shall give written notice of the layoff to each employee in a position identified for layoff. The notice of layoff shall be at least 30 calendar days prior to the date of layoff. The notice is personally delivered to the employee by the Executive Director, Assistant Director/Human Resources, and department head. The letter will be signed by the employee acknowledging receipt. If the employee is not available or fails to appear to the meeting, another meeting will be scheduled. If the employee fails to appear to the meeting, a certified letter will be sent to the employee’s home address.

D. An On-the-Job Injury Renders a Union Support Staff Unable, With Reasonable Accommodation, to Continue to Satisfy the Essential Functions of Their Position

These situations fall under the auspices of the Workers' Compensation statutes and regulations. Critical to this process is the timely filing of an Accident Report. Once the injury has been approved as appropriate for Workers' Compensation payment the following procedure is in effect:

- The designated medical provider will perform or coordinate an assessment of the employee injury.
- The medical provider will provide the Assistant Director/Human Resources a diagnosis and prognosis statement, including the physical limitations of the injured employee.
- The Assistant Director/Human Resources will perform a skills inventory of the employee.
- The Assistant Director/Human Resources will review (with department head) the essential functions of the current position.
- If the employee can perform the essential functions of the position, with or without reasonable accommodation, the employee will continue in that position.
- If the employee cannot perform the essential functions of that position, but is suited by education and training to perform, with or without reasonable accommodation, the duties of a similarly situated position which is available, the employee will be placed in the available position.
- If the employee is not suited by education and training to perform the essential functions of a similarly situated position, the employee will be referred to Vocational Rehabilitation when appropriate.
- After retraining, the employee may be referred again for possible employment.

E. A Disabling Condition Renders a Permanent Employee Unable to Continue accomplishing the Essential Functions of Their Position

These circumstances usually occur due to an accident or illness that is non work related which permanently affects an employee's ability to continue in the present position. In these circumstances, the following will occur:
• The Assistant Director/Human Resources will determine that a disability exits, within the guidelines of the Americans with Disabilities Act.
• The Assistant Director/Human Resources will review the skills inventory and classification level of the affected individual.
• The Assistant Director/Human Resources will review available positions (if any) and determine the best fit of essential functions and employee skills.
• The Assistant Director/Human Resources and the affected department head will meet to review and confirm essential functions, necessary accommodations and placement necessity.
• The Assistant Director/Human Resources and the department head will meet with the individual to review the position and necessary accommodations.
• The Assistant Director/Human Resources will expedite mandatory placement where there is a match of skills inventory to position duties and departmental climate and an open position is available.

.060 Questions
Questions should be directed to the Assistant Director/Human Resources at (785) 532-6577 or the Executive Director at (785) 532-6591.
4600 Unclassified Employment

4650 Personnel Actions

.010 Introduction

.030 Verification of Employment Eligibility

.040 Types of Appointments

.050 Multiple Positions

.060 Employment Contracts

.070 Conflict of Interest

.080 Data Changes, Absence

.090 Mid-Year Base Salary Increases

.100 Separations, Terminations, and Personal Changes

.110 Questions

.010 Introduction
The K-State Student Union human resource office is responsible for maintaining all official personnel files.

This chapter provides information pertaining to policies and procedures for different types of unclassified personnel actions: Appointments, changes and separations/terminations.

.030 Verification of Employment Eligibility
Before an unclassified employee can be hired and placed on the payroll, the employee must first provide verification of employment eligibility. The Immigration Reform and Control Act of 1986 established a method to verify employment eligibility of new employees which is designed to prevent the employment of foreign nationals who are unauthorized to work in the U.S. An Employment Eligibility Verification Form I-9, must be completed for all new employees and copies of documentation used for verification must be submitted with appointment forms to K-State Human Capital Services. The employee cannot be hired and placed on the payroll without meeting the appropriate requirements.

The human resource department is required to physically examine the required documentation and complete Form I-9. New hires are not able to work until required documentation has been submitted to the human resource department.
Employment authorization is not required in the case of promotions, transfers or demotions. The verification process is also not required when an individual is rehired with a valid Form I-9 on file, but the previously completed Form I-9 must be reviewed to determine continued work eligibility. The Form I-9 is valid for a period of three years for rehire purposes. If documentation used for the previously completed Form I-9 has expired, the employee must provide unexpired documentation.

.040 Types of Appointments

The following are the different types of appointments associated with unclassified employees. Each type of appointment has specific rules for the beginning salary.

Nine or Twelve Month Basis - An unclassified appointment is made for the fiscal year (12 months). Employees receive their salary in 26 biweekly installments.

Regular Appointments - New regular appointments for staff include a contract and a completed Appointment Form. Such an employee who is hired with a regular contract will be appointed to a regular (budgeted) position. The employee will also be benefits eligible based on an FTE (full time equivalent) of .5 or greater.

The appointment date and the employee's contract must not be prior to the authorization signature or the date of authority. The date may not precede the date on the Unclassified Appointment Record, which is signed at the time the position is offered to the employee.

Those unclassified employees hired in a regular position are eligible for notice of non-reappointment.

Temporary Appointments - Unclassified temporary appointments are those that are either 1.) Less than .50 FTE for a period of a year or less or 2.) Those greater than or equal to .50 FTE for a period less than 90 days. An Appointment Form must be completed for all new Temporary Appointments. Temporary unclassified employees are not eligible for benefits, nor do they have contracts. An employee who is appointed as a temporary employee must be hired to a temporary (non-budgeted) position. Temporary appointments carry no expectation of continued appointment beyond the appointment end date. The standards for notice of non-reappointment do not apply.

A temporary appointment is a means of employing someone on a short term basis. Consecutive temporary appointments are not permitted. Multiple temporary appointments must not be used as a means of avoiding recruitment or providing benefits to an employee. Any employee who has a temporary appointment should only be working the amount of FTE assigned to that position. For example, an employee who is appointed .40 FTE should be working 16 hours a week. An employee who is appointed .50 FTE should be working 20 hours a week. No employee should have a part-time FTE and be working full-time and no employee should be working part-time and receiving full-time pay.

Unclassified Promotions - An unclassified promotion includes any type of promotion. Union Support Staff who accept an unclassified position with higher pay are considered an unclassified promotion also. Such employees should receive an increase in pay. An Appointment Form with a copy of the signed contract is required.
Transfers - This type of appointment should be indicated when a vacancy is being filled by means of an unclassified employee changing from one unclassified position to another position of the same rank or title. A new contract is not required.

.050 Multiple Positions
An individual may be employed at K-State and the Union at the same time since K-State and the Union are two separate entities.

.060 Employment Contracts
Contracts must be issued for each employee being hired to a regular appointment. Each contract will contain the following: employee name, department, effective date of employment, FTE, salary and end date, if applicable.

Contract Changes - A new contract is required for any of the following changes for an unclassified employee: a change to FTE of an existing appointment, a change to salary, promotion, demotion or transfer, change in title, or a change in rank/classification.

If there are changes to any part of an initial contract before the employee signs it, the change(s) must be written on the original contract and another contract will be prepared. If any part of an initial contract changes AFTER the employee signs it, changes must be written on the original contract. A copy of the original contract with revisions is retained by the human resource office and the original contract is submitted to K-State Office of Student Life. A revised contract will be issued by the Office of Student Life.

Contracts are not required for an employee with a total FTE of less than .50, no matter the duration. If the total appointment changes to .50 FTE or more, a contract will be issued by the Office of Student Life.

Employees who are appointed .50 FTE or more for more than 90 days must be issued a contract and are benefits eligible. When consecutive 90 day appointments occur, the employee must be issued a contract and assigned benefits.

.070 Conflict of Interest Form
As part of the annual appointment process, all unclassified staff with 100% time appointments must disclose whether they, or members of their immediate family (spouse and dependent children), personal household, or associate entities (e.g., corporations, partnerships or trusts) have consulting arrangements, significant financial or managerial interest, or employment in an outside entity whose financial or other interests would reasonably appear to be directly and significantly affected by the Union’s and/or the university’s activities. For more information, reference policy 3016, Conflict of Interest.

.080 Data Changes, Absence
Leave of Absence and Return from Leave of Absence - A leave of absence occurs when an unclassified employee exhausts all accrued leave and goes on a leave without pay (LWOP) status. Any leave of absence must be approved by the Executive Director.
Military Leave - If an employee is being granted leave without pay as a result of being called to active military duty, the employee will contact the human resource office to complete the Change or Separation Form and provide a copy of the employee's orders that have been authenticated by the unit commander.

Pay Rate Changes - An unclassified employee may receive a pay rate change at any time throughout the year as approved by the Executive Director. Those pay rate actions affecting an employee with a contract which do not occur during the annual budget process require a new contract and a Mid-Year Base Salary Increase Form.

.090 Mid-Year Base Salary Increases
The Mid-Year Base Salary Increase can be given to any regular unclassified professional at any time throughout the year other than the normal contract renewal period. A new contract must be issued by the K-State Office of Student Life.

.100 Separations, Terminations and Personal Changes
Resignation - An unclassified employee wishing to resign from employment in good standing will file with the department head and Assistant Director/Human Resources, at least three weeks before the employee’s last day at work, a letter of resignation stating the effective date and the reason for leaving. (The three weeks of notice is requested to ensure a smooth transition of assignments and projects of the employee.) The human resource office is responsible for providing written acceptance of the resignation to the employee. If the employee fails to provide the required notice, a statement concerning such failure will be inserted in the employee's permanent personnel record. Any compensatory holiday leave and vacation leave (up to 176 hours) will be paid to the employee. Unused sick leave and/or discretionary leave is not paid out due to resignation.

End of Temporary Appointment - An unclassified temporary employee's appointment may be ended at any time during employment. The department head notifies the human resource department they wish the appointment to end, or the human resources department will automatically terminate the employee one year from the original appointment date. A letter of resignation from the unclassified temporary employee is optional.

Change from Unclassified to Union Support Staff Service - If an employee is changing type of service (i.e., going from unclassified to Union Support Staff), A Change or Separation Form will be completed. The employee will meet with the Assistant Director/Human Resources concerning retirement plan enrollment.

Retirement - An unclassified employee who retires shall be paid for all holiday compensatory leave, vacation leave (up to 240 hours) and sick leave (amount that is allowable according to balances and years of service). The employee should notify the Assistant Director/Human Resources prior to retirement.

Death - If an unclassified employee dies while employed, all holiday compensatory leave and vacation leave (up to 176 hours) will be paid out on the final paycheck.
**Home Address Change** - Unclassified employees have an option to change their home address using self-service HRIS. The human resource department can also assist the employee to update an address change. Home address indicates the employee's current address; where they reside. This is where an employee's paycheck, W-2 information, and health insurance information will be sent, if applicable. If the employee wishes the "Check Address" to be different than the "Home Address", they should contact the human resource department. (For example, a different address might be used when an employee is on leave away from the Manhattan area. The employee maintains a "home address" in the Manhattan area, but also maintains a temporary mailing address while on leave.)

**Phone Number Change** – Employees have an option to change their phone number using self-service HRIS. The human resource department can also assist the employee to update a phone number change.

**Withholding Home Address/Phone in Campus Phone Book** – An unclassified employee should contact the human resource department if they wish to withhold their home address and phone number from the K-State phone book. Work address, work phone and work e-mail address will still appear in the phone book and the online white pages.

**Name Change** – For an unclassified employee to make a change to their name the Union has on record for that individual, an original social security card with the new name must be presented to the human resource office. A new social security card can be issued by contacting a Social Security Administration office.

**.110 Questions**
Questions should be directed to the human resource office at (785) 532-6577.
4700 Student Employment

4720 Hourly Student Employees

.010 General

.020 Eligibility

.025 Recruitment Procedures

.040 Federal Insurance Contributions Act Tax - FICA (Social Security Tax)

.050 Entitlements

.060 Work Week and Pay Period

.070 Maximum Hours of Work

.080 Wage Rates

.100 Appointment

.110 Paychecks/Direct Deposits

.120 Federal College Work Study Program (CWSP)

.130 Performance Reviews

.140 Disciplinary Actions and Dismissal

.145 Grievance Procedure

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.010 General
Hourly student employees include both undergraduate and graduate students who are employed on an hourly basis. Their appointment and payroll procedures are different and need to be distinguished from Graduate Assistants. Hourly student employees also include the students employed under the Federal College Work Study Program (CWSP). Please note that there are some special limitations and procedures for the CWSP hourly student employees set forth in some of the following paragraphs.

.020 Eligibility
To be eligible for employment as an hourly student employee, a person must be at least 16 years old (at least 18 years old for employment in the maintenance department).
Student employees must be enrolled at K-State in no fewer than six credit hours during the fall or spring semester. For employment during the summer (from start of summer semester registration through the day before the fall semester begins) the person must: 1) have been enrolled in no fewer than 6 hours in the past spring semester or 2) be pre-enrolled in the upcoming fall semester in no fewer than 6 hours or 3) be enrolled in the summer semester for any number of credit hours or 4) be admitted to study in the upcoming fall semester. Students with an F1 or J1 visa may only be employed during the summer semester if 1) they have been enrolled in no fewer than six credit hours in the previous spring semester or 2) are enrolled in any number of hours in the summer semester. The exact beginning and ending dates of each semester and how these dates relate to student employment are routinely published by K-State Human Capital Services. Students who were not enrolled for the previous fall semester and who enroll for the spring semester may begin work effective the first day of the pay period in which the spring semester begins.

"Career, professional" employees are not eligible for employment as hourly student employees. This includes those whose primary duty consists of the performance of services requiring knowledge of an advanced type; whose work requires the consistent exercise of discretion and judgment in its performance; and whose work is predominantly intellectual and varied in character. In addition, employees who must be licensed by a governmental entity to perform a certain function (with the exception of a valid driver's license) has the status of a career employee and thus not eligible for employment as an hourly student worker. An alternate employment relationship must be utilized such as a temporary appointment.

Non-University Student Employment: Under unusual circumstance, the Union may hire a high school student, age 16 or older, or a student enrolled at another college or university. When attempting to fill a vacant student position, every effort should be made to hire a student enrolled at K-State. During the school year, the person must be enrolled in high school or in a post-secondary program. During the summer months, the person must have been enrolled in the previous spring semester.

.025 Recruitment Procedures

The Union is an equal employment opportunity/affirmative action employer. The Union actively seeks diversity among its employees. Federal and state legislation prohibits discrimination on the basis of race, religion, color, national origin, ancestry, sex, age, disability, and veteran status. Every effort should be made to recruit and hire students of color.

For each student position (or group of positions that are essentially alike) a job title and brief description stating the duties to be performed should be established. All student positions should be advertised and all students should be given an equal opportunity to apply. The human resource office will publicize student jobs by one or more methods: Listing vacancy with K-State’s Career and Employment Services; send email announcements to student employees; Union website; other appropriate forms of communication with students.

.040 Federal Insurance Contributions Act Tax (Social Security Tax)

Per Internal Revenue Service regulations, hourly student employees are exempt from the payment of social security and Medicare taxes (commonly referred to as FICA tax) during the academic year under the conditions described:
• The hourly student must be enrolled in at least six undergraduate and/or graduate semester hours at K-State during a fall or spring semester or three undergraduate or graduate credit hours during the summer semester and regularly attending classes.
• The student’s appointment must be incidental to his/her course of study. The tax exemption will not apply if the appointment is considered to be an individual’s primary activity at the university. Therefore, at no time will a student qualify for the exemption if the student works more than 30 hours per week.
• Non-university student employees are always subject to social security and Medicare taxes.

If a student does not meet these criteria, then a portion of their gross wages must be withheld for social security and Medicare taxes, and the Union must pay an additional portion. Non-resident alien student employees with F-1 or J-1 visas are usually exempt from social security and Medicare taxes.

.050 Entitlements
Hourly student employees are covered by Worker’s Compensation and Unemployment Compensation coverage. Students are not eligible to earn compensatory time.

.060 Work Week and Pay Period
The work week for hourly student employees begins at 12:01 a.m. Sunday and ends at 12:00 midnight Saturday. The pay period for hourly student employees begins at 12:01 a.m. Sunday and ends at 12:00 midnight on the second following Saturday. The normal pay date is Friday, two weeks after the end of the pay period. All student employees must clock in and out using the timekeeping system. A Time and Leave document will be produced at the end of the pay period. This document must be signed by the student in ink, approved by the supervisor and retained by human resources. Time documents have to be retained for at least five years. If changes have been made to the time document, the employees must initial the changes even if they make the changes.

.070 Maximum Hours of Work
Students are officially classified as part-time and should be limited to only working an average of 29 hours per week except for students who hold an F-1 or J-1 visa who should be limited to only working 20 hours per week. The human resource office will track student hours to determine the average number of hours worked for each employee.

When students are employed in more than one department concurrently, or work for the Union and for the university concurrently, the sum of hours worked in all departments may not exceed the above stated maximums.

.080 Wage Rates
The Union’s minimum wage rate for hourly student employees follows the federal minimum wage regulation. There is no maximum wage rate. Students are not eligible for shift differential or other premium pay.

The hourly rate for a student position will be based on factors such as:

• Pay Scale A: Entry level for positions requiring minimum skills and responsibilities;
- Pay Scale B: Limited responsibilities such as lead worker, higher than entry-level skills and responsibilities;
- Pay Scale C: High-level skills and responsibilities and/or unusual hours and availability, generally department coordinator positions;
- Pay Scale D: Major supervisory position that requires a very high level of responsibilities and skills;
- Longevity, merit, and recruitment difficulty.

Movement from step to step is based on length of service. A student promoted to a different pay scale will be placed on step 1 and be eligible for a pay raise one year from the effective date of the promotion. A student hired in two different positions on two different pay scales will be placed on step 1 in the new position and be eligible for a raise as a new hire. Changes in hourly rates of pay are to be effective only at the beginning of a pay period.

.100 Appointment

New student hires are not eligible to work until they have completed the necessary paperwork and orientation with human resources; there are no exceptions. Hourly student employees remain active in HRIS until terminated or until such time as the employee no longer meets the eligibility for employment as an hourly student employee and is terminated by the human resource department.

.110 Paychecks/Direct Deposits

Student employees are highly encouraged to have their pay direct deposited to one or more financial institutions of their choice. Direct deposit pay advices are available electronically through Employee Self Service in HRIS a week prior to payday. Students who do not elect to have their payroll directly deposited to a checking or savings account or do not submit their direct deposit information in a timely manner, will be provided a paper paycheck.

.120 Federal College Work Study Program (CWSP)

The regular Federal College Work Study Program (CWSP) is a federally subsidized program to promote part-time employment of financially eligible students. The financial aid program is administered by the K-State Student Financial Assistance Office. The program provides federal funds up to a maximum of 75% of the CWSP hourly student wages. The Union provides at least 25% matching funds and 20% of their total CWSP payroll to help pay the administrative costs of the program. Most hourly student positions at the Union are eligible to be filled by a student with CWSP eligibility, and funded accordingly. Non-Resident Alien student employees are not eligible for CWSP. Eligibility for CWSP is determined by the K-State Student Financial Assistance Office.

.130 Performance Reviews

Upon employment, student hourly employees will be advised of the performance review process. The performance review process serves to provide feedback to the student on the strengths and weaknesses of job performance in relation to Union expectations. Students are evaluated at the end of each semester.
.140 Disciplinary Actions and Dismissal
Disciplinary action for hourly student employees can include verbal counseling, written warnings, or termination of employment. Student employees may be dismissed at any time, with or without cause or notice. For example, a student employee may be dismissed for such things as lack of funds, lack of work, change in organizational needs, failure to meet minimum enrollment requirements, non-performance or insufficient performance of duties, or other behavior detrimental to the Union. However, all employees should be given opportunities to correct work deficiencies. Disciplinary action and terminations must be approved by the Assistant Director/Human Resources.

.145 Grievance Procedure
The Union believes that its employees are a valuable resource and realizes that occasional employment conflicts are inevitable. It is the Union's goal to promptly resolve all employee concerns/complaints. Should a problem or conflict arise in a work situation, students are advised to discuss the matter directly with their immediate supervisor. If the matter cannot be resolved with the supervisor, the matter should be directed to the department head and then finally the Assistant Director/Human Resources. Students may appeal disciplinary actions and dismissals to the Executive Director if still not satisfied, within 10 calendar days.

.160 Questions
Questions should be referred to the human resource office at (785) 532-6577.
4800 Employee Benefits

4810 Retirement and Savings Plans

.010 Introduction

.020 Mandatory Retirement Plan

.070 Voluntary 403(b) Savings Plan

.100 Retirement Benefits and Procedure

.110 Post Retirement Return to Work

.120 Questions

.010 Introduction
Contributions to retirement plans are directed by applicable federal laws, including the Internal Revenue Code. Specific criteria for participation as well as relevant statutes, regulations, and policies are discussed within the plan. Benefits eligibility is required: Unclassified employees must have a regular, probationary, or contract appointed at least .5 FTE and Union Support Staff must be in a non-temporary position requiring at least 1,000 hours per year.

.020 Mandatory Retirement Plan
The Mandatory Retirement Plan (“Plan”) is a defined contribution IRC 403(b) retirement plan. Contributions are made by payroll deduction on a pre-tax basis and are taxed when distributed.

Eligibility
Employees participate in the mandatory retirement plan immediately upon meeting one of the eligibility criteria:

- Following one year of benefits-eligible service;
- Upon employment with membership in Kansas Police & Firefighters Retirement System; or
- Upon documentation of participation in a mandatory retirement plan at an institution of higher education within the U.S. for 365 consecutive days within the past five years, provided that the Documentation of Service is submitted to the human resource department within 90 days of hire.

Newly hired employees who meet any of the criteria for waiving the one-year waiting period should contact the human resource department concerning the waiver.

Participation
An eligible unclassified employee contributes 5.5% of their gross salary and the Union contributes an amount equal to 8.5% of the employee’s gross salary to TIAA for the employee. Contributions are invested as the employee directs from among the investment options provided under the plan.
An eligible Union Support Staff contributes 4.0% of their gross salary and the Union contributes an amount equal to 4.0% of the employee’s gross salary to TIAA for the employee. Contributions are invested as the employee directs from among the investment options provided under the plan.

Contributions are pre-taxed through payroll deduction. Any employee who does not select investment options prior to the end of the pay period in which eligibility is confirmed will have the contributions invested in the TIAA age-specific lifecycle fund by default. The employee is able to make changes to their investment options at any time by contacting Union’s TIAA financial consultant.

When an employee participating in the plan is called to active military duty and is then on military leave without pay, contributions to the plan are suspended. Upon the employee’s return to payroll, the employee will be given the option to pay the employee portion of retirement contributions which would have been made if the employee had been in pay status rather than on unpaid military leave. If the employee chooses to pay the employee contributions, the Union will pay the employer contributions.

Provider
The approved provider for the Union is TIAA.

Access to Mandatory Retirement Funds
An active employee cannot access mandatory retirement funds. Fund access is dependent upon termination. Movement from a benefits-eligible position to a non-benefits-eligible position (i.e., less than 0.5 FTE, GA, or student employment, et al) does not allow access to retirement funds.

After terminating employment, the former employee may:

- Leave the funds with the retirement provider;
- Transfer the funds to another retirement plan account;
- Withdraw the funds through a lump sum or systematic withdrawals; or
- Use a combination of these options over time.

To initiate a withdrawal or transfer of funds after termination, the participant must complete the withdrawal or transfer form provided by TIAA. Plan authorization for the withdrawal or transfer is provided by the Assistant Director/Human Resources.

The mandatory retirement plan does not include a loan provision.

Special Distributions
Participants in the plan who have a Qualified Domestic Relations Order (QDRO) that will impact any of their retirement plan assets are obligated to inform TIAA.

Mandatory Retirement Plan Benefits
There is no mandatory retirement age. For purposes of eligibility for certain statutory retirement benefits, retirement may be no earlier than the 55th birthday. Employees who retire between ages of 55-59 must have ten years of service in a benefits-eligible position. There is no minimum service requirement at age 60 or older. The retiree will work directly with TIAA to explore retirement income distribution options.
.070 Voluntary 403(b) Savings Plan

The Union maintains a 403(b) voluntary retirement savings plan. Through this plan, pre-tax employee contributions are made through payroll deduction to qualifying accounts. The Union does not contribute to this plan.

Eligibility for Voluntary Plan

Immediately upon employment, any employee in a benefits-eligible position at the Union is eligible to contribute to the voluntary 403(b) retirement savings account as long as that person has not already made the maximum annual contribution to this plan either at the Union or through contributions with any other employer. The employee is responsible for confirming contributions with any employer other than the Union.

Participation in Voluntary Plan

The maximum amount of voluntary contributions to this plan cannot exceed the applicable federal limit for the calendar year. This amount is established under Internal Revenue Code Section 402(g)(1)(B), increased by any approved cost of living adjustments.

Special catch-up contribution limits may also be available to participants, based on the employee’s age and years of service.

Contributions are made through payroll deduction on a pre-tax basis. The minimum contribution is $10 per pay period or a percentage of gross pay, not less than one percent, which would produce a minimum of $10 per pay period. An eligible employee may start, change, or stop contributions at any time.

No contributions are made when the employee is on leave without pay status.

Employees who are retiring from the Union have the opportunity to roll the net accrued amount of their accumulated leave payout (ie. sick leave, vacation, etc.) into a TIAA supplemental 403(b) plan. Employees should contact the Assistant Director/Human Resources and TIAA.

Voluntary Plan Providers

TIAA is the voluntary plan provider.

Access to Voluntary Plan Funds

Fund access is dependent upon termination of all employment, upon the participant reaching 59½ years of age, or upon the participant being approved for long-term disability benefits.

Upon meeting one of the above criteria, the participant may:

- Leave the funds with the retirement provider;
- Transfer the funds to another retirement plan account;
- Withdraw the funds through a lump sum or systematic withdrawals, subject to federal and state taxation laws and regulations; or
Use a combination of these options over time.

Special Distributions from Voluntary Plan

When allowed, a loan may be taken from voluntary 403(b) funds if the employee has not defaulted on any previous 403(b) loan. The loan amount is limited to one-half of the account balance or $50,000, whichever amount is lower. To initiate the loan process, the participant must complete the loan application form provided by TIAA.

Voluntary pre-tax 403(b) funds may be available for hardship withdrawal for defined reasons:

- Tax-deductible medical expenses incurred by participant, participant’s spouse or dependent(s)
- Purchase or construction of principal residence (excluding mortgage payments)
- Payment of college tuition, related educational fees, and room and board expenses for participant or participant’s spouse, children, or dependents
- Payment to prevent eviction from participant’s principal residence or foreclosure on the mortgage of participant’s principal residence
- Payments for burial or funeral expenses for participant’s deceased spouse, children or dependents
- Tax-deductible casualty expenses for repair of damage to participant’s principal residence

To request a hardship withdrawal, the participant must complete the application form provided by TIAA. When a hardship withdrawal is approved, the participant’s contribution to the voluntary 403(b) must be stopped for six months.

Participants in the plan who have a Qualified Domestic Relations Order (QDRO) that will impact any of their retirement plan assets are obligated to inform TIAA.

.100 Retirement Benefits and Procedure

Successful retirement planning will convert potentially complex decisions into a manageable process. TIAA and the Assistant Director/Human Resources will provide information and confidential counsel throughout the retirement planning process. Employees must notify the Assistant Director/Human Resources of their impending retirement.

Vacation Leave Payout - A retiring employee will be paid for accumulated vacation leave at the time of retirement to a maximum of 240 hours at the employee’s regular hourly rate of pay. This payment is included in the employee’s final Union paycheck.

Sick Leave Payout - Payment for part of an employee’s sick leave balance will be paid at retirement only when these conditions are met:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Sick Leave Balance (in hours)</th>
<th>Hours Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 or more</td>
<td>800</td>
<td>240</td>
</tr>
<tr>
<td>15 or more</td>
<td>1,000</td>
<td>360</td>
</tr>
<tr>
<td>25 or more</td>
<td>1,200</td>
<td>480</td>
</tr>
</tbody>
</table>
The payout is calculated using the employee’s hourly wage rate at the time of retirement and included in the retiree’s final paycheck from the Union.

**Compensatory Time Payout**
Accumulated holiday compensatory time is paid at retirement.

**Life Insurance**
Any life insurance plans in place when an employee retires may be continued according to the coverage limitations of the applicable policy. Additional information is available from the human resource office.

**Other Benefits at Retirement**
Retirees are eligible to retain their K-State Wildcat ID card and to use all services which require the card. Contact the ID Center for more information. Other benefits (i.e., reduced rates for campus events, parking pass, access to recreation facilities, etc.) may be available to retirees. Questions concerning such retirement benefits should be directed to the office administering the service.

Retirees in good standing with the Union who were eligible for dental and vision insurance with the Union upon retirement have the option to retain such insurance plans through the Union’s group insurance plans until such time as the retiree terminates the insurance; death; or the Union Corporation Board (UCB) determines to eliminate the retiree benefit. Should the UCB elect to terminate the benefit, retirees active in the plan at the time of plan termination will be informed of such in writing, at least thirty (30) days prior to benefit termination.

Retirees are not eligible to access health insurance with the Union upon retirement, except whereby an employee is eligible under COBRA.

Retirees who waive participation prior to their actual retirement date, forfeit participation/re-enrollment access at a later date.

An employee must elect to continue their dental and/or vision coverage through the Union prior to retirement. Retirees who are participating in employee-only coverage for dental and vision insurance at the time of retirement, may not add a spouse and/or dependent(s) to the plan. If the retiree is currently enrolled in spouse/dependent plan coverage, the retiree may elect to continue the same plan as they were enrolled in prior to retirement. Should the retiree’s coverage be terminated for any reason, the retiree’s spouse and/or dependent(s) may not remain on the plan.

Retirees are responsible to pay the total annual premium portion in full to the Union. Failure to pay may result in termination of insurance for the retiree and render them ineligible to participate/re-enroll at a later date.

.110 Post-Retirement Return to Work
IRS rulings and case law confirm that access to retirement funds requires a bona fide separation from service. Consequently, rehiring a retiree must be in the best interest of the Union and within the bounds of this policy. The retiree may not be rehired into the same position with job duties and job title identical to those which he/she held before retirement. Any rehire is subject to the normal Union
recruitment approval process. In addition, the Assistant Director/Human Resources must approve the initial rehire of all retirees prior to allowing the retiree to work.

**Mandatory Retirement Plan Participants**
A retiree who participated in the mandatory retirement plan may be rehired no earlier than 60 calendar days after the retirement date. Access to retirement funds will be dependent upon retirement provider policy.

**.120 Questions**
Questions should be directed to the Assistant Director/Human Resources at (785) 532-6577.
4800 Employee Benefits

4820 Insurance Programs

.010 Introduction

.020 Eligibility for Participation

.030 Disability Income Benefit

.050 Group Health Insurance

.060 Insured Death Benefit

.070 Supplemental Life Insurance

.090 Unemployment Insurance

.100 Questions

.010 Introduction
The K-State Student Union provides benefits eligible employees with insurance and related programs as part of their total compensation package. Some of these programs are inherent with a benefits-eligible employee's position and others are optional at the election of the employee. The composition and enrollment periods for these programs change from time to time. Therefore, it is prudent for all employees to stay informed concerning the current status of these programs.

.020 Eligibility for Participation
Eligibility for participation in these programs is dependent upon the employee appointment status:

- **Unclassified Employees** (exempt and non-exempt) – Appointed to either a full-time (1.0 FTE) or part-time (.75 FTE or more) regular position are benefits eligible for program participation.
- **Union Support Staff** (exempt and non-exempt) – Appointed to either a full-time (1.0 FTE) or part-time (.75 FTE or more) regular position requiring at least 1,000 hours of compensable service per year are benefits eligible for program participation.
- **Student Employees** Students are classified as part-time and are limited to working an average of 29 hours per workweek. Students are not eligible to participate in insurance programs at the Union unless and until they are consistently working for the Union for 30+ hours in a workweek.

The Union offers health insurance to full time employees. Under the Health Care Reform Act, full time employees are those clearly scheduled to work 30+ hours per workweek.

The Union offers insurance to all employees classified as full time over a 12 month measurement period.
.030 Long Term Disability Income Benefit

The Union pays the cost of coverage as a benefit to each benefits-eligible employee. Employees are eligible the first of the month following the date they enter an eligible position. A certificate of disability income benefit coverage is furnished to each employee.

If an employee, while covered for benefits under this plan, becomes totally disabled, the disability income provider will pay a monthly disability income commencing after the later of the 180 day elimination period or the first day upon which the employee ceases to draw compensation from the Union. The maximum benefit period is:

<table>
<thead>
<tr>
<th>Age at Disability</th>
<th>Maximum Period of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than age 60</td>
<td>To age 65, but not less than 5 years</td>
</tr>
<tr>
<td>Age 60</td>
<td>60 months</td>
</tr>
<tr>
<td>Age 61</td>
<td>48 months</td>
</tr>
<tr>
<td>Age 62</td>
<td>42 months</td>
</tr>
<tr>
<td>Age 63</td>
<td>36 months</td>
</tr>
<tr>
<td>Age 64</td>
<td>30 months</td>
</tr>
<tr>
<td>Age 65</td>
<td>24 months</td>
</tr>
<tr>
<td>Age 66</td>
<td>21 months</td>
</tr>
</tbody>
</table>

In no event will any disability income benefit be paid for:

- The first 180 days of continuous total disability (elimination period); or
- While the employee continues to draw compensation from their employer; or
- Other restrictions may apply.

An employee is disabled when the Long Term Disability Company determines that:

- The employee is limited from performing the material and substantial duties of our regular occupation due to sickness or injury; and
- The employee has 20% or more loss in their indexed monthly earnings due to the same sickness or injury.

Eligibility to Receive Benefits:

Employees must be continuously disabled through the elimination period. The disability will be treated as continuous if the disability stops for 30 days or less during the elimination period.

The elimination period is 180 days.

Receiving payments:

Payments will be received when the company approves the claim, providing the elimination period has been met and the employee is disabled. Employees will receive payment monthly for any period for which the company is liable.
**Amount of Payment:**
The following process will be used to figure payment:
- Multiply monthly earnings by 66.6667%.
- The maximum monthly benefit is $6,000.
- Compare the answer from item 1 with the maximum monthly benefit. The lesser of these two amounts is the gross disability payment.
- Subtract from the gross disability payment any deductible sources of income.

The amount figured in item 4 is the monthly payment.

The LTD company will subtract from the gross disability payment from some sources of income that is outlined in the manual.

**Payments will Stop:**
Payments will end on the earliest of the following:
- During the first 24 months of payments, when the employee is able to work in their regular occupation on a part-time basis but choose not to;
- After 24 months of payments, when the employee is able to work in any occupation on a part-time basis but choose not to;
- The end of the maximum period of payment;
- The date the employee is no longer disabled under the terms of the plan;
- The date of disability earnings exceed the amount allowable under the plan;
- The date the employee dies.

**Disabilities Not Covered Under the Plan:**
The plan does not cover any disabilities caused by, contributed to by, or resulting from:
- Intentionally self-inflicted injuries.
- Active participation in a riot.
- Loss of a professional license, occupational license or certification.
- Commission of a crime for which the employee has been convicted under state or federal law.
- Pre-existing condition.

**If an Employee Returns to Work Full Time and the Disability Occurs Again:**
If the employee has a recurrent disability, the disability will be treated as part of the prior claim and the employee will not have to complete another elimination period if:
- The employee was continuously insured under the plan for the period between the prior claim and the recurrent disability; and
- The recurrent disability occurs within 6 months of the end of the prior claim.

The employee’s recurrent disability will be subject to the same terms of the plan as the prior claim. Any disability which occurs after 6 months from the date of the prior claim ended will be treated as a new claim. The new claim will be subject to all of the policy provisions.
.050 Group Health Insurance

The type of health insurance program available is based upon the negotiation between the insurance provider(s) and the Union. Generally, these include such programs as: medical; dental; pharmaceutical; vision; and mental health. This may vary from year to year as programs are renegotiated. Participation in any of these health care programs is optional for the employee.

Student employees, graduate assistants, and temporary employees are not eligible to participate in the health insurance program as long as they do not average working 30 hours per workweek. Benefits eligible employees who work an average of 30 or more hours in a workweek may enroll in the health insurance program at the following times:

- No later than the first 31 calendar days of date of hire; or
- During the annual open enrollment period; or
- Within 31 calendar days of a status change as defined by the insurance plan standards and applicable laws.

Once eligibility requirements are met, all benefits eligible employees must select health insurance or waive health insurance coverage within 31 calendar days by properly completing a Group Health Insurance Enrollment Form. The Group Health Insurance Enrollment Form is the application for coverage and an authorization by the employee to deduct from earnings the amount due for the coverage selected, if applicable. All Group Health Insurance Enrollment Forms must be completed in full, including the employee's signature, date and attachment of appropriate supporting documents. If a benefits eligible employee does not elect to enroll in the group health insurance program, a Group Health Insurance Enrollment Waiver Form must be signed and completed by the employee. The Group Health Insurance Enrollment Form will be submitted to the human resource office during the employee's eligibility period.

Benefits eligible employees may elect coverage for: themselves; themselves and spouse; themselves and child(ren); or full family. The employee pays for participation in this program through semi-monthly payroll deductions of pre-tax or after-tax premiums. The Union contributes additional amounts, depending on the type of enrollment and budgetary considerations.

The Union and the insurance providers reserve the right to request documentation to support proof of relationship, dependency, and/or residency. A social security number (SSN) is required for any dependent over 60 days of age.

A newly hired eligible employee becomes eligible for group health insurance coverage on the first day of the following month of hire.

During the annual open enrollment period each calendar year, the human resource office furnishes information to benefits eligible employees concerning changes that will be effective the next plan year. Employees will be advised of the election options available to them during this open enrollment period. Employees will receive a Summary of Benefits Coverage during the open enrollment period. Employees on either voluntary or involuntary Leave Without Pay (LWOP) may be permitted to continue their group health insurance coverage during the LWOP period. The human resource office will furnish information to the employee concerning this continuation option.
An employee on Leave Without Pay under the Family and Medical Leave Act (FMLA) provisions is allowed to continue their group health insurance coverage under the same conditions and at the same level of employee and employer contributions as would have been provided if the employee had been continuously employed. Employees on FMLA leave will be subject to any change in group health insurance plans or benefits that affect all employees. Employees on FMLA leave will be given notice of the opportunity to change plans or benefits that are available to all employees.

The Consolidated Omnibus Budget Reconciliation Act (COBRA) allows certain individuals the right to continue health insurance coverage upon separation of employment. Employees and their dependents whose lose health insurance coverage under the Union group health insurance program have the right to elect to continue coverage by paying the premiums themselves. The type of continuation is based upon the medical, dental, and/or vision care programs the employee was enrolled in at the time of their employment. If an employee goes on leave without pay and then terminates employment and the employee does not continue group health insurance coverage during the leave without pay period, that employee and any dependents would not be eligible for COBRA continuation because they were not participating in the group health insurance program at the time of the leave without pay.

Group health insurance coverage is discontinued at the end of the month in which the employee separates from the Union.

The Union will honor, to the extent possible, the provisions of a Qualified Medical Child Support Order (QMCHO), issued by a district court after July 1, 1994, that does not violate the provisions of the group health insurance program. It will be assumed that the child(ren) will meet the definition of dependent for group health insurance purposes.

The human resource office is responsible for administering the group health insurance program to the following extent:

- Enrolling newly eligible employees;
- Changing program participation based upon qualifying events;
- Terminating coverage;
- Deducting premiums from employee's paycheck;
- Collecting premium payments from employees, as necessary.

**.060 Insured Death Benefit**

The Union has basic term life insurance. Upon the death of an employee, the insured death benefit provides the employee's named beneficiary 150% of the employee's annual base-rate of compensation. Basic term life insurance will be reduced by 35% for an insured who attain age 65; will reduce an additional 25% of the original amount of insurance at age 70; will further reduce 15% of the original amount of the insurance at age 75; and will terminate when the insured retires.

An employee who terminates their employment due to resignation or retirement, has the right to convert all or a portion of the insured death benefit from term insurance to an individual life insurance policy without submitting proof of insurability. This conversion option must be elected within 31 calendar days of termination of employment. The insurance underwriter will notify the employee as to
the premium amounts, payment methods, etc. The human resource office will provide the employee with the conversion document upon resignation or retirement.

The insured death benefit program premiums are paid for by the Union and underwritten by the life insurance company.

**Actively at work or active work** means to be eligible to be insured, or for any increase in insurance, an eligible person must be actively at work; performing all of the normal duties of the job and working at least the minimum number of hours each week per appointment. Eligibility will not be suspended for time off for vacation, jury duty, or funeral leave, where the person could have been actively at work. Eligibility will be suspended for time off due to an injury or sickness, or layoff as established by the Union.

Coverage may be extended for up to three months for an insured who qualifies for a leave of absence under the Family and Medical Leave Act, providing appropriate documentation is submitted.

**.070 Supplemental Life Insurance**

Benefits eligible employees have the option to purchase supplemental life insurance.

**Teachers and Employees Association (TEA) of Kansas State University, for Union Employees**

The Teachers and Employees Association (TEA) of Kansas State University offers a term life insurance plan to Union employees. Member coverage is available from $10,000 to $250,000 in $5,000 increments, not to exceed five times the employee's annual salary. Benefits eligible employees may enroll in TEA for up to $50,000 term life insurance coverage, if elected within 31 days of their hire date, without proof of insurability. Members may enroll or increase their level of coverage up to $20,000, without proof of insurability, within 30 days of marriage, change in marital status, birth or adoption of a child. Applications submitted at any other times will require proof of insurability. Metropolitan Life Insurance Company, the insurance plan underwriter, reserves the right to order medical tests necessary to determine insurability. This life insurance plan offers coverage for the employee's spouse and children as well as the employee.

TEA life insurance for a spouse has three levels of coverage:

<table>
<thead>
<tr>
<th>Level</th>
<th>Spouse</th>
<th>Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level I</td>
<td>$4,000</td>
<td>scaled by age</td>
</tr>
<tr>
<td>Level II</td>
<td>$10,000</td>
<td>$5,000 per child</td>
</tr>
<tr>
<td>Level III</td>
<td>$25,000</td>
<td>$5,000 per child</td>
</tr>
</tbody>
</table>

**Note:**
Level I coverage requires the employee to be enrolled for at least $10,000 of term life insurance. Level II coverage requires the employee to be enrolled for at least $20,000 of term life insurance. Level III coverage requires the employee to be enrolled for at least $50,000 of term life insurance.

The premium is based upon employee age, amount of coverage selected, and whether or not spouse and children coverage is selected.
This plan has a continuous open enrollment. Coverage commences upon acceptance of the enrollment form, payment of the one-time processing fee and approval of the application by Metropolitan Life Insurance Company. If approved, coverage is effective the first day of the month following notification by Metropolitan Life Insurance Company of acceptance.

Employees may reduce their coverage level or cancel participation by submitting a letter stating their intention to the human resource office.

Effective November 1, 1998, an Accelerated Benefits Option (ABO) became available to the TEA member and spouse, but not the children. This option applies only to those TEA members with insurance coverage of at least $10,000. Under the ABO, a TEA member may receive an accelerated benefit of up to 75% of their life insurance coverage (less an administrative fee) if, as a result of an injury or sickness, they are diagnosed as terminally ill, with six months or less to live, and from which there is no reasonable prospect of recovery. This same option and conditions are available to those with spouse coverage. Claims for this provision are subject to an independent medical review and approval by Metropolitan Life Insurance Company. Payment will be made in a lump sum. The remaining life insurance proceeds will be reduced by the amount of the accelerated benefit payment. Premiums will be reduced to correspond with this new, lower face amount. This Accelerated Benefit Option purposely does not allow a full payment of total life insurance coverage before death. This assures that the life insurance coverage continues to serve the function for which it was intended and helps ensure that beneficiaries receive some benefit at the time of death. Accelerated benefit payments can be used to help pay catastrophic health care bills or nursing home expenses that could otherwise deplete a well-planned estate. The payments may also provide funds for necessary living expenses that are lost when income is reduced upon disability.

This group term life insurance plan includes conversion privileges. Conversion privileges means that upon resignation of employment, the member has the privilege of converting this term life insurance plan into an individual, whole life policy through Metropolitan Life Insurance Company. Upon retirement, the member has the privilege of continuing this life insurance plan through TEA; however, the face value of the insurance is reduced to a maximum of $10,000 if age 69 and under or $2,000 if age 70 and over. Spouse and children coverage is reduced to $1,000 each.

.090 Unemployment Insurance

Unemployment insurance is an insurance program that provides temporary, monetary benefits to qualified unemployed workers. Unemployed workers must meet specific eligibility requirements in order to receive unemployment benefits. The Union participates in this program.

The Kansas Employment Security Law was enacted to provide some income during limited unemployment of those individuals who are unemployed due to conditions in the economy or labor market and through no fault of their own. Unemployment insurance pays benefits to qualified unemployed workers until they are recalled by the employer; until they find a job for which they are reasonably suited in terms of training, experience, and wages; or until they reach the maximum benefit payable.

.100 Questions

Questions should be addressed to the human resource office at (785) 532-6577.
K-State Student Union
Employee Accident/Injury/Illness Report

- For a life threatening accident/injury/illness: Proceed to the emergency room or dial 911 immediately.
- For a non-life threatening accident/injury/illness: Contact the human resource department for guidance.

Only employees of the K-State Student Union should complete this form. For accidents/injuries that do not involve a Union employee, a K-State Student Union Incident Report should be completed.

For Employee to Complete

Name: ____________________________________________________________________________________

First               Middle               Last

Address: __________________________________________________________________________________

Street    City   State   Zip Code

Primary Phone: ________________________ Date of Birth:_____ ____________________

Job Title and Department: ____________________________________________________________________

Date of Accident/Injury/Illness: _____________________    Time of Accident/Injury: ____________________

Was the accident/injury/illness work related?     Yes (     )    No (     )

Describe how and where the accident/injury/illness occurred; include what employee was doing at the time of the accident/injury/illness occurred. List the specific body part(s) affected and the initial extent of the accident/injury/illness.

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

Was medical treatment needed? Yes ( )  No ( )

Was employee seen in the ER?  Yes ( )  No ( )

Did employee leave work?  Yes ( )  No ( )
Names of all witnesses to the accident/injury/illness:
__________________________________________________________________________________________
__________________________________________________________________________________________

Prior to this report, had the employee sustained an injury to the body part for which this report relates?
Yes (  )    No (  )

Include any additional information pertinent to this accident/illness/injury that is important for Union human resources, Safety Committee, or the worker’s compensation carrier to be made aware of:
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

I affirm the information in this report is true and complete to the best of my knowledge. I understand that willfully making false statements for the purpose of obtaining or denying employee benefits is a crime. I also understand that making false statements is subject to disciplinary actions, up to and including termination by the K-State Student Union.

__________________________  ________________________________________________________
Date     Signature of Employee
K-State Student Union
Employee Accident/Injury/Illness Report

For Supervisor or Department Head to Complete

Date Notified of Accident/Injury/Illness: ____________________ Time Reported: ____________________

Person Who Reported Accident/Injury/Illness to Supervisor/Department Head: __________________________

Location Where Accident/Injury/Illness Occurred and Explanation of Accident/Injury/Illness:
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

Was the Employee Performing Regular Job Duties at the Time of the Accident/Injury/Illness? Yes (  ) No (  )

Was Safety Equipment/Machinery Necessary, Provided and Used When the Accident/Injury/Illness Occurred? Yes (  ) No (  )** N/A (  )

**If No, Explain:
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

In Your Opinion, Was An Unsafe Act Being Performed at the Time of the Accident/Injury/Illness? Yes (  )** No (  )

**If Yes, Explain:
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

Indicate Any/All Conditions That May Have Contributed to the Accident/Injury/Illness:

<table>
<thead>
<tr>
<th>Unused/Unavailable Lifting Equipment</th>
<th>Wet/Slippery Floor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unused/Unavailable Safety Device (Gloves, Knee pads, Goggles, etc.)</td>
<td>Interaction with Coworker or Union Guest</td>
</tr>
<tr>
<td>Unguarded Equipment</td>
<td>Chemical or Fumes Exposure</td>
</tr>
<tr>
<td>Defective Tools or Equipment</td>
<td>Chemical Ingestion</td>
</tr>
<tr>
<td>Obstructed View</td>
<td>Lack of Training</td>
</tr>
<tr>
<td>Other:</td>
<td>Electrical</td>
</tr>
</tbody>
</table>

Indicate Any Changes That Potentially Reduce or Eliminate the Hazard(s) Identified:
Comments:

Date

Signature of Supervisor/Department Head

For HR Use Only

Date Report Received: ________________

Date Report Filed With WC Carrier (if applicable): ________________
K-State Student Union
Probable Cause Documentation

See K-State Student Union Policy 4825.040 A.) 3. for more information.

Employee Name: __________________________ Date of Accident/Injury/Illness: ____________

Department Head Name: __________________________

The Department Head listed above, along with the Assistant Director/Human Resources, believe the employee listed above may be under the influence or impaired due to drugs and/or alcohol. The alleged influence/impairment may have contributed to a serious accident/injury/illness while performing duties/functions associated with the K-State Student Union. The Department Head and Assistant Director/Human Resources believe this due to the following observations (Note: The observance of one or more of the following does not in itself imply the employee is under the influence or impaired due to drugs and/or alcohol. This form is used strictly to document observed evidence to support a need for a post-incident drug/alcohol screen):

Balance:
☐ Swaying ☐ Staggering ☐ Falling ☐ Needs Support

Walking:
☐ Swaying ☐ Staggering ☐ Needs Support

Speech:
☐ Slurred ☐ Confused ☐ Slow ☐ Not Understandable

Eyes:
☐ Dilated ☐ Watery ☐ Glassy ☐ Bloodshot ☐ Droopy

Attitude:
☐ Combative ☐ Sleepy ☐ Indifferent ☐ Excited ☐ Insulting

Description of unusual actions/observations: ______________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

Department Head Signature: _______________________________

Assistant Director/Human Resources Signature: _______________________________
4800 Employee Benefits

4825 Worker’s Compensation Insurance

.010 Introduction

.020 Responding to an Accident, Illness, or Injury

.025 Reporting an Accident, Illness, or Injury Free From Retaliation

.030 Medical Treatment

.040 Post-Incident Drug and Alcohol Testing

.050 Random and Probable Cause Testing

.060 Post-Incident Drug and Alcohol Testing Methods

.070 Consent or Refusal to Consent to Post-Incident Drug and Alcohol Testing

.080 Safety Committee Review

.090 Disability Compensation Due to Work-Related Injury

.100 Worker’s Compensation as it Relates to the Family and Medical Leave Act

.110 Return to Work

.120 Reporting Fraud/Abuse

.130 Record Keeping

.140 Drug and Alcohol Training

.150 Questions and Forms

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.010 Introduction

Employees of the K-State Student Union are provided protection under the Worker's Compensation Act. This policy does not supersede any state or federal requirements.

When an employee has an accident, illness, or injury that is job-related, the employee may be eligible for worker’s compensation benefits. The Union pays 100% of the worker’s compensation insurance premium. Employee eligibility and benefits are in accordance with federal and state worker’s compensation laws. The Union’s contracted worker’s compensation insurance company is responsible for determining compensability and providing benefits contained within the Worker's Compensation Act.

**.020 Responding to an Accident, Illness, or Injury**

Reporting accidents/injuries/illnesses — Work related accidents, injuries, or occupational diseases must be reported for all employees injured while performing the duties of their employment, regardless of where the situation occurred. When an employee has sustained an employment-related accident, illness or injury, the employee will contact their immediate supervisor, department head, or the human resource department immediately. All on-the-job accidents, injuries and illnesses must be reported to the supervisor within 24 hours. Any supervisor who hears or knows of an accident, illness or injury should inquire directly of the employee and make the necessary report.

A *K-State Student Union Employee Accident/Injury/Illness Report* will be completed following supervisor notification and submitted to the Assistant Director/Human Resources within 2 working days of the accident/injury/illness. Upon receipt of the Employee Accident/Injury/Illness Report, the human resource office will report the accident/injury/illness to the worker’s compensation insurance company. Failure to report work related accidents/injuries/illnesses to the human resource office within the required time limit may result in denial of worker’s compensation benefits to the employee.

**.025 Reporting an Accident, Illness, or Injury Free From Retaliation**

No employee shall be deterred or discouraged from reporting an accident, injury or illness of themselves or any other employee with fear of retaliation.

**.030 Medical Treatment**

The human resource department will provide the employee with authorization and instructions on where to seek medical treatment, if needed. (The employee will be referred to an authorized medical facility that specializes in worker’s compensation injuries in the local area. If immediate medical treatment is necessary, prior authorization is not necessary. Emergency medical services should be contacted by calling 911. The human resource department will report the employment-related accident, illness or injury to the Union’s worker’s compensation carrier.

The employee will alert the medical provider that they are being seen due to a work-related accident, illness, or injury.

The employee may elect to see their own medical professional, however per Kansas law, the worker’s compensation insurance carrier is only obligated to pay the first $500.00 of any charges from an unauthorized medical professional. The employee will be responsible for payment of any charges not covered by the worker’s compensation insurance carrier for unauthorized treatment.

Once treatment has been received, the employee must report back to the Assistant Director/Human Resources with any information related to the necessity of ongoing treatment.
and/or work restrictions necessary. It is the employee’s responsibility to keep the Assistant Director/Human Resources apprised of any changes in treatment or work restrictions.

.040 Post-Incident Drug and Alcohol Testing

The Union is committed to providing a safe work environment for all employees. Because the use of illegal drugs and alcoholic beverages by any employee could potentially endanger the physical safety of themselves, fellow employees, and guests of the Union, the Union may require a drug and/or alcohol test be performed on any employee who is directly or indirectly involved in certain incidents which may occur when the employee is on duty.

This procedure applies to all employees of the Union, regardless of position, and will include temporary, part-time, and student employees.

A.) Situations Warranting Testing

The following situations may warrant testing:

- When an employee is injured while working and the injury is such that it requires time away from the employee’s normally scheduled shift for more than two consecutive shifts and/or requires professional medical care;
- When an employee caused an injury to any other individual involved in the incident in which the other individual requires medical care (i.e. the causing employee will be tested if their actions resulted in the injury of another person.);
- When there is a reasonable possibility that drug use by the injured employee was a contributing factor to the reported injury or illness;
- Where the department head and Assistant Director/Human Resources, or designees, agree that the facts of the incident/accident indicate there is probable cause to believe the employee may have been under the influence or impaired at the time of the injury or illness due to drugs and/or alcohol, and the probable cause has been documented as such. Documentation should occur within 2 hours of notification of the incident/accident.

Appropriate use of prescription medication is not prohibited. However, it is illegal for any employee to take prescription medication that is not prescribed to them. Union employees may not report to work under the influence of alcohol, medication, or any illegal drug which impairs the employee to do his/her job or may endanger others.

For injuries requiring immediate outside medical attention, testing may be conducted at the initial visit. If immediate medical attention is not required, testing may be conducted at the time of the first outside medical treatment.

B.) After-Hours Testing

For employees who were injured and seek medical attention after regular business hours or on weekends, Via Christi Clinic will be contacted by Manhattan hospital personnel in order to execute testing.
.050 Random and Probable Cause Testing

The Union will not authorize random drug and/or alcohol testing to any employee, nor will the Union authorize probable cause testing if no incident or injury precipitated the desire for probable cause testing.

.060 Post-Incident Drug and Alcohol Testing Methods

A.) Testing for Drugs: An 8-panel drug screen will be performed to test for drugs. A positive drug test means that drugs were detected. Should an employee test positive for drugs, the employee will have the opportunity to confirm the legal use of any prescribed medication that may have caused the positive test result. This is generally done with confirmation provided directly by the prescribing physician, medical facility, or pharmacist. A positive drug test for which legal use cannot be confirmed will be considered under the influence and the employee will be subject to disciplinary action, up to and including termination.

The 8-panel drug screen tests for the following:
- 1. Marijuana (THC)
- 2. Cocaine (COC)
- 3. Amphetamine (AMP)
- 4. Methamphetamine (METH)
- 5. Benzodiazepine (BZO)
- 6. Morphine/Opiates (MOR)
- 7. Phencyclidine (PCP)
- 8. Barbiturates (BAR)

B.) Testing for Alcohol: A Breath Alcohol Test (BAT) will be used to test for alcohol. Should an employee’s test results indicate an alcohol level at .04% or more, they will be considered under the influence of alcohol and is subject to disciplinary action, up to and including termination.

.070 Consent or Refusal to Consent to Post-Incident Drug and Alcohol Testing

An employee who refuses to cooperate with post-incident alcohol and/or drug testing will be immediately suspended from duty and subject to disciplinary action, up to and including termination, pending an investigation.

.080 Safety Committee Review

The Union Safety Committee will review all illness, accident, and injury reports in order to determine if additional safety training, new safety equipment, etc. is warranted. The names of any employee(s) listed on the reports will not be disclosed to the Safety Committee members.

.090 Disability Compensation Due to Work-Related Injury

A claims adjustor/investigator from the worker’s compensation insurance carrier will review the employee’s claim. If the claim is determined to be compensable and the injured employee's medical restrictions cannot be accommodated by the Union, the injured employee may be
entitled to disability benefits. The employee is not entitled to benefits for the first week they are off work, unless they are off work three consecutive weeks. Thereafter, payments shall be made in a sum equal to 66 2/3% of the employee's gross average weekly wage, not to exceed the maximum benefit provisions of the Worker's Compensation Act. Reimbursement for travel to obtain authorized medical treatment is payable at a mileage rate set by the Worker's Compensation Act, including round trips that exceed five miles.

The time away from work for an employee to receive the initial evaluation and care and treatment for a job related injury or illness under the worker's compensation program is not chargeable to the employee's accrued leave credits. However, any time away from work after the initial evaluation, to include care and treatment and follow up appointments, is charged to the employee's accrued leave credits in the following order: Sick, Vacation, Holiday Compensatory Time, Discretionary Day, Leave Without Pay.

Employees who are awarded worker's compensation pay are granted use of accumulated leave to pay the difference between their regular pay and the worker's compensation pay. Normally, leave credits are used in the following order until exhausted: Sick, Vacation, Holiday Compensatory Time, Discretionary Day.

.100 Worker’s Compensation as it Relates to the Family and Medical Leave Act
If the work related injury for which the employee is receiving worker's compensation benefits meets the criteria of a "serious health condition", the time that the employee is off work (i.e. the time covered by worker's compensation and any accrued leave) will be counted as part of the employee's 12-work week FMLA leave entitlement.

.110 Return to Work
The Assistant Director/Human Resources shall be contacted by the employee prior to returning to work from a job-related accident, illness or injury, with or without restrictions, full-time or part-time, to ensure a smooth transition and to discuss any accommodations that may be necessary.

.120 Reporting Fraud and Abuse
The Worker's Compensation Act contains penalties for acts of fraud and/or abuse. Anyone suspected of making false reports of working for another employer while drawing disability benefits, or otherwise abusing the worker's compensation system, are to be reported immediately by calling 1-800-613-0014.

.130 Record Keeping
All records that contain employee medical and health information is filed in the human resources office in a secure location separate and apart from other personnel files and accessible only by those authorized in accordance with applicable laws.
.140 Drug and Alcohol Training
Training will be provided to all employees regarding the effects of drugs and alcohol with a review of the Union's Employee Assistance Program and this policy with respect to drugs and alcohol. Training of all employees will be conducted upon hire and annually thereafter. Copies of training documentation will be securely maintained in the human resource office.

.150 Questions and Forms
For questions, contact the human resource office at (785) 532-6577. Forms for use to report an accident, illness, or injury are available in the human resource office. All forms related to worker’s compensation are from the Kansas Department of Labor website at http://www.dol.ks.gov/WorkComp/Default.aspx.
4800 Employee Benefits

4830 Identification Cards

.020 Obtaining ID Cards Upon Employment

.030 Lost ID Cards

.040 Upon Separation

.050 Questions

.020 Obtaining ID Cards Upon Employment
Each employee, during the initial orientation process, will be issued a K-State ID and Union ID badge. K-State students are issued a K-State ID card during university orientation.

ID Badges:
- Non-students will have first name, last name, and work unit on the ID badge.
- Students will have first name, and work unit on the ID badge. Last name will not appear on the ID badge.
- All employees must wear their staff ID badge while on the clock. Not wearing the badge may be subject to disciplinary action.
- The ID badge must be prominent and visible. It must be worn at jacket-lapel height or on a lanyard around the neck. Badges should not be worn at waist-length.
- If an employee is issued and expected to wear a uniform while at work, and the uniform has the employee’s name displayed, the employee does not also have to wear an ID badge.
- No hats or sunglasses may be worn during photo capture (unless a reasonable accommodation has been made due to religious beliefs or disability).
- The ID badge may not be altered in any way after issuance and may only be worn by the person whose name appears on the badge.
- All departing staff are required to turn in their ID badge to the human resource office.

.030 Lost ID Cards
Lost ID cards can be replaced by contacting the K-State ID Center. Cost for a replacement of the K-State ID card is $20.00; to be paid by the employee. Lost Union ID badges can be replaced by contacting the Bowling Center. The Union ID badge first replacement is free; second replacement is $10.00, paid by the employee.

.040 Upon Separation
All separating employees (except retirees) are to surrender their identification cards to the human resource office. Retirees that desire to retain their K-State ID card, need to inform the Assistant Director/Human Resources. Retirees will then have their card appropriately designated.
.050 Questions
K-State ID card questions should be referred to the K-State ID Center at (785) 532-6399. Questions regarding the Union ID badge should be referred to the human resource office at (785) 532-6577.
4800 Employee Benefits

4850 Employee Assistance Program

.010 General Information

.020 Purpose

.030 Policy

.035 Types of Referrals

.040 Guidelines

.050 Confidentiality

.055 Exception of Confidentiality

.060 Responsibilities

.070 Procedures

.090 Questions

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.010 General Information

The K-State Student Union is interested in the health and well-being of its most valued resource—its employees. It is in the best interest of both the employees and the Union to provide assistance to those with personal problems including alcohol and chemical abuse or dependency, mental or emotional illnesses, family and work relationships, and/or other conditions which may adversely affect job performance.

While it is recognized that the personal life of employees is their own, it is also recognized that numerous problems encountered by employees often result in poor and unacceptable job performance. It is the desire of the Union to help rather than merely discipline employees whose job performance deterioration is caused by such problems. The goal is to retain valued employees who may be facing personal problems, to stop job performance deterioration before it results in either disciplinary action or termination of employment, and maintain a workforce which is efficient, proficient and effective.

This policy is not intended to supplant the normal disciplinary process or in any way block an employee’s access to grievance procedures, as outlined in this policy manual.

.020 Purpose

The Employee Assistance Program (EAP) is an education, intervention and referral service to help employees get in touch with their personal problems and concerns. The purpose of the
Employee Assistance Program is to provide skilled behavioral health professionals to assist all employees in developing lifestyles that are physically, mentally, and emotionally healthy.

The Union offers the Employee Assistance Program to all non-student employees and their immediate families. (Union student employees are not covered under the EAP due to the robust services and supports provided to them by Kansas State University.) This program believes the best approach to employee productivity is to encourage wellness and promote efficiency by utilizing programs which contribute to the well-being of its members.

.030 Policy
The Employee Assistance Program is where employees may access counseling and related services in order to find resolutions to existing problems. The EAP is designed to assist in:

- Providing assessment, referral, follow-up, and monitoring for employees who are experiencing personal problems;
- Motivating employees and their family members to seek help;
- Directing employees toward appropriate resources for assistance;
- Assisting management and supervisory personnel at all levels in determining whether a referral would be appropriate when an employee’s performance declines or he/she has not responded to corrective discipline;
- Assisting management in fitness-for-duty situations; and
- Developing preventive techniques.

.035 Types of Referrals
Referrals to the EAP will be (1) Self-Referrals; (2) Supervisor Suggested Referrals; or (3) Supervisor Mandated Referrals.

1. **Self-Referrals** – The Union encourages employees to take the responsibility to seek assistance in preventing the development of health or personal problems which may affect his/her job performance. This is a voluntary referral.

2. **Supervisor Suggested Referral** – If a supervisor feels an employee needs help with a problem, the supervisor may suggest the employee contact the EAP for assistance. As in self-referrals, this is a voluntary referral. The EAP is also available to consult with management in determining when a referral should be recommended to an employee.

3. **Supervisor Mandated Referral** – Mandated referral to the EAP should be based on unsatisfactory job performance. Supervisors must work in cooperation with the Union Assistant Director/Human Resources in cases of a mandatory referral. When an employee is directed to use the EAP as a condition of employment, he/she must comply with all required referrals for diagnosis. Additionally, the employee must fully cooperate and participate in all prescribed services, counseling, and/or rehabilitation. For additional information regarding a mandatory EAP referral, see policy 4470, Disciplinary Action.

.040 Guidelines
The Employee Assistance Program is designed to provide assistance to employees and their immediate family with personal problems affecting job performance.
Employees with problems that potentially may affect their job performance are encouraged to contact the Employee Assistance Program provider or the Union Assistant Director/Human Resources.

Participation in the Employee Assistance Program does not negate appropriate disciplinary action. Neither participation nor non-participation in the Employee Assistance Program will in itself have any effect on decisions concerning an individual's employment status. Participation in the EAP will not jeopardize an employee's job security, promotional opportunities, or reputation. The key element to continued employment is satisfactory job performance.

.050 Confidentiality

1. **Records** – All records created by the EAP staff are maintained by the EAP and are kept confidential in accordance with applicable laws. EAP records are not shared with the Union and will not become part of the employee’s personnel file.

2. **Self-Referrals** – When an employee self refers, Union management will be contacted only upon written request and authorization of the employee.

3. **Supervisor Suggested Referral** – In an employee uses the EAP based upon a suggested referral by his/her supervisor, the employee may authorize the EAP to inform the supervisor if the employee kept the appointment and if the employee is following through with recommended services, counseling, and/or rehabilitation.

4. **Supervisor Mandated Referral** – In cases of a mandated referral, the EAP will inform the Assistant Director/Human Resources if the employee kept the appointment. Additionally, with the authorization of the employee, the EAP will inform the Assistant Director/Human Resources if the employee has complied and met the requirements of the EAP referral for evaluation, diagnosis and the resulting referral for services, counseling, or and/rehabilitation.

.055 Exception of Confidentiality

The EAP may disclose information communicated by an employee if required by subpoena to testify in a Court of law or before an administrative body concerning the matters communicated.

.060 Responsibilities

The Assistant Director/Human Resources is responsible for:

- Promoting the Employee Assistance Program;
- Educating eligible employees about the program;
- Training supervisors/managers on proper utilization of EAP services;
- Preparing budgetary input in support of the Employee Assistance Program.

Supervisors play a key role in the EAP process. They have the responsibility of monitoring job performance and initiating corrective action when it is substandard. Through the EAP, the supervisor gains techniques with which to deal with job performance. Because of their place in the Union organizational structure they also represent a unique referral source in the EAP process.

Supervisors are not diagnosticians or therapists; their role pertains only to job performance.
.070 Procedures

The initial intake assessment process will be at no cost to the employee provided the employee utilizes the Union’s designated EAP. Employees will be financially responsible for any costs incurred in undertaking treatment or counseling beyond the assessment process. The Union’s health insurance program *may* provide payment or reimbursement for *some* of the services.

The Union will make every effort to provide the employee with appropriate leaves of absence for treatment and/or rehabilitation arranged through the Employee Assistance Program. There is not "free time" to attend treatment sessions; however, employees are permitted to attend the intake assessment (1-2 hours) without use of personal leaves of absence. Generally, accrued sick leave will be granted for treatment and/or rehabilitation on the same basis as for other health concerns. Consideration will also be given for the use of vacation or discretionary leave or leave without pay if paid leave is not available.

EAP procedures also recognize that certain situations might include other family members in the problem dynamics. Referral to the EAP might result from a family member's intervention and follow-up services can include family members.

.090 Questions

Questions should be addressed to the human resource office at (785) 532-6577.
Employee leaves and absences are defined and administered by applicable Federal and State laws, regulations, and policies listed below:

- Department of Labor, Family and Medical Leave Act Provisions
- Chapter 4220, Hours of Work, Overtime and Overtime Pay, and Compensatory Time
- Executive Orders from the Governor of Kansas

Some leave programs have specific employment eligibility requirements, some programs have an employment time minimum, and still other leaves are for specific purposes. For most leave
programs, eligible unclassified employees must be in a regular contract position and Union Support Staff must be in a non-temporary position requiring at least 1000 hours per year. Accrual rates are mirrored by the State of Kansas and where applicable, according to the overtime status (exempt/non-exempt) of an employee. Union Support Staff have additional criteria for leave accrual based on years of service.

.020 Accrued Leave

Accrued leaves are those categories of leave programs in which a specified amount of leave is added to each qualifying employee's leave balance during each pay period.

Both eligible unclassified employees and Union Support Staff earn vacation leave and sick leave. The amount of leave accrued per pay period is dependent upon the number of hours in pay status (hours worked and paid leave) or the percentage of full-time equivalent of the appointment.

Sick Leave

Sick leave may be used for these reasons only:

- Illness or disability of the employee and for personal medical, psychiatric or dental appointments, including pregnancy and childbirth.
- Illness or disability of the employee's family member and for appointments with a family member if the employee's presence is necessary, such as for minor children.
- Legal quarantine of the employee.
- Adoption of a child by an employee or initial placement of a foster child in the home, when the initial placement reasonably requires the employee to be absent from work.

A family member is defined as any person related to the employee by blood, marriage, or adoption and any minor residing in the employee's residence as members of the employee's household because of court proceedings. Family member also includes "Other qualified adult," defined as an individual with a committed personal relationship with an employee and who lives in such employee’s household.

Sick Leave Accrual

Eligible employees accrue sick leave as shown in the chart appropriate to employment classification and overtime-eligibility status. Sick leave continues to accrue throughout eligible employment without any limit being applied. Sick leave hours earned by an employee during a biweekly pay period are accrued by the employee for use on the first day of the following pay period. Sick leave cannot be used before it is accrued.
### Non-Exempt Union Support Staff Sick Leave Accrual

<table>
<thead>
<tr>
<th>Hours per Pay Period In Pay Status</th>
<th>Sick Leave Hours Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-7</td>
<td>0.0</td>
</tr>
<tr>
<td>8-15</td>
<td>0.4</td>
</tr>
<tr>
<td>16-23</td>
<td>0.8</td>
</tr>
<tr>
<td>24-31</td>
<td>1.2</td>
</tr>
<tr>
<td>32-39</td>
<td>1.6</td>
</tr>
<tr>
<td>40-47</td>
<td>2.0</td>
</tr>
<tr>
<td>48-55</td>
<td>2.4</td>
</tr>
<tr>
<td>56-63</td>
<td>2.8</td>
</tr>
<tr>
<td>64-71</td>
<td>3.2</td>
</tr>
<tr>
<td>72-79</td>
<td>3.6</td>
</tr>
<tr>
<td>80</td>
<td>3.7</td>
</tr>
</tbody>
</table>

### Exempt Employees Sick Leave Accrual

<table>
<thead>
<tr>
<th>% of Time In Pay Status</th>
<th>Sick Leave Hours Earned</th>
<th>Appointment FTE</th>
<th>Sick Leave Hours Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>&lt; .25</td>
<td>.9</td>
</tr>
<tr>
<td></td>
<td></td>
<td>.25 - .49</td>
<td>1.9</td>
</tr>
<tr>
<td>&gt; 0%</td>
<td>3.7</td>
<td>.5 - .74</td>
<td>2.8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>.75 - 1.00</td>
<td>3.7</td>
</tr>
</tbody>
</table>

**Use of Sick Leave**

A non-exempt employee uses sick leave in quarter-hour increments. An exempt employee uses leave in one-half or full-day increments, but in no less than four-hour increments as determined by the regular work schedule. For example, an exempt employee working 10-hour days would report four hours for a half-day leave. Hours taken do not need to be taken consecutively during a day to total one-half day.
If a supervisor has evidence an employee cannot perform the employee's regular duties because of illness or disability, the supervisor may require the employee to leave work and use sick leave, after discussion with the Assistant Director/Human Resources. Upon exhaustion of sick leave, the employee is to use any accumulated vacation leave. If the employee has exhausted all sick and vacation leave, the supervisor may grant leave without pay.

A supervisor may deny the request of an exempt employee for time away from work for less than a half day or may require the employee to be away from work and use a half day or full day of sick leave if it is in the best interest of the department or for repeated absences of less than one-half day.

The human resource department may require the employee to provide medical certification that the employee is unable to work before sick leave is approved. Additionally, the human resource department may require the employee to provide a physician's release before an employee who has been on sick leave is allowed to return to work.

An employee who is awarded worker’s compensation will use accumulated sick leave to supplement the difference between worker’s compensation payment and the employee's regular pay, if the employee has accrued sick leave.

**Reinstatement of Sick Leave**
A former employee who had unused sick leave at the time of separation from Union employment and was in good standing at the time of separation, and who returns to eligible employment within one year of that termination, will be reinstated their sick leave accrual amount. This provision will not apply to a newly hired employee who has previously retired.

**Payment for Sick Leave (Resignations and Retirements)**
Unused sick leave is not paid to employees due to resignation or involuntary termination. Payment for unused sick leave occurs only at an employee's retirement, based on years of service and amount accrued, as indicated in this policy.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Leave Balance (in hours)</th>
<th>Hours Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 or more</td>
<td>800</td>
<td>240</td>
</tr>
<tr>
<td>15 or more</td>
<td>1000</td>
<td>360</td>
</tr>
<tr>
<td>25 or more</td>
<td>1200</td>
<td>480</td>
</tr>
</tbody>
</table>

**Requesting Leave Without Pay versus Using Sick Leave**
Union Support Staff can request leave without pay (LWOP) in lieu of sick leave if the accrual balance for both vacation and sick leave have been exhausted.

**Vacation Leave**
Vacation leave allows an eligible employee to remain in pay status while being away from work for unrestricted reasons.

**Vacation Leave Accrual**
Eligible employees earn vacation leave as indicated in the following charts. The vacation leave accrual limit for all employees is 304 hours.

<table>
<thead>
<tr>
<th>Hours in Pay Status</th>
<th>Hours Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-9</td>
<td>0</td>
</tr>
<tr>
<td>10-19</td>
<td>1.0</td>
</tr>
<tr>
<td>20-29</td>
<td>2.0</td>
</tr>
<tr>
<td>30-39</td>
<td>3.0</td>
</tr>
<tr>
<td>40-49</td>
<td>4.0</td>
</tr>
<tr>
<td>50-59</td>
<td>5.0</td>
</tr>
<tr>
<td>60-69</td>
<td>6.0</td>
</tr>
<tr>
<td>70-79</td>
<td>7.0</td>
</tr>
<tr>
<td>80</td>
<td>8.0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee Full-Time Equivalence</th>
<th>Vacation Hours Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; .25</td>
<td>2.0</td>
</tr>
<tr>
<td>.25-.49</td>
<td>4.0</td>
</tr>
<tr>
<td>.50-.74</td>
<td>6.0</td>
</tr>
<tr>
<td>.75-1.0</td>
<td>8.0</td>
</tr>
</tbody>
</table>
Staff will earn vacation leave the first and second bi-weekly pay periods during the first 11 months of the fiscal year (July — June). Vacation leave earned will not exceed 176 hours per fiscal year. The maximum balance limit of vacation leave accrual is 304 hours, after which leave will not be accrued.

Union Support Staff do not earn vacation leave while not in pay status.

**Vacation Leave Use**

Use of vacation leave is subject to approval with the department head.

A non-exempt employee uses leave in quarter-hour increments. An exempt employee uses leave in one-half or full-day increments, whether the hours are taken consecutively or over the course of a day.

If an employee or member of the employee's family becomes ill while the employee is on vacation leave so that the employee is deprived of all or a significant portion of the vacation due to the illness, the department head can approve changing the vacation leave to sick leave at the employee's request.

A supervisor may deny the request of an exempt employee for time away from work for less than one-half day or may require the employee to use a half day or full day of vacation leave if it is in the best interest of the department or for repeated absences of less than one-half day.

An employee who is awarded worker’s compensation will use accumulated vacation leave to supplement the difference between worker’s compensation payment and the employee's regular pay after sick leave has been exhausted.

**Payment for Unused Vacation Leave**

Payment for unused vacation leave may be made at the employee's voluntary separation from benefits-eligible employment up to a maximum of 176 hours for non-retirement eligible separations. (See Chapters 4460 and 4650). Employees who meet the criteria for retirement will be paid for unused vacation hours to a limit of 240 hours. Employees who separate from service and are re-employed will not have forfeited vacation hours reinstated.

**Requesting Leave Without Pay Versus Using Vacation Leave**

Union Support Staff and unclassified employees can request leave without pay in lieu of vacation leave if accrual balance for vacation leave has been exhausted.

.030 Holidays

**Designated Holidays**

The Union recognizes the following legal holidays (As designated by the State of Kansas):

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day*
• Thanksgiving Day      • Christmas Day

The Union may be closed on some of the above holidays except Veteran’s Day when classes are in session. (* Veterans Day is a recognized holiday for employees who earn vacation leave.)

Union Support Staff who earn vacation leave and are eligible for overtime pay who work on a holiday earn holiday compensatory time at the rate of time and one-half of the employee’s regular hourly wage. Union Support Staff who earn vacation leave and are not eligible for overtime pay who work on a holiday earn holiday compensatory time credit at straight time.

Union Support Staff who earn leave and who work on a holiday, earn holiday compensatory time at the rate of time and one-half of the employee’s regular hourly wage.

Each full-time employee who works a nonstandard workweek will receive the same number of holidays in a calendar year as employees whose regular work schedule is Monday through Friday.

Designated holiday dates are announced annually. Holidays falling on a Saturday or Sunday are generally observed on the preceding Friday or following Monday, respectively. A legal holiday occurring within the period of an employee's approved vacation or sick leave is not charged against any accrued vacation or sick leave.

If a legal holiday precedes or follows the day of the officially observed holiday, employees will receive holiday credit for only one of the two days if required to work on both days. If the number of hours worked on the two days are not the same, the employee will receive holiday compensation for the day on which the employee worked the greater number of hours. An employee who is on leave without pay (LWOP) for any portion of the last working day before or immediately after a holiday will not receive holiday credit. Any employee whose last workday before separating employment (whether voluntary or involuntary) is the day before a regularly scheduled holiday will not receive holiday credit for that holiday.

Discretionary Day

A discretionary day gives employees who earn vacation leave an additional day off to use for a religious holiday, family event, or other special occasion. The characteristics and procedures below apply to any discretionary day authorized:

• This day is available to employees who accrue vacation leave after 6 months of continuous employment.
• Each eligible employee receives discretionary day hours equal to the tenths of employment. All hours for a discretionary day must be taken on the same day and within the year it was awarded. Discretionary days do not carry over to the next calendar year.
• The discretionary day is not a leave type for which payout is received at termination, resignation, or retirement.

.040 Special Purpose Leaves
Special purpose leaves include those situations which arise without anticipation or which cannot be planned/scheduled by an employee. Special purpose leaves are not accrued.

**Administrative Leave**
Administrative leave is leave with pay as authorized by the Assistant Director/Human Resources and the Executive Director for situations that create dangerous or unsafe work conditions or for other circumstances that necessitate the closing of an office or building. Department heads must notify the Assistant Director/Human Resources in writing concerning any situation that might warrant administrative leave, including the circumstances, starting and ending times of the administrative leave, and employees affected by the situation.

Only the Assistant Director/Human Resources or Executive Director have the authority to impose administrative leave (with or without pay) for personnel issues when doing so is in the best interest of the Union.

An employee who is authorized to attend a workshop, seminar, or convention is considered to be working (not on administrative leave) and documentation for these absences is determined by the department head. Standard policies for hours worked apply.

**Disaster Service Volunteer Leave**
Leave with pay may be authorized for any employee who is a certified disaster service volunteer when all of these conditions are met:

- The employee is requested in writing by the American Red Cross to provide disaster services;
- The disaster is designated by the American Red Cross to be Level II or greater;
- The disaster occurs in Kansas or in a state contiguous to Kansas.

Disaster volunteer leave is limited to 20 working days within a 12-month period that begins on the first day of disaster volunteer leave used. Written approval from the Assistant Director/Human Resources is required. An employee on disaster volunteer leave as an American Red Cross volunteer is not considered an employee of the Union for worker's compensation insurance.

**Funeral/Bereavement Leave**
Employees may be granted a maximum of six (6) working days as paid leave for bereavement, in order to arrange for and to attend the funeral services of a close relative.

Close relatives are defined as spouse, child, mother, father, brother, sister, foster parents, step parents, step children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren, unmarried domestic partner, or any relative or legal guardian residing in the household. One (1) day is allowed in the case of death of an aunt or uncle of the employee or the aunt or uncle of the employee's spouse. Vacation or discretionary leave should be requested for bereavement of friends and non-relatives. The department head may require verification of the need for the leave (i.e. copy of the obituary, etc.).
Inclement Weather Leave
Inclement weather leave occurs only when declared by the K-State President or designee, or the Governor of Kansas. Weather conditions warranting this declaration are severe enough to close or substantially reduce the Union’s schedule and operation. When inclement weather is declared, the human resource office will provide guidance on payroll coding so that affected employees are compensated appropriately for time designated as inclement weather leave.

Shared Leave
Shared leave is an optional medical leave program for eligible employees who are experiencing a physical or mental health condition that is serious, extreme, or life threatening and who have exhausted their accrued leave balances. In some circumstances, leave may be requested to care for a family member experiencing a serious, extreme, or life-threatening health condition if that diagnosis and the inability to perform daily living activities unassisted is substantiated by a medical professional. For purposes of this program only, "family member" means a person related to the employee by blood, marriage or adoption; and a minor residing in the employee's residence as a result of court proceedings.

The standard for determining conditions that are serious, extreme, or life threatening is stringent. Qualifying medical conditions do not include routine and planned surgeries, routine pregnancy and delivery, anxiety and depression (unless hospitalization is required in treatment), broken bones, or chronic diseases or conditions.

Additional criterion includes the exhaustion of all accrued leave, an application and review process by a committee, satisfactory work performance and attendance. If approved, shared leave covers only the duration of the medical condition for which it was granted, up to a maximum of six months. Shared leave can be awarded retroactively up to two pay periods if circumstances are warranted.

Eligibility for Shared Leave
Any leave-earning employee with at least six months of continuous service at the Union may submit an application for shared leave for conditions defined in section .020 A. of this chapter.

An employee with a current or pending worker’s compensation claim is not eligible for shared leave for the same medical condition. An employee approved for long-term disability is no longer eligible for shared leave. Shared leave may be denied if the Union committee determines that the requesting employee has a documented history of leave abuse or unsatisfactory work attendance.

Once an application is approved, the awarding of leave is dependent upon availability of leave donated by other employees.

Shared leave covers only the duration of the medical condition, up to a maximum of six months, for which the leave was approved and cannot be awarded twice for the same condition. Shared leave cannot be used intermittently or on a reduced work schedule except during the thirty days
following an employee's return to work after an approved shared leave absence, and then only for follow-up care that is directly related to the initial condition.

**Application for Shared Leave**

An employee requesting shared leave must submit a signed *Shared Leave Request* form to the Assistant Director/Human Resources. The request must include complete medical information from a health care provider.

A *Shared Leave Review Committee*, made up of at least two unclassified and at least two Union support staff, will consider the completed application and submit a recommendation to the Assistant Director/Human Resources. Applicants will be notified of approval or denial in writing.

**Pay and Benefits for Shared Leave Recipient**

Shared leave is paid at the recipient's current rate of pay. An employee receiving shared leave is considered to be in pay status and will continue to receive benefits equal to those received prior to the start of shared leave. Any vacation and sick leave accrued during each pay period must be exhausted before shared leave hours are used.

Once an employee has returned to work for at least 20 days, the shared leave awarded but not yet used will be deleted and therefore, unavailable to the recipient except as described above.

**Shared Leave - Human Resources Responsibilities**

When shared leave is approved, the notification will include the number of hours donated so that time and leave may be entered appropriately by the human resource department. Shared leave may be applied retroactively for a maximum of two pay periods preceding the date of approval.

**Shared Leave Donations**

Shared leave donations can be made only to an employee who is already approved for shared leave. Donations can be made to a specific individual or to any employee who is approved for shared leave. Donations are made on a *Shared Leave Donation* form and submitted to the Assistant Director/Human Resources. All donations are anonymous.

These conditions apply to all shared leave donations:

- Both Union support staff and Unclassified employees may donate sick leave and/or vacation leave. The donor's vacation leave balance must be 80 hours or more after a donation of vacation leave; the donor's sick leave balance must be 480 hours or more after a donation of sick leave. These balances are not required when the donor is terminating employment with the Union.
- Shared leave awarded but not used by a recipient will be returned to the donor(s) on a pro-rated basis if the donor(s) is still employed in an eligible position at the Union.

**Jury Duty**
Each employee, excluding an employee on a temporary appointment, will be granted a leave of absence with pay for required jury duty in order to comply with a subpoena as a witness or juror before the Kansas Human Rights Commission, the U.S. Equal Employment Opportunity Commission, or a court, legislative committee, or other public body, except for appearances which involve an employee, either as defendant or plaintiff, in a personal matter. In such cases involving a personal matter, accrued vacation leave, compensatory leave, holiday compensatory leave, discretionary day, or leave without pay (LWOP) may be used. The length of time off for jury duty will be determined by the department head, using the following factors as guidelines: (1) actual hearing/court time, (2) location of hearing/court, and (3) employee's residence location in relationship to the hearing/court location. Department heads may require documentation to support this determination. The employee may retain any amount paid to the employee for their jury duty services.

**Leave Without Pay (LWOP)**

Authorized leave from regular Union duties for purposes not related to the Union duties and during which the benefits-eligible employee receives no Union compensation constitutes leave without pay. The reason(s) for leave without pay may include professional growth, significant public service, health or other personal reasons.

With approval from the department head, an employee on leave without pay may return to work on an earlier date than originally scheduled. If terminating a leave without pay is in the best interest of the Union, the department head may give two weeks written notice to the employee that the leave without pay will be terminated. An employee's failure to return to work at the end of an authorized leave without pay or upon notice of termination of the authorized leave will be considered a voluntary resignation of employment. The employee will forfeit payout of any accrued benefit leave.

When a Union Support Staff returns to work following an approved leave without pay that the leave has been terminated, the employee will be returned to a position in the same class as the position which the employee held at the time the leave was granted or in another class in the same pay grade for which the employee meets the qualifications.

For information on group health insurance coverage while on leave without pay, see Chapter 4820 Insurance Programs.

**Unclassified Staff - Leave Without Pay**

**Eligibility** Only employees in budgeted positions and who are not on term appointments qualify to be considered for leave without pay. Temporary employees are not eligible for LWOP except when on approved FMLA leave.

**Length** A leave without pay for up to one year may be granted by the Executive Director when such leave is judged to be in the best interest of the Union. Leave without pay will not be considered a break in service.
**Procedures** Leave without pay for more than 30 days: Employees must request and get approval through the Executive Director. The Executive Director will notify the Assistant Director/Human Resources.

For leave without pay requests exceeding 30 days, employees must submit in writing, reasons and length of time for requesting leave without pay. The final approval resides with the Executive Director. Additionally, the human resource office is responsible for personnel paperwork that must be completed.

**Union Support Staff - Leave Without Pay**

**Eligibility** Any Union Support Staff with permanent status or any Union Support Staff in a regular position but without permanent status may be considered for leave without pay. All accrued leave must be exhausted before LWOP can be approved. This leave may be for any of these purposes:

- Illness, disability, pregnancy, childbirth, miscarriage, abortion, and recovery;
- Adoption of a child by the employee;
- Initial placement of a foster child in the employee's home;
- Care for a family member with a serious health condition;
- Other good and sufficient reason deemed by the Assistant Director/Human Resources or Executive Director to be in the best interest of the Union.

Family members are persons related to the employee by blood, marriage, or adoption, and minors residing in the employee's home as a result of court proceedings pursuant to the Kansas Code for Care of Children or the Kansas Juvenile Offenders Code.

The Assistant Director/Human Resources may require a physician's statement to document illness or disability cited as the reason for leave without pay.

Any employee with permanent status may be granted a leave of absence without pay from the employee's Union Support Staff position to enable the employee to take a position in the unclassified service if the granting of this leave is considered to be in the best interest of the Union.

**Length** A Union Support Staff with permanent status may be granted leave without pay for a period not to exceed one year. The Executive Director and the Assistant Director/Human Resources may grant leave without pay to a Union Support Staff in a regular position, but without permanent status for no more than 60 days.

**.050 Military Leave (for non-FMLA absences)**

The Federal Uniformed Services Employment and Reemployment Rights Act (USERRA), codified at 38 U.S.C. 4301 et seq. provides enhanced leave rights and job protections for employees absent for military duty.
Union employees who are called to full-time active duty or who must fulfill Reserve or National Guard training requirements are eligible for leave benefits described in this section. Military leave provisions include military leave with and without pay.

The request for military leave should be made as soon as possible under the circumstances of the order. The employee must submit a copy of the military order or duty document to the Assistant Director/Human Resources.

Military leave not requested as prescribed in this policy will not be approved unless the employee provides satisfactory evidence of extenuating circumstances to the Assistant Director/Human Resources.

Each employee in a leave-earning position will be granted military leave without pay or, at the employee's request, granted accrued vacation leave for induction, entrance, or examination into a Reserve or National Guard unit. Upon completion of the induction, entrance, or examination, the employee is to return to work.

Military leave is included in the employee's length of service. No paid leave will be earned or accrued while on military leave without pay.

For purposes of this policy, any reference to the military Reserve of the United States is considered to include members of the National Guard.

**Full-Time Military Active Duty — Other than training purposes**

Employees in a regular (non-temporary) Union Support Staff position or unclassified employees with a regular contract, who enlist or are drafted into the Armed Forces of the United States or employees who are Reservists and members of the National Guard who are activated to duty will be granted military leave without pay upon the employee's notice of a military order requiring active duty for other than training purposes. The employee must notify the Assistant Director/Human Resources of the military order requiring active duty as soon as possible. An employee on military leave without pay must apply for permission to return to service within 90 days after receiving a discharge (under honorable conditions) from the active military service or from hospitalization due to injuries or illness sustained while on active duty.

The following re-employment provisions apply:

- If the employee is qualified to perform the duties of the former position, the employee will be restored to that position or to a similar position with like status and salary; or
- If the employee is not qualified to perform the duties of the former position by reason of disability sustained during military service but is qualified to perform duties of any other position, the employee will be offered employment in the same position comparable in status and salary to the former position; or
- In the case of a Union Support Staff, if the Union's circumstances have so changed as to make it unreasonable to offer the person a position under (1) or (2) above, an appeal to the Executive Director for appropriate placement is authorized.
Reenlistment or continuation of active duty beyond the time prescribed will be considered a voluntary resignation from military leave status and from employment at the Union.

Military leave will be counted as part of the employee's length of service. Sick leave, vacation leave and holiday credit will not be earned or accrued during a period of military leave without pay.

**Military Leave for Reserve Component and National Guard Duty**

Leave-earning employees who are members of a Reserve or National Guard component of the military service of the United States are granted a maximum of 15 working days of military leave with pay for (active duty) annual training within each 12-month period beginning January 1 and ending December 31. Active duty in excess of 15 working days within the 12-month period will be charged as leave without pay or, at the employee's request, to accrued vacation leave.

For monthly drill activities (inactive duty), employees who are members of a Reserve or National Guard component of the military will be granted leave without pay, or at the employee's request, accrued vacation leave for this period of service. Most drill activities occur on weekends and this provision would generally apply only to those whose regular work schedule includes weekends.

Upon each employee's release from a period of active or inactive duty or upon discharge from hospitalization or convalescence from illness or injury incurred or aggravated by the military duty, each employee will be permitted, if qualified, to return to a position with status and pay similar to that which the employee would have had if the employee had not been absent for military purposes. If the employee is no longer qualified to perform the duties of the position because of disability sustained during the military duty but is qualified to perform the duties of any other position, the employee will be offered employment in a position comparable to the former position in status and pay.

When returning from a period of inactive or active military duty, the employee will report for work as follows:

<table>
<thead>
<tr>
<th>Period of Duty–Calendar Days</th>
<th>Return to Work Following Release From Duty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-30 days</td>
<td>First full, regularly scheduled day after release</td>
</tr>
<tr>
<td>31-180 days</td>
<td>Within 14 days of release</td>
</tr>
<tr>
<td>181+ days</td>
<td>Within 90 days of release</td>
</tr>
</tbody>
</table>

These periods may be extended to no more than two years from the date of release from military duty to accommodate a period of hospitalization or convalescence resulting from a service-connected injury or illness. To the extent practical, the employee will inform the department head of any change in the date on which the employee is anticipated to return to work. The department head will keep the Assistant Director/Human Resources advised of these
circumstances. The Assistant Director/Human Resources may require the employee to provide
documentation from the commanding officer of the date on which the employee is released from
military duty or from the health care provider of the reasons the employee will not be able to
return to work following the employee's release from military duty.

**Military Leave for Kansas or State National Guard**
This provision covers guard members who are called to service by the Kansas Governor.

Each leave-earning employee who is a member of the Kansas or State National Guard will be
granted military leave with pay for the duration of any official call to state emergency duty.
Military leave without pay or, at the employee's request, accrued vacation leave may be granted
for the duration of any other type of state military duty performed. The employee is to provide a
copy of the appropriate state military order to the Assistant Director/Human Resources.

Each employee in a regular position who is called or ordered to active duty by the State of
Kansas National Guard will be returned to a job that is comparable to the job that the employee
held at the time the employee was called to duty.

**.060 Recordkeeping for Leave**
Appropriate records must be maintained and kept for the type of leave taken.

**.070 Reporting Leave**
Employees are responsible for timely submission of leave requests to the department head.

**.080 Questions**
Questions should be addressed to the human resource office at (785) 532-6577.
K-State Student Union

Employee Shared Leave Donation Form

- See K-State Student Union Policy 4860, Section .040 E, prior to donating Shared Leave.
- Only employees of the K-State Student Union should complete this request form.

**For Donating Employee to Complete:**

Name:
____________________________________________________________________________________
First   Middle    Last
Address:
__________________________________________________________________________________
Street    City   State   Zip code
Today’s Date: _________________   Primary Phone: _________________

If Terminating/Resigning/Retiring: Last Date of Employment: _________________

**Type of Leave Donating:**

☐ SICK    ☐ VACATION

**Amount of Leave Donating:**

☐ Number of Hours: ________ or ☐ Balance Remaining After Payout at Employment End

Employee Signature: ____________________________________

*Return completed form to the human resource office.*

For HR Use Only

________________________________________________________________________
Date Received: _______________________   Number of Hours Donated: _______________________
Verification of Availability of Hours: _______________________
K-State Student Union
Employee Shared Leave Request Form

- See K-State Student Union Policy 4860, Section .040 E, prior to requesting Shared Leave.
- Only employees of the K-State Student Union should complete this request form.

For Employee to Complete

Name: __________________________________________________________________________

Address: _________________________________________________________________________

Today’s Date: ____________ Primary Phone: ________________ Date of Hire: ______________

Date All Paid Leave Will Be/Was Exhausted: __________________

Number of Shared Leave Hours Requesting: _________ Request is For: ☐ Myself ☐ Family
Member

Name & Relationship if Family Member: _______________________________________________

Describe the nature of the medical situation. Be specific. If additional space is needed, please attach additional paper.

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Shared Leave is only granted for serious, extreme, or life-threatening accidents, illnesses, injuries, impairments, or physical/mental conditions. Shared Leave is not granted for common or minor accidents, illnesses, injuries, impairments, physical/mental conditions, chronic conditions, or routine surgeries. Leave taken under the Shared Leave program will be counted toward any FMLA eligibility (See Policy 4865, Section .020 A.). Shared Leave will not be approved for the same medical condition for which an employee is receiving worker’s compensation benefits or has been approved for long-term disability benefits.

As an employee of the K-State Student Union, I attest I have read Policy 4860, Section .040 E. I authorize the K-State Student Union to obtain any necessary information, including medical documentation, regarding my request for Shared Leave.

Employee Signature: ________________________________________________________________

Return completed form to the human resource office.
K-State Student Union
Employee Shared Leave Medical Documentation Form

To Be Completed By The Health Care Provider Only
Provide information that documents the serious, extreme, or life-threatening accident, illness, injury, impairment, or physical/mental condition. If the patient is a family member of the K-State Student Union employee, provide information regarding the at-home care needed by the patient.

Employee Name:

_________________________________________  ___________________________________________
First        Middle        Last

Patient Name (if not the employee):

_________________________________________  ___________________________________________
First        Middle        Last

Date(s) of Treatment: ________________________________________________________________

Describe the medical condition and diagnosis:

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Describe the treatment and prognosis:

____________________________________________________________________________________
____________________________________________________________________________________

Anticipated Timeframe Shared Leave for Employee Will Be Necessary: _______________________

Printed Health Care Provider Name: ________________________ Phone: _____________________

Health Care Provider Signature: ________________________ Date: _______________________

Return completed form to:
K-State Student Union - Attn. Human Resources
918 N. 17th Street, Manhattan, Kansas 66506 - Fax: 785-532-5042 - Phone: 785-532-6577

For HR Use Only

Date Received: ____________________ Date Committee Reviewed: ___________________

Date Approved/Denied: ________________  □ Approved  □ Denied

K-State Student Union
Employee Policy and Procedure Manual
4800 Employee Benefits

4865 Family and Medical Leave

.010 Introduction

.020 Family and Medical Leave Act (FMLA)
   A. Eligibility
   B. Qualifying Leaves
   C. Measurement of Entitled Leave
   D. Exhaustion of Accrued Leave
   E. Request for, Notice, and Designation of Leave
   F. Intermittent or Reduced Leave
   G. Medical Certification
   H. Health Insurance Continuation
   I. Job Restoration

.030 FMLA Definitions

.040 FMLA Record Keeping

.050 FMLA Suspicion of Need

.060 Questions and Forms

.010 Introduction

Medical leave includes any event that qualifies under the sick leave provisions, as identified in Chapter 4860, Employee Leaves, Holidays, and Other Absences. Leave records that contain employee medical and health information is filed in the human resources office in a secure location separate and apart from other personnel files and accessible only by those authorized in accordance with applicable laws.

.020 Family and Medical Leave Act (FMLA)
Family and medical leave is defined and administered by the United States Department of Labor, Family and Medical Leave Act (FMLA) provisions. The law entitles eligible employees to take
unpaid, job-protected leave for eligible family and medical reasons. It also entitles eligible employees to health insurance coverage under the same terms and conditions that the employee had prior to taking FMLA leave.

This policy was developed to outline both the employee's and the Union's rights and obligations under FMLA and state law. This policy should be applied in a manner consistent with federal and state law. Any changes to federal or state law related to FMLA, supersedes this policy.

Refer to the poster, Employee Rights and Responsibilities under the Family and Medical Leave Act posted on the official Union employee bulletin board and on the Department of Labor website at http://www.dol.gov/.

**Eligibility**

Eligibility for leave under FMLA is determined as follows:

- The employee has been employed by the Union for at least twelve months prior to commencement of leave; and
- The employee has worked for the Union at least 1,250 hours during the twelve months immediately preceding the date leave begins. Only hours actually worked will be counted toward the 1,250 hours requirement. Leave of any kind, whether paid or unpaid, does not count toward the 1,250 hours worked. The twelve months of employment does not have to be consecutive. Any previous employment with the Union counts toward establishing FMLA eligibility.

**Qualifying Leaves**

An eligible employee may be granted up to 12 workweeks of unpaid, job-protected leave (to include health insurance continuation) during any 12-month period for the following reasons:

- The birth of the employee's child or placement of a child with the employee for adoption or foster care, and care of the child upon birth or placement in the employee's home (must be taken within twelve months following birth or placement);
- The care of an employee's spouse, son, daughter, or parent, who has a serious health condition;
- The serious health condition of the employee that makes the employee unable to perform the functions of the employee's position;
- To address certain qualifying exigencies related to a spouse, son, daughter, or parent who is on covered active duty, or who has been notified of an impending call or order to covered active duty;
- Employees who are a spouse, son, daughter, parent, or next of kin of a covered service member may also be eligible for up to 26 weeks of leave in a single 12-month period to care for a covered service member who has a serious injury or illness incurred or aggravated in the line of duty that may render the service member medically unfit to perform his or her own duties and for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Leave may also be used to care for veterans undergoing treatment, recuperation, or therapy for a military related injury or illness, as long as the veteran was
Absences attributable to incapacity qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee's health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

**Measurement of Entitled Leave**

The 12-month period will be based on a rolling calendar year, measured backwards from the date an employee first uses any FMLA leave. Entitlement for eligible employees who work less than full-time will be prorated. For example, an employee who normally works 30 hours per week will use one week of FMLA entitlement for every 30 hours of FMLA leave. Each eligible employee is entitled to take up to 12 workweeks of his or her normal workweeks per year.

Spouses of employees also employed by the Union are limited to a combined total of 12 workweeks for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition. Leave for birth and subsequent care or placement for adoption/foster care must conclude within 12 months of the birth or placement.

**Exhaustion of Accrued Leave**

Union employees are required to use any and all accrued paid leave toward the twelve workweeks of FMLA leave to which they are entitled. Sick leave accrual will be used until exhausted. Discretionary leave, compensable leave (to include inclement weather and holiday) and vacation leave, in the order listed will be utilized once sick leave is exhausted.

**Request for, Notice, and Designation of Leave**

Employees must consult their supervisor and the Assistant Director/Human Resources when requesting leave for a qualifying event involving them or a family member. Leave for FMLA purposes should be requested 30 days in advance for the birth or placement of a child. For other FMLA requests, two weeks’ notice, or as soon as reasonable, is required.

Employees must provide sufficient information to the Assistant Director/Human Resources that is requested to determine whether the leave request is for a qualifying event as defined by the FMLA. Such information may include documentation of diagnosis, hospitalization, or inability to perform functions of the job. Privacy of medical information in accordance with applicable laws will be observed. Documentation will also be required for leave taken when the employee or employee's qualifying family member is under continuing care of a health care provider.

FMLA-qualifying leave an employee uses, with or without pay, is counted against the FMLA leave entitlement, even if the employee does not request leave under FMLA. This includes time...
away from work under the worker’s compensation program, and the disability waiting period, if the serious health condition qualifies as FMLA leave. The Union may designate leave as FMLA leave even if the employee does not request it if the circumstances qualify for FMLA. When requesting FMLA leave, employees must give as much advance notice as practical and, when possible, at least thirty (30) days’ notice. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment during times that do not disrupt departmental operations. All requests for FMLA leave will be made to the Assistant Director/Human Resources.

**Intermittent or Reduced Leave**

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek or hours per workday. There must be a medical need for leave and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule.

Intermittent or reduced leave will be subject to prior approval by the Assistant Director/Human Resources.

When an employee is granted intermittent leave or reduced leave, the employee may be required to accept a temporary transfer to an available alternate position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Transfer to an alternate position may include altering an existing job to better accommodate the employee's need for intermittent or reduced leave.

**Medical Certification**

Employees requesting FMLA leave due to their serious health condition or the serious health condition of the employee's spouse, son, daughter, or parent, or next-of-kin for military related leave, will be required to provide medical certification by a health care provider. Additionally, the Assistant Director/Human Resources may require periodic medical certification during any FMLA leave and may designate health care providers to furnish second and third opinions at the Union's expense. The Assistant Director/Human Resources may require an employee on FMLA leave to submit medical certification that the employee is able to return to work following FMLA leave.

Records and documents relating to certifications, recertifications or medical histories of employees or employees' family members will be maintained as confidential medical records in separate files/records from the usual personnel files, in accordance with applicable laws except that:

- Supervisors and department heads may be informed regarding necessary restrictions on the work or duties of an employee and necessary accommodations;
- First aid and safety personnel may be informed if the employee's physical or medical condition might require emergency treatment; and
- Documents may be presented to litigation as required.
**Health Insurance Continuation**

An employee accessing group health insurance through the Union prior to the FMLA leave may continue to access the same group health insurance during FMLA leave, even if the FMLA leave is without pay (LWOP). In a LWOP situation, the human resource office will notify the employee of premiums due for continued health insurance coverage, if applicable. In some situations, the human resource office may recover premiums paid on behalf of an employee on FMLA leave when the employee fails to return to work following FMLA leave.

Employees on FMLA leave will be subject to any change in group health insurance plans or benefits that affect all employees. Employees on FMLA leave will be given notice of any opportunity to change plans or benefits that is available to all employees.

**Job Restoration**

Upon return from FMLA leave, an employee will be returned to the position held prior to the FMLA leave or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to prior to using FMLA leave. Accrual of employee leave benefits will occur only in those pay periods during which the employee was on paid leave.

There may be situations when an employee on FMLA cannot return to work after leave. For example, termination of employment may occur during or after leave if while an employee is on leave there is a layoff, reduction in force, or other cause supporting dismissal, so long as that event would have occurred if the employee were actively working. Similarly, termination of employment may occur if following leave, the employee is unable to perform the essential functions of the position, with or without reasonable accommodation(s).

**.030 FMLA Definitions**

"Family Member" means an employee's spouse, son, daughter, or parent, as defined below:

- **Spouse:** Spouse means a husband or wife as defined or recognized under federal law.
- **Parent:** Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."
- **Son or daughter:** Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.
- **In Loco Parentis:** In loco parentis means those with day-to-day responsibilities to care for or financially support a child. Employees who have no biological or legal relationship with a child may, nonetheless, stand in loco parentis to the child and be entitled to FMLA leave. Similarly, an employee may take leave to care for someone who, although having no legal or biological relationship to the employee when the employee was a child, stood in loco parentis to the employee.
"Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider, which is defined as a period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves: (a) treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral, by a health care provider; or (b) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider; or
- Any period of incapacity due to pregnancy, or for prenatal care; or
- Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which (a) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under the direct supervision of a health care provider; (b) continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) may cause episodic rather than a continuing period of incapacity (e.g. asthma, diabetes, epilepsy, etc.); or
- A period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease; or
- Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal diseases, etc., are examples of conditions that do not meet the definition of a serious health condition. Restorative dental or plastic surgery, after an injury or removal of cancerous growths, are serious health conditions provided all of the other conditions of the FMLA regulation are met. Allergies or mental illness resulting from stress may be serious health conditions, but only if all the other conditions are met.

Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. On the
other hand, absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

Treatment: For purposes of this section, treatment includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

Health Care Providers are:

- Doctors of medicine or osteopathy;
- Podiatrists, dentists, clinical psychologists, psychiatrists, optometrists, and chiropractors (limited to subluxation correction);
- Nurse practitioners, nurse-midwives and clinical social workers who are performing within the scope of their practice as defined under state law;
- Christian Science practitioners; and
- Any health care provider recognized by the employer or accepted by the group health care plan.

Covered Active Duty: The duty of a covered service member during deployment to a foreign country. This term, as applied to members of the reserve component of the Armed Services, will mean covered active duty as defined by federal law.

Covered Service Member: A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or 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 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

Qualifying Exigencies: This relates to the active or impending duty of covered service member, including attending certain military events, arranging or providing for alternative child care or school, addressing certain financial and legal arrangements, addressing issues arising from short-term deployment, attending certain counseling sessions, and attending post-deployment reintroduction briefings.

In Pay Status: This includes time worked and time off work but for which the employee is compensated because of a holiday, use of any kind of leave with pay, or because of the use of compensatory time credits. In pay status does not include leave without pay (LWOP).

Workweek: Seven consecutive 24-hour periods.
.040 FMLA Record Keeping
The human resource department is required to make, keep, and preserve FMLA records in accordance with the recordkeeping requirements of the Fair Labor Standards Act (FLSA). FMLA records will be kept for no less than three years and make them available to Department of Labor representatives upon request. Records and documents relating to medical certifications, recertifications or medical histories of employees or employee’s family members are required to be maintained as confidential medical records in separate files from the usual personnel files.

Documentation required for FMLA recordkeeping include:

- Dates of FMLA leave taken by eligible employees. Leave must be designated in records as FMLA leave.
- Hours of FMLA leave taken by eligible employees, if leave is taken in increments of less than one full day.
- Copies of employee notices of leave furnished to the employer.
- Copies of all written notices given to employees as required under FMLA.
- Records of disputes between the department head, Assistant Director/Human Resources and the employee regarding FMLA.

.050 FMLA Suspicion of Need
If a supervisor or department head suspects that an employee is absent from work for an FMLA-qualifying reason, they must notify the Assistant Director/Human Resources immediately. The Assistant Director/Human Resources, or designee, will contact the employee regarding the absence and determine whether the absence qualifies under FMLA guidelines.

.060 Questions and Forms
For questions, contact the human resource office at (785) 532-6577. Forms for use in shared leave or FMLA absences are available in the human resource office. All forms related to FMLA are from the United States Department of Labor website at http://www.dol.gov/whd/fmla/.
4800 Employee Benefits

4870 Educational Scholarship Assistance for Employees and their Dependents

.010 Introduction

.020 Educational Financial Assistance for K-State Student Employees

.030 Educational Financial Assistant for Dependents of Union Employees

.040 Questions

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.010 Introduction

The K-State Student Union values continuing education for its employees and their dependents. The Union provides scholarship assistance for employees and their dependents of whom are properly enrolled in any curriculum at Kansas State University. Dependent scholarships are available to employees who are in benefit-eligible positions and are in good standing at the Union. Scholarships are granted pending the availability of funds.

.020 Educational Financial Assistance for K-State Student Employees

To apply for an educational scholarship, K-State student employees must submit a Jon Levin K-State Student Union General Scholarship application to the director’s office by specified deadlines. A scholarship application will be made available to each potentially eligible employee.

Applicants must meet all of the following requirements:

- Be properly enrolled at Kansas State University in any curriculum for a minimum of 3 credit hours;
- Have a minimum cumulative GPA of 2.5, based on a 4.0 scale;
- Be an employee of the K-State Student Union for at least 90 days; (Employees of Union auxiliary services, as well as temporary employees or students studying abroad, are NOT eligible for this scholarship.)
- Be currently and consistently working for the Union in the fall and spring semester of the scholarship;
- Be in good standing with supervisor. (Performance reviews will be considered in the eligibility process.)

Scholarship winners may receive $250 for the fall semester and $250 for the spring semester (if the student continues to meet the requirements of .020, above). The scholarship will be issued in the form of a Union Gift Card to be used for purchases in the K-State Campus Store and/or Union Computer Store. Scholarship recipients will be selected by the Union Scholarship Selection Committee.
.030 Educational Financial Assistant for Dependents of Union Employees

Scholarships are available to children who are legal dependents of benefits-eligible Union employees. Employees must submit a K-State Student Union Dependent Scholarship application to the director’s office by specified deadlines. A dependent scholarship application will be made available to each benefits-eligible Union employee.

Applicants must meet all of the following requirements:

- Dependent must be properly enrolled at Kansas State University in any curriculum for a minimum of 3 credit hours;
- The dependent must maintain a minimum cumulative GPA of 2.5, based on a 4.0 scale;
- Be a child or legal dependent of a benefits-eligible employee. (Dependents of Union auxiliary service employees, as well as dependents of temporary employees, are NOT eligible for this scholarship.)
- The Union employee must be in good standing with supervisor. (Performance reviews will be considered in the eligibility process.)

Scholarship winners will receive $500 for the fall semester and $500 for the spring semester (if the dependent and employee continues to meet the requirements of .030, above). The scholarship will be issued in the form of a Union gift card to be used for purchases in the K-State Campus Store and/or Union Computer Store. Scholarship recipients will be selected by the Union Scholarship Selection Committee.

.040 Questions

Questions regarding the application process and submission guidelines should be directed to the Administrative Officer at (785) 532-6591.
4800 Employee Benefits

4880 Training and Development

.010 Introduction

.020 Mission

.030 Goals

.040 Participation

.050 Training Approval

.060 Mandated Training

.070 K-State Training Opportunities

.090 Support for Training and Development Activities

.100 Accommodation

.110 Questions or Comments

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.010 Introduction

The K-State Student Union believes in and is committed to continuous learning for staff. The following policy supports that commitment.

.020 Mission

The Union human resource office serves as a central focus for the coordination, planning and provision of learning opportunities that support workplace effectiveness.

.030 Goals

In support of the Union's mission and goals, the human resource department strives to:

- Identify shared training needs and develop strategies to meet them;
- Provide workshops, and other developmental activities that address those needs;
- Customize training and development activities for requesting departments; and
- Collaborate with the university community as appropriate.

.040 Participation

Regular status and probationary employees may participate in human resource training programs, provided the employee's supervisor approves and enrollment is open. The human resource department sometimes restricts participation based on the intended audience, the instructional format, or the facility available.
Training sessions will generally take place during normal business hours (8:00 a.m. - 5:00 p.m., Monday - Friday). Efforts will be made to provide training opportunities for employees whose schedule is not generally 8:00 a.m. - 5:00 p.m. or Monday through Friday. Employees are required to attend mandatory trainings when scheduled. Time spent attending such programs/trainings is paid work time.

.050 Training Approval
For training that is not mandatory, employees are required to obtain prior approval from their supervisor prior to enrolling in any program or training.

.060 Mandated Training
New Employee Orientation - The human resource office will conduct orientation for all new hires. On the job, the supervisor orients each new employee, providing information about job responsibilities and aspects of the workplace. New employee paperwork is required to be completed before the employee starts working in their assigned department. New Employee Orientation shall be completed within two weeks of the original appointment start date. New employee orientation and onboarding is required for each new hire.

Supervisory Training - An employee in a supervisory position must successfully complete supervisory training with the university within six months of the date of appointment or promotion. Pending the approval of the Assistant Director/Human Resources, the probationary period can be extended up to twelve months if the training cannot be completed within six. Probationary supervisors are given priority in enrollment, but certified supervisors, lead workers and unclassified staff are also encouraged to participate in supervisory training.

.070 K-State Training Opportunities
In addition to the training discussed above, K-State Human Capital Services and other university departments offer a variety of seminars and workshops. Topics fall into these general areas:

- Human resource management
- Organizational development
- Professional business practices
- Fiscal and operational topics
- Employee assistance issues

K-State uses a variety of resources to market training and development programs to Union employees however, each employee can find available trainings by logging into HRIS Self-Serve.

.090 Support for Training and Development Activities
The Union supports continuous learning activities to encourage professional growth for its employees in the following ways:

- Paid leave to participate in approved training and development events which relate to the employee’s position at the Union;
• Travel, accommodation, and costs associated with learning activities;
• University-wide workshops, seminars and presentations;
• Educational scholarship assistance (for student employees); and
• Dependent scholarship assistance.

.100 Accommodation
Any participant requesting a reasonable accommodation should contact the Union human resource department at least five business days before the scheduled event to make their request.

.110 Questions or Comments
The human resource department welcomes suggestions for future programs, comments about past events, or questions about this policy. Please contact the office at (785) 532-6577.
4800 Employee Benefits
4890 Employee Achievement Award

.010 Introduction

The purpose of this award is to recognize an outstanding K-State Student Union student and non-student employee. Each recipient will be awarded $500 and a plaque. There is a nomination reception.

.020 Eligibility

The recipient of this award will be a Union student employee currently enrolled in any curriculum at Kansas State University for a minimum of 6 credit hours and a Union non-student employee. Students and staff employed in auxiliary departments housed in the K-State Student Union are not eligible for this recognition. Recipients must be in good standing in their jobs with a successful performance evaluation on file and no disciplinary action against them at the time of nomination. Exempt employees are not eligible for an Employee Achievement Award.

.030 Selection Process

The final choice of the award recipient(s) will be made by the Union’s senior staff. Nominations will take place each semester and selection will be made in the fall and spring of each year. Only one student and one non-student employee may receive the Employee Achievement Award each semester.

.040 Distribution

The human resource office is charged with preparing materials for distribution to employees, coordinating a recognition reception, requesting plaques for the winners, requesting certificates for those nominated, ensuring the Union’s posted award plaque includes the winners, etc.

The Union business office requests funds from the K-State Foundation to deposit into the Union’s salary expense account. Award monies are subject to all applicable taxes. The human resource office submits a request to K-State Human Capital Services requesting the bonus awards.

.080 Questions

Questions should be directed to the human resource office at (785) 532-6577.
4900 Payroll Procedures

4910 Payroll Processing and Distributions

.010 Introduction

.020 Supplemental Payroll

.030 Over/Under Payment

.040 Correction to Deductions

.050 Questions

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.010 Introduction

K-State Student Union employees are paid biweekly. Paydays occur every other Friday throughout the year. If Friday falls on a federal holiday, payday will be the preceding business day.

Each two-week pay period begins at one minute past midnight (12:01 a.m.) on Sunday morning of the first week and continues through midnight (12:00 a.m.) on Saturday night of the second week. That period is paid on the second Friday following the end of the period. Because of the pay periods, employees are paid almost two weeks in arrears.

The Union utilizes Human Resources Information System (HRIS) to compile the data used to process pay. Most information is relayed from the employee by means of an automatic time capture system. Employees may update their direct deposit data, W-4 and/or K-4 tax information using HRIS.

Employees may have their pay direct deposited electronically into one or more bank accounts. Direct deposit may be set up using HRIS or by completing a new direct deposit form by contacting the human resource office. Employees should never close current banking account(s) for payroll purposes until they contact the human resource office. Employees will receive a pay advice via HRIS. Employees who do not choose direct deposit may receive a paper paycheck on payday from the Union’s human resource office.

.020 Supplemental Payroll

Supplemental payrolls are processed to pay an employee who was not paid or who was underpaid on the regular payroll due to no fault of their own. Supplemental payrolls are rare and only occur with extenuating circumstances that were out of the control of the employee. All requests for a supplemental paycheck will be directed to the Assistant Director/Human Resources.
.030 Over/Under Payment
If it is determined that an employee was overpaid in error, the human resource office will notify the employee immediately. The human resource office will calculate the net amount due to the Union and communicate this information with instructions in writing to the employee.

.040 Correction to Deductions
When an employee believes their payroll deductions were calculated incorrectly, the employee must contact the human resource office immediately. The human resource staff will research the matter and report back to the employee.

.050 Questions
Questions should be directed to the human resource office at (785) 532-6577.