

**Full-Time**  
**Employee Handbook**  
**Associated Students of San Diego State University**  
August 2017



# Table of Contents

Associated Students .....	1
Associated Students .....	2
Mission.....	2
Vision .....	2
Values .....	2
General Employment Policies .....	3
Introductory Statement.....	4
Harassment, Discrimination, and Retaliation Prevention .....	4
Equal Employment Opportunity .....	4
Reasonable Accommodation .....	5
Harassment Prevention .....	5
Anti-Retaliation.....	6
Complaint Process.....	7
Inclusivity.....	8
At-Will Employment Status .....	8
Right to Revise.....	9
Hiring.....	10
Background Checks.....	11
Full-Time Employees .....	11
Part-Time Employees & Volunteers.....	11
Rehires.....	12
Promotion/Departmental Transfer.....	12
Arrest and Conviction Records .....	12
Credit Reports.....	12
Record-Keeping .....	13
New Hires.....	13

Introductory Period.....	13
Extension of the introductory period .....	13
Employee Classifications .....	13
Exempt Employees .....	14
Non-Exempt Employees .....	14
Regular employees .....	14
Full-time Employees .....	14
Part-Time Employees .....	14
Temporary Employees.....	14
Job Duties .....	14
Bridging of Time .....	15
Inactive Status .....	15
Health Benefits Extension.....	15
<b>Leaves of Absence .....</b>	<b>16</b>
Bereavement Leave.....	17
Domestic Violence, Sexual Assault or Stalking Leave and Accommodation.....	17
Domestic Violence, Sexual Assault or Stalking Leave for Treatment.....	18
Extended Medical Leave.....	18
Family and Medical Leave/ Family Rights Act .....	19
Military Family Leave Entitlements .....	20
Calculating the 12-month Period.....	20
Pregnancy, Childbirth or Related Conditions .....	20
Leave Procedures.....	21
Certification .....	21
Leave Related to Military Service .....	22
Health and Benefit Plans .....	22
Substitution of Paid Leave .....	23
Reinstatement.....	23
Time Accrual .....	24
Carryover .....	24
Intermittent Leave .....	24

Jury Duty and Witness Leave .....	25
Fees Paid by the Court .....	25
Military Leave .....	25
Military Spouse Leave.....	25
Civil Air Patrol Leave.....	25
Personal Leave .....	26
Concurrent Personal and Family/Medical Leave .....	26
Time Off for Voting.....	26
Organ and Bone Marrow Donor Leave .....	26
Pregnancy Disability Leave.....	27
School and Child Care Activities Leave .....	28
School Appearances Involving Suspension.....	29
Sick Leave .....	29
Full-Time Employee Sick Pay Amount.....	31
Qualifying Reasons for Paid Sick Leave .....	31
Victims of Crime Leave .....	31
Volunteer Civil Service Personnel.....	32
Adult Literacy Leave .....	32
Alcohol and Drug Rehabilitation Leave .....	32
<b>Benefits .....</b>	<b>34</b>
Benefits Overview .....	35
External Employee Education .....	36
Holidays .....	36
Eligibility for Holiday Pay.....	37
Holiday Pay .....	37
Vacation .....	37
Vacation Accrual .....	37
Employees are entitled to accrue at the rates below: .....	37
Lactation Policy.....	38

Paid Family Leave .....	39
Workers' Compensation .....	39
Company-Provided Physician .....	40
Predesignated Physician .....	40
Workers' Compensation and FMLA/CFRA .....	40
Tuition Reimbursement .....	40
<b>Management .....</b>	<b>42</b>
Open-Door Policy .....	43
Employment of Relatives .....	43
Performance Evaluations .....	43
Performance Awards .....	44
Service Awards .....	44
Personnel Records .....	44
Names and Addresses Policy .....	45
Telecommuting .....	45
Workplace Privacy - Audio/Video Recordings .....	45
<b>Company Property .....</b>	<b>46</b>
Bulletin Boards .....	47
Employer Property .....	47
Electronic and Social Media .....	48
Monitoring of Associated Students Property .....	49
Prohibited Use .....	49
Computer and Internet Use .....	50
Social Media .....	50
Housekeeping .....	51
Smoking .....	51
Solicitation and Distribution of Literature .....	51
Employee Parking .....	52

Employee Conduct.....	53
Business Conduct and Ethics .....	54
Ethical Business Standards .....	54
Ethical Dispute or Dilemma.....	54
Conducting Personal Business .....	55
Performance Standards and Guidelines .....	55
Customer Service .....	55
Teamwork .....	55
Professionalism.....	56
Supervisors .....	56
Confidential Information .....	57
Media Inquiries.....	57
Conflicts of Interest .....	58
Vendor Gifts .....	60
Customer Relations .....	60
Dress Codes and Other Personal Standards.....	60
Drug and Alcohol Abuse .....	61
Other Employment .....	63
Political Activity .....	64
General Election Endorsement .....	64
Prohibited Conduct .....	64
Off-Duty Conduct .....	66
Prohibited Use of Company Cell Phone While Driving .....	66
Employees under Age 18.....	66
Punctuality and Attendance .....	67
Wages .....	68
Payment of Wages.....	69
Business & Travel Expenses .....	69
Pay for Mandatory Meetings/Training.....	69

Advances .....	70
Makeup Time .....	70
Meal and Rest Periods.....	71
Rest Breaks .....	71
Meal Period.....	72
Overtime for Non-exempt Employees.....	73
Reporting-Time Pay .....	73
Deductions for Exempt Employees.....	74
Timekeeping Requirements .....	75
Work Schedules .....	75
<b>Safety and Health .....</b>	<b>76</b>
Employees Who Are Required to Drive .....	77
Health and Safety .....	77
Ergonomics .....	77
Heat Illness .....	78
Recreational Activities and Programs .....	78
Security .....	78
Workplace Violence .....	78
<b>Termination .....</b>	<b>80</b>
Voluntary Resignation .....	81
Exit Interview.....	81
Employee References.....	81
Reductions in Force .....	81
Involuntary Termination .....	81
<b>Confirmation of Receipt .....</b>	<b>83</b>
Employee Handbook Confirmation of Receipt.....	84

## **Associated Students**



## Associated Students

Associated Students of San Diego State University was incorporated on March 7, 1932 for the purpose of representing the collective interests of students in the governance of the University and providing student-directed programs and facilities which augment and enhance the quality of student life at San Diego State University.

Programs and facilities operated by Associated Students include Student Government programs and services, Conrad Prebys Aztec Student Union, Scripps Cottage, Aztec Student Union Board, Viejas Arena, California Coast Credit Union Open Air Theatre, The Daily Aztec, the SDSU Children's Center, Aztec Recreation Center, Aztec Aquaplex, Aztec Recreation programs including Intramurals, non-credit classes, Aztec Adventures, Aztec Lanes, and the Mission Bay Aquatic Center.

Through the collaborative efforts of student leaders working with Associated Students and University staff whose purpose is to further the mission of SDSU, Associated Students strives to present a model of a well-managed and efficient organization operated with a commitment to the highest professional standards in service to SDSU's students and community.

## Mission

To support the mission of San Diego State University, Associated Students creates, promotes and funds social, cultural and recreational programs and facilities both on campus and in the community, advocates for student interests, provides leadership opportunities and participates in shared governance.

## Vision

Associated Students is a unifying and empowering student-directed organization dedicated to serving and involving students at San Diego State University by enhancing the college experience that leads to a higher quality of life after graduation.

## Values

Associated Students values efforts by and on behalf of students that promote the following ideals:

- Professional Development
- Communication
- Shared Governance
- Diversity
- Campus Community
- Advocacy
- Service
- Sustainability

# **General Employment Policies**

## **Introductory Statement**

Welcome! As a full-time employee of Associated Students of San Diego State University, you are an important member of a team effort. We hope that you will find your position with our organization rewarding, challenging, and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of our organization.

This employee handbook is intended to explain the terms and conditions of employment of all full-time employees. Written employment contracts between Associated Students of San Diego State University and some individuals may supersede some of the provisions of this handbook.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memorandums that are inconsistent with the policies described here. Your supervisor, manager or Human Resources, will be happy to answer any questions you may have.

## **Harassment, Discrimination, and Retaliation Prevention**

### **Equal Employment Opportunity**

Associated Students' is an equal opportunity employer and makes employment decisions, including, but not limited to, hiring, firing, promotion, demotion, training, and/or compensation, on the basis of merit. Employment decisions are based on an individual's qualifications as they relate to the job under consideration. Associated Students is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct. Associated Students' policy prohibits unlawful discrimination based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race, religion, religious creed (including religious dress and grooming practices), color, gender (including gender identity and gender expression), national origin (including language use restrictions and possession of a driver's license issued under Vehicle Code section 12801.9), ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local law or ordinance or regulation. It also prohibits discrimination, harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Associated Students' commitment to compliance with all applicable laws providing equal employment opportunities applies to all persons involved in Associated Students operations. Associated Students prohibits unlawful discrimination against any job applicant, employee or unpaid intern by any employee of Associated Students, including supervisors and coworkers.

All such conduct violates organization policy.

Pay discrimination between employees of the opposite sex performing substantially similar work, as defined by the California Fair Pay Act and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, Associated Students is not obligated to disclose the wages of other employees.

If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

## **Reasonable Accommodation**

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Associated Students will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact Human Resources and discuss the need for an accommodation. Associated Students will engage in an interactive process with the employee to identify possible accommodations, if any that will help the applicant or employee perform the job. If you require an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles), you should also contact Human Resources and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, Associated Students will make the accommodation.

Associated Students will not retaliate against you for requesting a reasonable accommodation.

## **Harassment Prevention**

Associated Students is committed to providing a work environment free of unlawful harassment. Associated Students' policy prohibits harassment based on race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. All such harassment is unlawful.

This policy prohibiting harassment applies to all persons involved in the operation of Associated Students. Associated Students prohibits harassment, disrespectful or unprofessional conduct by any employee of Associated Students, including supervisors, managers and co-workers. Associated Students' anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

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

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

This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

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

If you believe you have been subjected to unlawful harassment, please follow the complaint procedure outlined below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

## **Anti-Retaliation**

Associated Students prohibits retaliation against any employee because of the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful or because of the employee's lawfully protected participation in an investigation or proceeding.

Any retaliatory adverse action because of such opposition or participation may be unlawful and will not be tolerated. All such retaliation is unlawful.

If you believe you have been subjected to unlawful retaliation, please follow the complaint procedure outlined below.

## Complaint Process

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to your supervisor or to the Human Resources Director. If these individuals are not available, or in the event that you believe that one of these individuals has engaged in inappropriate behavior in violation of these policies, submit a complaint to any other supervisor as soon as possible.

If you need assistance with your complaint, or if you prefer to make a complaint in person, contact Human Resources. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

Associated Students encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov).

Supervisors must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to Human Resources of Associated Students so Associated Students can try to resolve the complaint.

When Associated Students receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. Associated Students will reach reasonable conclusions based on the evidence collected. Associated Students will maintain confidentiality to the extent possible. However, Associated Students cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner

- Kept confidential to the extent possible
- Thoroughly, effectively and impartially investigated by qualified personnel in a timely manner
- Conducted to afford all parties “appropriate due process”
- Documented and tracked for reasonable progress with regular progress updates, as appropriate, to those directly involved
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

If Associated Students determines that harassment, discrimination, retaliation or other prohibited conduct has occurred, appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. Associated Students also will take appropriate action to deter future misconduct.

There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven.

Any employee determined by Associated Students to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

## **Inclusivity**

In keeping with the University’s policy of nondiscrimination on the basis of gender identity and gender expression, Associated Students supports and values an individual’s right to access and utilize restrooms, facilities, locker rooms, programs, and services in accordance with an individual’s gender identity and gender expression.

## **At-Will Employment Status**

Associated Students employees are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or Associated Students. Nothing in this handbook shall limit the right to terminate at-will employment.

No manager, supervisor, or employee of the organization has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment.

## Right to Revise

This employee handbook contains the employment policies and practices of Associated Students in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memorandums are superseded.

Associated Students reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment.

Any written changes to this handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and Associated Students as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.



# Hiring

## **Background Checks**

Associated Students believes that hiring qualified individuals contributes to our overall strategic success. Background checks serve as an important part of the selection process. The information we collect helps us promote a safe work environment for our current and future employees. Background checks also help us obtain information necessary to determine an applicant's overall employ-ability and to ensure the protection of Associated Students physical property, proprietary information and other assets. Associated Students complies with all applicable federal, state and local laws, including fair employment practices and equal employment opportunity, when conducting background checks.

Associated Students uses a third-party agency to conduct background checks to verify the accuracy of the information provided by the applicant during the selection process. Information collected by the agency includes past employment, education, character, finances and reputation.

Associated Students will ensure that all background checks are conducted in compliance with all applicable federal and state statutes, such as the Fair Credit Reporting Act and the Americans with Disabilities Act. The information that can be collected from previous employers and other sources will be limited to that which is job-related and pertains to the quality and quantity of work performed by the applicant and to the applicant's attendance record, education and other lawful, work-related inquiries. The Human Resources Manager, along with department Payroll Liaisons, will be primarily responsible for the background check process.

Background checks will include, at minimum, verification of education and employment history, criminal records and national sex offender registry check and references. Additionally, based on the nature and scope of the position, the background check may also include a credit report, motor vehicle report and verification of professional licenses.

## **Full-Time Employees**

A background check must be completed satisfactorily before any candidate can be offered a full-time position with Associated Students. Background checks will include, at minimum, verification of education and employment histories, criminal records and national sex offender registry check and references. Additionally, based on the nature and scope of the full-time position, the background check may also include a credit report, motor vehicle report and verification of professional licenses.

## **Part-Time Employees & Volunteers**

A background check must be completed satisfactorily before any candidate can be offered a part-time position with Associated Students, where the position is deemed to be sensitive in nature. In some cases, volunteers will also be required to complete a background check. These positions include, but are not limited to, positions that work with minors, coaches, have access to credit cards and cash and/or protected personal information.

## Rehires

Employees separated from Associated Students for 12 months or more must complete a new background check satisfactorily before they can be rehired to any position where a background check is required.

## Promotion/Departmental Transfer

Current employees who apply for a position in another department within Associated Students, or who are being considered for a promotion to a position where a background check is required, must satisfactorily complete a background check prior to being offered the position and/or beginning the new role.

## Arrest and Conviction Records

Associated Students may check criminal arrest and conviction records as part of the applicant selection process. In accordance with the Equal Employment Opportunity Commission's current interpretation of Title VII of the Civil Rights Act of 1964, this information cannot be used as a basis for denying employment, unless it is determined to be job-related and consistent with business necessity.

## Credit Reports

Associated Students may collect credit information on applicants consistent with the guidelines set forth by the federal Fair Credit Reporting Act (FCRA). The FCRA requires organizations to obtain a candidate's written authorization before obtaining a credit report.

When doing this, the employer must:

- Certify to the consumer-reporting agency that the employer is in compliance with the FCRA and will not misuse the information it receives.
- Disclose to the applicant or employee, on a separate form, its plans to obtain a consumer or investigative consumer report and that the information received will be used solely for employment purposes.
- Inform the individual of his or her right to request additional information on the nature of the report and the means through which such information may be obtained.
- Inform the applicant that the report will include information about the individual's character, general reputation and personal characteristics.
- Provide the individual with a summary of his or her rights under the FCRA.

If the results of the credit check are negative, the third party agency conducting the background check will inform the applicant before taking adverse action based on the results, provide the applicant with a Statement of Consumer Rights from the Federal Trade Commission, offer the applicant the opportunity to review a copy of the credit report, and advise the applicant of their

rights to dispute inaccurate information. Applicants should be granted reasonable time to dispute the information (approximately three to five days).

### **Record-Keeping**

Associated Students assures applicants that all information obtained from the background check process will only be used as part of the employment process and will be kept strictly confidential. Associated Students complies with all federal and state laws regarding the collection, storing and disposal of applicant information. All written authorizations and any information received will be maintained for five years from the date the report was received.

## **New Hires**

### **Introductory Period**

The first six months of continuous employment at Associated Students is considered an introductory period. During this time, you will learn your responsibilities, get acquainted with fellow employees and determine whether or not you are happy with your job. Your supervisor will closely monitor your performance.

At the end of six months worked, the respective supervisor will evaluate the employee for consideration of ending the introductory period, subject to the approval of the Executive Director. The employee will receive a written evaluation at that time. The completion of the introductory period does not guarantee continued employment and does not change the at-will nature of the employment relationship.

### **Extension of the introductory period**

The introductory period may be extended at the discretion of the manager with the approval of the Executive Director. Written notice shall be given to the employee whose introductory period is extended stating the reason for the extension and the period for which it has been extended. Completion of the introductory period does not entitle you to remain employed by Associated Students for any definite period of time. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or Associated Students.

### **Employee Classifications**

Upon hiring, all employees are classified as exempt or non-exempt, full-time or part-time, and regular or temporary. All employees are either exempt or non-exempt according to provisions of applicable wage and hour laws. Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and Associated Students. Accordingly, either the employee or Associated Students can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

## **Exempt Employees**

Exempt employees are expected to report for work and perform their jobs in a regular and timely manner. No overtime compensation will be paid to exempt employees.

## **Non-Exempt Employees**

Non-exempt employees may have to work hours beyond their normal schedules as work demands require. If this results in working more than eight hours in one day or 40 hours in one week, non-exempt employees will receive overtime compensation in accordance with state and federal law. Non-exempt employees are required to take meal and rest periods in the manner described in this handbook.

## **Regular employees**

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

## **Full-time Employees**

An employee who is regularly scheduled to work and regularly works at least 30 hours per week is considered a regular full-time employee.

## **Part-Time Employees**

Part-time employees are those who are scheduled for and do work fewer than 30 hours per week. Student employees will not be scheduled more than 20 hours per week during the spring and fall semesters of the academic year.

## **Temporary Employees**

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

## **Job Duties**

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or Associated Students. Your cooperation and assistance in performing such additional work is expected.

Associated Students reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

## **Bridging of Time**

Associated Students will give credit to employees previously employed by the organization, provided the break in service does not exceed 365 days. Generally, the break in service time will be deducted from the employee's original service date. Special rules apply to reinstatement of sick leave benefits under the California Healthy Workplaces, Healthy Families Act.

Human Resources will discuss reinstatement of benefits and other length of service issues with rehired employees.

## **Inactive Status**

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state or federal leave of absence will be placed on inactive status.

## **Health Benefits Extension**

Unless a health benefits extension is covered by state or federal law, benefits will terminate according to our insurance carrier's policy. Contact the Payroll & Benefits Manager for more information.

## **Leaves of Absence**

## **Bereavement Leave**

Associated Students grants a leave of absence to employees in the event of the death of the employee's current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. Associated Students provides employees with such a death in the family up to three workdays of bereavement per year with the approval of their supervisor. The employee's supervisor may also approve additional time off.

## **Domestic Violence, Sexual Assault or Stalking Leave and Accommodation**

Employees who are victims of domestic violence, sexual assault and stalking are eligible for unpaid leave. Although the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety or welfare, or that of your child. Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. Contact the Human Resources Manager.

Employees who are victims of domestic violence, sexual assault or stalking and need a reasonable accommodation for their safety at work should contact their supervisor or Human Resources and discuss the need for an accommodation. If you are requesting such a reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, Associated Students will also require certification demonstrating that you are the victim of domestic violence, sexual assault or stalking. Any of the forms of certification described above for leave purposes will suffice. Associated Students may request re-certification every six months from the date of the previous certification. You should notify Associated Students if an approved accommodation is no longer needed.

Associated Students will engage in an interactive process with the employee to identify possible accommodations, if any that are effective and will make reasonable accommodations unless an undue hardship will result.

Associated Students will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.



## **Domestic Violence, Sexual Assault or Stalking Leave for Treatment**

Employees who are victims of domestic violence, sexual assault or stalking are eligible for unpaid leave. Although the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You may request leave for any of the following purposes:

- To seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
- To obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
- To obtain psychological counseling related to experiencing domestic violence, sexual assault or stalking;
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking including temporary or permanent relocation.

Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. Contact the Human Resources Manager.

Associated Students will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

The length of unpaid leave an employee may take is limited to 12 weeks provided for in the federal Family and Medical Leave Act of 1993 for eligible employees.

## **Extended Medical Leave**

A medical leave of absence may be granted for non-work-related medical disabilities (other than pregnancy, childbirth, and related medical conditions) with a doctor's written certificate of disability. Extended disability leaves will also be considered on a case-by-case basis, consistent with Associated Students' obligations under federal and state disability laws.

Employees should request any leave in writing as far in advance as possible. If you are granted a medical leave, Associated Students will pay you sick pay for the period of time equivalent to your accumulated sick pay earned. You also may use any paid vacation time previously accrued.

A medical leave begins on the first day your doctor certifies that you are unable to work, and ends when your doctor certifies that you are able to return to work. Please provide your supervisor or Human Resources with documentation from your doctor, showing the date you were disabled and the estimated date you will be able to return to work. Unless applicable law provides otherwise, an employee returning from a medical disability leave must present a doctor's certificate declaring fitness to return to work.

If returning from a non-work-related medical leave, you will be offered the same position you held at the time your leave began, if available. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. Associated Students makes no guarantees of reinstatement, and your return will depend on your qualifications for existing openings.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions. An employee that needs reasonable accommodations should contact their supervisor or Human Resources and discuss the need for an accommodation.

Any leave taken under this provision qualifying as leave under the state and/or federal family and medical leave laws (FMLA/CFRA) will be counted as family/medical leave, charged to your entitlement of 12 workweeks of family/medical leave in a 12-month period, and governed by the rules relating to family/medical leave.

## **Family and Medical Leave/ Family Rights Act**

California's Family Rights Act ("CFRA") and the federal Family and Medical Leave Act ("FMLA") provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has been employed with Associated Students for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply);
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a work site where there are 50 or more employees within a 75 mile radius.

Leave may be taken for one or more of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- For incapacity due to pregnancy, prenatal medical care or child birth (FMLA only);
- For a serious health condition that makes the employee unable to perform their job (FMLA/CFRA);
- To care for the employee's spouse, child, or parent who has a serious health condition (FMLA/CFRA);
- To care for the employee's registered domestic partner (CFRA only).

For additional information about eligibility for family/medical leave, contact the Human Resources Manager.

## **Military Family Leave Entitlements**

- Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- Eligible employees may also take a special leave entitlement of up to 26 weeks of leave to care for a covered service member during a single 12-month period. (FMLA/CFRA for 12 weeks if the care provider is eligible for both, followed by 14 weeks of (FMLA only), or 26 weeks of FMLA only if leave is not CFRA covered leave). A covered service member is either:
  - A current 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 was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

\*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition."

## **Calculating the 12-month Period**

For purposes of calculating the 12-month period during which 12 weeks of FMLA or qualifying exigency leaves may be taken, Associated Students uses a rolling year looking backward over the preceding 12 months.

Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

## **Pregnancy, Childbirth or Related Conditions**

Leave because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under California law (the California Family Rights Act). However, time off because of pregnancy disability, childbirth or related medical condition does

count as family and medical leave under federal law (the Family and Medical Leave Act). Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, or once the employee has exhausted pregnancy disability leave and has given birth she may apply for leave under the California Family Rights Act, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. California Family Rights Act leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, Associated Students will grant a request for a California Family Rights Act leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Associated Students may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

### **Leave Procedures**

The following procedures shall apply when an employee requests family medical leave:

- Please contact the Human Resources Manager as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify Associated Students at least 30 days before leave is to begin. The employee must consult with their supervisor regarding the scheduling of any planned medical treatment in order to minimize disruption to the operations of Associated Students. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.
- If the employee cannot provide 30 days' notice, Associated Students must be informed as soon as is practical.
- If the Family and Medical Leave Act/California Family Rights Act request is made because of the employee's own serious health condition, Associated Students may require, at its expense, a second opinion from a health care provider that Associated Students chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by Associated Students.
- If the second opinion differs from the first opinion, Associated Students may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on Associated Students and the employee.

### **Certification**

Associated Students requires the employee to provide certification. You will have 15 calendar days from Associated Students' request for certification to provide it to Associated Students, unless it is not practicable to do so. Associated Students may require re-certification from the health care provider if the employee requests additional leave upon expiration of the time

period in the original certification. *(For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required.)* If the employee does not provide medical certification in a timely manner to substantiate the need for family and medical leave, Associated Students may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time for care by the health care provider; and
- Confirmation that the serious health condition warrants the participation of the employee.

When both parents are employed by Associated Students, and request simultaneous leave for the birth or placement for adoption or foster care of a child, Associated Students will not grant more than a total of 12 workweeks family/medical leave for this reason.

If an employee cites their own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or to perform any one or more of the essential functions of his/her position because of the serious health condition.

If an employee is absent because of their own serious health condition, Associated Students will also require a medical release to return to work form or certification from the employee's health care provider that the employee is able to resume work.

Failure to provide a release to return to work certificate from the employee's health care provider may result in denial of reinstatement for the employee until the certificate is obtained.

### **Leave Related to Military Service**

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member's health care provider or other certification allowed by law. Special certification requirements apply to leaves related to military service.

### **Health and Benefit Plans**

An employee taking family medical leave will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered service

member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. Associated Students will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, Associated Students may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. The right to continued group health coverage during pregnancy disability leave is a separate and distinct entitlement from the CFRA spacing entitlement.

Payment is to be made by an employee in a leave of absence without pay status wishing to maintain their fringe benefits will be required to assume responsibility for payment of the employer as well as the employee share of medical and dental insurance expense after 30 days of on-leave-without-pay status. Employees on leave without pay status will not be paid for holidays, nor will they accrue vacation or sick leave.

If you are eligible for family and medical leave under the federal or state family and medical leave laws, Associated Students will maintain, for up to a maximum of 12 workweeks, any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. In some instances, Associated Students may recover premiums it paid to maintain health coverage if you do not return to work following your workers' compensation disability leave. If you are not eligible for family and medical leave, you will receive continued coverage on the same basis as employees taking other leaves.

If you are not entitled to continue paid coverage, you may continue your group health insurance coverage through Associated Students in conjunction with federal COBRA guidelines by making monthly payments to Associated Students for the amount of the relevant premium. Please contact Human Resources for further information.

### **Substitution of Paid Leave**

Generally, FMLA/CFRA leave is unpaid. Associated Students may require, or employees may choose, to use accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with Associated Students normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact the Human Resources Manager.

### **Reinstatement**

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example,

if an employee on family/medical leave would have been laid off had they not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after family/medical leave may be denied to certain salaried "key" employees under the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work-site at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to Associated Students' operations;
- The employee is notified of Associated Students' intent to refuse reinstatement at the time;
- Associated Students determines the refusal is necessary; and
- If leave has already begun, Associated Students gives the employee a reasonable opportunity to return to work following the notice described previously.

### **Time Accrual**

Please contact the Human Resources Manager with any questions regarding accrual of other company provided paid leave benefits (such as vacation or sick leave) during unpaid FMLA/CFRA leave.

### **Carryover**

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement (26-workweek entitlement if leave is to care for a service member) in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

### **Intermittent Leave**

Employees may take Family and Medical Leave Act/California Family Rights Act leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee or a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one hour.

See also the discussion of Pregnancy, Childbirth or Related Medical Conditions above.

## **Jury Duty and Witness Leave**

Associated Students encourages employees to serve on jury duty when called. Non-exempt employees who have completed their introductory periods will receive compensation at their regular rate of pay for all hours served up to 10 days of jury duty assignment. Exempt employees will receive full salary for each day reported to jury duty up to 10 days of jury duty assignment. Employees should notify their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Employees will be required to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, employees will be expected to return to work for the remainder of their work schedule or utilize available accruals to fulfill the 8 hour workday.

### **Fees Paid by the Court**

Employees may retain any mileage allowance or other fee paid by the court for jury services.

## **Military Leave**

Employees who wish to serve in the military and take military leave should contact Human Resources for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

## **Military Spouse Leave**

Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment.

Employees must request this leave in writing to Human Resources within two business days of receiving official notice that their spouse will be on leave. Employees requesting this leave are required to attach to the leave request written documentation certifying the spouse will be on leave from deployment.

## **Civil Air Patrol Leave**

No employee with more than 90 days of service shall be disciplined for taking time off to perform emergency duty as a volunteer in the California Civil Air Patrol. If you are a Civil Air Patrol volunteer, please alert your supervisor that you may have to take time off for emergency duty.

When taking time off for emergency duty, please alert your supervisor before doing so, giving as much advance notice as possible.



Up to 10 days of unpaid leave for duty may be taken each year. However, leave for a single emergency mission cannot exceed three days, unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by Associated Students.

## **Personal Leave**

A personal leave of absence without pay may be granted at the discretion of Associated Students. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks, unless applicable law provides otherwise. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

### **Concurrent Personal and Family/Medical Leave**

Unless applicable law provides otherwise, any leave taken under this provision that qualifies as leave under the state and/or federal family and medical leave acts will be counted as family/medical leave and charged to your entitlement of 12 workweeks of family/medical leave in a 12-month period.

## **Time Off for Voting**

If an employee does not have sufficient time outside of working hours to vote in an official State-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours of time off during an election day without loss of pay.

When possible, an employee requesting time off to vote shall give their supervisor at least two days' notice.

## **Organ and Bone Marrow Donor Leave**

Employees who are donors of organ or bone marrow may take paid time off as follows:

- Employees may take up to 30 business days of leave in any one-year period for the purpose of donating an organ to another person. The one-year period is calculated from the date the employee begins their leave.
- Employees may take up to five business days of leave in any one-year period for the purpose of donating bone marrow to another person. The one-year period is calculated from the date the employee's leave begins.
- During the leave for organ/bone marrow donors, Associated Students will continue to provide and pay for any group health plan benefits the employee was enrolled in prior to the leave of absence.

- Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of family medical leave under state law, the California Family Rights Act.
- Employees who wish to take a leave of absence to donate bone marrow or an organ will be required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Associated Students requires that employees taking leave for organ donation use two weeks of accrued but unused sick leave and/or vacation.

Associated Students requires that employees taking leave for bone marrow donation use five days of accrued but unused sick leave and/or vacation.

Once a donor has exhausted the required paid sick and/or vacation leave, the employee will be paid for the remaining leave of absence, if additional leave is needed, up to the maximum allowed by law.

## **Pregnancy Disability Leave**

If you are pregnant, have a related medical condition, or are recovering from childbirth, please review this policy. Any employee planning to take pregnancy disability leave should advise the Human Resources Manager as early as possible. The individual should make an appointment with the Human Resources Manager to discuss the following conditions:

- Duration of pregnancy disability leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months of leave per pregnancy (the working days you normally would work in one-third of a year or 17 1/3 weeks). Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability.
- Associated Students will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy.
- Employees who need to take pregnancy disability must inform Associated Students when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), employees must provide at least 30 days advance notice before the pregnancy disability leave or transfer is to begin. Employees must consult with the Human Resources Manager regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the organization. Any such scheduling is subject to the approval of the employee's health care provider;

- For emergencies or events that are unforeseeable, we need you to notify your supervisor or the Human Resources Manager, at least verbally, as soon as practical after you learn of the need for the leave.
- Failure to comply with these notice requirements may result in delay of leave, reasonable accommodation, or transfer;
- Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide Associated Students with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by Associated Students. Failure to do so may, in some circumstances, delay PDL leave, reasonable accommodation or transfer.
- Leave returns will be allowed only when the employee's physician sends a release;
- An employee will be allowed to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. An employee will be allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during a pregnancy disability leave; and
- Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed.

If intermittent leave or leave on a reduced work schedule is medically advisable, the employee may, in some instances, be required to transfer temporarily to an available alternative position that meets the employee's needs. The alternative position need not consist of equivalent duties, but must have the equivalent rate of pay and benefits. The employee must be qualified for the position. The position must better accommodate the employee's leave requirements than her regular job. Transfer to an alternative position can include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

Upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to the same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

Employees on pregnancy disability leave will be allowed to continue to participate in group health insurance coverage for up to a maximum of four months of disability leave (if such insurance was provided before the leave was taken) at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. In some instances, an employer can recover from an employee premiums paid to maintain health coverage if the employee fails to return following pregnancy disability leave. PDL may impact other benefits or a seniority date. Please contact Human Resources for more information.

## **School and Child Care Activities Leave**

Employees are encouraged to participate in the school or child care activities of their child(ren). The absence is subject to all of the following conditions:

- Time off under this policy can only be used by parents, guardians, grandparents, stepparents, foster parents or a person who stands *in loco parentis* to one or more children of the age to attend kindergarten through grade 12 or a licensed child care provider;
- The amount of time off for school or child care activities described below cannot exceed a total of 40 hours each year;
- Covered employees can use the time off to find, enroll or reenroll a child in a school or with a licensed child care provider or to participate in activities of the child's school or licensed child care provider. The time off for these purposes cannot exceed eight hours in any calendar month. Employees planning to take time off for these purposes must provide reasonable advance notice to their supervisor;
- Covered employees can also use time off to address a "child care provider or school emergency" if the employee gives notice to the employer. A child care provider or school emergency means that the employee's child cannot remain in a school or with a child care provider due to one of the following:
  - The school or child care provider has requested that the child be picked up, or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
  - Behavioral or discipline problems;
  - Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
  - A natural disaster, including, but not limited to, fire, earthquake or flood.
- Employees may be asked to provide their supervisor with documentation from the school or licensed child care provider verifying that they were engaged in these child-related activities on the day and time of the absence;
- If more than one parent is employed by Associated Students, the first employee to request such leave will receive the time off. Another parent will receive the time off only if the leave is approved by their supervisor;
- Employees must use vacation hours in order to receive compensation for this time off; and Employees who do not have vacation hours available will take the time off without pay.

### **School Appearances Involving Suspension**

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

### **Sick Leave**

Associated Students enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act and the City of San Diego Earned Sick Leave and Minimum Wage Ordinance to provide paid sick leave ("PSL") to eligible employees.

In order to minimize the economic hardships that may result from an unexpected short-term illness or injury to an employee or legal dependent, Associated Students provides all employees sick pay benefits for the actual illness or injury of an employee, and to care for the employee's spouse, registered domestic partner, parent, step-parent, sibling, children, grandchild or grandparent.

Paid sick leave may also be used for medical and dental appointments, diagnosis and preventative care, and by victims of domestic violence, sexual assault, or stalking to obtain relief, including medical attention and psychological counseling.

When employees are unable to work as scheduled, they must notify their supervisor as soon as possible in advance of the anticipated absence. Employees may be required to provide a physician's statement or other appropriate medical certification when an employee is absent for three or more consecutive workdays, for intermittent absences due to the same reason or in those cases where an employee may be suspected of abusing sick leave. Employees must provide a physician's statement or other appropriate medical certification when an employee is absent for five or more consecutive workdays, for intermittent absences due to the same reason or in those cases where an employee may be suspected of abusing sick leave. A health care provider's certification may also be required in other circumstances, subject to the supervisor's discretion.

Sick leave may only be used to cover an actual scheduled shift that the employee is unable to work. Sick leave may not be used during holidays, vacation or hours of work outside an employee's regular schedule/shift.

Associated Students prohibits discrimination or retaliation against employees for using their sick leave. However, employees who have exhausted their sick leave accruals, but continue to miss work, may receive disciplinary action, up to and including termination.

It is the employee's responsibility to apply for any disability benefits for which they may be eligible for as a result of illness or disability, including California State Disability Insurance and/or any short-term disability insurance benefits for which they qualify.

An employee's use of paid sick time may run concurrently with other leaves under local, state or federal law.

Employee sick leave benefits will be fully integrated with other benefits available so that at no time will the employee be paid more than their regular compensation. Employees will not accrue sick leave during unpaid leaves of absence.

In the event that employment ends, no unused paid sick leave will be paid to any employee. Employees rehired within one year of separation shall have all prior accrued but unused sick leave reinstated.

## **Full-Time Employee Sick Pay Amount**

Eligible full-time regular and temporary employees accrue sick leave at a rate of 12 days per year on a full-time equivalent basis. A full-time employee's accrual rate is 3.70 hours per pay period.

Unused sick leave accrual will carry over year to year with no cap.

Sick leave may be taken in minimum increments of one hour. Exempt employees should only use sick leave in whole day (8 hours) increments for time away from the office for the diagnosis, care, or treatment of their own illness or an illness of their family member in which no work is completed in that day.

## **Qualifying Reasons for Paid Sick Leave**

Paid sick time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

For purposes of paid sick leave, a covered family member includes:

- A child defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if they are not your legal child.
- A "parent" defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if they are not your legal parent.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

## **Victims of Crime Leave**

An employee who is themselves a victim or who is the family member of a victim of certain serious crimes may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim.

An immediate family member of a crime victim (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a registered domestic partner) may be eligible to take this leave.

The absence from work must be in order to attend judicial proceedings or proceedings involving rights of the victim. Only certain crimes are covered. You must provide reasonable advance notice of your need for leave, and documentation related to the proceeding may be required. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings or proceedings involving victim rights will be unpaid, unless you choose to take paid time off.

For more information regarding this leave (including whether you are covered, when and what type of documentation is required, and which type of paid time off can be used), please contact Human Resources.

## **Volunteer Civil Service Personnel**

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees who perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel may also take up to a total of fourteen days unpaid leave time per calendar year to engage in required fire, law enforcement or emergency rescue training. Please alert your supervisor that you may have to take time off for emergency duty or emergency duty training. When taking time off for emergency duty, please alert your supervisor before doing so when possible.

## **Adult Literacy Leave**

Pursuant to California law, the Associated Students will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on Associated Students. Associated Students does not provide paid time off for participation in an adult literacy education. However, you may utilize accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

## **Alcohol and Drug Rehabilitation Leave**

Pursuant to California law, Associated Students will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the accommodation does not impose an undue hardship on Associated Students. Associated Students does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

This policy in no way restricts Associated Students' right to discipline an employee, up to and including termination of employment, for violation of Associated Students' Drug and Alcohol Abuse Policy.



## **Benefits**

## Benefits Overview

Associated Students is committed to providing the following benefits for eligible employees. Benefit eligibility may be dependent upon your employee classification (full-time versus part-time, for example) and on length of continuous employment at Associated Students.

Benefit eligibility requirements may also be imposed by the plans themselves.

Upon becoming eligible for certain employee benefit plans, you will have access to Summary Plan Descriptions which describe the benefits in greater detail on the Associated Students website. For information regarding employee benefits and to answer any questions you may have, contact the Payroll & Benefits Manager.

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

Associated Students Benefit Structure:

- **Medical Insurance:** Available plans: Kaiser HMO, Anthem Blue Cross HMO and PPO. Associated Students pays the full monthly premium of Kaiser HMO “Employee Only” coverage. All other coverage levels are available at 90% employer/10% employee premium-share.
- **Cash-Out Option:** If medical coverage is waived, employee may receive: \$460/month - \$5,520/year. *This is a taxable benefit.*
- **Dental Insurance:** Associated Student pays the full monthly premium of employee only coverage. All other coverage levels are available at 90% employer/10% employee premium-share.
- **Vision Insurance:** Associated Students pays the full monthly premium of employee only coverage. All other coverage levels are available at 90% employer/10% employee premium-share.
- **EBA&M-Flexible Spending Plan:** Health Care & Dependent Care Reimbursement. Pre-tax savings benefit to pay for non-covered medical or dependent care expenses.

Associated Students offers the following additional employee benefits:

- Retirement Plan
- Life Insurance
- Disability Insurance
- AD&D Insurance
- EAP Service

For more detailed benefit information, please go to the employee login page at <https://as.sdsu.edu/admin/employee/>

## External Employee Education

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of Associated Students or the individual employees. Attendance at such activities, whether required by Associated Students or requested by individual employees, requires the written approval of your Area Director. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance.

Attendance at any such event is subject to the following policies on reimbursement and compensation. For attendance at events required or authorized by Associated Students, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking. Reimbursement policies regarding these expenses should be discussed with your supervisor in advance.

Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While Associated Students generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained as described previously.

## Holidays

Associated Students observes the following paid holidays each year:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and the Friday after
- Christmas Eve
- Christmas Day
- Winter Break Day (2 days)
- New Year's Eve

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. Winter Break Days are to be used for non-holiday dates during winter break that occur between Christmas Day and New Year's Eve. Holiday observances will be announced in advance each year.

### **Eligibility for Holiday Pay**

For full-time employees to be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor or the absence is otherwise protected by law. Full-time employees in their introductory period are entitled to holiday pay. Temporary employees who are hired to work less than 6 months are not eligible for holiday pay. An employee whose last day of employment falls prior to a holiday within the pay period will not be paid for the holiday.

### **Holiday Pay**

If you are an eligible non-exempt employee required to work on a paid scheduled holiday, you will receive regular pay for hours worked in addition to the eight hours of holiday pay. Holiday pay will not count towards overtime. Exempt employees that work on a holiday will receive eight hours of pay in addition to the eight hours of holiday pay.

## **Vacation**

### **Vacation Accrual**

Employees are entitled to vacation accrual based upon their years of active service. Active service commences with an employee's first day of work and continues thereafter unless broken by termination of employment or other circumstances allowed by applicable law. Temporary employees scheduled less than six months and part-time employees do not accrue paid vacation.

Employees are entitled to accrue at the rates below:

#### Non-Exempt:

- 0-3 years: employee accrues 10 days of vacation, 3.1 hours per pay period
- 4 -6 years: employee accrues 15 days of vacation per year, 4.6 hours per pay period
- 7-10 years: employee accrues 17 days of vacation per year, 5.2 hours per pay period
- 11-15 years: employee accrues 19 days of vacation per year, 5.8 hours per pay period
- 16-20 years: employee accrues 21 days of vacation per year, 6.5 hours per pay period
- 21-25 years: employee accrues 23 days of vacation per year, 7.1 hours per pay period
- 26 years: employee accrues 24 days of vacation per year, 7.4 hours per pay period

### Exempt:

Exempt employees accrue vacation at a rate of 24 days per year, 7.4 hours per pay period.

### **Vacation Accrual Maximums**

Vacation hours can accrue to a maximum cap. Once this cap is reached, no further vacation will accrue until some vacation hours are used. Unused vacation hours at year-end will carry over to the subsequent year.

- Employees with less than 10 years of service cease to accrue vacation when they reach the maximum cap of 272 hours (34 days).
- Employees with more than 10 years of service cease to accrue vacation when they reach the maximum cap of 385 hours (48 days).

### **Vacation Accrual Utilization/ Compensation**

Employees become eligible to take vacation any time after the employee's first day of employment, as work schedules permit. Vacation requests must be coordinated and cleared with your supervisor.

Vacations shall be scheduled to provide adequate coverage of job responsibilities and staffing requirements. Your supervisor will make final determinations and must approve your vacation schedule in advance. An employee whose employment terminates will be paid for accrued unused vacation.

## **Lactation Policy**

Associated Students accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the employee shall be unpaid. However, if providing such break time would seriously disrupt the operations of our organization, Associated Students may deny break time to employees who wish to express breast milk.

Associated Students will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices may be required to use their offices to express breast milk.

Employees who desire lactation accommodations should contact their supervisor or Human Resources to request accommodations.

Discrimination on the basis of sex includes discrimination based on breastfeeding and related medical conditions, and is unlawful.

## Paid Family Leave

Employees may be eligible for Paid Family Leave (PFL) wage replacement benefits, which are funded through payroll deductions and coordinated through the Employment Development Department. PFL provides limited compensation for up to six weeks after an unpaid, seven-day waiting period when an employee needs to take leave from work to care for a parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, or sibling who is seriously ill, or for a working parent who wants time to bond with their newborn, foster child or newly adopted child. The PFL program does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

## Workers' Compensation

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

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

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

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

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee, under most circumstances, will be reinstated to their same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining Associated Students ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the

essential functions of their job because of a physical or mental disability, Associated Students obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

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

### **Company-Provided Physician**

Associated Students provides medical treatment for work-related injuries through a designated medical provider. Information regarding provider location and directions are located on the Associate Students website under "Safety".

### **Predesignated Physician**

If you choose to predesignate a physician for treatment in the event of a work-related injury, your completed predesignated form must be on file with Associated Students before any injury occurs.

### **Workers' Compensation and FMLA/CFRA**

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under state and federal law (Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)), will be placed on FMLA/CFRA during the time they are disabled and not released to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a 12-month period rolling 12 month period.

## **Tuition Reimbursement**

Associated Students employees are encouraged to continue learning within their profession or career. Accordingly, all full-time employees may be eligible to receive tuition reimbursement, up to the equivalent of up to 6 credits of education taken at San Diego State University per semester, for educational courses directly related to their performance and/or position with Associated Students.

Additionally, per IRS Employer-Provided Educational Assistance (tax-exemption) guidelines, non-taxable tuition reimbursement will not exceed \$5,250.00 in a calendar year. Courses must be taken at San Diego State University or an accredited college or university to qualify for reimbursement.

In order to qualify for reimbursement, employees must have completed one year of service and submit a course description at least four weeks in advance of the beginning of instruction to their supervisor for approval by Associated Students. Length of service since last approved application for course fee reimbursement may be a factor in determining final awards, within overall available funding. There is a designated amount of funding provided each year for

tuition reimbursement. Awards are given for one semester at a time with no guarantee for subsequent semesters.

To receive consideration, employees must reapply each semester. The required paperwork and description of the program is available from Human Resources.

Tuition will be reimbursed to the employee upon satisfactory completion of the course, and submission of documentation showing a grade of C or better. In order to receive reimbursement, employees must provide receipts establishing enrollment in the course. (See guidelines on TUITION REIMBURSEMENT APPLICATION form)

Associated Students provides compensation for time spent in attendance at outside courses only when attendance is required by Associated Students and the course is directly related to the employee's current job. Employees will not receive compensation for time spent in voluntary attendance in courses that are conducted outside of normal business hours and/or that are not directly related to their current job.

Associated Students' commitment to providing educational assistance should not be understood as guaranteeing that successful completion of a course will result in the Associated Students providing additional compensation or job benefits.



# **Management**

## **Open-Door Policy**

Suggestions for improving Associated Students are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your complaints, questions, and suggestions also are of concern to Associated Students.

If you have a complaint, suggestion or question, speak with your immediate supervisor as soon as possible. If you are not comfortable speaking to your immediate supervisor, please bring the issue to Human Resources or any other member of management.

Moreover, if you have raised the issue and the problem persists, you may present it to the Human Resource Director, who will investigate the issue.

If the problem is not resolved, you may also present the problem to the Executive Director of Associated Students, who will attempt to reach a final resolution.

While a written complaint will assist us in investigating your concerns, it is not required that you put your complaint in writing. If you need assistance with your complaint, or you prefer to make a complaint in person, contact Human Resources.

This procedure, which we believe is important for both you and Associated Students, cannot guarantee that every problem will be resolved to your satisfaction. However, Associated Students values your observations and you should feel free to raise issues of concern without the fear of retaliation.

## **Employment of Relatives**

Relatives of employees may be eligible for employment with Associated Students only if individuals involved do not work in a direct supervisory relationship, or in job positions in which there is a conflict of interest. Associated Students defines "relatives" as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Present employees who marry or become registered domestic partners will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest.

## **Performance Evaluations**

Each employee will generally receive annual performance reviews conducted by their supervisor. The first performance evaluation will normally take place after the employee completes the six-month introductory period. Subsequent performance evaluations will generally be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of Associated Students and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation document simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

## **Performance Awards**

Performance Awards are granted each semester to employees for outstanding performance. Employees are nominated by their supervisors. This monetary award will be included in the employee's taxable income. For additional information, please contact Human Resources.

## **Service Awards**

Service Awards are presented for ten, fifteen, twenty, twenty-five, etc. years at the annual SDSU staff awards program each fall. Associated Students also hosts an awards event to honor Associated Students employees celebrating these anniversaries.

## **Personnel Records**

You have a right to inspect or receive a copy of the personnel records that Associated Students maintains relating to your performance or to any grievance concerning you. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing to the Human Resources Manager three business days in advance.

You may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. Associated Students may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

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

## **Names and Addresses Policy**

Associated Students is required by law to keep current all employees' names and addresses. Employees are responsible for notifying Human Resources in the event of a name or address change.

## **Telecommuting**

Associated Students does not provide telecommuting to employees. However, individual situations may occur where telecommuting may be an option for a reasonable work accommodation.

Associated Students retains the right, at its sole discretion, to designate when situations may be appropriate for telecommuting. Telecommuting must be approved by an employee's supervisor and Human Resources. Telecommuting does not change the conditions of employment or required compliance with all Associated Students policies and procedures.

## **Workplace Privacy - Audio/Video Recordings**

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of proprietary or confidential information, employees may not use any audio or video recording devices while on working time without supervisor approval, unless use of such devices is required for an employee's job, or unless applicable law provides otherwise. Subject to the exceptions in the previous sentence, employees also may not use any audio or video recordings in work areas that Associated Students has identified as confidential, secure or private, unless the employee is engaged in protected activity related to improving the terms and conditions of their employment, such as documenting health and safety issues.

Associated Students uses or may use security cameras in public areas (not in restrooms, locker rooms or changing areas). The video security cameras will not include sound recording.

## **Company Property**

## Bulletin Boards

Bulletin boards are reserved for the exclusive use of Associated Students for posting work-related notices or notices that must be posted pursuant to local, state, and federal law. From time to time, special notices and information for employees will be posted by Associated Students on the bulletin boards. Please check the boards regularly for these notices. Employee postings are not permitted.

## Employer Property

Lockers, furniture, desks, computers, cell phones, data processing equipment/software, vehicles, are Associated Students property and must be maintained according to Associated Students rules and regulations. They must be kept clean and are to be used only for work-related purposes. Associated Students reserves the right to inspect all Associated Students property including computer or phone data or messages to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. As a result, employees do not have an expectation of privacy in this regard. Prior authorization must be obtained before any Associated Students property may be removed from the premises.

Associated Students voice mail and/or electronic mail (e-mail) including texting, pagers and mobile email are to be used for business purposes. Associated Students reserves the right to monitor and inspect voice mail messages, and e-mail messages, and texts to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence. As a result, employees do not have an expectation of privacy in this regard.

Associated Students may periodically need to assign and/or change "passwords" and personal codes for these communication technologies and related storage media. Databases are to be used only for Associated Students business and they remain the property of Associated Students.

Associated Students reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Messages on Associated Students voice mail and email systems are subject to the same company policies against discrimination and harassment as are any workplace communications. Offensive, harassing or discriminatory content in such messages will not be tolerated.

No personal locks may be used on Associated Students-provided lockers unless the employee furnishes a copy of the key or the combination to the lock. Unauthorized use of a personal lock by an employee may result in losing the right to use an Associated Students locker.

For security reasons, employees should not leave personal belongings of value in the workplace. Terminated employees should remove any personal items at the time they leave

Associated Students. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

## **Electronic and Social Media**

This policy is intended to protect Associated Students' computer systems and electronic information.

For purposes of these policies, the following definitions apply: "Computers" are defined as desktop computers, laptops, handheld devices (including but not limited to iPhones, Black berries, smart phones, iPads, and other electronic tablets and cell phones), computer software/hardware and servers.

Associated Students also uses various forms of "electronic communication." "Electronic communications" includes e-mail, text messages, telephones, cell phones and other handheld devices (such as cell phones, Blackberries or smart phones or writing tablets or iPads), fax machines, and online services including the Internet.

"Electronic information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files.

The following general policies apply:

- Computers and all data transmitted through Associated Students' servers are Associated Students property owned by Associated Students for the purpose of conducting Associated Students business. These items must be maintained according to Associated Students' rules and regulations. Computers must be kept clean and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any Associated Students' property may be removed from the premises.
- All electronic communications also remain the sole property of Associated Students and are to be used for Associated Students business. For example, email messages are considered Associated Students records.
- Electronic information created by an employee using any computer or any means of electronic communication is also the property of Associated Students and remains the property of Associated Students.
- Information stored in Associated Students computers and file servers, including without limitation, customer information and vendor information is the property of Associated Students and may not be distributed outside Associated Students in any form whatsoever without the written permission of the Executive Director.
- Employees are also advised that Associated Students is subject to the California Public Records Act. As such, any and all electronic communications, electronic information, and information stored on Associated Students' computers and file servers may be subject to disclosure under the California Public Records Act.

- Violation of any of the provisions of this policy, whether intentional or not, will subject Associated Students employees to disciplinary action, up to and including termination.

### **Monitoring of Associated Students Property**

Associated Students reserves the right to inspect all Associated Students property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Associated Students computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. Associated Students reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Associated Students policy or any law occurs. E-mail may be monitored by Associated Students and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security but the use of a password does not affect Associated Students' ownership of the electronic information or ability to monitor the information. Associated Students may override an employee's password for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Associated Students management.

### **Prohibited Use**

All existing Associated Students policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of Associated Students assets or resources. It is a violation of Associated Students policy to use computers, electronic communications, electronic information, or the Internet, in a manner that: is discriminatory harassing or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against Associated Students policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any Associated Students computer is a violation of Associated Students' policy against sexual harassment. This description of prohibited usage is not exhaustive and it is within the discretion of Associated Students to determine if there has been a violation of this policy. Employees that engage in prohibited use will be subject to discipline and/or immediate termination.

This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.



## **Computer and Internet Use**

Associated Students provides computers, electronic communications, electronic information and information technology resources, including the Internet, to its employees to help them do their job. Generally, these Associated Students resources and property should be used only for business related purposes; however, there are a few exceptions:

- To send and receive necessary and occasional personal communications;
- To use the telephone system for brief and necessary personal calls or messages; and
- To access the Internet for brief personal searches and inquiries during meal times or other breaks, provided that employees adhere to all other usage policies.

This policy is not intended to limit the ability of employees to use Associated Students email systems to communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing.

Any personal usage of Associated Students property must not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, tie up printers or other shared resources, or violate any Associated Students policy, including policies against harassment, discrimination and disclosure of confidential and trade secret information or solicitation. All policies relating to monitoring usage of Associated Students property apply.

## **Social Media**

Associated Students uses social media for defined business purposes. Social media is a set of Internet tools that aid in the facilitation of interaction between people online. If you have specific questions about which programs Associated Students deems to be social media, consult with Human Resources.

Use of Internet based programs such as Facebook, LinkedIn, and Twitter (this is not meant to be an exhaustive list) may be used in furtherance of Associated Students goals. However, only authorized individuals are allowed to speak/write in the name of Associated Students using the social media tools of the organization.

Your supervisor will authorize you, in writing, if you can use these Associated Students social media tools to perform your job duties. Authorized individuals using Associated Students social media tools shall identify themselves honestly, accurately and completely and comply with all Associated Students policies in using this media.

Your authorization is limited to business purposes. Personal use of these Associated Students social media tools or programs is prohibited and can result in discipline up to and including termination. All policies relating to monitoring usage of Associated Students property apply.

Employees can use their own personal devices to engage in social media during non-working times, such as breaks and meal periods; however, all other Associated Students policies against inappropriate usage, including the Associated Students' no tolerance for discrimination, harassment or retaliation in the workplace, and protection of confidential and trade secret information apply.

Nothing in the Associated Students social media policy is designed to interfere with, restrain or prevent employee communications regarding wages, hours or other terms and conditions of employment.

## **Housekeeping**

All employees are expected to keep their work areas clean and organized. People using common areas such as lunch rooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

## **Smoking**

SDSU is a smoke free campus and is prohibited at all Associated Students facilities.

- Smoking, hookahs, and water pipes are prohibited in all university buildings, including, lounges, recreation rooms, public areas, hallways, stairwells, balconies, walkways, courtyards and pool areas.
- Smoking is prohibited in outdoor areas including courtyards and community centers.
- Smoking is defined as inhaling, exhaling, burning, or carrying a lighted or vapor-producing tobacco product.
- Tobacco is defined as all tobacco derived or containing products, including, but not limited to, cigarettes (clove, bidis, kreteks), electronic cigarettes, cigars and cigarillos, hookah smoked products, and oral tobacco (spit and spitless, smokeless, chew, snuff).

The SDSU Smoking policy may be found at <http://smokefree.sdsu.edu/>

## **Solicitation and Distribution of Literature**

In order to ensure efficient operation of Associated Students' business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on Associated Students property. Associated Students has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with their supervisor or Human Resources

No employee shall solicit or promote support for any cause or organization during their working time or during the working time of the employee or employees at whom such activity is directed. No employee shall distribute or circulate any written or printed material in work areas

at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Associated Students property.

## **Employee Parking**

Employees wishing to park on campus must secure parking permits at their own expense and are subject to the regulations of the University. Non-student, part-time employees may also purchase parking permits. Failure to comply with parking regulations will result in the cancellation of the permit. Visitors and vendors may secure temporary parking permits from the parking lot vending machine and/or the information booth. These are for limited time periods only. No parking of private vehicles is allowed in loading areas, driveways, or disabled spaces.

Full-time employees may utilize payroll deduction for parking costs. See the Human Resources Manager to sign up for the payroll deduction. Disabled employees, or those with special needs, may apply for special parking permits, which may be obtained by contacting the University Public Safety Department.

## **Employee Conduct**

# Business Conduct and Ethics

As an employee of Associated Students, employees are required to carry out official duties following the highest moral and legal standards. No employee will be expected to act in any manner that will breach the law, and no employee may permit or require any employee to do so. Employees may not engage in any business or transaction or have financial interest, direct or indirect, that does not allow objective judgment and appropriate moral and legal practices in their job. This requires all staff, board members and volunteers of Associated Students to act with honesty, integrity and openness in all their dealings as representatives of Associated Students. Associated Students promotes a working environment that values respect, fairness and integrity. This is not an attempt to define specifically what one should and should not do, but rather to communicate Associated Students expectations of proper conduct.

## Ethical Business Standards

Those acting on behalf of Associated Students have a general duty to conduct themselves in a manner that will maintain and strengthen the public's trust and confidence and take no actions incompatible with their obligation to Associated Students. Associated Students is proud of its employees and the reputation it enjoys as a result of the quality customer service provided by them. With regard to professional conduct, all employees have the right and responsibility to:

- Conduct business in adherence with high ethical standards.
- Maintain integrity through an ongoing dedication to honesty and responsibility.
- Act in a reliable and dependable manner.
- Treat others with impartiality.
- Communicate honestly and openly and avoid misrepresentation.
- Exhibit respect and fairness toward all those with whom they come into contact.
- Use organizational resources only for business purposes.
- Observe and comply with laws and regulations affecting Associated Students and its operations.
- Conduct business in a manner that will avoid potential or actual conflicts of interest.
- Respect the value and dignity of all individuals.
- Refrain from doing anything at work that might bring discredit to Associated Students and the department/project.
- Treat Associated Students property, information and other resources responsibly including maintaining confidentiality where appropriate.
- Carefully consider the public perception of their personal and professional actions, the effect their actions could have on Associated Student reputation in the community and elsewhere.

## Ethical Dispute or Dilemma

Associated Students encourages all employees to resolve doubts or uncertainties about ethical questions or compliance with this policy. All employees should seek appropriate guidance when faced with ethical dilemmas. To resolve any ethical or legal issue or report a violation, an

employee can contact their supervisor or manager, Area Director, Human Resources Director or Executive Director for guidance.

Associated Students strongly encourages an open door environment to its employees. Failure to follow the ethical business standards may lead to disciplinary action. For alleged violations, Associated Students will weigh relevant facts and circumstances and other factors deemed relevant. Discipline for failure to follow the ethical business standards may result in disciplinary action, up to and including termination.

## Conducting Personal Business

Employees are to conduct only Associated Students business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

## Performance Standards and Guidelines

### Customer Service

**Standard:** Ensures each customer encounter is courteous, respectful and efficient.

**Guidelines:**

- Ensures A.S. customer service guidelines are met by all staff in department.
- Ensures department guidelines are established and met by all staff in department.

### Teamwork

**Standard:** Performs as a member of a high quality team and promotes teamwork in all interactions within the organization.

**Guidelines:**

- Elicits feedback, questions, suggestions and constructive criticism and listens to them non-defensively.
- Makes decisions by consensus whenever possible and appropriate. Considers how decisions affect others and includes those affected in the decision-making process.
- Asks for clarification when needed. Asks questions and voices objections to any decision before it is made and gives full support to it after it is made.
- Fulfills all agreements. When conditions change and the agreement cannot be kept, notifies the affected people and makes a new agreement that clarifies any new deadlines and details.
- Changes their point of view when given new information and indicates what will be done in response to it.
- Addresses problems by discussing issues directly with the person(s) involved or affected. Attempts to work with them toward a solution before seeking higher level resolution.

- Demonstrates flexibility and cooperation in response to changes in job responsibilities.

## **Professionalism**

**Standard:** Conducts all work in a professional manner.

### ***Guidelines***

- Encourages communications that support a positive, cooperative, open environment and conducts all interactions with respect, courtesy, directness, fairness and equality.
- Conducts all interactions so they are free of sarcasm, anger, blaming, withdrawing, inappropriate humor, gossip, profanity and derogatory comments or gestures.
- Seeks creative solutions to problems and initiates improvements to programs, systems and services.
- Keeps personal problems away from work and does not conduct personal business at work.
- Takes the job seriously and demonstrates a professional attitude and appearance.
- Works efficiently. Does not allow distractions to interfere with work priorities.
- Ensures a clean, organized work environment.
- Adheres to attendance policy.

## **Supervisors**

**Standard:** Conducts hiring/termination, training, development and evaluation of staff and volunteers under supervision in a high quality fashion.

### ***Guidelines:***

- Ensures all hiring/termination is conducted in accordance with A.S. policy and timelines.
- Maintains appropriate staffing levels to facilitate satisfactory operation of the areas under supervision.
- Ensures each employee is given written information about his or her job responsibilities, procedures and policies.
- Provides each employee an orientation and introduction to the corporation, facility, department and personnel, including the specific standards that apply to each area.
- Describes each job's relationship to the mission of the Associated Students and its uniqueness as a student-directed corporation.
- Directs the work courteously and gives clear, specific and realistic goals. Includes methods of accomplishment and accountability as appropriate.
- When assigning tasks, provides information, training, materials and support as appropriate.
- Assesses and monitors each employee's knowledge, understanding, ability, readiness and willingness to perform each assignment, then makes appropriate response.
- Holds effective staff meetings frequently and regularly provides information regarding policy changes, special events and all other pertinent topics. Keep employees informed of daily happening and messages that pertain to their work.

- Makes corrections positively and promptly and includes specific suggestions for change as soon after the event as possible, considering privacy factors.
- Corrects individual problems with staff they supervise.

## **Confidential Information**

**Each employee is responsible for safeguarding the confidential information obtained during employment.**

In the course of your work, you may have access to trade secrets or similarly protected proprietary or confidential information regarding Associated Students' business (such as financial data, research and development, marketing, business plans or strategies, suppliers, business partners or customers). You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties or as required by law.

Access to, or disclosure of, confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by Associated Students.

This policy does not prohibit employees from confidentially disclosing trade secret, proprietary or confidential information to federal, state and local government officials, or to an attorney, when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. sec. 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. sec. 1833(b).

## **Media Inquiries**

All media inquiries to employees regarding Associated Students and its operations must be referred to the Executive Director. Only the Executive Director, or the Associate Director of Programs & Marketing, is authorized to make or approve public statements on behalf of Associated Students or its operations. No employee, unless specifically designated by the Executive Director, is authorized to make those statements.

Any employee wishing to write and/or publish an article, paper, or other publication on behalf of Associated Students must first obtain approval from the Executive Director, or the Associate Director of Programs & Marketing before publication.

This policy does not limit an employee's right to discuss the terms and conditions of their employment, or to try and improve these conditions.



## Conflicts of Interest

All employees must avoid situations involving actual conflict of interest. Personal or romantic involvement with a coworker, student, or subordinate employee of Associated Students, which impairs an employee's ability to exercise good judgment on behalf Associated Students, can create an actual conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale issues.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to their immediate supervisor, or any other appropriate supervisor, for a determination about whether an actual conflict exists. If an actual conflict is determined, Associated Students may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action. This policy is to ensure that employees of Associated Students act and are perceived to act in a manner that precludes both actual and perceived conflicts of interest.

### ***Definitions***

- **Employee:** Includes full- and part-time staff.
- **Family Member, Family Relationship:** Close relatives include employee's current spouse or domestic partner, employees' or spouse's parent or legal guardian, child, sibling, grandparent, grandchild, great grandparent, great grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law, aunts and uncles, as well as the spouses of brothers, sisters, children, grandchildren, and great grandchildren.
- **Business Relationship:** Includes outside employment, provision of services, services in competition with the Associated Students, and/or interest in businesses from which the Associated Students may secure or will secure goods or services, but, excludes attorney/client, doctor/patient, priest/clergy and penitent/communicant relationships.
- **Conflict of Interest:** For purposes of this policy statement, a "conflict of interest" is defined as in any relationship, transaction or other circumstance that enables, potentially enables, or appears to enable an individual to personally benefit from his/her corporation with Associated Students.

The Education Code §89906 states that no member of the governing board of an auxiliary organization shall be financially interested in any contract or other transaction entered into by the board of which they are a member, and any contract or transaction entered into in violation of this section is void.

Title 5 of the California Code of Regulations §42401, 42402, 42500 and Education Code §89900 establishes a responsibility to operate in accordance with sound business practices in the interest of the campus. Sound business practice mandates the establishment of conflict-of interest policies and procedures to implement Education Code §89906-89909 and other similar

provisions to prevent imprudent or improper decisions by auxiliary board and management members.

It is the policy of Associated Students to err on the side of caution when assessing whether a transaction or relationship represents a potential or actual conflict of interest.

In order to avoid situations which potentially give rise to a conflict of interest, all Associated Students employees shall not engage in any of the following activities, except as authorized by the Executive Director:

- Use their position as an employee, or any knowledge or information obtained there from, for personal gain, except as they are otherwise compensated by Associated Students.
- Directly or indirectly engage in any activity (whether as director, employee) or directly or indirectly own an ownership interest in any entity (whether as shareholder, member, partner, or sole proprietor) which competes with the existing, planned or potential business activities of Associated Students.
- Own any ownership interest either directly (whether as a shareholder, member, partner or sole proprietor) or indirectly (whether through an immediate family member, trust or other arrangement) in any entity which supplies goods or services to Associated Students; provided, however, that stock ownership in a publicly traded corporation shall be permitted if the ownership does not exceed five percent of the outstanding stock of the corporation.
- Accept any gift of goods or services which is intended to, or which may, influence or affect the judgment of the employee concerning the affairs of Associated Students.
- Engage in any other activity, or take any other action not enumerated herein where the interests of the employee may compete or conflict with the interest of Associated Students. In order to avoid the misconception that it would be acceptable for an individual to pass on knowledge to others so that they might benefit, the term “personally benefit” shall include any Associated Students employees’ family or friends.

Associated Students is committed to report and take appropriate action on all matters where there is determined, perceived or the potential for conflict of interest. Transactions and/or relationships that are by definition conflicts and those that may be vulnerable to public perception of a conflict of interest are to be deemed reportable. It is the duty of each employee of Associated Students, to disclose to the Executive Director, in writing, any incident they believe to be a conflict of interest.

Annually, Associated Student directors must submit a Conflict of Interest Disclosure Statement for Senior Staff to Human Resources. Reports of any conflicts of interest shall be submitted to the Executive Director and forwarded to:

Vice President, Business and Financial Affairs  
San Diego State University  
5500 Campanile Drive  
San Diego, CA 92182

In the event that there are no conflicts of interest, the Executive Director shall report at the close of each calendar year to the above named individual that there were no conflicts of interest for the calendar year just ended. Reporting of conflicts of interests (including identified, potential or perceive) is to be done on an as-occurring basis.

## **Vendor Gifts**

Work-related gifts that are collectively used in the office by Associated Students of SDSU staff may be accepted by any employee. Such gifts will be considered property of Associated Students and must be properly accounted for. A personal gift with a value of under \$100 may be accepted by any employee. All personal gifts with a value of greater than \$100 must be reported to the Executive Director.

The aggregate limitation on gifts is \$200, such that no employee can receive gifts exceeding this amount in a fiscal year.

This guideline is developed to clarify and implement the operation aspects of the Code of Ethics Policy that are incorporated into the Associated Students of SDSU Bylaws.

## **Customer Relations**

Employees are expected to be polite, courteous, prompt, and attentive to every customer. When an employee encounters an uncomfortable situation that they do not feel capable of handling, their supervisor should be called immediately.

Customers are to be treated courteously and given proper attention at all times. Never regard a customer's question or concern as an interruption or an annoyance. You must respond to inquiries from customers, whether in person or by telephone, promptly and professionally.

Through your conduct, show your desire to assist the customer in obtaining the help they need. If you are unable to help a customer, find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

If a problem develops or if a customer remains dissatisfied, ask your supervisor or manager to intervene.

## **Dress Codes and Other Personal Standards**

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. Department managers may issue more specific guidelines.

Because each employee is a representative of Associated Students in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing.

Employees are expected to dress neatly and in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

All employees required to wear uniforms provided by Associated Students must take care of their uniforms and report any wear or damage to their supervisors. Instructions regarding cleaning and maintenance of uniforms will be provided. Supervisors will inform you of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your supervisor.

Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact Human Resources to discuss the need for accommodation.

## **Drug and Alcohol Abuse**

Associated Students is concerned about the use of alcohol, marijuana, illegal drugs or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and seriously impair Associated Students' operations. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes Associated Students to the risks of property loss or damage, or injury to other persons.

The following rules and standards of conduct apply to all employees while on Associated Students property, at work, or working on Associated Students business. The following are strictly prohibited by Associated Students policy:

- Being under the influence of, or impaired by, an illegal or controlled substance, alcohol or marijuana while on the job.
- Using or possessing illegal or controlled substances, alcohol or marijuana while on the job (including the illegal use of prescription drugs and possessing drug paraphernalia).
- Distributing, selling, or purchasing an illegal or controlled substance, alcohol or marijuana while on the job.
- Testing positive on a required or requested drug or alcohol test or screen.
- Refusing either to take or to release information regarding a required or requested drug or alcohol test or screen.

Associated Students will require drug and/or alcohol testing:

- When a reasonable suspicion exists that any employee is under the influence of alcohol or any illegal drug, intoxicant, or controlled substance while on the job, or is otherwise in

violation of this policy. For the purpose of this policy, the term “under the influence” means that the employee is affected by a drug or alcohol, separately or in combination, in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech, difficulty in maintaining balance, breath odor, or appearance. Associated Students will exercise its sole discretion in deciding whether an employee is “under the influence”.

Associated Students may rely on one or more of the following: a professional opinion (such as a doctor, nurse or psychologist), a laboratory or scientific test, or the observation or opinions of a lay person (such as a supervisor, co-employee or other person);

- When an accident, near-miss, or incident occurs in which safety precautions are violated or careless acts are performed, and a reasonable suspicion exists that the employee involved is under the influence of alcohol or any illegal drug, intoxicant, or controlled substance;
- After any employee has participated in a rehabilitation program; or
- When required by a state or federal law or regulation (e.g., (i) persons driving commercial motor vehicles with a gross vehicle weight rating of 26,001 pounds or more or carrying hazardous materials in interstate commerce (“DOT testing”); or (ii) for other reasons required by law). The testing required by Associated Students will involve an initial screening test. If that test result is positive, the positive result will be confirmed using a different testing methodology. The test results will be kept as confidential as possible.

Violation of these rules and standards of conduct will not be tolerated. Associated Students also may bring the matter to the attention of appropriate law enforcement authorities.

Employees suspected of consuming alcohol or being under the influence, and possessing illegal drugs, intoxicants, or controlled substances are subject to inspection and search, with or without notice. Employees' personal belongings, including any bags, purses, briefcases, and clothing, and all employer property, are also subject to inspection and search, with or without notice. As a result, employees shall not have a reasonable expectation of privacy in any personal belongings, including their contents, brought to the workplace. Employees who violate Associated Students' drug and alcohol abuse policy will be removed from the workplace immediately. Any conviction for criminal conduct involving illegal drugs, intoxicants, or controlled substances, whether on or off duty, or any violation of Associated Students' drug and alcohol abuse policy, including having a positive drug-test result, may lead to disciplinary action, up to and including termination.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Associated Students property will not be tolerated because such conduct, even though off duty, reflects adversely on Associated Students. In addition, Associated Students must keep people who sell or possess controlled substances off Associated Students premises in order to keep the controlled substances themselves off the premises.

Associated Students will encourage and reasonably accommodate employees with alcohol, marijuana or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. Associated Students is not obligated, however, to continue to employ any person whose performance of essential job

duties is impaired because of drug, alcohol or marijuana use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be reemployed or be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect Associated Students' treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

The use of prescription drugs and/or over-the-counter drugs may also affect an employee's job performance and seriously impair that employee's value to Associated Students. Any employee who is using prescription or over-the-counter drugs that may impair their ability to safely perform the job or may affect the safety or well-being of others must submit a physician's statement that the prescription drug use will not affect job safety. The employee is not required to identify the medication or the underlying illness. Various federal, state, and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to violate or interfere with individual rights under these laws.

Employees are also advised that it remains a violation of Associated Students policy and San Diego State University policy to possess, sell, or use marijuana at San Diego State University despite the passage of Proposition 64, which, in certain specific contexts, legalized nonmedical production, sale, possession, and use of marijuana by those ages 21 and older. The federal Drug-Free School and Communities Act and Drug-Free Workplace Act require that colleges and universities take all reasonable measures to prevent the illegal use of drugs on college campuses and at university-sponsored events and activities. Failure to follow these laws would result in San Diego State University losing eligibility for federal financial aid for our students as well as federal grants and contracts. Marijuana is still defined as an illegal drug under federal law.

## **Other Employment**

While employed by Associated Students, employees are expected to devote their energies to their jobs with Associated Students.

Employment that directly conflicts with Associated Students' essential business interests and disrupts business operations is strictly prohibited.

Employees who wish to engage in additional employment that may create a real conflict of interest must submit a written request to Associated Students explaining the details of the additional employment. If the additional employment is authorized, Associated Students assumes no responsibility for it. Associated Students shall not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, additional employment. Authorization to engage in additional employment can be revoked at any time.

## Political Activity

Many employees participate in political activities on their own time. Associated Students' time, facilities, property or equipment (including all computers, networks, and electronic equipment) must not be used for an employee's outside political activities. Associated Students will not reimburse any employee for political contributions, and employees should not attempt to receive or facilitate such reimbursements.

Absent a formal statement by Associated Students announcing any political endorsements, employees must not, through their own actions, speech, contributions, or written communication, mislead others to believe that Associated Students officially endorses or opposes any candidates for political office that Associated Students itself has not publicly announced. Associated Students employees are entitled to their own personal position.

Associated Students will not discriminate against employees based on their lawful political activity engaged in outside of work.

## General Election Endorsement

Associated Students General Elections are held in the spring of each year. Associated Students, as a whole, does not endorse any candidates for any student body office. Both full-time and part-time employees of the Associated Students are required to maintain neutrality concerning Associated Students General Election candidates and campaigns. In addition, Associated Students employees must avoid utilizing Associated Students' resources, titles, authority or any other form of influence prior to or during the campaign season in an effort to affect the outcome.

Employees currently enrolled as a student of SDSU can in fact work on a campaign for General Elections, but not as a representative of the Associated Students or during work hours. Incumbent Executive Officers are exempt from this policy.

## Prohibited Conduct

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

- Falsifying employment records, employment information, or other Associated Students records;
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;

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

This statement of prohibited conduct does not alter the Associated Students' policy of at-will employment. Either you or Associated Students remain free to terminate the employment relationship at any time, with or without reason or advance notice.



## **Off-Duty Conduct**

While Associated Students does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Associated Students business interests.

Off-duty conduct by an employee that directly conflicts with Associated Students' essential business interests and disrupts business operations will not be tolerated.

## **Prohibited Use of Company Cell Phone While Driving**

In the interest of the safety of our employees and other drivers, Associated Students employees are prohibited from using cell phones (including all smart phones) while driving on Associated Students business and/or Associated Students time.

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Associated Students business and/or Associated Students time. Associated Students recommends pre-programming frequently used numbers into your phone rather than looking up numbers before dialing them. Violating this policy is a violation of law and a violation of Associated Student rules.

Writing, sending, or reading text-based communication - including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications - on any wireless device or cell phone while driving is also prohibited under this policy unless the device is specifically designed and configured to allow voice-operated and hands-free operation to dictate, send, or listen, and it is used in that manner while driving.

Violating this policy is a violation of law and a violation of Associated Students rules.

### **Employees under Age 18**

A person under the age of 18 years is prohibited from driving a motor vehicle while using a wireless telephone, even if equipped with a hands-free device, or while using a mobile service device. The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes. Violating this policy is a violation of law and a violation of Associated Students rules.

Writing, sending, or reading text-based communication - including text messaging, instant messaging, e-mail, web browsing and use of smart phone applications - on a wireless device or cell phone while driving is also prohibited under this policy. Violating this policy is a violation of law and a violation of Associated Students rules.

## Punctuality and Attendance

As an employee of Associated Students, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Associated Students business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must provide reasonable advance notice to your supervisor before the time you are scheduled to begin working for that day. You must inform your supervisor of the expected duration of any absence. If you fail to provide reasonable advance notice before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. If the circumstances for your tardiness or absence were unforeseen, inform your supervisor as soon as practicable of the reason for the tardiness or absenteeism.

Excessive absenteeism or tardiness, providing false information or abuse of leave laws will not be tolerated. Generally, if you fail to report for work without any notification to your supervisor and your absence continues for a period of three days, Associated Students will consider that you have voluntarily abandoned or quit your employment.

**Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy. Paid sick time protected under state and local law does not count as a violation of this policy.**

## **Wages**

## **Payment of Wages**

All employees of Associated Students are paid every other Friday for work performed during the previous two-week pay period. If a regular payday falls on a holiday, employees will be paid on preceding workday.

Associated Students offers automatic payroll deposit. You may begin, stop and update your automatic payroll deposit at any time by accessing your employee self-service page in Kronos. Changes made 10 days before the end of the pay period will be effective that pay period. You should carefully monitor your payroll deposit statements for the first two pay periods after direct deposit begins.

If you choose to stop automatic payroll deposit, you will receive a regular payroll check on the first pay period after you stopped the automatic deposit provided it is received no later than 10 days before the end of the pay period.

If an employee requests to receive a paycheck in person, it will be available at the front desk of Associated Students in the Conrad Prebys Aztec Student Union Building, third floor. New employees will also receive their first paycheck here. A valid form of identification will need to be provided for pick up.

If you observe an error on your check, please report it immediately to your supervisor or the Payroll & Benefits Manager.

## **Business & Travel Expenses**

Associated Students reimburses employees for business expenses up to 30 days from date of incurred expense. Employees who have incurred business expenses must submit required receipts and Travel Expense Form (if reimbursement is for mileage or travel expenses) to Accounts Payable no later than the 30 days from date of incurred expense of each month.

Associated Students credit cards are not to be used for personal expenses.

If you have any questions about Associated Students' expense reimbursement policy, contact the Accounts Payable Coordinator.

Please see Associated Students Travel Policy on the Associated Students website under Business Services, Accounting & Finance for further information.

## **Pay for Mandatory Meetings/Training**

Associated Students will pay non-exempt employees for attendance at meetings, lectures, and training programs if (1) attendance is mandatory; (2) the meeting, course, or lecture is directly related to the employee's job; or (3) the meeting, course, or lecture occurs during an employee's regular working hours. Generally, an employee who is required to attend such

meetings, lectures, or training programs will be notified of the necessity for such attendance by their supervisor.

## **Advances**

Not more than one salary advance per calendar year shall be authorized for each employee. Advances shall not exceed 80% of salary earned at the time of the advance and are deducted with the employee's written permission from the next regular paycheck following the date of the advance. A payroll advance will be given "only" for hours worked already. Advance requests must be submitted 24 hours in advance on an A.S. Payroll Advance Request form which states the reason for the advance and is signed by the Area Director. Associated Students does not issue loans of any kind to employees.

## **Makeup Time**

Associated Students allows the use of makeup time when non-exempt employees need time off to tend to personal obligations. Subject to applicable law, makeup time worked will not be paid at an overtime rate. Employees may take time off and then make up the time later in the same workweek, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the workweek.

Makeup time requests must be submitted in writing to your supervisor, with your signature, on the Make-up Time Request form provided on the Associated Students website. Requests will be considered for approval based on the legitimate business needs of Associate Students at the time the request is submitted. A separate written request is required for each occasion the employee requests makeup time.

If you request time off that you will make up later in the week, your request must be submitted and approved in writing before taking the requested time off or work make-up time, whichever is first in advance of the desired time off. If you request to work makeup time first in order to take time off later in the week, your request must be submitted and approved in writing before taking the requested time off or work make-up time, whichever is first before working the makeup time. Your makeup time request must be approved in writing before you take the requested time off or work makeup time, whichever is first.

All makeup time must be worked in the same workweek as the time taken off. Associated Students' seven-day workweek is Saturday through Sunday. Employees may not work more than 11 hours in a day or 40 hours in a workweek as a result of making up time that was or would be lost due to a personal obligation.

If you take time off and are unable to work the scheduled makeup time for any reason, the hours missed will normally be unpaid. However, your supervisor may arrange with you another day to make up the time if possible, based on scheduling needs. If you work makeup time in advance of time you plan to take off, you must take that time off, even if you no longer need the time off for any reason.

An employee's use of makeup time is completely voluntary. Associated Students does not encourage, discourage, or solicit the use of makeup time.

## **Meal and Rest Periods**

During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not join together required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier.

In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to Associated Students policy, you must notify the Human Resources Manager in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken.

Failure to comply with Associated Students' policies regarding meal and/or rest periods can lead to discipline, up to and including termination.

### **Rest Breaks**

All non-exempt employees are entitled to rest break periods during their workday. If you are a non-exempt employee, you will be paid for all such break periods, and you will not clock out. You are required to remain on the work premises during your rest break(s). You are expected to return to work promptly at the end of any rest break.

#### ***Number of Rest Breaks***

You will be authorized and permitted one (1) 15-minute net rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over two [2] hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) 15-minute rest break. If you work more than six (6) hours and up to 10 hours, you will be entitled to two (2) 15-minute rest breaks. If you work more than 10 hours and up to 14 hours, you will be entitled to three (3) 15-minute rest breaks.

For shifts in excess of 14 hours, you will continue to be entitled to additional paid 15-minute rest breaks for every four (4) hours you work, or major fraction thereof.

#### ***Timing of Rest Breaks***

You are authorized and permitted to take a rest break in the middle of each four hour work period. Your rest break may be scheduled by your supervisor.

## **Meal Period**

All non-exempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if they work more than five hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You must clock back in at the end of any meal period and return to work promptly.

If your total work period for the day is more than five hours per day but no more than six hours, you may waive the meal period. This cannot be done without the mutual written consent of you and your supervisor. You must discuss any such waiver with your supervisor in advance.

### ***Timing of Meal Period***

Your meal period will be provided no later than the end of your fifth hour of work. For example, if you begin work at 8:00 a.m., you must start your meal period by 12:59 p.m. (which is before the end of your fifth hour of work). Your meal period may be scheduled by your supervisor.

### ***Second Meal Period***

If you work more than 10 hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. Again, you must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any meal period.

Depending on the circumstances, you may be able to waive your second meal period if you took the first meal period and if your total hours worked for the day is no more than 12 hours.

This cannot be done without the mutual consent of you and your supervisor and must be in writing. You must discuss the on-duty meal period agreement waiver with your supervisor in advance.

### ***Timing of Second Meal Period***

This second meal period will be provided no later than the end of your tenth hour of work. Your second meal period may be scheduled by your supervisor.

### ***Recording Meal Periods***

Non-exempt employees must clock out for any meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." All work time must be accurately reported on your time record.

If for any reason you are not provided a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify the Human Resources Manager.

Anytime you miss a meal period that was provided to you (or you work any portion of a provided meal period), you will be required to report to your supervisor and document the reason for the missed meal period or time worked in Kronos.

Please also refer to the Associated Students Timekeeping Policy.

## **Overtime for Non-Exempt Employees**

Employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Associated Students will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor when possible. Associated Students provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 4:00 a.m. and ends at 3:59 a.m. Workweeks begin each Saturday at 4:00 a.m. and end on Saturday at 3:59 a.m.;
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay; and in most circumstances, overtime is completed automatically by the Kronos timekeeping system.
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

## **Reporting-Time Pay**

Associated Students will comply with all applicable laws and regulations regarding reporting-time pay for non-exempt employees.

- Unless applicable law provides otherwise, Associated Students will pay a minimum of two hours of pay to employees who are required to report to work on a day other than their normally scheduled workday.
- If the employee reports to work and there is no work, the employee will be paid for at least half of the hours there were scheduled to work. In no event is this amount to be less than two or more than four hours. For example, if the employee was scheduled to work eight (or



more) hours, they will receive four hours pay. If the employee was scheduled for four hours or fewer of work, they will be paid for two hours.

- If an employee is scheduled for less than two hours and the available work ends before the scheduled time, the employee will be paid only for the time scheduled. If an employee is scheduled for more than two hours and available work ends before the scheduled time, the employee will be paid for at least half of the hours they were scheduled to work. In no event is this amount to be less than two or more than four hours.
- The regular rate of pay in the locator for the task scheduled will be the rate the employee receives for show-up pay. An employee will not be entitled to show-up pay if the Associated Students has notified them at least 24 hours in advance not to report to work or were advised that a full workday will not be made available on a given day.
- Show-up pay will not be included in the calculation of an employee's overtime compensation. Rather, overtime compensation will be based on actual hours worked by the employee.

At times, emergencies such as power failures, road closings, earthquakes, fires, or severe weather may interfere with Associated Students' operations. In such an event, Associated Students may order a temporary shutdown of part or all of its operations. Depending on the circumstances, time off may or may not be paid.

## **Deductions for Exempt Employees**

Employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees may not be paid for any workweek in which they perform no work, subject to Associated Students benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from pay are permissible when an exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the employee has exhausted their leave under this policy;
- Is absent for jury duty or military duty for two full weeks and performs no work during the week; or
- Works less than a full week during the initial or final week of employment;

It is Associated Students policy to comply with these salary basis requirements. Therefore, Associated Students prohibits all managers from making any improper deductions from the salaries of exempt employees. Associated Students wants employees to be aware of this

policy and know that Associated Students does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor, or to the Payroll & Benefits Manager.

Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

## **Timekeeping Requirements**

All non-exempt employees are required to use the Kronos Timekeeping system to record time worked for payroll purposes. All time worked must be accurately reported on your time record in Kronos; there are Kronos time clocks located throughout Associated Students facilities.

Supervisors will train new hires on timekeeping procedures in their area.

Employees must record their own time at the start and at the end of each work period. Employees must clock out for their meal period and record the start and end of the meal period.

The pay period runs from Saturday at 4:00 a.m. for a two week period.

Employees are not allowed to work "off the clock." Working off the clock violates Associated Students policy. Any work performed before or after a regularly scheduled shift must be approved in advance by your supervisor when possible. If you perform any off-the-clock work, please report the work to your supervisor.

Employees will be required to certify that their time record is accurate.

Any corrections, changes or missed punches on the time-card should be made by the employee and then approved by their supervisor. Punching another employee's time-card, allowing another employee to punch your time-card, or altering a time-card is not permissible and is subject to disciplinary action.

Any errors on your time-card should be reported immediately to your supervisor. Please also refer to Associated Students Meal and Rest Break Policy.

## **Work Schedules**

The Associated Students Office is normally open for business between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday. Other Associated Students departments hours of operations vary; your Supervisor will assign your individual work schedule.

The workweek begins at 4:00 a.m. Saturday and ends at 3:59 a.m. Saturday.

## **Safety and Health**

## **Employees Who Are Required to Drive**

The use of Associated Students-owned or Associated Students-leased vehicles is limited to authorized employees. These vehicles must only be used in work-related activities and may not be used for personal business or activities without the express prior approval of management.

Employees whose job duties require them to drive an Associated Students vehicle or their own vehicles for Associated Students business will be required to show proof of current valid driving licenses and proof of insurance under the Associated Students' policy or current effective insurance coverage before the first day of employment.

Associated Students participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who are required to drive as part of their job.

If an employee is required to drive as part of their job, Associated Students retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is suspended or revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under Associated Students' policy.

Employees that drive their own vehicles on Associated Students business, please see our Business and Travel Expense Reimbursement Policy found on the Associated Students website.

## **Health and Safety**

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to Human Resources. In compliance with California law, and to promote the concept of a safe workplace, Associated Students maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives on the Associated Students Website via Business Services under Safety.

In compliance with Proposition 65, Associated Students will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

## **Ergonomics**

Associated Students is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. Associated Students will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. Associated Students encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

Associated Students believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact Human Resources.

## **Heat Illness**

Associated Students is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the recognition and prevention of heat illness. Employees who work outside are encouraged to frequently drink water. Employees who work outside are also allowed and encouraged to take a cool-down rest in the shade of at least five minutes (in addition to the time needed to access the shade) when needed to protect themselves from overheating. These preventative cool-down rests are paid time.

Please refer to the Associated Students' Injury Illness and Prevention Program or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

## **Recreational Activities and Programs**

Associated Students, or its insurer, will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

## **Security**

Associated Students has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to your supervisor. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

Associated Students' workplace security program is described in detail in Associated Students' Illness and Injury Prevention Program (IIPP).

## **Workplace Violence**

Associated Students has adopted the following workplace violence policy to ensure a safe working environment for all employees.

Associated Students has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of weapons on Associated Students premises and at Associated Students-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent.

You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Associated Students property. Threats may be direct or indirect, and they may be communicated verbally or non-verbally.

## **Termination**

## **Voluntary Resignation**

Voluntary resignation results when an employee voluntarily quits their employment at Associated Students, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, their supervisor (unless the absence is protected by law).

Should an employee decide to voluntarily resign from their employment at Associated Students, it is requested that a two week written notice be provided by the employee to their supervisor. The employee will also be asked to participate in a formal check out procedure to ensure the items below are returned to the Human Resources Director.

All Associated Students-owned property, including vehicles, parking permits, keys, uniforms, identification badges, business cards, credit cards and any passwords/codes must be returned immediately upon termination of employment.

### **Exit Interview**

The Payroll & Benefits Manager will schedule an Exit Interview for you with the Human Resources Director. This will provide closure to your employment with Associated Students and will allow Associated Students to ensure that it has resolved various administrative matters, answered any questions about continuation of benefits, and listened to any of your comments or ideas about improving Associated Students' operations.

## **Employee References**

Associated Students maintains a strict policy limiting information provided to others for employment verification purposes. All verification of employment requests must be directed to Payroll. No other A.S. employee is authorized to release verbal or written employment information for a current or former employee. With the employee's signed consent, Payroll will only provide dates of employment and title of position.

## **Reductions in Force**

Under some circumstances, Associated Students may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, Associated Students will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

## **Involuntary Termination**

Violation of Associated Students policies and rules may warrant disciplinary action. Associated Students may use various methods of discipline that may include verbal warnings, written warnings, and suspension. Associated Students may, in its sole discretion, utilize whatever



form of discipline is deemed appropriate under the circumstances, up to, and including, immediate termination of employment.

As an at-will employer, Associated Students reserves the right to end the employment relationship at any time, with or without cause or notice. In the event your employment is terminated, please return all property owned by Associated Students to your supervisor prior to your departure.

## **Confirmation of Receipt**

## Employee Handbook Confirmation of Receipt

I have received my copy and/or have received access to my copy online via the Associated Students website <https://as.sdsu.edu/admin/forms/> of the Associated Students' employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and information contained in the handbook.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at Associated Students is employment at-will; employment may be terminated at the will of either Associated Students or myself. My signature certifies that I understand that the foregoing agreement of at-will status is the sole and entire agreement between Associated Students and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with Associated Students.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by Associated Students. Associated Students reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the Executive Director of Associated Students, no manager, supervisor, or representative of Associated Students has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Executive Director has the authority to make any such agreement and then only in writing, signed by the Executive Director.

Employee's Signature \_\_\_\_\_

Employee's Printed Name \_\_\_\_\_

Date \_\_\_\_\_