

ASLC EMPLOYMENT POLICY

Last revised October 29, 2019

REVISION AND DISTRIBUTION REQUIREMENTS

Revision

The ASLC Employment Policy shall be updated and re-distributed yearly. The ASLC Student Center Director will review the employment policy every fall semester and make suggested changes to be discussed and approved by the ASLC Cabinet. The ASLC Employment Policy should always be consistent with the current ASLC Bylaws, Linfield College policies, and governmental laws. After approved by the ASLC Cabinet, the Employment Policy shall be redistributed to the ASLC Senate. All suggested changes shall be discussed and approved on the same timeline as the ASLC Bylaws.

Employment policies shall be kept in three-ring binders clearly labeled "ASLC Employment Policy." The Student Center Director shall be responsible for physically updating all employment policies. The Student Center Director will conduct a mandatory meeting to cover the content of the Employment Policy during ASLC Cabinet and LCAT trainings. By accepting the respective position, ASLC employees hereby agree to the terms and conditions listed in the employment policy.

The most recent version of the ASLC Employment Policy supersedes all past versions of the ASLC Employment Policy.

Distribution

The Student Center Director shall ensure that the most up-to-date ASLC Employment Policy is on ASLC website. Additionally, a physical copy of the policy will be maintained in the ASLC Office in a common space.

EMPLOYMENT POLICY

The ASLC Employment Policy is designed to provide ASLC with a uniform policy for all ASLC employees. This policy is designed to support the mission of ASLC and align with federal and college student employment policies.

Definition of Hourly Student Employees

Linfield students may be employed for hourly positions, which are paid according to federal and state wage and hour laws, including minimum wage requirements, worker's compensation, overtime rules and meal and rest periods. Student employees may not work more than 20 hours a week when classes are in session and no more than 40 hours a week when classes are not in session. Student employees must have their financial need determined by the Financial Aid Office. The Financial Aid Office must approve any exceptions to the student's financial need requirement. This does not include all ASLC stipend positions.

Definition of Stipend Student Employees

Linfield students may be employed for stipend positions, which are paid according to budgetary guidelines set by the ASLC Cabinet and approved by the ASLC Senate.

Standards of Employment

Work Environment

- I. The Associated Students of Linfield College (ASLC) is committed to a safe and healthy work environment and will provide serviceable tools and equipment within its budget. Supervisors shall not require employees to perform duties that are unsafe or harmful to the employee's health.

Employees will follow the safety rules of Linfield College and ASLC and the safety recommendations of supervisors.

- II. It is the policy of Linfield College and ASLC that no member of the college may harass or discriminate against another. For further information, please see the Linfield College Harassment Policy and the Sexual Misconduct Policy in the Student Handbook.
- III. ASLC is an equal opportunity employer. ASLC recruits and hires all employees without regard to race, color, religion, gender, gender identity, sexual orientation, national origin, disability, worker's compensation, veteran status, or any other reason prohibited by law.

Hiring

- IV. All ASLC positions will be publicized to the entire campus through the campus-wide media available.
- V. Hiring Committees: All hiring for ASLC positions must be conducted with a committee consisting of at least two members. The members may be ASLC officers and/or the previous holder of the respective position being interviewed for.
- VI. Length of Employment: All hourly positions are for one semester at discretion of employer. Students must reapply for open positions each semester. Cabinet positions will last the duration of a calendar year (12 months). Other stipend-based positions will last the duration of a calendar year as well unless otherwise decided by the employer.
- VII. All employees must file I-9, W-4, work-study referral, and other forms required according to Linfield College policy. It is the students' responsibility to see that these forms are completed. Questions may be directed to the Linfield College Office of Human Resources.
- VIII. Stipend employees are expected to maintain their work during January Term, regardless of if they are taking a course.

Pay, Pay Periods, and Time Cards

- IX. All work-study employees of ASLC will be paid at least the current State of Oregon minimum wage.
- X. Pay periods will align with current Linfield College pay policies.
- XI. Employees must submit their signed time card to their supervisor for approval weekly. Incomplete time cards will require students email Human Resources (hr@linfield.edu) with the missing hours and CC your supervisor (ie. Game room employees CC the Student Center Director) and ASLC Advisor.
- XII. All stipend employees stipend each month with appropriate taxes deducted and reported as W-2 wages on an individual basis. Each stipend is determined during the budget process with changes or additions to these stipends being approved by the ASLC Cabinet and Senate.
- XIII. Employees must submit their Human Resources Referral Form to the VP of Finance within 30 days of their hire date. Failure to submit this form within the time period may result in loss of wages for hours worked prior to submission of form.

Termination of Employment

- XIV. Unless otherwise defined by applicable law, policy, or agreement, any employment relationship with ASLC is of an "at will" nature, which means that the employee may resign at any time and the employer may discharge the employee at any time with or without notice.
- XV. As a courtesy, employees should give supervisors appropriate notice of their pending resignation.

Employee Standards of Performance

The following examples are not intended to be all-inclusive standards and ASLC reserves the right, in its sole discretion, to determine whether other conduct should be cause for disciplinary action or discharge:

- Reporting to work under the influence of, or impaired by alcohol or drugs, unauthorized use of alcohol or drugs at work, illegal possession of drugs or distribution of illegal drugs or violation of the college's alcohol and drug policy.
- Irregular attendance, unreliability, excessive tardiness.
- Job abandonment or unavailability for work without approval, or failure to report to work for three consecutive days or shifts.
- Obstruction or disruption of teaching, research, administration, or college-sponsored activities by force of violence, or threat of violence.
- Physical abuse or the threat of abuse to another member of the college or guest at a college event.
- The willful commission of any act which is a crime under the laws of the State of Oregon or the United States and which results in a criminal charge and conviction in any court of competent jurisdiction.
- Theft or embezzlement or acting as an accessory to embezzlement of property, information, or money.
- Violation of safety regulations or in any way jeopardizing the health or safety of college employees, students, or oneself.
- Provide acts of discrimination or harassment.
- Failure to hold his/her allocated number of office hours per week.
- Failure to comply with the directions from your supervisor or officers of the college when acting in the performance of their duties.

Disciplinary Procedures

As previously noted under the "Termination of Employment" section, any employment relationship with ASLC is of an "at will" nature, which means that the employee may resign at any time and the employer may discharge the employee at any time with or without notice.

Complaints and Grievances

Employees may, with impunity, lodge complaints against ASLC, any of its supervisors or officers for failure to abide by the terms of this policy, or for treatment not specifically covered in this policy, but which the employee feels is unfair. To file a grievance, the complaint must be submitted in letter form to the ASLC President. In the event that the grievance is filed against the ASLC President, the letter is to be submitted to the ASLC Advisor.

Whistleblower Policy

- I. Introduction
 - A. The following policy establishes procedures for the receipt, retention, and treatment of director, officer, and employee complaints regarding suspected financial impropriety or misuse of the organization's resources or otherwise illegal or unacceptable activity.
- II. Reporting Responsibility
 - A. It is the responsibility of all directors, officers, and employees to report violations or suspected violations of financial impropriety or misuse of the organization's resources in accordance with this Whistleblower Policy.
- III. Illustrative Types of Concerns
 - A. The following is a non-exhaustive list of the kinds of improprieties that should be reported:
 - B. Supplying false or misleading information on Associated Students of Linfield College's financial or other public documents, including its IRS Form 990;
 - C. Providing false information to or withholding material information from Associated Students of Linfield College's President, student cabinet members, Director of College Activities, or auditors;
 - D. Destroying, altering, mutilating, concealing, covering up, falsifying, or making a false entry in any records that may be connected to an official proceeding, in violation of federal or state law or regulations;

- E. Altering, destroying, or concealing a document, or attempting to do so, with the intent to impair the document's availability for use in an official proceeding or otherwise obstructing, influencing, or impeding any official proceeding, in violation of federal or state law or regulations;
- F. Embezzling, self-dealing*, private inurement (i.e., Associated Students of Linfield College earnings inuring to the benefit of a director, officer or employee) and private benefit (i.e., Associated Students of Linfield College's assets being used by anyone in the organization for personal gain or benefit);
- G. Paying for services or goods that are not rendered or delivered;
- H. Using remarks or actions of a sexual nature that are not welcome and are likely to be viewed as personally offensive, including sexual flirtations; unwelcome physical or verbal advances; sexual propositions; verbal abuse of a sexual nature; the display of sexually suggestive objects, cartoons, or pictures, electronic or actual; and physical contact of a sexual or particularly personal nature;
- I. Using epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, color, religion, gender, national origin, age or disability;
- J. Circulating or posting written or graphic material in the workplace that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, gender, nationality, age, or disability;
- K. Discriminating against an employee or potential employee due to a person's race, color, religion, sex, sexual orientation, national origin, age, physical or mental impairment, or veteran status;
- L. Violating Conflict-of-Interest Policy, Harassment Policy, or Equal Employment Opportunity Policy;
- M. Facilitating or concealing any of the above or similar actions.
- N. *Definition of self-dealing: the conduct of an officer or board member or affiliated person, or other fiduciary that consists of taking advantage of his/her position in a transaction and acting for his/her own interest rather than for the interests of the beneficiaries of the organization or his/her clients. Self-dealing may involve misappropriation or usurpation of corporate assets or opportunities. Another definition: "a situation where one takes an action in an official capacity which involves dealing with oneself in a private capacity and which confers a benefit on oneself or ones family."

IV. No Retaliation

- A. No director, officer, or employee who in good faith reports a violation of suspected financial impropriety or misuse of the organization's resources or illegal or unacceptable activity shall suffer harassment, retaliation, or adverse employment consequence. An employee who retaliates against someone who has made such a report in good faith is subject to discipline up to and including termination of employment. This Whistleblower Protection Policy is intended to encourage and enable employees and others to raise serious concerns within the organization prior to seeking resolution outside the organization.

V. Reporting Violations

- A. Any report from a director, officer or employee regarding suspected financial impropriety or misuse of the organization's resources or illegal or unacceptable activity shall go to the ASLC President and/or the Director of College Activities.
- B. If the report concerns the ASLC President and/or the Director of College Activities, then the report shall go to any student cabinet member. The person receiving the report shall be deemed the compliance officer for that complaint.

VI. Compliance Officer

- A. The organization's compliance officer is responsible for investigating and resolving all reports regarding suspected financial impropriety or misuse of the organization's resources or illegal or

unacceptable activity. The ASLC President and/or the Director of College Activities or any other compliance officer are required to report to the student cabinet at least annually on all such reported violations and compliance activity.

VII. Accounting and Auditing Matters

- A. The student cabinet shall address all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing. The compliance officer shall immediately notify the student cabinet of any such complaint and work with the committee until the matter is resolved.

VIII. Acting in Good Faith

- A. Anyone filing a complaint concerning a violation or suspected violation of illegal or unacceptable activity must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

IX. Confidentiality

- A. Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

X. Handling of Reported Violations

- A. The compliance officer will notify the sender and acknowledge receipt of the reported violation or suspected violation within 2 business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

ACKNOWLEDGEMENT

Please initial and date the following:

_____ I understand it is my responsibility to inform myself of the employment policy that can be located on the ASLC Website or in the ASLC office.

_____ I understand that if I have questions of interpretation, I should direct them to the ASLC President or the ASLC Advisor.

_____ I understand that by accepting my employment under ASLC I hereby accept the terms and conditions of the employment contract.