ASI/USU
Personnel Policies and Procedures Manual

(Effective 12/12/2017)

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I. INTRODUCTION

A. DESCRIPTION OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL

This Personnel Policies and Procedures Manual (the “Manual”) contains information about the employment policies and practices of the Associated Students, Inc. /University Student Union of California State University, Stanislaus ("ASI/USU").

At the time of employment, you will be given a copy of the Manual and sign a confirmation of receipt. The Manual supersedes all previously issued policies and procedures manuals and inconsistent oral or written policy statements. Except for the policy of at-will employment, which can be changed only by the Executive Director or their designee in writing, or any currently valid written agreement between an employee and ASI/USU, ASI/USU r reserves the right to revise, delete, and add to the provisions of the Manual. All such revisions, deletions, or additions must be in writing, must be signed by the Executive Director or their designee and will be distributed to all employees. No oral statements or representations can change the provisions of the Manual except in writing signed by the Executive Director or their authorized representative.

None of the Employer's personnel documents and benefit plans, including this Manual, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any employee. No supervisor has any authority to enter into a contract of employment--express or implied--that changes or alters the at-will employment relationship. Only the Executive Director or their designee has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing. This Manual is the property of ASI/USU. All rights are reserved.

Not all ASI/USU policies and procedures are set forth in this manual. We have summarized only some of the more important ones. If you have any questions or concerns about the manual or any other policy or procedure, please ask your Human Resource Specialist. In addition, you may contact the ASI/USU Business Office for further clarification.

B. EMPLOYMENT AT WILL

Employment with ASI/USU is at-will unless otherwise stated in a written agreement signed by the Executive Director. This means that an employee is free to leave employment at any time, with or without cause or notice, and ASI/USU retains the same right to terminate employment at any time, with or without cause or notice. Unless employment is covered by a written employment agreement, this policy of at-will employment is the sole and entire agreement between the Employee and ASI/USU as to the duration of employment and the circumstances under which employment may be terminated

Examples of the types of terms and conditions of employment that are within the sole discretion ASI/USU include, but are not limited to, the following: promotion; demotion; transfers; hiring decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; reduction, cessation, or expansion of operations; determinations concerning the use of equipment,

methods, or facilities; or any other terms and conditions that ASI/USU may determine to be necessary for the safe, efficient, and economic operation of its business.

C. MISSION STATEMENT

ASSOCIATED STUDENTS

The Associated Students, Inc. (ASI) of California State University, Stanislaus is the official voice of the students. Our mission is to pursue and provide opportunities fostering student leadership and development and enhance our ever-changing campus and local community by instilling a sense of pride through services and events offered to our diverse population.

UNIVERSITY STUDENT UNION

The University Student Union of California State University, Stanislaus is the center of student life on campus. As a not-for-profit organization run by the students for the students, we meet the needs of our diverse University by bringing the campus community together within our facilities. As the center of student life, we provide an environment that enhances student learning and development by encouraging the campus community to interact and become engaged in a multitude of services, programs, and events.

D. VISION

ASSOCIATED STUDENTS

The Associated Students, Inc. (ASI) of California State University, Stanislaus is an independent, not for profit, corporation that pursues growth and educational opportunities for all students in order to develop well-rounded and intellectually diverse individuals. We will facilitate a respectable and working relationship between our students, and the university and external communities.

ASI will attract highly motivated individuals who exhibit determination, enthusiasm, devotion, and a willingness to develop leadership skills. While effectively participating in shared governance we will strive to advocate for the needs and interests of Stanislaus State students by taking action on educational, social, and political issues at the university, local, state-wide levels, and federal issues affecting higher education.

ASI will offer a wide-range of high-quality programs and services to facilitate students' educational, social, and emotional growth. Through these programs and services, we will enhance campus pride and student involvement while strengthening the relationship between the University and surrounding area through community engagement.

As our campus grows, ASI will strive to meet the needs and demands of our ever-changing campus and local communities.

UNIVERSITY STUDENT UNION

The University Student Union seeks to provide a community centered gathering place with exceptional facilities, services, and programming to encourage formal and informal student learning and leadership growth. We are committed to providing high quality, convenient services, and facilities that will enhance the daily lives of our students and the campus community. We strive to progressively adapt to meet the ever-changing needs of the students and the campus community.

E. VALUES

We value academic growth and success, diversity of ideas, culture and ethnicity, the mission of both the ASI/USU; we value teamwork and each of us making a commitment to do our part. We value campus pride and will do all we can to promote it.

F. OPEN DOOR POLICY

ASI/USU recognizes that employees will have suggestions for improving the workplace, as well as complaints about the workplace. The most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with your supervisor. Please feel free to contact your supervisor with any suggestions and/or concerns.

If you do not feel comfortable contacting your supervisor or are not satisfied with your supervisor's response, please submit your concern or suggestion in writing to the next senior individual in your department. That individual will review your written submission and provide you with a final resolution, which is subject to approval by the Human Resource Specialist.

While ASI/USU provides you with this opportunity to communicate your views, please understand that not every concern can be resolved to your satisfaction. ASI/USU believes that open communication is essential to a successful work environment and all employees must feel free to raise issues of concern without fear of reprisal.

II. EQUAL EMPLOYMENT OPPORTUNITY POLICY:

ASI/USU provides equal employment opportunity to all employees and applicants for employment in accordance with all applicable law.

ASI/USU will not discriminate against any employee or applicant for employment on the basis of race, color, creed, religion, national origin, sex, gender, gender identity, gender expression, gender stereotyping, transgender, sexual orientation, genetic information, disability, age, marital status, veterans' status, status with regard to public assistance, or on the basis of any other legally protected category.

ASI/USU will take ensure that all terms and conditions of employment are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, selection, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training.

Any employee who does not comply with the equal opportunity policies and procedures set forth in this policy will be subject to disciplinary action.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the 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 applicant or employee who requires an accommodation in order to perform the essential functions of the job must contact the Human Resource Specialist and request such an accommodation. The individual with the disability must specify what accommodation they need to perform the job. ASI/USU then will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform their job. ASI/USU will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, ASI/USU will make the accommodation.

If any employee or applicant believes they have been discriminated against, please contact the Human Resource Specialist.

III. NEW EMPLOYEE ORIENTATION:

All newly hired employees must attend orientation by the first day of employment. If an employee is unable to attend a session during the first day of employment, they must contact the ASI/USU Human Resource Specialist and make alternative arrangements. Employees must be paid for the time spent at the orientation upon presenting proof that they have completed the orientation.

As part of the employee initial orientation, employees learn the various duties and responsibilities of their job. A copy of the written position description is provided with initial appointment letters.

It is expected that employees will perform additional duties and assume additional responsibilities not specifically described in their job descriptions as needed. In order to adjust to changes, it may become necessary to modify job descriptions, adding to, changing, or to removing certain duties and responsibilities.

IV. CLASSIFICATION STANDARDS:

A. CLASSIFICATION POLICY

The Human Resource Specialist reviews and approves the classification level of a particular position based upon the duties and responsibilities of the position. When a new position is created, it is reviewed and classified, based on the job description, before an employee is hired to fill it.

The supervisor and the employee are responsible for notifying the Human Resource Specialist's Office of any needed changes in the duties and responsibilities of a position by submitting an updated position description.

B. RECLASSIFICATION

As an employee assumes greater responsibility in their position, it is possible that the job may become eligible for reclassification to a higher level.

Reclassification can be based on many factors, including substantial changes in the level of duties and responsibilities of a position. These changes could result from a reorganization, new equipment or work processes, or new programs. Supervisors must inform the Human Resource Specialist prior to making any significant changes which may affect job descriptions or classifications. Salary inequities may result if significant changes are made without a classification review. All reclassification actions which may involve a pay raise are subject to the availability of funds. Budgetary constraints and business needs may make it necessary for supervisors to adjust the duties and responsibilities of a position to keep them within the employee's current classification.

C. CLASSIFICATION REVIEW

When there have been *substantial changes* in the duties and responsibilities assigned to a position, a classification review may be requested by the supervisor or by the supervisor's superior. The request is forwarded through the supervisory chain and then to the Human Resource Specialist. The request must include the following:

- A current position description
- A current organization chart
- A memo from the immediate supervisor explaining what changes have occurred since the position was last reviewed and why a classification review is necessary
- The written recommendation and/or concurrence of the supervisor's superior

Once all the required documentation is received, the Human Resource Specialist or their designee will review the request, and, at their discretion, conduct a review. During the review the Human Resource Specialist or their designee interviews the supervisor and the incumbent and discusses the duties and responsibilities of the position. The position is then evaluated in terms of various factors including:

- Complexity and difficulty of work
- Nature of supervision exercised and received
- Knowledge, abilities and skills required

- Independence of judgment and action required
- Extent and difficulty of interface with persons and organizations

Comparisons to related positions at California State University, Stanislaus, and other CSU auxiliaries may also be made in order to maintain consistency within the various classifications.

Before a final decision is made, the Human Resource Specialist will discuss recommendations with the employee's supervisor to provide an opportunity to address questions and point out possible problem areas. Prior to the classification review by the Human Resources Committee of the ASI or USU Board, both the immediate supervisor and the Executive Director must approve the revised job description in writing.

When the review process is complete, the Executive Director will inform the employee of the results. If the Human Resources Committee approves the revised job description, it must be sent to the relevant Board for approval. If the supervisor disagrees with the classification decision, they may confer with the Executive Director or their designee, to further understand the basis of the classification determination. When a reclassification action is taken, the Human Resource Specialist will initiate the necessary paperwork indicating the earliest possible effective date.

D. CLASSIFICATION AND SKILL LEVEL CHANGES

All salary adjustments associated with a reclassification must meet the following requirements.

Effective Dates

Generally, the effective date for a classification and skill level change will be the first of the month after the date the change is approved by the Human Resources Committee.

Salary Actions

The effective date of the classification or skill level change will also be the effective date for the associated salary increase. ASI/USU guidelines for salary increases associated with classification and skill level changes are outlined below. In no case, will the new salary exceed the maximum rate established for the classification.

Salary Increase – Minimum of the New Salary Range

Once the Human Resources Committee has determined that a classification or skill level change is justified, an increase to the minimum of the new classification range will be initiated by the Human Resource Specialist via a Staff Adjustment Form. The salary increase may be less based upon budgetary considerations and availability of funds.

Salary Increase – Beyond Minimum of the New Salary Range

If the employee whose salary is above the minimum of the new range is reclassified to a new classification level, a request for an increase requires a written statement from the employee's supervisor related to the need for an increase at this level based on the candidate's qualifications or specific internal or external comparability factors.

Salary Increase In Excess of Guidelines Noted Above

Under rare circumstances, a manager might recommend a salary increase in excess of the guidelines. In such a case, the manager must provide a detailed written rationale related to the exceptional nature of the situation. The rationale must outline the organizational necessity, relevant internal or external comparisons and market data, and verification of the exceptional skills and abilities of the candidates. The Human Resource Specialist will review the request and provide their recommendations to the Human Resources Committee on the advisability of the proposed salary increase.

E. Salary Freeze

A salary freeze will ONLY occur in cases where a reclassification of the position is necessary due to a significant number of duties and responsibilities being removed from a position or there is a re-organization of the positions based on business needs. A salary freeze will take place ONLY in cases where the existing salary is 25% or greater than the entry salary range of the new classification. A Salary freeze applies to COLA increase only. Employees will still qualify for a merit and bonus.

A salary freeze will remain in effect for 2 years until such time as the position salary range is adjusted to and the current salary falls below the 25% of the entry level range as determined by the position classification.

Position classification reviews will take place every two years for the positions which have a freeze applied.

If an employee requests a voluntary demotion or is demoted for disciplinary reasons, then the employee will be compensated at the new positions salary range.

F. Position Title & Salary Range

FULL TIME STAFF

Classification Title	Salary Range
ASI/USU Executive Director	$94,018 - $155,816
USU Assistant Director of Operations	$52,288 – $78,383
ASI Assistant Director of Programs and Leadership	$51,176 - $79,728
USU Human Resource Specialist	$49,560 – $108,144
ASI Leadership and Student Government Manager	$48,053 - $74,496
ASI Marketing Services Coordinator	$42,180 – $63,252
ASI Student Government Advisor	$42,444 - $60,336
ASI Programs Advisor	$42,444 - $60,336
ASI Leadership Coordinator	$42,444 - $60,336
USU Reservations Coordinator	$39,456 -$63,156
ASI Graphics Designer I	$38,688 – $58,056
USU Administrative Support Coord II	$37,380 – $56,124
ASI Administrative Support Coord I - Programs	$34,152 – $51,216
USU Building Maintenance Supervisor	$30,468 - $45,696
ASI Administrative Support Assistant	$30,468 – $45,696

V. EMPLOYMENT:

A. EMPLOYMENT CLASSIFICATIONS

Non-Exempt Employees: A non-exempt employee earns overtime under applicable federal and state law for hours worked in excess of 8 in one day or 40 in one workweek.

Exempt Employees: Exempt employees' job duties and compensation are governed by applicable federal and state law and they do not earn overtime.

Full-Time Non-Exempt Regular Employees: Full-time non-exempt regular employees are regularly scheduled to work at least 40 hours per week. Full-time employees are eligible for ASI/USU's benefit package subject to the terms, conditions, and limitations of each benefit policy.

Temporary/ Interim Employees: Temporary / Interim employees are hired as interim replacements to temporarily supplement the work force and they may be exempt or non-exempt. The interim replacement can be up to one year. Selection for the position will be done by the Executive Director in consult with either the ASI President or USU Chair depending on which organization the position is assigned. If the position is to be greater than six months, and/or the work hours are greater than 1000 worked hours then benefits must apply.

Executive Personnel: Exempt position that is comparable in benefits and responsibilities to the Management Personnel Plan (MPP) employees of the CSU.

Confidential Employee: Exempt / non-exempt position that is comparable in benefits and responsibilities to the Confidential (C99) employees of the CSU.

B. BACKGROUND CHECKS

ASI/USU must maintain a safe and productive workplace with honest, trustworthy, qualified, reliable and non-violent employees who do not present a risk of serious harm to their co-employees or others. To that end, ASI/USU may perform, or request that third parties perform, "background checks" or other types of investigations.

Background checks are required for all final candidate(s) considered for new hire in Full Time positions. Individuals who are currently employed in positions in which a background check is required by law, who are under consideration for positions in which a background check is required by law, or who are under consideration for positions that ASI and USU has designated as sensitive are required to undergo background checks. Current employees are subject to background checks if they are voluntarily under consideration for positions in which background checks are required by law or that are designated as sensitive.

Background checks required for all positions include employment verification, education verification, reference checks, and criminal records checks. If job related, additional checks, including credit report

history checks, motor vehicle records/licensing checks, sex offender registry checks and/or professional licensing/credential verification, may be initiated as a part of the selection process. Job postings for positions that require background checks shall specifically state the requirement.

Employees are expected to cooperate fully with this policy. Such cooperation includes, among other things, providing truthful and complete information on your employment application and in response to inquiries made by ASI/USU or third party investigators during the course of investigations and to providing appropriate written authorizations that may be required by law so that ASI/USU may obtain complete investigation reports. Failure to cooperate in these respects, or any attempt to interfere with ASI/USU's implementation of this policy will result in discipline, up to and including termination from employment.

As part of the background check process, applicants are required to be fingerprinted. The Campus Office of Public Safety will conduct the Live Scan check for criminal record information with the Department of Justice and Federal Bureau of Investigations and notify the ASI/USU accordingly.

C. IMMIGRATION COMPLIANCE

ASI/USU complies with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States of America.

ASI/USU will conduct an electronic verification of I-9 documentation through the Department of Homeland Security's E-verify system. The Human Resource Specialist is the administrator for the E-Verify account. The Human Resource Specialist is responsible for keeping a Memo of Understanding for the program. There will be one designated back-up person to perform e-verifications in the absence of the Human Resource Specialist to ensure the accuracy and security of the information provided by the employee. The e-verification process will not take place until after the applicant has accepted a position with ASI/USU and must be completed within 3 days from the date of hire.

If the results return as a tentative non-confirmation, ASI/USU will not take any adverse action against the employee until the Department of Homeland Security and/or Social Security Administration issues the final non-confirmation of eligibility. If the employee chooses not to contest the Department of Homeland Security and/or Social Security Association findings, ASI/USU will exercise their right to terminate employment at that time.

D. CONFLICTS OF INTEREST POLICY

Assignments

ASI/USU desires to avoid situations in which actual or potential conflicts of interest may exist. To implement this objective, ASI/USU will attempt to avoid assignments that involve actual or potential conflicts of interest, as well as working relationships involving relatives or individuals with close personal relationships that may potentially lead to complaints of favoritism, lack of objectivity, or employee morale and dissension problems that can result from such relationships.

In keeping with this policy, relatives of employees and individuals with whom employees reside will not be eligible for employment with ASI/USU in any situation where potential problems of supervision, safety, security or morale exist or where personal relationships may create an actual or potential conflict of interest, cause disruption, or create a negative or unprofessional work environment. For purposes of this policy, relatives include an employee's parent, child, spouse, domestic partner, brother or sister, or a stepparent, stepchild, stepbrother or stepsister, or a significant other who is a co-habitant. Relatives also include any parent, child, brother, or sister of an employee's spouse or domestic partner. As noted above, the policy is not limited to relatives and applies to other situations involving actual and potential conflicts of interest.

If two employees become subject to the restrictions of this policy after they are hired, one or both of the employees must seek a transfer or reassignment that eliminates any actual or potential conflict of interest as determined by ASI/USU. For example, if two employees marry, become related, or reside with one another, and the potential problems noted above exist, only one of the employees will be permitted to stay within the same department or shift. ASI/USU will take action as it deems appropriate.

VI. EMPLOYEE CONDUCT

The purpose of the policy on Employee Conduct is to:

- Encourage positive employee/employer relations by providing for the fair and consistent treatment of staff.
- Ensure that all employees are aware of their obligations and the consequence of disregarding those obligations.
- Ensure that employee misconduct is dealt with in a timely and appropriately manner.

The ASI/USU believes that the conduct of its staff is extremely important in establishing a positive image on-and-off- campus and for setting a positive example for students. It is the policy of the ASI/USU that all employees conduct themselves in a professional, courteous and civil manner at all times and in all interactions. These rules apply to all employees.

A. CODE OF CONDUCT

Each element of the Code of Conduct is considered an essential function of the job. Failure to abide by the Code of Conduct can lead to discipline, including termination.

Accountability

ASI/USU employees must accept responsibility for their decisions, for the foreseeable consequences of their actions and inactions, and for setting an example for others.

Adherence to Policy

ASI/USU employees must know, understand, and adhere to Trustees, Chancellors, Campus, ASI and USU Policies.

Civility

ASI/USU employees are characterized by their civility. ASI/USU employees must be committed to creating and supporting a work environment in which a diverse population can learn, live and work in an atmosphere of tolerance, civility, and respect for the rights of each individual.

Collaboration

ASI/USU employees must create and maintain a work environment characterized by cooperation and contribution to the common good of the organization. They must be helpful and supportive of each other. They must never publicly express sarcasm, ridicule, or cynicism regarding the programs, services, or operations of ASI/USU. They must be willing to forego personal preferences out of consideration for the good of the team.

Competence

ASI/USU employees must maintain their professional competence. They must keep abreast of the latest development in their respective areas. They must maintain proficiency in the latest methods and technologies. They must be proactive in sharing relevant information with co-workers.

Customer/Constituent Service

ASI/USU employees facilitate ASI/USU's mission. They must exhibit a "can-do" attitude and stay focused on the customer's needs to accomplish a program, project or activity. They must actively seek ways to reconcile customer's needs and desires with any administrative or regulatory restrictions, if possible. They must facilitate each other's efforts to provide the best customer service possible. They must offer assistance wherever it is needed, regardless of their respective job descriptions. The expectation of providing outstanding customer service and recognition of the "help philosophy" encompasses both internal and external customers.

Maturity

ASI/USU employees must display emotional maturity. They must accept responsibility for their own actions, inactions, errors and omissions. They accept the special obligation of modeling emotional self-control in a student development environment. They give and receive constructive criticism with openness and a positive attitude, understanding that there is always room for improvement. They refrain from behaviors that reflect negatively upon themselves or the organization.

Professionalism

ASI/USU employees behave in a professional manner at all times. They maintain organized work areas. They pursue the highest standards of neatness, accuracy, and timeliness and produce work that meets the highest possible degree of quality. They are courteous, pleasant, and considerate. They conscientiously work at maintaining positive working relationships with other department and personnel. They never engage in any workplace behavior that could possibly be misconstrued by others as mean-spirited, abusive, or unprofessional, regardless of intent.

Respect

ASI/USU employees demonstrate respect for other people at all times. They treat others as they want to be treated. They respect people's differences and are always willing to learn the most effective way of serving them. They are tactful, courteous, but forthright in their dealings with all people.

Trustworthiness

ASI/USU employees are trustworthy. They keep their promises, fulfill their commitments and abide by the letter as well as the intent of all agreements.

B. CODE OF ETHICS

ASI/USU employees are trustworthy. They keep their promises, fulfill their commitments and abide by the letter as well as the intent of all agreements.

As members of Associated Students Inc. (ASI) and the University Student Union (USU), all staff, student assistants, board members, elected officials and volunteers (henceforth referred to as *members*) shall act with honesty, competence and fairness in all their dealings as member of both organizations by the following:

- Create an atmosphere of tolerance, civility, and respect for the rights of each individual through fair, objective, and impartial interactions with others.
- Encourage and practice scholarly integrity.
- Refrain from doing anything at work that might bring discredit to Associated Students Inc. or the University Student Union.
- Treat ASI and USU property, information, and other resources with care.
- Maintain confidentiality and respect privacy of interactions, student records, and information related to legal and private matters as delineated by privacy laws.
- Manage all organizational funds honestly, effectively, and conduct business with the highest moral and ethical standards.
- Arrange outside obligations, financial interests and activities as not to conflict with commitments to ASI and USU. *(see Conflict of Interest policy)*
- Hold accountable, those who exhibit unethical behavior and ensure accountability by following procedures below.

If anyone has knowledge of or a concern of any ethical or legal issue, please contact the Executive Director or HR Specialist for guidance. All members must accept responsibility for their decisions, for the foreseeable consequences of their actions and inactions, and for setting an example for others.

This is not an attempt to define specifically what one should and should not do, but rather to communicate expectations of proper conduct.

C. MISCONDUCT

Violation of the rules identified below will subject employees to discipline, which may include oral or written warnings, suspension, or immediate discharge. The level of discipline imposed is within the sole discretion of ASI/USU. The types of misconduct identified below are merely examples of conduct that may lead to disciplinary action. They are not an exhaustive list of all types of conduct that can result in disciplinary action. All instances of employee misconduct must be documented.

An employee's employment may be terminated after other disciplinary measures have failed or when a first time incident occurs that is extremely serious. An employee may be discharged at any time without regard to any progressive steps if they commit an offense for which immediate discharge is warranted based on the severity of the offence, or the employee's continued presence would be contrary to the well-being of ASI/USU or its employees.

Infractions that may result in various levels of discipline, including an oral or written warning, suspension, or discharge include but are not limited to:

- Unsatisfactory job performance.
- Non-compliance or disregard of any established ASI/USU policy or procedure, including safety rules.
- Failure to report work related injury within required time.
- Leaving ASI/USU premises or one's job during working hours without notification or authorization.
- Frequent or excessive tardiness or absence from work, or from an employee's work area
- Smoking in restricted areas, or where no smoking signs are posted.
- Failing to abide by requirements governing lunch or break periods.
- Working unauthorized overtime.
- Sleeping during work hours.

Offenses that are serious in nature and could result in immediate termination include but are not limited to:

- Obtaining employment based on false or misleading information.
- Falsifying information in any work-related documents or records.
- Intentional destruction of or damage to ASI/USU or University property or equipment, or to the property of another employee, a customer, or a visitor.
- Misappropriation or inappropriate removal of ASI/USU funds or property or unauthorized possession of property that belongs to the ASI/USU, another employee, or a customer or visitor.
- Bringing or possessing firearms, weapons, or any other hazardous or dangerous devices on ASI/USU or University property at any time without proper authorization.
- Job Abandonment -Absence of three or more days without authorization by or notification to ASI/USU of the reasons for absence.
- Possession, distribution, sale or use of alcohol or any unlawful drug while on duty or while on ASI/USU premises.
- Reporting to work or operating an ASI/USU owned vehicle under the influence of alcohol or any unlawful drug.
- Conviction of a felony
- Conviction of any misdemeanor involving conduct that is detrimental to the interests of ASI/USU.
- Harassment or other actions which result in an intimidating, hostile, or offensive work environment or causes another person to reasonably fear for their safety, the safety of others, or the safety of their property.
- Unauthorized access to, possession, dissemination, or use of information determined to be confidential by the ASI/USU.
- Fighting or provoking a fight, whether verbal or physical, on ASI/USU time or premises.
- Insubordination, including refusal, without proper justification, to do assigned work or to produce work in the manner described by the employee's supervisor or the supervisor's superior.
- Falsifying or destroying any timekeeping record.
- Engaging in any action that endangers others, ASI/USU property, or disrupts work.
- Using racial, sexist, or homophobic remarks or gestures while on duty or while on ASI/USU premises.
- Actions, which in the judgment of the Executive Director could result in adverse consequences to the ASI/USU, employees, or students.

D. EMPLOYEE COUNSELING/DISCIPLINE ACTION

Infractions may result in various levels of discipline, including an oral or written warning, suspension, or discharge. The level of discipline is within the sole discretion of ASI/USU.

All final warnings, suspensions, or terminations must be issued only after consultation with and written approval by the Human Resource Specialist or their designee.

Nothing in this policy is intended to change the at-will employment relationship.

E. WORKPLACE BEHAVIOR

Conversations

Non-work related conversations must be carried out discreetly and must never interfere with service to customers. Loud conversations must be avoided. At no time is any staff member to discuss or make comments about a customer, another staff member, or ASI/USU where such discussion or comments may be overheard by ASI/USU customers. When such discussion or comment is required, it must be done privately, out of the hearing range of the public areas.

Telephone Calls

Employees must keep all personal phone calls to a minimum. Friends and relatives must be discouraged from calling during work hours unless there is an emergency. Under no circumstances may an employee make or charge a long-distance call to ASI/USU unless it is work related and/or approved by the employee's supervisor.

Prohibited Use of Company Cell Phone and Texting While Driving

Employees whose job responsibilities include regular or occasional driving and who use a cellular telephone or personal digital assistant (PDA, such as Blackberry, Palm Pilot) in their work are expected to put safety first. Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a Company-provided cellular telephone or PDA for business use, are also expected to abide by the provisions of this policy.

It is recommended that employees who are driving during the course of their work refrain from using their cellular telephone or PDA, for any purpose, while driving. Special care must be taken in situations where there is traffic, inclement weather, or the employee is driving in an unfamiliar area. California requires a "hands-free" device for cell phone use while driving. California also prohibits any form of text messaging while driving. ASI/USU requires you to use a "hands-free" device if you choose to use a cell phone while driving. To promote ergonomic considerations and additional safety, ASI/USU will provide or reimburse employees who are assigned a Company-provided cellular telephone or PDA for the purchase of an appropriate "hands-free" cellular telephone device. Please note that you must still only dial numbers or text message when parked in a safe, non-emergency location, even when using a hands-free device for a phone call. This requirement means that you must exit any freeway or expressway on which you are traveling if that is your location when you intend to return a call from the road. This

is particularly important with a phone that is built into the vehicle, as it may cause you to glance away from the road when dialing.

ASI/USU discourages cell phone and PDA use while driving and specifically to conduct company business; it is solely your choice as to whether you use a cell phone or PDA while driving. Employees who use a cell phone or PDA and/or text message in violation of the law while driving and are charged with a violation of law or cause an accident or injuries resulting from the use of such phone or text messaging will be solely responsible for any claim, liability, fine or other consequence of the use of the cell phone.

Attending University Classes

Full-time, regular employees may request approval to attend class during their regular work hours in writing, providing the class does not interfere with their ability to complete work assignments. Employees who miss work hours due to class attendance must make up the missed time within the same pay period. Employees must have the written approval of their immediate supervisor to take advantage of the program.

Use of ASI/USU Equipment

All ASI/USU property must be used properly and maintained in good working order. Employees who lose, steal, or misuse ASI/USU property may be personally liable for replacing or fixing the item and may be subject to discipline, up to and including discharge and/or criminal charges.

Employees are permitted to use the Employer's equipment for occasional, non-work purposes with written permission from their direct supervisor.

Inspections and Searches

ASI/USU reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of determining whether a policy of ASI/USU has been violated, when an inspection and investigation is necessary for purposes of promoting safety in the workplaces or compliance with state, federal and local laws, or when necessary to serve any business interest. These inspections and searches may be conducted during or after business hours by the Executive Director or their designee, and in the presence or absence of the employee.

Gratuities, Gifts and Premiums

In order to maintain a high standard of integrity, employees are not permitted to accept gratuities or gifts of any value from customers, visitors, or vendors. Furthermore, any gifts or premiums resulting from purchases made for ASI/USU must be reported to the Human Resource Specialist and are the property of ASI/USU.

No employee may coerce, command, or advise another employee or a customer to lend or contribute time, money, or anything else of value for political purposes during working time on ASI/USU property, except as provided by law.

Confidential Information

Information about ASI/USU, its employees, customers, suppliers and vendors is to be kept confidential and divulged only to individuals within ASI/USU with a need to receive, and authorized to receive, such information. If in doubt as to whether information must be divulged, err in favor of not divulging information and discuss the situation with your supervisor.

All records and files maintained by ASI/USU, in whatever form, are confidential and remain the property of ASI/USU. Records and files are not to be disclosed to any outside party in any manner without the express written permission of the Executive Director. Confidential information includes, but is in no way limited to financial records, personnel and payroll records (regarding current or former employees), information regarding customer transactions, customer account information, information regarding customers, vendors or suppliers, trade secrets, and any documents or information regarding ASI/USU operations, procedures or practices, or constituents. Such confidential information may not be removed from ASI/USU premises without express written authorization.

Confidential information obtained during or through employment with ASI/USU may not be used by any employee for the purpose of furthering current or future outside employment or activities or for obtaining personal gain or profit. Employees may be required to enter into a written confidentiality and/or non-solicitation agreement as a condition of employment or continued employment

Employment Verifications

All requests for employment verification or references for employment must be directed to the Human Resource Specialist or designee. No other manager, supervisor, or employee is authorized to release employment verifications for current or former employees. No manager may submit a letter of reference for employment concerning an employee unless the letter is reviewed and authorized in writing by the Executive Director.

ASI/USU verifies only an employee's name, position title, and dates of employment. No other information will be disclosed unless authorized in writing by the employee, including wage information.

ASI/USU will cooperate with lawful requests for information from authorized law enforcement or local, state, or federal agencies conducting official investigations.

Corporate Documents

All external requests to review the ASI/USU by-laws, Articles of Incorporation, Audited Financial Statements, IRS Form 990, and other corporate documents must be forwarded to the Executive Director.

Media Relations

The Executive Director is the sole employee authorized to communicate with campus or public media on any ASI/USU-related matter and is responsible for all communications with campus or public media regarding any ASI/USU-related matter.

Off Duty Conduct

While ASI/USU does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with ASI/USU's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect ASI/USU's integrity, reputation or credibility. Illegal or compromising off-duty conduct by an employee that adversely affects ASI/USU's legitimate business interests or the employee's ability to perform their job will not be tolerated.

Eating In Service Areas

Eating is not permitted while serving a customer in the customer service areas of ASI/USU. Drinks are permitted as long as the drinks are secured against spills and office materials, furniture, and equipment are properly protected.

Employee Relations

ASI/USU recognizes that employees may develop romantic or sexual relationships in the course of their employment. However, in an effort to prevent supervisory problems, favoritism, the possibility of compromising confidential information and/or trade secrets, morale problems, disputes or misunderstandings, and potential sexual harassment claims, supervisors are strongly discouraged from dating or engaging in romantic or sexual relationships with subordinate employees.

However, in the event such a relationship is undertaken, the parties are required to disclose to the Human Resource Specialist that such a relationship exists. Based on the sole discretion of ASI/USU, both parties may be given the opportunity to sign an acknowledgment that the relationship is voluntary and consensual. In that case, both parties will also be required to disclose to the Human Resource Specialist when the relationship is no longer voluntary and consensual. In the event that such a relationship exists or existed, and such disclosures have not been made, the relationship will be presumed to have been voluntary and consensual. All employees acknowledge these requirements and the presumption by signing the Annual Acknowledgment and Receipt of this Manual. Co-workers are also discouraged from dating or pursuing romantic or sexual relationships with each other.

ASI/USU, in its sole discretion, will determine whether any romantic or sexual relationship between a manager and a subordinate, or between co-workers, interferes with job performance and/or the business interests of ASI/USU and will attempt to resolve the situation, including but not limited to, providing one of the employees with a transfer to another position for which they are qualified if it is possible and consistent with good business practices. However, ASI/USU may take whatever steps will protect its business interests, including but not limited to, terminating the employees involved.

F. WORK ENVIRONMENT

Identification Cards

All employees must complete an application for an ASI/USU Warrior Card on their first day of work. Employees must keep the card with them at all times during work hours.

Keys

Supervisor must initiate request for keys needed by employees to perform their jobs. The employee is responsible for all keys issued to him/her by public safety. Lost keys must be reported immediately to the immediate supervisor. Duplicates keys will be issued and/or locks changed as determined necessary, and a replacement fee may be charged. Recurring loss of keys by an employee may result in disciplinary action.

Upon termination of employment with the ASI/USU, all keys issued must be returned to public safety. Return of keys will be documented on the employee's final exit form, which must be completed prior to release of the final paycheck.

Full-time and temporary employees who fail to return keys or fail to pay for lost keys in accordance with this policy may be required to pay for the cost of the replacement keys.

Parking

Employees wishing to bring automobiles on campus must secure parking permits and are required to pay for on-campus parking. All parking and driving regulations must be followed while on campus. Parking citations for infractions will be issued by campus police.

Personal Possessions

ASI/USU does not assume any responsibility for employees' personal possession while on ASI/USU premises. Personal possessions are not covered by the ASI/USU's property insurance. Personal insurance for these items is the responsibility of the employee.

VII. DRESS CODE AND APPEARANCE POLICY

Employees are expected at all times to present a professional, business like image.

Full Time Staff who have regular contact with the public, students, faculty and other staff members must comply with the following personal appearance standards:

1) Employees are expected to dress in a manner that is normally acceptable in similar business establishments:
   a) Employees should not wear suggestive attire, jeans (with the exception of dark blue, dark black or white), athletic clothing, flip-flops, T-shirts, baseball hats, student club or student organization apparel, and similar items of casual attire that do not present a businesslike appearance.
   b) Hair should be clean, combed/arranged, and neat. Hair must be of a natural color.
   c) Sideburns, moustaches, and beards should be neatly trimmed.
   d) Tattoos and piercings (other than earrings) should not be visible.

2) Wednesday is considered a 'casual' day to coincide with Wednesday's in the quad. All staff are required to wear red on this day.

3) Throughout the year there may be exceptions to the FT Staff Dress Code and Appearance Policy.

To request a reasonable accommodation to the dress code requirements for religious practices or disabilities, contact the Human Resource Specialist.

VIII. EMPLOYEE COMPLAINT PROCEDURE:

This Complaint Procedure provides an avenue for the identification and resolution of complaints regarding wages, hours, or working conditions. The Complaint Procedure may be used when an employee believes that a violation, misapplication, or misinterpretation of the policies, regulations, or work rules of the ASI/USU has personally adversely affected them. The Complaint Procedure may not be used to dispute written policies, regulations, or work rules or the final decision resulting from this review process. The following matters are also not subject to review under these procedures:

- Employee Counseling Actions
- Promotions and/or Transfers
- Performance Evaluations
- Temporary Assignments
- Reductions in Force (layoffs)
- Complaints of discrimination and/or unlawful harassment (see the appropriate policies in this Manual for addressing such complaints)

A. COMPLAINT REVIEW PROCEDURE

The Supervisor must first attempt to resolve any employee problems or complaints within seven (7) calendar days of the incident that gave rise to the problem. The supervisor must take the matter under consideration and attempt to resolve or otherwise answer the complaint within seven (7) calendar days.

If the complaint is not resolved at the Supervisors first attempt, an employee may present their complaint to the Human Resource Specialist. The Human Resource Specialist will take the matter under consideration and attempt to resolve or otherwise answer the complaint within fourteen (14) calendar days.

B. EXCEPTIONS TO COMPLAINT REVIEW PROCEDURE

All employee complaints must be handled at the lowest level possible. However, the following exceptions are recognized as instances where an employee may file a complaint without first meeting with their immediate supervisor.

1. If the employee suspects or has proof that a federal or state law or a campus regulation is being violated or is about to be violated. [See Whistleblower Policy.]
2. If a safety hazard exists that threatens the health of an employee or customer.
3. If the grievance directly involves the immediate supervisor and the employee can reasonably demonstrate that the department head may not be able to deal objectively with the situation.

C. CONFIDENTIALITY OF PROCESS

ASI/USU regards all statements, documents, and other aspects of the complaint review proceeding to be confidential information. Unauthorized dissemination of information determined by ASI/USU to be confidential may constitute grounds for immediate dismissal.

D. EMPLOYEE COUNSELING PROCESS

In all cases of discipline, supervisors must document the discipline using the Employee Discipline Notice or Performance Improvement Plan (PIP) form. The Employee Discipline Notice or PIP form must inform the employee of the nature of the violation, the need for immediate improvement, the nature of the improvement needed, a deadline for improvement, the consequences of failing to improve, including a warning that further violations may result in immediate termination. The form must be reviewed with and approved by the Human Resource Specialist before conducting the counseling session and must be signed by the Human Resource Specialist , the employee's supervisor, and the employee, or a witness in those cases where the employee refuses to sign.

IX. EMPLOYMENT RELATIONSHIP

COMPLAINTS REGARDING UNLAWUFUL DISCRIMINATION

Employees must report every instance of unlawful discrimination to the Human Resource Specialist regardless of whether the employee or someone else is the subject of the alleged discrimination. Your report or complaint must include as much detail as possible including names of persons involved, a description of the incident, witnesses, etc. Any documents supporting the allegations must also be submitted. Based on your report, ASI/USU will conduct an immediate investigation. ASI/USU prohibits any and all retaliation against an employee for submitting a report or complaint of unlawful discrimination and for cooperating in any investigation. Any supervisor or employee who retaliates against the accuser or those involved in the investigation will be disciplined, up to and including discharge from employment,

If the investigation determines that prohibited discrimination or other conduct in violation of the Employer's policy has occurred, the ASI/USU will take disciplinary action, up to and including termination of employment, against those who engaged in the misconduct. ASI/USU will also evaluate whether other employment practices must be added or modified in order to deter and prevent that conduct in the future. The complainant will be informed of whatever action (s) ASI/USU takes to resolve and remedy the situation, subject to confidentiality considerations.

X. LEAVES OF ABSENCE

A. GENERAL PROVISIONS

It is the policy of ASI/USU to grant leaves of absences to all eligible employees on a non-discriminatory basis. All forms of leave are unpaid; however, you may supplement your time off through the use of accrued vacation or sick time. All full-time regular employees are eligible for a leave of absence once they have completed one year of continuous service at ASI/USU, except for leaves required for eligible employees before the completion of one year of employment. Subject to any applicable legal restrictions, request for leaves of absences will be considered on the basis of the employee's length of service, performance, responsibility level, the reason for the request, and ASI/USU's ability to obtain a satisfactory replacement during the time the employee would be away from work. In all forms of leave (with the exception of PDL), accrued vacation must be used. Sick leave accruals may be used if mutually agreed upon by the employee and their supervisor. Each specific policy that follows has guidelines outlining the type of accrued time that may be used.

As soon as an employee becomes aware that they may need a leave of absence, they must contact the Human Resource Specialist in writing. ASI/USU will consider the employee's request in accordance with applicable law and the Employer's leave policies. The employee will be notified whether the leave request is granted or denied. If the employee is granted leave, the employee must comply with the terms and conditions of the leave, including keeping in touch with the supervisor during the leave, and giving prompt notice if there is any change in the employee return date.

Family Medical Leave

Under the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), eligible employees are entitled to take medical leave and family care leave up to a combined total of 12 weeks in the 12 month period forward from the date the first family leave begins. Unpaid time off exceeding three (3) working days is considered a leave of absence.

Eligible Employees

To be eligible for FMLA Leave benefits, you must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested.

Reasons for Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons:

(1) The birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("Bonding Leave");

(2) To care for an immediate family member (spouse, domestic partner, child, or parent with a serious health condition ("Family Care Leave");

(3) An employee's inability to work because of a serious health condition ("Serious Health Condition Leave");

(4) A "qualifying exigency," as defined under the FMLA, arising from the fact that a spouse, child, or parent who is a covered military member on active duty (or has been notified of an impending call or order to active duty). ("Military Emergency Leave)

(5) To care for a spouse, child, parent or next of kin (nearest blood relative)—who is covered service member undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list—with a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or (b) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs) and who has a serious injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran ("Military Caregiver Leave").

Length of Leave

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. A 12-month period begins on the date of your first use of FMLA Leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of your first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

Under some circumstances, you may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. When an employee who has been approved for intermittent leave seeks leave time that is unforeseeable, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave at the time the employee calls off.

Notice Requirements

Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements

Employees are required to provide:

1. when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days normally this would be the same day the employee becomes aware of the need for leave or the next business day);

2. when the need for leave is not foreseeable, but is not an emergency, the employee must give notice within two working days of learning of the need for the leave;

3. when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);

4. periodic recertification (upon request); and

5. periodic reports during the leave.

Certification forms are available from Human Resources. Failure to provide a satisfactory medical certification may result in the denial of a leave request until the employee obtains the required medical certification.

At the Company's expense, the Company may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact Human Resources prior to scheduling planned medical treatment.

All documents pertaining to a leave of absence including but not limited to Certification of Health-Care Provider form, Doctor's notes, etc. will all be kept in a separate Employee Medical File and will not be part of the employee's personnel file. The files are maintained in the Human Resource Specialist's office. Supervisors will only be allowed to review the employee's personnel file and will not have access to the medical files.

Benefits during Leave

Group health insurance coverage will continue for eligible employees taking family care or medical leave under this policy under the same terms and conditions that applied before the leave commenced. To continue health insurance coverage, the employee must continue the make any premium contributions that they were required to make prior to the leave. Premium payments are due monthly and should be delivered to the Human Resources Office. If an employee fails to pay their portion within 30 days of the due date of a premium, their health insurance coverage will be cancelled. In such cases, employees will be notified at least 15 days before coverage terminates. Employees on leave without pay status will not be paid for holidays, nor will they accrue vacation or sick leave.

Coordination of Benefits

Family care and medical leave are unpaid. An employee who is granted a family or medical leave of absence ***must*** utilize any accrued vacation or holiday pay benefits during the period of leave. Sick leave accruals may be used if mutually agreed upon by the employee and their supervisor. All such payments will be coordinated with any state disability or other wage reimbursement benefits for which you may be eligible. Any portion of a leave that occurs after all vacation benefits have been exhausted (and sick leave accruals if it is decided they will be used) will be without pay. At no time must an employee receive a greater total payment than the employee's regular salary. Any paid or unpaid portions of t policy shall be added together and will not extend the 12-week total leave period limitation allowed under the family leave and medical leave policy.

Outside Employment

The employee must not accept other employment without prior written approval from ASI/USU or apply for unemployment insurance while on a leave of absence. Acceptance of other employment without the prior written approval of the supervisor/manager while on leave will be treated as a voluntary resignation from employment at the ASI/USU.

Reinstatement

Upon return from family care or medical leave, ASI/USU will restore the employee to their original job, or to an equivalent job (subject to certain limitations as allowed under law). If an employee is reinstated, upon return from a leave of absence, the employee will be credited with the full employment status that existed prior to the start of the leave. The employee will not receive credit for the time during the unpaid portion of any leave, except that the employee will retain the original date of hire.

ASI/USU may hold in abeyance or proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any employee's request for or receipt of a leave of absence or that has come to the Employer's attention during the leave.

If any action is held in abeyance during the leave of absence, ASI/USU reserves the right to proceed with the action upon the employee's return. Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and up to the Employer's expectations and to observe all ASI/USU policies, rules, and procedures.

Employees are required to give a one (1) week notice of their intent to return to work. In addition, if the leave of absence is due to the employees on serious illness, the employee must provide a fitness-for duty certification to return to work from their treating physician.

Pregnancy Disability Leave

ASI/USU will grant an unpaid pregnancy disability leave to employees disabled on account of their pregnancy, childbirth, or related medical conditions. Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and certified as such by an attending physician.

Leave Available

An employee disabled due to pregnancy, childbirth, or related medical conditions may take up to a maximum of four months leave. As an alternative, ASI/USU may transfer the employee to a less strenuous or hazardous position if the employee so requests, with the advice of their physician, if the transfer can be reasonably accommodated. Employees may take pregnancy disability leave on an as-needed basis and in small increments if recommended by a health care provider.

Notice and Certification Requirements

Employees requesting to take a pregnancy disability leave must provide ASI/USU with a certification from a health-care provider stating the date of disability; time needed off work, and an explanation of why the employee cannot perform the duties of their job.

Compensation During Leave

Pregnancy disability leaves are without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. All such payments will be coordinated with any state disability or other wage reimbursement benefits for which you may be eligible. At no time must an employee receive a greater total payment than the employee's regular salary.

Benefits During Leave

If ineligible under the federal and state family and medical leave laws, employees on pregnancy disability leave will receive continued paid health insurance coverage on the same basis as employees taking other leaves.

Employees on pregnancy disability leave who do not receive continued paid coverage may continue their group health insurance coverage through ASI/USU in conjunction with federal COBRA guidelines, if applicable, by making monthly payments to ASI/USU for the amount of the relevant premium. Employees must contact the Human Resource Specialist for further information.

Reinstatement

Upon the submission of a medical certification from a health care provider that an employee is able to return to work, the employee will, in most circumstances, (subject to certain limitations as allowed under law), be offered the same position held at the time of the leave or an equivalent position. However, an employee is not entitled to any greater right to reinstatement than if the employee had been employed continuously rather than on leave. For example, if the employee would have been laid off if she had not gone on leave, then the employee would not be entitled to reinstatement.

Lactation Accommodation

ASI/USU must provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's breastfeeding child. As far as possible, this break time must run concurrently with any paid break time already provided by law to the employee. Any break time given for this purpose that does not run concurrently with the break time provided by law must be unpaid and employees provided with such break time

must record it on their timesheets. ASI/USU is not required to provide such break time if it would seriously disrupt operations or present an undue hardship.

ASI/USU must make every reasonable effort to provide employees with the use of a room or other location (other than a toilet stall) close to the employee's work area for employees to express milk in private. The location must be shielded from view and free from intrusion by co-workers and the public. The room or location may include the place where the employee normally works if it otherwise meets the requirements of this policy.

Parent Act Leave

Eligible Employees

To be eligible for New Parent Act Leave benefits, you must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 20 employees are employed by the Company within 75 miles, as of the date the leave is requested. All Parent Act Leaves will be coordinated with FMLA Leaves.

Reasons for Leave

(1) The birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("Bonding Leave");

Compensation During Leave

New Parent leave is without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. All such payments will be coordinated with any state disability or other wage reimbursement benefits for which you may be eligible. At no time must an employee receive a greater total payment than the employee's regular salary.

Benefits During Leave

Group health insurance coverage will continue for eligible employees taking family care or medical leave under this policy under the same terms and conditions that applied before the leave commenced. To continue health insurance coverage, the employee must continue the make any premium contributions that they were required to make prior to the leave. Premium payments are due monthly and should be delivered to the Human Resources Office. If an employee fails to pay their portion within 30 days of the due date of a premium, their health insurance coverage will be cancelled. In such cases, employees will be notified at least 15 days before coverage terminates. Employees on leave without pay status will not be paid for holidays, nor will they accrue vacation or sick leave.

Workers' Compensation Disability Leave

ASI/USU will grant a workers' compensation disability leave to employees with occupational illnesses or injuries in accordance with state law. As an alternative, ASI/USU reasonably accommodates such employees with modified work.

Notice and Certification Requirements

Employees must report all accidents, injuries and illnesses—no matter how small—to their immediate supervisor within 24 hours. In addition, employees must provide ASI/USU with a certification from a health-care provider.

Compensation During Leave

Workers' compensation disability leaves are without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. All such payments will be coordinated with any state disability, workers' compensation or other wage reimbursement benefits for which you may be eligible. At no time must an employee receive a greater total payment than the employee's regular salary.

Benefits During Leave

Employees on workers' compensation disability leave will receive continued coverage on the same basis as employees taking other leaves. Employees on workers' compensation disability who do not receive continued paid coverage, may continue their group health insurance coverage through ASI/USU in conjunction with federal COBRA guidelines, if applicable, by making monthly payments to ASI/USU for the amount of the relevant premium. Employees must contact the Human Resource Specialist for further information.

Reinstatement

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a workers' compensation leave, the employee 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 ASI/USU's ability to operate safely and efficiently during the leave, and there are no equivalent positions available, then the employee would not be entitled to reinstatement.

Military Leave (Active and Reserve Service)

ASI/USU provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws.

Time Off For Organ and Bone Marrow Donation

Employees who have exhausted all available sick leave time are permitted a leave of absence without pay, not exceeding 30 business days in a one-year period from the date the leave began, for the purpose of organ donation, and not exceeding 5 business days in any one-year period from the date the leave began, for bone marrow donation. Leave for these purposes may be taken in one or more periods. ASI/USU may require as a condition of the initial receipt of this leave that an employee use up to 5 days of accrued unused vacation and or sick leave for bone marrow donation and up to 2 weeks of accrued unused vacation and or sick leave for organ donation.

Executive personnel who have exhausted all available sick leave time are permitted a leave of absence with pay up to 30 days for organ donation and up to 5 days paid leave for bone marrow donation.

This leave does not run concurrently with FMLA/CFRA leave.

Any period of time during which an employee is required to be absent from their position for this leave shall *not* be a break in continuous service for the purpose of their right to salary adjustment, sick leave, vacation, annual leave, or seniority. ASI/USU shall continue, maintain, and pay for coverage under its group health care plan (as defined in Internal Revenue Code, Section 5000(b)) for the full duration of the leave.

At the end of such leave, employees will be reinstated to their former position or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. ASI/USU may decline to reinstate an employee because of conditions unrelated to the exercise of rights provided by this policy.

ASI/USU will not interfere with, restrain, discipline, discriminate against, or retaliate against an employee taking a leave for these purposes or an employee opposing an unlawful employment practice related to organ or bone marrow donation leave.

B. HOLIDAYS

All Full Time, Executive Personnel, Confidential and Interim employees of ASI/USU must be entitled to the following paid holidays.

Holidays	**Date Observed**
Personal Holiday	Floating (January - December)
New Year's Day	January 01
Martin Luther King Jr. Day	January (3rd Monday)
*Lincoln's Birthday	Observed Winter Break
*Washington's Birthday	Observed Winter Break
Cesar Chavez Day	March 31
Memorial Day	May (Last Monday)
Independence Day	July 4
Labor Day	September (1st Monday)
*Admissions Day	November /Observed Day after Thanksgiving
*Columbus Day	Observed Winter Break
Veterans Days	November 11
Thanksgiving Day	November (4th Thursday)
Christmas Eve	December 24
Christmas Day	December 25
Mandatory Vacation Day (Winter Break)	December/January

*Holiday Earned – Campus is open. Employees who work on these days earn 8 hours of time to be used during Winter break.

Holidays that fall on Saturday are observed on Friday. Holidays that fall on Sunday are observed the following Monday. See above holiday chart.

“Full-time, Confidential, and Executive Personnel” employees are entitled to one “personal holiday” per calendar year, which accrues on the first of January. e.g., a full time employee earns a maximum of 8 hours, or one personal holiday for the year. Employees are encouraged to use the personal holiday during the calendar year. Employees

who do not take their personal holiday can carry a credit balance of no more than two (2) days or (16 hours). Any employee who reaches the maximum of their accrual will cease to accrue additional personal holiday hours until they take a personal holiday and their accrual is reduced. The personal holiday must be taken on one day; it cannot be used over a period of more than one day. Otherwise, the personal holiday may be used at the employee's option with their supervisor's approval. Terminating employees will be paid at their current salary rate for any unused personal holidays.

C. HOLIDAY PAY

Full-time, non-exempt employees who work on ASI/USU recognized holidays receive eight hours of holiday pay in addition to one and a half times their regular pay for actual hours worked on the holiday. This does not include holidays worked in lieu of taking those days during at a later date.

All temporary non-exempt employees who work on ASI/USU recognized holidays will be paid at their regular rate of pay for the first eight hours and overtime for hours in excess of eight.

D. VACATION LEAVE

The ASI/USU vacation plan is designed to provide eligible full-time employees a period of rest and relaxation away from work without loss of pay or benefits. Temporary employees are not eligible to accrue and use vacation credits. **All eligible employees are strongly encouraged to take annual vacations.**

Full time employees accrue vacation credits in accordance with the schedule listed below.

Month of Service	**Days Per Year**	**Hours Per Month**
1-36	10	6.67
37-72	15	10
73-120	17	11.33
121-180	19	12.67
181-240	21	14
241-300	23	15.33
300+	24	16

Executive Personnel and Confidential employees accrue vacation credits in accordance with the schedule listed below.

Month of Service	Days Per Year	Hours Per Month
1-300+	24	16

Accumulation and Use of Vacation Leave

Vacation may not be taken until completion of one month of service, unless prior arrangements have been made as part of an employment offer.

At no time can vacation be used before the date it is earned. Exempt employees generally must take vacation time in full day increments. Exempt employees who work less than a full day will be charged the remaining hours from their vacation or personal holiday accrual balances. Exempt employees who works at least 6 hours in a day will not be deducted the remaining amount. If an exempt employee does not have the accrual amount available, their salary may not be deducted for missed time. An employee must have the prior approval of their supervisor before vacation can be taken. A request for vacation must be submitted in Timeforce, and approved by the employee's supervisor, prior to the vacation leave commencing. Such determinations of approval shall be made based upon the organizational needs, staffing requirements, and back-up coverage needs.

If a non-exempt employee does not have enough vacation accrued to take the complete vacation time requested with pay, the supervisor has the authority to allow the employee to take the remaining time off without pay.

At no time may an employee use accrued vacation hours in lieu of sick leave hours, except when an employee is on an approved leave status. Employees are required to exhaust their sick leave prior to requesting use of accrued vacation hours for sick leave. Requests for using vacation leave in lieu of sick leave must be approved by the employee's supervisor in writing and are subject to the written approval of the Executive Director.

If employment is terminated, the employee must be paid for unused accumulated vacation leave.

The general accrual for Vacation Credit for "full-time" employees includes the following:

- A "regular" employee who is laid off from pay status during part of a month must accrue proportionate vacation credit for that month.
- Vacation credit must be accrued during any leave with pay.
- Vacation credit is not earned for time worked in excess of 40 hours per week.

Vacation Credit Balance

Full time employees with ten or fewer years of service may carry a vacation credit balance of not more than thirty-four (34) days (272 hours). Full time Employees with ten or more years may carry a vacation credit balance of not more than forty-eight (48) days (384 hours). Executive Personnel with ten or fewer years of service may carry a

vacation credit balance of not more than forty-eight (48) days (384 hours). Executive Personnel with greater than 10 years of service may carry a vacation credit balance of not more than fifty-five (55) days (440 hours). Confidential employees may carry a vacation credit balance of not more than forty-eight (48) days (384 hours) regardless of years of service.

If, based on exigent circumstances, the employee is unable to take vacation due to the organization's needs; the cap will be extended until such time as the employee is able to take accrued vacation.

Any employee who reaches the maximum of their accrual will cease to accrue additional vacation hours until they take vacation and their accrual is reduced.

E. SICK LEAVE

ASI/USU provides paid sick leave to all eligible full-time, Confidential and Executive Personnel employees for periods of temporary absence due to illness or injury. Sick leave may be taken for an employee's own illness or injury, or that of the employee's parent, grandparent, sibling, child, grandchild, current spouse or registered domestic partner or child thereof. Sick leave taken to care for a parent, grandparent, sibling, child, grandchild, current spouse or registered domestic partner is limited to one-half of annual sick leave accrual. Paid sick leave may also be used for doctor appointments, preventative care, and victims of domestic violence, sexual assault, or stalking to obtain relief, including medical attention and psychological counseling.

Sick leave is accrued at the rate of one (1) day per month and may be utilized after one (1) month of employment. For purposes of accruing, one (1) month must be defined as having been on paid status for a minimum of eleven (11) full days within the month. An employee who works less than eleven (11) days per month earns no sick leave credit for that month. Sick leave cannot be used before the date it is earned or used in units of less than one half hour. Upon separation of employment, employees will not be paid for unused sick leave. There is not a maximum on the amount of sick leave credit an employee can accumulate.

Certification by your health care provider is required for absences of three or more consecutive workdays or for intermittent absences due to the same reason. A health care provider's certification is also required prior to reinstatement after one of those absences. A health care provider's certification may also be required in other circumstances.

Exempt employees must use sick leave for otherwise unexcused absences from work due to illness. Exempt employees who work less than a full day will be charged the remaining hours from their sick accrual balances. Exempt employees who works at least 6 hours in a day will not be deducted the remaining amount. If an exempt employee does not have the accrual amount available, their salary may not be deducted for missed time.

Non-exempt employees must use sick leave for otherwise unexcused time away from work due to illness that occurs during their regularly scheduled hours. Sick leave may not be used during holidays, vacation, or hours of work outside an employee's regular schedule. Your sick leave benefits will be fully integrated with other benefits available to you so that at no time will you be paid more than your regular compensation.

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

Employees will not accrue sick leave during unpaid leaves of absence.

** Note – If an employee separates employment and returns to the same organization within one calendar year, the sick leave accrual balance is reinstated.

F. OTHER TIME OFF

Funeral or Time Off

In the event of a death in the immediate family, support staff, Confidential Employees, and Executive Personnel (MPP), shall be allowed up to five (5) consecutive paid scheduled working days off immediately following the death to arrange to and/or attend the funeral. Additional days beyond five may be used from accrued sick or vacation time upon recommendation from the employee's supervisor and approval by the appropriate Director. Temporary employees are eligible for unpaid bereavement leave of up to five (5) days (or longer as necessary) with the prior written approval or their supervisor. An immediate family member is classified as the employee's current spouse, parent, child, sister, brother, legal guardian, registered domestic partner or child thereof, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, or son-in-law.

Jury Duty Time Off

The ASI/USU encourages employees to fulfill their civic responsibilities by serving jury duty when required. Full-time employees may be paid for up to twenty (20) days of jury duty leave in any 24-month period. Jury duty includes the preliminary jury selection process, appearance in court as a member of a jury panel, or appearance at a coroner's inquest. A copy of the jury summons must be submitted to the ASI/USU to substantiate the leave.

Executive Personnel will be paid their regular salary regardless of the length of the jury service.

Upon receipt of a jury duty summons, employees must provide a copy of it to their supervisor and ASI/USU Human Resource Specialist. An employee who is called for jury duty, but is dismissed from serving after reporting to the court is expected to report to work for the remainder of the workday. An employee who is scheduled to work an evening shift will have their work schedule adjusted on a case by case basis so that a day of jury duty service and the work scheduled equal not more than one regular work day. Either ASI/USU or the employee may request an excuse from jury duty if, in the judgment of the Executive Director, the employee's absence would create serious operational difficulties.

If an employee is required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example: vacation, personal holidays) or may request an informal unpaid leave of absence. ASI/USU will continue to provide insurance benefits until the end of the month in which the unpaid jury duty leave begins. At that time, employees must pay the full cost of their insurance benefits (medical, dental, vision, and life). ASI/USU will resume payment of benefit cost when the employee returns to active employment. Accrual for benefits calculations, such as vacation, sick leave, and holiday benefits, will be suspended during unpaid jury duty leave and will resume upon return of the employee to active employment.

Employees must advise their supervisor immediately when called for jury duty or to appear in court. Employees must stay in daily contact with their supervisor to inform them of the status of their assigned case. If a non-exempt employees is released from jury duty with less than 90 minutes remaining in the workday, the employee is not required to return to work, and the employee will receive pay for the number of hours scheduled. A check received by the employee from the court as reimbursement for travel may be retained by the employee.

Witness Duty

An employee who is required by law to appear in Court as a witness may take unpaid time off for such purpose provided they present ASI/USU with reasonable advance notice. At the employee's request, any accrued vacation or personal holiday time may be used in lieu of unpaid leave. (See also Sexual Assault and Domestic Violence leave policy.)

Election Time Off

If the employee cannot vote in an official state-sanctioned election before or after working hours, then the employee will be allowed, without loss of pay, to take off up to two (2) hours of working time to vote. Such time must be at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed with the supervisor. Any additional time off will be without pay. The employee must give reasonable notice to the supervisor of the need to have time off to vote and must give at least two days' notice if such notice is possible.

Sexual Assault and Domestic Violence Leave

ASI/USU will not discriminate against employees who are victims of crime if they take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. ASI/USU will not discriminate against employees who are victims of domestic violence or sexual assault for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, medical treatment, psychological counseling, assistance from a shelter or similar organization, or other injunctive relief to help ensure the health, safety, or welfare of a domestic violence or sexual assault victim or their child.

Employees who take time off under this policy must provide ASI/USU with advance notice of the need to take time off, including the date and length of time off that is required. Advance notice may not be required but only if it is not feasible. Employees who are able to provide advance notice should consult with their supervisor and schedule their time off to minimize the effect of their absence on ASI/USU business. ASI/USU will maintain the confidentiality of any employee requesting time off under this policy. In addition to advance notice, ASI/USU also requires certification of the time off due to domestic violence. Certification may be in the form of a police report, court order, or official documentation from a medical professional, counselor, or social services advocate. Failure to provide the required certification may result in the denial of requested time off. The length of unpaid leave an employee may take under this policy is limited to 12 weeks. Employees may use their accrued vacation or sick pay when taking time off under this policy. Any leave will run concurrent with FMLA if applicable.

ASI/USU will not discriminate or retaliate against an employee who is a victim of domestic violence for taking time off from work, which will be unpaid, to seek medical attention for injuries caused by the domestic violence or sexual assault, to obtain services from a domestic violence program or a shelter, program, or rape crisis center, to obtain psychological counseling related to the domestic violence or sexual assault, or to participate in actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

Crime Victim Leave

An employee who is a victim or who is a family member of a victim of a violent felony or serious felony may take unpaid time off from work. An immediate family member under this policy includes: spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

The absence from work must be in order to attend judicial proceedings related to the crime listed above. Before you are absent for such a reason, you must provide documentation of the scheduled proceeding. Such a notice is typically given to the victim of the crime by the court or government agency setting the hearing, a district attorney or prosecuting attorney's office or victim/witness office. 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 will be unpaid, unless you choose to take any accrued vacation or personal holiday.

School Leave (Suspension)

If it is necessary for an employee who is the parent or guardian of a child to attend the child's school to discuss possible suspension, the employee must alert their supervisor as soon as possible so that alternative arrangements may be made. No discriminatory action will be taken against the employee for taking time off for this purpose. Such time off is unpaid.

Volunteer Firefighters, Emergency Rescue Personnel, and Reserve Peace Officers

No employee must receive discipline for taking time off to perform emergency duty as a volunteer firefighter, or other legally eligible emergency rescue personnel or reserve peace officers. Please alert your supervisor so that they may be aware of the fact that you may have to take time off for emergency duty. In the event that you need to take time off for emergency duty, please inform your supervisor before doing so where possible. Time off for such duty is unpaid.

Spousal/Domestic Partner Military Leave

Qualified employees, who are spouses or registered domestic partners of a qualified member of the Armed Forces, National Guard, or Reserves ("member"), may take an unpaid leave of up to 10 days during a qualified leave period of the member.

To be eligible for this leave, the employee must 1) be the spouse or registered domestic partner of the member; 2) work for an average of 20 or more hours per week; 3) provide the Company with notice within 2 business days of receiving official notice that the member will be on leave from deployment that the employee intends to take leave under this policy; and 4) submit written documentation certifying that the member will be on leave from deployment during the period the leave is requested. This policy does not apply to independent contractors.

This policy does not affect an employee's rights with respect to any other employee benefit provided by law and does not affect, or prevent the Company from allowing an employee to take, a leave that the employee is otherwise entitled to take. The Company will not retaliate against any employee for requesting or taking leave under this policy.

For purposes of this policy, the following definitions apply:

"Qualified member" means a person who is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or zone by the President; or a member of the National Guard or the Reserves who has been deployed during a period of military conflict regardless of area.

"Period of military conflict" means either 1) a period of war declared by the United States Congress; 2) a period of deployment for which a member of a reserve component is ordered to active duty pursuant to either U. S. Code Title 10, Sections 12301 and 12302 or Title 32.

"Qualified leave period" means the period during which the qualified member is on leave from deployment during a period of military conflict."

Time Off For Parents' School Activities

If you are a parent, guardian or grandparent with custody of a child in kindergarten or grades 1-12, inclusive, or a licensed daycare facility, and wish to take unpaid time off to visit the school of your child for a school activity, you may take off up to eight hours each calendar month (up to a maximum of 40 hours each school year), per child, provided you give reasonable notice to the Company of your planned absence. Employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off. The Company requires documentation from the school noting the date and time of your visit after it is completed.

If both parents of a child work for the Company, only one parent—the first to provide notice—may take the time off, unless the Company approves both parents taking time off simultaneously.

Time Off For Adult Literacy Programs

The Company will make reasonable accommodations for any employee who reveals a literacy problem and requests that the Company assist them in enrolling in an adult literacy program, unless undue hardship to the Company would result.

The Company will also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs.

The Company will take reasonable steps to safeguard the privacy of any employee who identifies themselves as an individual with a literacy problem. An employee who wishes to identify themselves as such an individual can contact management directly. Further, individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While the Company generally encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Non-exempt employees may use vacation pay to make up for absences from work to attend literacy classes. Time off to attend classes is unpaid.

Time Off For Alcohol and Drug Rehabilitation

The Company shall provide unpaid time off to reasonably accommodate any 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 of the Company. Nothing in the policy prohibits the Company from refusing to hire or terminating an employee who is unable to perform their duties, or cannot perform the duties in a manner which

would not endanger their health or safety or the health or safety of others because of the employee's current use of alcohol or drugs.

The Company shall make reasonable efforts to safeguard the privacy of employees exercising their rights under this policy.

Employees may use sick leave for the purposes of this policy.

Time off for CWCAP Emergency Response

The Company will provide not less than 10 days per year of unpaid leave to employees (1) who have been employed by the Company for at least 90 days immediately preceding the commencement of leave who are volunteer members of the California Wing of the Civil Air Patrol (CWCAP) and (2) who have been duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the CWCAP to respond to an emergency operational mission of the CWCAP.

Disaster Leave

Leave during Emergency Closure—Approved leave with pay will be granted to all employees who are scheduled to work but are denied access to the campus during periods of emergency closure. Employees on scheduled vacation or sick leave on any day of emergency closure must be charged for the vacation or sick leave as appropriate.

Employees who are absent on any day of closure because they are on unpaid status (i.e., disciplinary suspension, leave without pay) will not be granted disaster leave.

Essential, non-exempt personnel required to work their regular work schedule during periods of campus closure will receive their regular pay rate for hours worked and will receive overtime compensation according to current state law.

Leave if Campus is Open—An employee who cannot report to work following an emergency because of any threat to human life and/or property (i.e., picking up a minor child following a school closure, damage to home) must be granted a reasonable period of paid disaster leave. Approved leave with pay will be granted to all eligible employees.

Employees who elect not to work following an emergency for reasons related to health or safety concerns or personal necessity not involving an immediate threat to human life and/or property may use accrued vacation or sick leave as appropriate.

Family Temporary Disability Insurance (FTDI or Paid Family Leave)

FTDI (Paid Family Leave) gives workers at companies of any size partial reimbursement of their pay for up to six weeks during any 12-month period. The law does not create a new right to a leave of absence, but rather provides pay for the time an employee is off work for a covered reason such as to bond with a new child (by birth, adoption or foster care) or for a seriously ill parent, child, spouse, registered domestic partner or child of a registered domestic partner. There is no guarantee of reinstatement after taking Paid Family Leave. For more information, contact the Human Resource Specialist for a brochure or visit www.edd.ca.gov.

G. ABSENCE WITHOUT LEAVE

An employee who is absent without written authorization and does not notify their supervisor or the Human Resource Specialist for three consecutive working days will be classified as job abandonment is considered to have resigned. The date of termination is the last working day or the last day of an approved absence.

H. PERSONAL LEAVE OF ABSENCE WITHOUT PAY

Supervisors may approve personal leaves of absence without pay for up to a maximum of fifteen (15) days for full-time regular employees, subject to the written approval of the Executive Director. Request for such leaves are usually approved when an emergency situation precludes an employee's work attendance and no vacation time is available, or when an employee is ill and no sick leave is available. Supervisors are responsible for completing and submitting a ~~Personnel Action Form~~ to the Executive Director immediately upon granting a personal leave of absence.

I. LEAVE DONATION

The ASI/USU allows full-time employees to donate up to 16 hours per fiscal year of their vacation and/or sick leave credits to other employees who:

- Have experienced an illness or injury which totally incapacitates them from work for a minimum of forty-five (45) calendar days/ and
- Have exhausted their accrued leave credits (sick leave, vacation, personal holiday).

Leave credits may be donated in no less than one-hour increments. To qualify for the receipt of donated leave credits, an employee must provide a physician's statement specifying the duration of the illness or injury, documenting that the employee is totally incapacitated from work. The employee requesting donated leave credits must also provide a written authorization and consent allowing the disclosure of their incapacitation in order to solicit donated credits.

The illness or injury must be one that has totally incapacitated the employee from work. Conditions that are short-term in nature (e.g., flu, measles, common illnesses and injuries, etc.) are not included. Chronic illnesses or injuries that result in intermittent absences from work may be included (e.g., cancer, AIDS, major surgery). Generally speaking, such chronic illnesses or injuries must be considered both long term in nature and require long term recuperation periods.

The leave donation provisions may also apply in those instances when an employee is required to take extended periods of time off in order to care for an incapacitated close relative or person residing in the immediate household of the employee, including registered domestic partners, but excluding domestic help or roommates. In such cases, the employee must exhaust all accrued vacation and sick leave in order to qualify for donated leave. Only donated vacation credits may be used for such family care leave.

The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular rate of compensation, less any disability payments received by the employee. The total donated leave credits may normally not exceed three calendar months calculated from the first day of catastrophic leave. In exceptional cases, an additional three-month period may be approved.

If eligible for any other kind of disability benefit (such as non-industrial disability insurance, industrial disability leave or temporary disability benefits), the employee requesting donated leave may not waive such benefits if eligible for them. Donated benefits are intended only to supplement disability benefits for which employees are eligible.

J. VOLUNTARY REDUCTION IN HOURS

Individual employees may be permitted, with the consent of their supervisor and the approval of the Executive Director to work reduced work schedules.

Such determinations shall be made based upon the organizational needs, staffing requirements, and back-up coverage needs.

Certain positions may not be eligible for a reduced work hour schedule due to operational needs. Every employee working a reduced work hour schedule shall do so in accordance with a written agreement approved by the employee and their supervisor with the following conditions:

- The employee shall have the right to return to the standard work schedule at any time, and the organization may require the employee to return to the standard work schedule based on organizational needs.
- Except for documented emergency situations, two weeks-notice is required for a change.
- Typical schedules (for those who work 40 hours per week) would be a reduction in work hours of 4 hours per week with equivalent pay reductions of 10 percent.
- Holiday's that fall on your reduced work day can be taken on a different day.
- Vacation accrual will remain at current accrual levels for any adjusted scheduled of 8 hours in a two week period or less. The 8 hours can be taken all in one week or broken up between the two week periods. A prorated accrual schedule will be used for reduction in hours of greater than 8 hours in a two week period.
- Employees should be counseled about the potential impact of this schedule upon their pension, FICA (social security), and Unemployment Insurance benefits before adopting such a schedule.

XI. SEPARATION

Upon separation from employment, employees must return all property owned by ASI/USU (e.g., vehicles, computers, keys, uniforms, identification badges, credit cards) prior to their departure.

A. VOLUNTARY SEPARATION

Resignation, with or without notice is voluntary separation. Two (2) weeks' written notice of resignation indicating the effective date is requested whenever possible for all employees. Thirty (30) days written notice of resignation indicating the effective date is requested whenever possible for program directors and managers.

B. REDUCTIONS IN FORCE

When ASI/USU determines that a reduction in force is necessary, the decision about which positions will be retained will be determined by ASI/USU management in its sole discretion.

C. EXIT INTERVIEWS

Employees may be asked to participate in a voluntary exit interview. This will provide closure to employment with ASI/USU and will allow ASI/USU to ensure that it has resolved various administrative matters, answered any questions about continuation of benefits, and listened to any of the employee's comments or ideas about improving ASI/USU's operations.

XII. EMPLOYMENT COMPENSATION

ASI/USU provides salaries, working conditions and benefits for its full time employees, Confidential and Executive Personnel that are comparable to those provided CSU employees performing substantially similar services. For those full-time employees who perform services that are not substantially similar to those performed by CSU employees, salaries are based on salaries prevailing at institutions similar to ASI/USU, but only to the extent compatible with ASI/USU's financial circumstances.

A. SALARY RANGES

The determination of an appropriate salary range is contingent upon the determination of a position's classification. For positions that cannot be classified according to CSU standards, salary ranges are based on periodic surveys of salaries paid for similar positions in institutions similar to ASI/USU.

Salary ranges for full-time, Confidential, Executive Personnel and interim positions consist of a minimum and a maximum rate.

Revisions to the CSU Salary Schedule are monitored by the Human Resource Specialist and reported to the Human Resources Committee. Generally, such revisions have no impact on individual salaries, unless one of the following occurs:

1) The revision results in a new minimum rate that is higher than the rate currently paid to an ASI/USU employee in the same classification. In this case, the employee's salary may be increased to the new minimum rate based upon available funding.
2) The revision results in a new maximum rate that is lower than the rate currently paid to an ASI/USU employee in the same classification. In this case, the employee's salary may be "red-circled."

In both cases, the position in question will be audited to ensure that is it appropriately classified before any action is taken. If the position is correctly classified, the corresponding salary action referenced above will be submitted to the Human Resources Committee for approval. If it is determined that the position is not correctly classified, the position description will be referred to the Human Resources Committee to determine if a new classification and salary range is warranted.

B. INITIAL COMPENSATION

The salary initially offered to a candidate is based on the candidate's skills and abilities in relation to a number of factors including the position/classification requirements, internal and external considerations, as well as budgetary considerations and availability of funds. Qualified employees must be paid at least the minimum of the range. ASI/USU determines salaries in its sole discretion and will usually consider the following factors in determining an appropriate starting salary.

- The salary range or hiring range established for the position.
- An assessment of the candidate's knowledge, skills and abilities against the overall requirements for the position and classification and/or skill level.
- An internal assessment of salaries of existing employees in comparable positions.
- An analysis of applicable market data, if appropriate.

A candidate may be offered a salary within the first quartile of the salary range with written approval of the Executive Director.

C. OVERTIME COMPENSATION

Overtime Pay

Generally, non-exempt employees must receive overtime pay (which is considered time and ½ of the regular rate of pay) after eight (8) hours in any workday and after forty (40) hours worked in a workweek. In addition, overtime is paid on the 7th work day for the first 8 hours worked. Double-time will be paid for hours worked in excess of 12 hours in one day and in excess of 8 hours worked on the seventh day in a single work week.

For the purpose of calculating overtime, the work week is defined as beginning at 12:01 a.m. on Monday and ending at midnight on Sunday.

All overtime must be authorized ~~in advance~~ in writing by an employee's supervisor. Working overtime without prior authorization may result in disciplinary action. Overtime must be recorded on timecards and submitted to payroll. Compensatory time is not permitted in lieu of overtime.

Exempt employees do not receive overtime pay.

D. MAKE-UP TIME

ASI/USU allows the use of make-up time when non-exempt employees need time off to tend to personal obligations. Make-up 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.

Make-up time requests must be submitted in writing to your supervisor, with your signature, on the form provided by ASI/USU. Requests will be considered for approval based on the legitimate business needs of ASI/USU at the time the request is submitted. A separate written request is required for each occasion that you request make-up time.

If you request time off which you will make up later in the week, you must submit your request at least 24 hours in advance of the desired time off. If you request to work make-up time first in order to take time off later in the week, you must submit your request at least 24 hours before working the make-up time. Your make-up time request must be approved in writing before you take the requested time off or work make-up time, whichever is first.

All make-up time must be worked in the same workweek as the time taken off. ASI/USU's seven-day workweek is Monday – 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 would be lost due to a personal obligation.

If you take time off and are unable to work the scheduled make-up 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 make-up 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 make-up time is completely voluntary and subject to ASI/USU's approval in its sole discretion. ASI/USU does not encourage, discourage or solicit the use of make-up time.

E. COST OF LIVING ADJUSTMENTS

A cost of living adjustment is a discretionary periodic increase made to all current salaries in an effort to offset the effects of external economic factors such as inflation. The payment and amount of cost of living adjustments, if any, is determined annually by the ASI/USU Boards of Directors, and, if paid, will generally conform to the percentage authorized by the University for its employees, subject to the financial condition of ASI/USU.

F. MERIT SALARY ADJUSTMENTS

Merit salary adjustments are granted for meritorious job performance. They are not awarded for length of service, nor as a means for keeping pace with external economic factors. Merit salary adjustments are only warranted in situations where an employee's overall job performance exceeds performance standards of the position that are merely satisfactory.

The total amount of any merit increases in a given fiscal year is limited by the funding levels authorized by the ASI/USU during the budget approval process. Merit salary adjustments are given in the sole discretion of ASI/USU and are not guaranteed.

Merit salary adjustments, if any, are only granted upon completion of the annual performance evaluation process. The Executive Director, in consultation with the Human Resource Specialist and Human Resources Committee, determines the percentage of merit increase an employee may receive based upon the completed performance evaluation.

G. BONUS PLAN

A bonus is a lump sum payment that is not a permanent increase to the base salary of the individual and may be granted at the discretion of the ASI and USU Board of Directors. The Executive Director, in consultation with the Human Resource Specialist and Human Resources Committee, would make the recommendation of the percentage of bonus or specific dollar amount an employee would receive. A bonus would only be granted during years where no COLA or Merit increases are given for budget purposes and are utilized to recognize exceptional performance and would be a one-time payout. A bonus may be awarded at any time and may be used for a variety of salary adjustments including, but not limited to the following:

- Performance recognition of an employee shall be in the form of a bonus, in the case where the employee is in top of their classification salary range.
- A recruitment bonus may be offered to a candidate as an inducement to commit to employment with the ASI/USU. If the candidate does not complete the 90 day introductory, the bonus must be returned to the ASI/USU.
- An individual or group performance bonus may be awarded for exceptional performance and/or in recognition of additional workload or special projects assigned. A bonus would only be granted for this situation during years where no COLA or Merit increases are given for budget purposes and are utilized to recognize exceptional performance only.

H. PAYROLL DEDUCTIONS

Automatic payroll deductions are made for such required payments as federal and state income taxes, State Disability Insurance (SDI) and Social Security (FICA). If an employee is appointed to a position that is equivalent to not less than one-half time employment, a Public Employees' Retirement System (PERS) contribution is also deducted. Employees may authorize voluntary deductions for health insurance plans, authorized credit union shares, and annuities.

I. WAGE GARNISHMENTS

ASI/USU is required by law to make deductions from wages pursuant to a lawful wage garnishment. Garnishments cause considerable paperwork and expense for ASI/USU. Therefore, employees are strongly encouraged to resolve financial problems before the imposition of a wage garnishment.

J. PAYMENT OF WAGES

Full-time Employees

Paydays are every other Friday for the work performed during the previous pay period ending on the Sunday before the payday. If a regular payday falls on a bank holiday, employees will be paid on the proceeding workday. If a regular payday falls upon a day observed by ASI/USU as a holiday and banks remain open, employees will be paid on the scheduled pay day. Paychecks are available for pick-up on the second floor of the University Student Union. If you have direct deposit, your pay stub will be emailed directly to you.

XIII. BENEFITS

A. STATUTORY BENEFITS

STATE DISABILITY INSURANCE (SDI)

Each employee is covered by SDI, which provides payments to a person unable to continue working because of an off-the-job injury, illness not covered by Worker's Compensation, or maternity leave. Eligibility for benefits is determined by the California Employment Development Department.

WORKER'S COMPENSATION INSURANCE

All employees are covered by Workers' Compensation for injuries that occur on the job and job related illnesses. Worker's Compensation Insurance includes complete medical care and temporary disability payments. Employees are allowed to supplement their temporary disability payments by use of accrued sick leave or vacation credits, but only up to the amount of their normal salary. As an alternative, ASI/USU may offer modified work.

UNEMPLOYMENT INSURANCE

Unemployment insurance provides payments to individuals previously employed who become unemployed and are physically able to work and available to actively seek and accept employment as directed. Eligibility for benefits is determined by the California Employment Development Department. The cost of Unemployment Insurance is paid entirely by ASI/USU.

SOCIAL SECURITY/MEDICARE

All employees are subject to withholding for Federal Insurance Contribution Act (FICA) taxes for Social Security, which is a program including retirement, survivors, disability and Medicare benefits. Eligibility for benefits is

determined by the U.S. Social Security Administration. The employee and the ASI/USU each pay an equal amount based on a percentage of the employee's gross wages up to a maximum amount.

B. DISCRETIONARY BENEFITS

Unlike benefits mandated by law, discretionary benefits are those provided at the discretion of ASI/USU. Only "regular" employees are eligible for health, retirement, holiday, sick leave, and certain other benefits. Regular employees are defined as those who work 40 or more hours per week for six or more continuous months. Temporary and student employees are not eligible.

Currently, discretionary benefits include health, dental and vision insurance, life insurance, accidental death and dismemberment benefits, voluntary long term disability and retirement benefits. With the exception of retirement benefits, full-time regular employees become eligible for enrollment in discretionary benefits on the first day of the month after date of hire.

Retirement benefits are earned at the end of the month for any full calendar month in which an employee works. Specific eligibility requirements apply for post-retirement health benefits as outlined in the Health Insurance Section below.

ASI/USU reserves the rights to modify, revoke, suspend, terminate, or change the discretionary benefits or post-retirement benefits, in whole or in part, at any time subject to notification requirements as mandated by federal or state law.

HEALTH INSURANCE

ASI/USU contributes to the cost of an employee's health insurance premiums. ASI/USU contribution for each employee is the amount necessary to pay the cost of their enrollment including the enrollment of their family members in a health benefit plan. ASI/USU will match state contributions and will be adjusted periodically as state contributions change. The employee's share of the insurance premiums is paid through automatic payroll deduction with the written authorization of the employee. Automatic payroll deduction is voluntary. Specific information about the ASI/USU current health plans, which may include medical, dental, and vision insurance, is available from the Human Resource Specialist.

Flex Cash: If you waive medical and/or dental coverage because you have other non-ASI/USU coverage, you can receive additional cash in your paycheck each month. You will be taxed on the additional income. Currently you will receive $128.00 FlexCash per month if you waive medical coverage and $12.00 FlexCash per month if you waive dental coverage.

Dental Insurance: ASI / USU pay the full premium for employee and family members for enrollment in the Delta Dental Plan.

Vision Insurance: ASI / USU pay the full premium for employee and family members for enrollment in the VSP Vision Insurance Plan.

Life Insurance: ASI / USU pay the full premium for $15,000 life and AD&D coverage for employees only, $50,000 for Confidential Employees and $100,000 for Executive Personnel (MPP). Employees may purchase voluntary supplemental and family coverage.

Long Term Disability – ASI/USU will provide 180 days of LTD coverage for Executive Personnel (MPP) only.

Voluntary Long Term Disability - voluntary coverage may be purchased by all non-MPP employees.

Additions and deletions to an employee's health insurance plans can only be made during an open enrollment period. Subject to verification, however, a new dependent or new spouse or registered domestic partner may be added at any time there is a life event, and an employee (dependents and spouse or registered domestic partner) may terminate participation at any time.

COBRA

ASI/USU will comply with federal regulations relating to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, which is designed to provide employees and eligible dependents with the opportunity to continue health insurance coverage at group rates in certain instances in which coverage would otherwise cease. The premium for this coverage is the sole responsibility of the employee or dependent. Further information may be obtained from Human Resource Specialist.

RETIREMENT

Only "regular" full-time employees of ASI/USU become members of the Public Employees Retirement System (PERS) on the first day of their employment. In addition to a contribution made by the ASI/USU, Classis employees are required to contribute 5% of their monthly salary. Employee contributions are paid through automatic payroll deduction. PEPRA employees contributions will vary based on actuarial valuation conducted each year.

Employee contributions, plus interest, may be refunded upon termination or, if the employee has at least five (5) years of service credit, left on deposit for retirement allowance.

PERS also provides for disability retirement as well as service retirement, death benefits, and survivor benefits. All information is described in greater detail in the ASI/USU Employee's Handout.

EMPLOYEE ASSISTANCE PROGRAM

LifeMatters is an organization hired by ASI/USU to help and advice employees with various issues such as:

- Achieving life balance
- Stress and anxiety
- Grief and depression
- Health and wellness
- Alcohol and substance abuse
- Daily living
- Marital, family and relationship issues
- Domestic Violence
- Financial and legal issues
- Identity theft
- Anger management

LifeMatters may be reached anonymously at 1-800-367-7474 or on the web at myifematters.com
This benefit is at no cost to the employee

XIV. ATTENDANCE

Regular attendance and punctuality are essential functions of every job and fundamental requirements for successful job performance at ASI/USU. Therefore, all employees are expected to report for duty at the assigned time and place, remain on duty during scheduled work hours, and accurately report hours worked and leave taken. Excessive absenteeism and tardiness disrupt normal operations and place an extra burden on fellow employees and are subject to progressive disciplinary action up to and including termination.

A. CONTROLLING ATTENDANCE

Supervisors are responsible for maintaining adequate control over the attendance of subordinates, including verifying that subordinates have completed the required number of work hours each day, or have been approved for and recorded their time correctly, including charges to leave accruals. This includes monitoring absenteeism and tardiness and approving requests for time off, through Timeforce. Supervisor must be familiar with the attendance rules that affect the employees they supervise and apply these rules in a fair and consistent manner.

B. OFFICE HOURS

The standard working hours of the ASI/USU for full-time employees is eight hours per day for five consecutive days per week from 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding one hour for lunch. For certain events and activities, evening and week-end hours are normal. All offices and work units must be open and adequately staffed for efficient operations and service from 9:00 a.m. to 4:00 p.m. including the hour of 12:00 noon to 1:00 p.m. Supervisors are responsible for setting work schedules to meet their work unit's responsibilities.

C. MEAL AND REST PERIODS

Your supervisor will outline the work hour's specific for your position. Non-exempt employees who are scheduled to work greater than 6 consecutive hours in a day are provided with a 30- minute to one-hour unpaid meal break, to be taken before the fifth hour worked. ASI / USU will relieve the employee of all duty, relinquish control over their activities and permit them a reasonable opportunity to take an uninterrupted 30-minute break. Non-exempt employees are also entitled to a 10 minute rest break for each 4 hours of work, or major fraction thereof. Employees must not leave the campus during rest periods and must not take more than 10 minutes for each rest period. You may leave the premises during your meal period.

D. ATTENDANCE REPORTING

Exempt employees are not required to record their presence at the workplace and need not record breaks, meal periods, or time of departure. Exempt employees are required to notify their supervisor, either by e-mail or telephone, when they are not ready and available for work, takes vacation, sick leave, personal holidays, or are attending business-related events off-campus.

Exempt employees must keep a record of absences (vacation, personal, or sick) in the time and attendance system. Only full work day absences need to be reported. The supervisor must sign off on the time sheet.

All hours worked by full-time non-exempt employees must be recorded through use of the timekeeping system approved by ASI/USU. Daily timesheets will be kept with complete information about meal and rest periods in the time keeping system.

Absences are requested and approved through the attendance system. Timesheets must be approved by the supervisor and turned in to payroll at the end of each pay period. Time worked and absences must be recorded on a automated timesheet which is to be approved by the employee and submitted to the supervisor for approval on a bi-weekly basis. Hours worked may not be deferred to a later pay period or recorded elsewhere.

Employees' timekeeping records are monitored and approved by each supervisor. Supervisors are responsible for editing, correcting, approving and submitting all timekeeping records for employees under their supervision.

All attendance recordkeeping must remain on work premises and must be accessible to management at all times. No one other than the employee or their immediate supervisor (or payroll) may enter information on an employee's personal timekeeping record. Alteration, forgery, destruction, or falsification of any timekeeping record may result in disciplinary action up to and including termination.

E. ABSENCES

Generally, an absence occurs when an employee misses one or more consecutive scheduled workdays. You must inform your supervisor of the expected duration of any absence. If an employee is unable to report to work because of an emergency or illness, the employee's immediate supervisor must be notified within thirty (30) minutes of the start of the workday. Medical certification may be required for absences of more than three (3) workdays. Medical certification will be required for absences of three (3) or more workdays. An employee's refusal to provide such documentation may be grounds for discipline up to and including termination of employment.

FORESEEABLE ABSENCES

A foreseeable absence of one day or less for the purpose of vacation, a personal day, or medical appointments must be requested and approved by the supervisor at least one day prior to the foreseeable absence. Foreseeable absences for multiple days must be approved by the supervisor at least one week prior to the planned absence.

UNAUTHORIZED ABSENCES

An absence is considered unauthorized whenever the employee's supervisor and/or department have not been properly notified. Responsibility for excusing an unauthorized absence rests with the immediate supervisor. When considering discipline for unauthorized absences, supervisory discretion must be exercised depending on the severity of the violation. The supervisor must take into consideration any mitigating circumstances and the employee's overall attendance record when making the decision. Unauthorized absences may be recorded as leave without pay at the discretion of the supervisor. Otherwise, it must be charged to the employee's sick leave or vacation accrual as appropriate.

An unauthorized absence also occurs when a supervisor does not accept an employee's explanation for an absence or lateness. However, a supervisor may only designate a medical-related absence as unauthorized upon written approval of the Human Resource Specialist.

CHRONIC PATTERN OF EXCESSIVE OR UNAUTHORIZED ABSENCES

A chronic pattern of excessive or unauthorized absences exists when an employee's absences from work, whether excused or not, have a serious negative effect on a department. These absences can be for medical or non-medical reasons. If the absences are for medical reasons, requirements under federal or state law may dictate that certain absences not result in disciplinary actions. Departments must consult with the Human Resource Specialist regarding such determinations. In cases where there is a chronic pattern of excessive or unauthorized absence, notice will be given to the employee that their chronic absences are a hardship on the work unit and that their record must improve and that excessive absenteeism and chronic tardiness, whether scheduled or unscheduled, can be grounds for discipline up to and including termination of employment.

LEAVING WORKSITE WITHOUT AUTHORIZATION

Employees must obtain authorization to leave the work site or take or exceed a break period during scheduled work time. Failure to remain on duty will be treated in the same manner as unauthorized absences.

XV. PERFORMANCE EVALUATION

All employees will be evaluated on an annual basis.

If at any time an employee's work performance needs improvement, they may receive additional performance evaluations at the discretion of their supervisor to address any corrections that need to be made to improve individual performance.

Positive performance evaluations do not guarantee increases in salary. Merit increased are based upon a combination of a positive annual performance evaluation and budgeted funding for such increases.

XVI. RECRUITMENT AND SELECTION

A. FULL-TIME REGULAR EMPLOYEE

When a vacancy occurs for a regular full-time position, the Executive Director must be notified. A recruitment plan and selection committee will be developed by the Human Resource Specialist in conjunction with the position supervisor and the Executive Director to meet the needs of the hiring department and to hire the most qualified individual for the position. All regular full-time positions must be posted for at least five business days.

If a department wants to create a new position, it must have prior written approval by the Executive Director and the ASI and/or USU Board of Directors.

Solicited applications and related materials, including interview notes for all interviewed candidates, must be maintained by the Human Resource Specialist for a period of three years.

The ASI/USU Board must approve the hiring of the selected candidate prior to an offer being made to the candidate.

Offer letters to selected candidates, must be prepared exclusively by the Human Resource Specialist, signed by Executive Director and distributed by the Supervisor. Rejection letters to unsuccessful applicants may be sent by the supervisor once approved by Human Resource Specialist.

Management and Confidential staff positions will follow the standard recruitment process.

B. INTERIM EMPLOYEE

Although recruitment and selection of interim employees may take place primarily at the department level the ASI President /USU Chair and/or the ASI/USU Executive Director may appoint a qualified candidate in an interim capacity. If no appointment is made then the selection process for interim position employees would follow the same recruitment guidelines as a full-time regular employee.

Applications and interview notes for interim employment must be retained by the Human Resource Specialist for a period as prescribed by law unless a challenge to the selection process requires the file be maintained longer.

If a qualified candidate holds an interim position for greater than 6 months and receives a satisfactory evaluation, the supervisor may recommend the permanent appointment of said candidate to the Executive Director and the respective board for approval. This recommendation only applies to non-exempt support staff.

C. PROMOTIONS

All qualified employees have the opportunity for advancement when positions are available. When a vacancy for a full-time position occurs, notice will be posted and distributed to all staff, so that employees may have the opportunity to apply. The open position will simultaneously be posted externally as well.

XVII. TRAINING

ASI/USU supervisors have the primary responsibility for the training of all employees under their supervision. They need not perform training personally, but may rely upon other employees in the organization or other professional training resources. The extent of training necessary is determined by the supervisor and should usually include job-specific instruction in the essential duties and responsibilities of the position to which the employee is assigned and training in how to perform the job safely.

A. JOB SPECIFIC TRAINING

Although employees are expected to already possess the requisite knowledge, skills and abilities for performing essential job functions, some training may be initially necessary.

B. SAFETY TRAINING

Supervisors should be available to assist employees as appropriate in the safe methods for performing their job. Employees should be trained in the safe handling of equipment, machine operation, hazardous chemicals, and emergency evacuation procedures as well as general safety rules. They should also be informed of their right to report unsafe working conditions without fear of reprisal. Safety training should be documented by completing a Safety Orientation Checklist for every new employee.

C. SEXUAL HARRASSMENT TRAINING

All ASI/USU supervisors and managers receive two (2) hours of training in the prevention of sexual harassment and **harassment based on gender identity, gender expression and sexual orientation** every two years.

XVIII. CONFLICT OF INTEREST

ASI/USU does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with ASI/USU's legitimate business interests or good image in the community. Therefore, employees are expected to conduct their personal affairs in a manner which does not adversely affect ASI/USU's integrity, reputation or credibility. Illegal off-duty conduct on the part of an employee which adversely affects ASI/USU's legitimate business interests or the employee's ability to perform their job will not be tolerated.

While employed by ASI/USU employees are expected to devote their energies to their jobs with ASI/USU. Any conduct that is actually in direct conflict with the essential enterprise-related interests of ASI/USU and which would constitute a material and substantial disruption of ASI/USU's operation is strictly prohibited. Following are examples:

1. Employment which conflicts with an employee's work schedule, duties and responsibilities.
2. Employment which impairs or has a detrimental effect an employee's work performance with ASI/USU.
3. Employment which requires an employee to conduct work or related activities on ASI/USU property, during Company working hours or using Company facilities and/or equipment.

For the purposes of this policy, self-employment is considered outside employment.

Employees wishing to engage in outside employment which may conflict with this policy must submit a written request to the Executive Director explaining the details of the outside employment. If the Executive Director authorizes such outside employment, ASI/USU must in no way assume any responsibility for such outside employment. Specifically, ASI/USU must not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of such outside employment. Authorization to engage in outside employment may be revoked at any time.

XIX. PERSONNEL RECORDS

A. PERSONNEL FILES

Personnel files maintained by ASI/USU contain documentation pertinent to an employee's employment. The contents of the personnel file are the confidential property of ASI/USU.

B. EXAMINATION

Employees may review their own personnel file upon request through the Human Resource Specialist under the supervision of an ASI/USU representative. During the review, employees may take notes or make arrangement for photocopies of file materials. Employees only have a right to copy the records in which they have signed (e.g. employment applications and discipline notices). No documents may be removed from or added to the file by the employee. Personnel files may not be removed from the office where they are located without written approval of the Executive Director. Access to files by persons other than an employee is strictly on a need-to-know basis.

XX. UNLAWFUL HARASSMENT

A. UNLAWFUL HARASSMENT

ASI/USU must take all reasonable steps to prevent unlawful harassment from occurring. In addition to prohibiting other forms of unlawful discrimination, ASI/USU maintains a strict policy prohibiting harassment because of gender, gender identity, gender expression, gender stereotyping, transgender, gender orientation, genetic characteristics or information, sex, race, color, national origin, ancestry, religion, creed, physical or mental disability, medical condition, marital status, veteran status, sexual orientation, age, and any other basis protected by applicable federal, state or local law. All such harassment is prohibited. ASI/USU's anti-harassment policy applies to all employees and independent contractors involved in the operations of ASI/USU and prohibits harassment by any Company employee, including supervisors and co-workers, or independent contractors.

ASI/USU's anti-harassment policy also protects employees from harassment by clients, vendors, or others doing business with ASI/USU. If harassment occurs on the job by someone not employed by ASI/USU, the procedures in this policy must be followed as if the harasser were an employee of ASI/USU.

Sexual Harassment

The law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to such conduct is explicitly or implicitly made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

This definition includes many forms of offensive behavior. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct such as leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters.
- Improper language such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an employee's body or dress, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- ~~Characterizing in a taunting manner a woman as being masculine or a man as being feminine as if these were negative traits~~.
- Verbal sexual advances or propositions.
- Physical conduct such as touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report harassment.

~~It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females.~~ Sexual harassment on the job is unlawful whether it involves co-worker harassment, harassment by a supervisor or manager, or by persons doing business with or for ASI/USU.

National Origin, Race and Other Forms of Harassment

Similarly to sexual harassment, national origin, race and other forms of harassment can occur through verbal, physical or other activity directed at employees in protected categories. It can occur when co-workers and/or supervisors use slurs or epithets referring, for example, to the national origin, or race, or sexual orientation of an employee. Or it may occur through other kinds of activity, such as placing graphic images negatively connected to the race of an employee on or near the employee's desk, locker or work location. All such activity is strictly prohibited under ASI/USU's unlawful harassment policy. If any employee is uncertain as to what conduct is prohibited under this policy, they must contact the Human Resource Specialist immediately.

Preventing Sexual and Other Forms of Harassment

ASI/USU's Complaint Procedure:

- ASI/USU's complaint procedure provides for an immediate, thorough and objective investigation of any sexual or other harassment claim, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies to any victim of harassment.

- Employees who believe they have been harassed on the job, including by persons doing business with or for ASI/USU, must provide a written or oral complaint to the Human Resource Specialist of ASI/USU as soon as possible. The complaint must include details of the incident(s), names of individuals involved, and the names of any witnesses. Supervisors and managers must immediately refer all harassment complaints to the Human Resource Specialist of ASI/USU.

All incidents of sexual or other harassment that are reported must and will be investigated, even if the alleged victim expresses a desire that ASI/USU not investigate. That is the law. The Human Resource Specialist of ASI/USU will immediately undertake or direct an effective, thorough and objective investigation of the harassment allegations. The investigation will be completed and a determination regarding the harassment alleged will be made and communicated to the employee(s) who complained and the accused harasser(s). If ASI/USU determines that sexual or other prohibited harassment has occurred, ASI/USU will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken and ASI/USU will communicate to the complainant that action has been taken to prevent further harassment.

Independent contractors must use this Complaint Procedure for any claim of sexual or other harassment.

All employees and independent contractors should note that the failure to use the company's complaint procedure may result in the defeat of any claim of sexual or other harassment if litigated.

False Claims of Harassment

Any employee who makes a false claim of harassment will be disciplined according to Company policy.

Prohibition Against and Duty to Disclose Romantic Relationships

ASI/USU recognizes that employees may develop romantic or sexual relationships in the course of their employment. However, in an effort to prevent supervisory problems, favoritism, the possibility of compromising confidential information and/or trade secrets, morale problems, disputes or misunderstandings, and potential sexual harassment claims, supervisors are strongly discouraged from dating or engaging in romantic or sexual relationships with subordinate employees.

However, in the event such a relationship is undertaken, the parties are required to disclose to the Human Resource Specialist that such a relationship exists. Based on the sole discretion of ASI/USU, both parties may be given the opportunity to sign an acknowledgment that the relationship is voluntary and consensual. In that case, both parties will also be required to disclose to the Human Resource Specialist when the relationship is no longer voluntary and consensual. In the event that such a relationship exists or existed, and such disclosures have not been made, the relationship will be presumed to have been voluntary and consensual. All employees acknowledge these requirements and the presumption by signing the Annual Acknowledgment and Receipt of this Handbook. Co-workers are also discouraged from dating or pursuing romantic or sexual relationships with each other.

ASI/USU, in its sole discretion, will determine whether any romantic or sexual relationship between a manager and a subordinate, or between co-workers, interferes with job performance and/or the business interests of ASI/USU and will attempt to resolve the situation, including but not limited to, providing one of the employees with a transfer to another position for which they are qualified if it is possible and consistent with good business practices. However, ASI/USU may take whatever steps will protect its business interests, including but not limited to, terminating the employees involved.

Employee's Duty to Disclose Benefits Received

No supervisor, manager, or officer of the corporation is authorized to condition the receipt or denial of any benefit, compensation, or other term or condition of employment on an employee's complying with any sexual demand. To the contrary, all employees are instructed that they must refuse such demands and report them promptly to the Human Resource Specialist. Any employee who is found to have obtained any benefit from ASI/USU because they submitted to an unreported sexual demand will be disciplined appropriately, including but not limited to, reimbursement for the value of any benefits received. Any employee making such a demand will be disciplined, up to and including termination.

Liability for Sexual or Other Harassment

Any employee of ASI/USU, whether co-worker, supervisor or manager, who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including termination from employment.

Anti-Retaliation Policy

In accordance with applicable law, ASI/USU prohibits retaliation against any employee because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or because of the employee's participation in an employment discrimination investigation, proceeding or hearing. Any retaliatory adverse action because of such opposition or participation is unlawful and will not be tolerated. For purposes of ASI/USU's anti-retaliation policy, all references to "discrimination" must be understood to include "harassment."

Examples of Opposition

Opposition to perceived discrimination includes threatening to file a discrimination complaint with the EEOC, state agency, or court or complaining or protesting about alleged employment discrimination to a manager, co-worker or other official. Opposition also includes a complaint or protest made on behalf of another employee or made by the employee's representative. A complaint about an employment practice constitutes protected opposition only if the employee communicates to ASI/USU a reasonable good faith belief that the practice opposed constitutes unlawful employment discrimination. Opposition in a manner which disrupts the workplace, or which constitutes an unlawful activity, or engaging in badgering or threatening of employees or supervisors is not protected.

No Retaliation

ASI/USU will not tolerate retaliation against any individual because they have filed a charge, testified, assisted or participated in any manner in an investigation, proceeding, hearing or litigation under federal or state employment discrimination statutes or at other hearings regarding protected employee rights, such as an application for unemployment benefits. ASI/USU also prohibits retaliation against someone closely related to or associated with the employee exercising such rights. Examples of retaliation include, but are not limited to, hostile conduct toward an employee who participated in protected activity. Such conduct includes, but is not limited to, shunning of employees, verbal or body language which is threatening or expresses or suggests disapproval or hostility; failure to cooperate in workplace procedures; or sudden unfounded disciplinary action not based on actual job performance. If you are unclear as to what kind of activity may be prohibited retaliation, contact the Human Resource Specialist immediately for more information.

ASI/USU's Complaint Procedures for Retaliation

ASI/USU's complaint procedure provides for an immediate, thorough and objective investigation of any claim of unlawful retaliation because of opposition to alleged discrimination or participation in a proceeding regarding alleged employment discrimination. If you believe that you have been retaliated against because of your opposition to an employment practice you reasonably believe to be discriminatory or because of your participation in a hearing or proceeding regarding alleged unlawful discrimination, you must provide a written or oral complaint to the Human Resource Specialist as soon as possible. Your complaint must be as detailed as possible, including the names of individuals involved, the names of any witnesses, and any documentary evidence.

All complaints of prohibited retaliation which are reported to management will be investigated. ASI/USU will immediately undertake and direct an effective, thorough and objective investigation of the retaliation allegations. The investigation will be completed and a determination regarding the alleged retaliation will be made.

If ASI/USU determines that an individual has suffered adverse action in retaliation for opposition to alleged employment discrimination or participation in a proceeding related to alleged employment discrimination, ASI/USU will take effective remedial action appropriate to the circumstances. ASI/USU will also take action to deter any future retaliation. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including termination, will be taken and ASI/USU will communicate to the complainant that action has been taken to prevent further retaliation.

In addition to ASI/USU's internal complaint procedures regarding harassment, discrimination, and retaliation, employees must be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) also investigate and prosecute such complaints. Their telephone numbers are in the telephone directory.

B. SUPPORT SERVICES

There are many support services available to employees and students who feel they have been, or are being, unlawfully harassed. At the California State University, Stanislaus ASI/USU, such support services for non-student employees may include the Employee Assistance Program or Campus Police. Students at the University who are also employees of the California State University, Stanislaus ASI/USU may also seek assistance from the Counseling and Career Services Department, Student Health Services and the Office of Equal Opportunity and Internal Relations. The ASI/USU will also provide training programs, including mandatory on-line training, aimed at preventing unlawful harassment through proper education of its employees and supervisors.

C. CORRECTIVE ACTION

If unlawful harassment of or by an ASI/USU employee is established, the California State University, Stanislaus ASI/USU will take action that is reasonably calculated to stop the harassment. In cases in which the alleged harasser is not an employee or student, the ASI/USU will take action to minimize the recurrence of any unlawful behavior.

Discipline that the ASI/USU or the University may impose on employees for behavior that violates this policy (or for other unprofessional conduct by a faculty, teacher, coach, counselor, or staff member) may include, but is not limited to, reprimand, mandatory attendance at an unlawful harassment training program, suspension, demotion, or dismissal. Unlawful harassment by non-employees may result in restricting the harasser's access to campus.

D. FURTHER INFORMATION

The ASI/USU provides its employees the California State University, Stanislaus ASI/USU policy on unlawful harassment with a pamphlet concerning information on sexual harassment in the workplace. If you have any questions concerning this policy, please feel free to contact the California State University, Stanislaus ASI/USU Human Resource Specialist.

XXI. HEALTH & SAFETY:

The health and safety of employees and others on Company property are of critical concern to ASI/USU. We strive to attain the highest possible level of safety in all activities and operations. ASI/USU also intends to comply with all health and safety laws applicable to our business.

ASI/USU maintains an Illness and Injury Prevention Program, an Emergency Action Plan, a Fire Prevention Plan, and Hazard Communication Standards (if required), which may be reviewed in the office of the Human Resource Specialist. In addition, ASI/USU must rely upon our employees to ensure that work areas are kept safe and free of hazardous conditions. Employees must be conscientious about workplace safety including proper operating methods and known dangerous conditions or hazards. Employees must report any unsafe conditions or potential hazards to a supervisor immediately.

Periodically, ASI/USU may issue rules and guidelines governing work place safety and health or regarding the handling and disposal of hazardous substances and waste. All employees must familiarize themselves with these rules and guidelines as strict compliance will be expected. Contact the Executive Director for copies of current rules and guidelines if you do not have them. Failure to strictly comply with rules and guidelines regarding health and safety or negligent work performance which endangers health and safety will not be tolerated.

Any workplace injury, accident or illness must be reported to your supervisor as soon as possible, but no later than 24 hours from the event occurring, regardless of its severity. If medical attention is required immediately, supervisors will assist employees in medical care, after which the details of the injury or accident must be reported.

XXII. DRUG, ALCOHOL, AND CONTRABAND

ASI/USU is concerned about the use of alcohol, illegal drugs or controlled substances as it affects the workplace and working time. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety and health and, therefore, seriously impair the employee's value to ASI/USU. 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 ASI/USU to the risks of property loss or damage or injury to other persons.

The following rules and standards of conduct apply to all employees either on Company property or during the workday (including meals and rest periods).

The following are strictly prohibited by ASI/USU:

1. Possession, use, or being under the influence of alcohol or an illegal drug or controlled substance while on the job.
2. Driving a Company vehicle or your own vehicle for a Company-related purpose while under the influence of alcohol or an illegal drug or controlled substance.
3. Distribution, sale or purchase of or offer to sell or purchase an illegal drug or controlled substance while on the job.

Violation of the above rules and standards of conduct will not be tolerated and will be grounds for disciplinary action up to and including termination. ASI/USU may also bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, ASI/USU reserves the right to conduct searches of Company property and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any drug or controlled substance while off Company property will not be tolerated because such conduct, even though off duty, reflects adversely on ASI/USU. In addition to reflecting adversely on ASI/USU, ASI/USU must keep people who sell controlled substances off Company premises in order to keep illegal drugs and controlled substances off the premises.

ASI/USU recognizes that many employees use prescription and over-the-counter medications. Medications brought to the workplace must be carried in their original containers. This policy does not prohibit employees from the lawful use and possession of prescription or over-the-counter medications. However, an employee taking medication must consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resource Specialist. ASI/USU reserves the right to transfer, reassign, and/or place on leave of absence any employee, or to take other appropriate action, during the time the employee uses medication that may affect the employee's ability to perform safely.

ASI/USU will encourage and assist employees with alcohol or drug to seek treatment and/or rehabilitation. Employees desiring such assistance must request a treatment or rehabilitation leave. ASI/USU's support for

treatment and rehabilitation does not obligate ASI/USU to employ any person whose job performance is impaired because of drug or alcohol use, nor is ASI/USU obligated to reemploy any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, fail to successfully overcome their dependency or problem, and are involved in a second violation of this policy, will not be given a second opportunity to seek treatment and/or rehabilitation, unless mandated by law. This policy does not affect ASI/USU's treatment of employees who violate the rules and standards of conduct described above. Rather, rehabilitation is an option for employees who come forward and acknowledge a chemical dependency and voluntarily seek treatment to end that dependency before they violate the above rules and standards of conduct.

XXIII. SMOKING:

California State University, Stanislaus campus shall be 100% Smoke Free and Tobacco Free. Smoking, the use or sale of tobacco products, and the use of designated smoking areas are prohibited on all California State University properties. Members of the CSU community and ASI/USU are expected to fully comply with the policy. Any sponsorship and/or advertising in respect to any university activity or event by a tobacco product manufacturer are prohibited unless explicitly authorized by the University President or designee.

XXIV. NON-SOLICITATION:

RULES REGARDING SOLICITATION, DISTRIBUTION OF LITERATURE, AND POLITICAL ADVOCACY

ASI/USU has established rules applicable to all employees and non-employees which govern solicitation, distribution of written material, political advocacy and access to Company property. Strict compliance with these rules is required.

- Employees are prohibited from engaging in solicitation during their working time or during the working time of the employee or employees at whom such activity is directed.
- Employees are prohibited from distributing or circulating 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.
- Employees are prohibited from engaging in political advocacy on a subject over which ASI/USU has no control in a manner that is disruptive to Company operations.
- Off-duty employees are not permitted in the interior of ASI/USU's facilities or in working areas.
- Non-employees are not permitted on Company property at any time, except when on official Company business.

As used in this policy, "working time" does not include break periods, meal periods, or periods in which an employee is not scheduled to be performing work for ASI/USU.

XXV. VOICE-MAIL, E-MAIL AND COMPUTER ACCESS POLICY

ELECTRONIC RESOURCES POLICY

The electronic resources of ASI/USU enable employees to access and exchange information quickly and efficiently. When used properly, these resources greatly enhance productivity and knowledge. This policy describes ASI/USU's expectations for those who use ASI/USU's electronic resources.

The policy applies to all employees and to ASI/USU's directors and third-party representatives, such as contractors, consultants and agents, who use ASI/USU's electronic resources. For ease of reference, the policy will refer to all of these categories of individuals as "employees."

As used in this policy, "electronic resources" includes the following: (a) all desktop and laptop computers, personal digital assistants (*e.g.*, Blackberry, iPhone), Internet access, electronic mail, intranet, telephones, voice mail, fax machines and other electronic storage and communications devices that are owned, leased or paid for by ASI/USU; (b) all electronic communications sent or received for purposes of conducting Company business, regardless of whether ASI/USU's equipment is used; and (c) all activities using any third-party communications service, such as cell phone, text messaging, or instant messaging services, for which ASI/USU is the subscriber or for which ASI/USU pays directly or indirectly through reimbursement to an employee. This policy applies whether or not ASI/USU's electronic resources are used on or off Company premises.

Acceptable Business Uses of Electronic Resources

General Policy: ASI/USU's electronic resources are provided to conduct Company business for ASI/USU's benefit. Employees are responsible for the content of all text, audio, and images that they create, receive, retrieve, store or send using ASI/USU's electronic resources. Employees must comply with all Company policies and procedures when using these electronic resources, including but not limited to, the policies listed and discussed in this manual. Employees are responsible for using ASI/USU's electronic resources in a manner that is ethical, legal, and not to the detriment of ASI/USU, its employees, customers or suppliers. Employees' use of ASI/USU's electronic resources must not interfere with the employee's productivity, the productivity of any other employee, or the operation of ASI/USU's electronic resources.

Composing Electronic Mail: Employees must compose e-mails and any associated documents in the same professional manner as any other business communication. Carefully drafting electronic communications is important not only because they reflect on the way ASI/USU conducts its business but also because e-mail and instant messages, like any other document, can later be used to indicate what an employee knew or how an employee acted.

Use of Wireless Devices: Employees may connect wirelessly to ASI/USU's electronic resources only if the connection is encrypted. If you are unsure whether a wireless connection is encrypted, you must seek guidance from either your Information Technology (IT) representative.

Use Of E-Mail Distribution Lists And Reply All: When composing e-mails, employees must use care to identify appropriate recipients of the message. Avoid general distribution lists if the information contained is intended for specific individuals. Employees must exercise similar caution when forwarding or replying to messages. Consider the appropriateness of using "Reply All" before responding to an e-mail.

E-Mail Attachments: Attaching large documents, graphics, video clips, and audio clips adversely impacts ASI/USU's network and must be avoided. If there is a valid business need to transmit a large attachment, you must make every attempt to send the communication during non-peak usage periods, generally very early in the morning or very late in the day.

Company Access To Communications Stored At Third-Party Service Providers:

All Company business must be conducted using ASI/USU's electronic resources. Employees may use a third-party communications provider, such as a cell phone or text messaging service, to conduct Company business only if ASI/USU is the subscriber on the service contract. Employees may not use personal e-mail accounts, cell phone providers, text message providers, cell phones, or personal digital assistants to conduct Company business.

If ASI/USU determines that an employee has used, or may have used, a personal third-party communications provider to conduct Company business or to violate any Company policy, ASI/USU may request that the employee provide written consent for the third-party communications provider to disclose to ASI/USU the content of stored communications related to ASI/USU's business or the policy violation. ASI/USU also may ask to inspect communications stored on any personal or Company-issued device that is used to conduct ASI/USU's business or to violate any Company policy. An employee's refusal to comply with ASI/USU's request for consent to disclosure by a third-party communications provider, or to inspect a personal or Company-issued device, may result in discipline up to and including termination of employment.

Acceptable and Unacceptable Non-Business Uses Of Electronic Resources

General Policy: Employees are permitted to use ASI/USU's electronic resources for occasional non-business purposes. Non-business uses of ASI/USU's electronic resources must not involve significant use of ASI/USU's resources, such as the employee's or others' work time, computer time, or bandwidth.

Non-business use of ASI/USU's electronic resources is subject to the following:

All non-business communications are subject to this policy in its entirety and to all other applicable Company policies. All non-business communications may be monitored at any time in accordance with this policy.

Non-business communications are not private. Employees must not use ASI/USU's electronic resources for communications intended to be private such as communications with a physician or a personal attorney.

Employees may not use ASI/USU's electronic resources to access social media, such as MySpace, Facebook, Twitter, or YouTube, for non-business purposes. Guidelines on the use of social media can be found in the Social Media Policy.

Except in emergencies, employees must restrict non-business use to free periods, such as breaks and meal time.

Non-business uses do not preempt any business activity.

Employees' use of a personal e-mail account through ASI/USU's electronic resources is subject to this policy in its entirety. It is important to note that a copy of any e-mail accessed from, or transmitted through, a personal e-mail account using ASI/USU's electronic resources may be stored on ASI/USU's electronic resources. ASI/USU will review such e-mails in its discretion.

Employees may not connect any type of personal electronic storage device (*e.g.*, laptop, iPhone, iPod, MP3 Player, *etc.*) to ASI/USU's electronic resources unless expressly permitted to do so in writing by ASI/USU. Any employee bringing a personal electronic storage device onto Company premises thereby gives permission to ASI/USU (a) to inspect the device at any time, and (b) to analyze any files, other data, or data storage media that may be within, or connectable to, the device. Employees who do not wish such inspections to be done on their personal electronic storage devices must not bring such devices to work.

Employees will be held accountable for their use of ASI/USU's electronic resources for non-business purposes and will be subject to disciplinary action up to and including termination of employment for improper use or policy violations. Managers may rescind the privilege to engage in non-business use of ASI/USU's electronic resources upon determining that an employee has abused this privilege.

No Right To Privacy In ASI/USU's Electronic Resources

All Communications Are ASI/USU's Property: ASI/USU's electronic resources and the data and communications stored on them are and remain at all times the property of ASI/USU, regardless of whether that information is created, stored or transmitted for business or non-business reasons. Similarly, all data and communications stored at any electronic communications service for which ASI/USU is the subscriber are and remain at all times the property of ASI/USU regardless of the purpose for such communication.

Use Of Electronic Resources Is Not Private Or Confidential: Communications and files transmitted or stored on ASI/USU's computer, e-mail, voice mail, systems, on the system of any electronic communications service provider under contract with ASI/USU, including back-up copies, whether for business or non-business reasons are not private or confidential vis-à-vis ASI/USU

ASI/USU's Right To Monitor Information And Communications: ASI/USU, in its sole discretion, will audit, delete and review any information, including but not limited to, business and non-business e-mail, voice mail, instant messages, word processing documents, spreadsheets, *etc*., stored on its information systems**.** Employees must be aware that, even when a message is deleted or erased, it is still possible to recreate the message. All deleted messages are *su*bject to inspection by ASI/USU in its discretion. An employee's use of ASI/USU's electronic resources is considered consent to such monitoring.

While it is not ASI/USU's policy to regularly monitor or review the contents of its communications or files, ASI/USU may do so at any time to support business, maintenance, auditing, security and investigative activities. Any electronically stored information that you create, send to, or receive from others may be retrieved and reviewed when doing so serves the business interests of ASI/USU. You must also be aware that, even when a file or message is erased, or a visit to a Web site is closed, ASI/USU still may be able to recreate the message or locate the Web site. ASI/USU's not exercising its rights with respect to certain communications or files in no way modify or waives ASI/USU's right to monitor other electronic communications or files. ASI/USU's rights may be altered or modified only in a writing signed by the Associated Students President, University Student Union Board Chair or the Executive Director.

ASI/USU May Override Any Password Or Encryption: Computer, voice mail, and e-mail systems are technical resources belonging to ASI/USU and must be accessible at all times by ASI/USU. They also are subject to inspections by ASI/USU, with or without notice. ASI/USU has the right to override any applicable passwords or access codes to inspect, investigate, or search an employee's files and messages. All passwords must be made available, upon request, to the Executive Director.

To facilitate ASI/USU's access to information on its computer and voice mail networks, employees may not encrypt or encode any voice mail or e-mail communication or any other files or data stored on ASI/USU's systems without the prior, written authorization of the Executive Director. The Director will not approve any such request unless the employee provides the Information Systems Department with any password, decryption key or code, or software needed to access the encrypted information.

Disclosures to Third Parties: ASI/USU may, in its discretion, disclose any information stored on or transmitted through its electronic resources to any third party, including law enforcement authorities or any other government agency.

Unacceptable Uses Of Electronic Resources

Misuse or abuse of ASI/USU's electronic resources and, in particular, ASI/USU's e-mail system and Internet access, could expose ASI/USU and any individual who engages in the improper conduct to civil or criminal liability. For this reason all employees must carefully review the following list of prohibited conduct and ensure their compliance. This list is not all inclusive. Any conduct listed below as well as any other conduct constituting misuse or abuse of ASI/USU's electronic resources is subject to disciplinary action up to and including termination of employment:

No Illegal Or Unethical Conduct: ASI/USU's electronic resources may not be used to engage in illegal or unethical conduct or to violate any Company policy.

Non-Disclosure of Proprietary Information: ASI/USU's electronic resources may not be used to disclose confidential information, without proper authorization, to any person outside ASI/USU. ASI/USU does not authorize any access to its confidential information to make an unauthorized use or disclosure of that information, including an employee's sending that information to a personal e-mail account or a third party. Any authorized disclosures of confidential information to a third party by e-mail must be encrypted. For additional information concerning the protection of ASI/USU's confidential information, please see the California State University, Stanislaus Campus Policy. ASI/USU's confidential information must not be stored on the local or hard drive of any computer or on any portable storage medium without the prior authorization of the Information Technology Department. Any such storage must be for short-term business purposes only, such as accessibility of information during business travel. The stored information must be encrypted and promptly deleted upon conclusion of the business need.

No Offensive or Harassing Messages: Using ASI/USU's electronic resources to send save, or view offensive material is prohibited. Messages stored and/or transmitted by ASI/USU's electronic resources must not contain content that ASI/USU may reasonably consider to be offensive to any employee. Offensive material includes, but is not limited to, sexual comments, jokes or images; racial slurs; gender-specific comments; or any comments, jokes or images that would offend someone on the basis of their race, color, creed, sex, sexual orientation, age, national origin or ancestry, physical or mental disability, veteran status, as well as any other category protected by federal,

state, or local laws. Any use of ASI/USU's electronic resources to harass or discriminate is strictly prohibited by ASI/USU.

No Duplication or Alteration of Data: Data, files, passwords, computer systems and programs, or other property of ASI/USU, may not be downloaded, duplicated, altered, removed or installed for purposes unrelated to ASI/USU's business without the prior, written authorization of the Executive Director. Users must not attach any unauthorized portable computing or storage devices to any Company system (*e.g.*, through USB port). These devices include removable media (*e.g.*, USB memory sticks or external hard drives), digital cameras, MP3 players, and personal data/digital assistant technologies (*e.g.*, iPhones).

No Downloading of Software or Copyrighted Material: Employees may not download any copyrighted material or install any software to ASI/USU's electronic resources without the prior, written authorization of the Executive Director. This prohibition applies to the downloading of unauthorized instant messaging software. The Executive Director will not approve the downloading or installation of any copyrighted materials unless ASI/USU has first obtained a license or permission to do so. Failure to observe a copyright may result in legal action by the copyright owner. Any questions concerning these rights must be directed to the Executive Director.

No Unauthorized Monitoring or Interception: Only authorized employees may monitor, intercept or review the electronic communications of others.

No Falsification of Identity: Users must never send e-mail from the account of another employee or use another employee's user ID and password to gain access to any system.

No Sending Or Receiving Or Malicious Code Or Software: Employees must not knowingly send or receive malicious code or software, *i.e.*, worms, viruses, or Trojan horses, using ASI/USU's electronic resources. Employees must take care to avoid inadvertently sending, receiving, or opening malicious code or software. Employees must not, for example, open any e-mail attachments received from an unknown source.

No Expression of Personal Opinions: ASI/USU's electronic resources must not be used to advance individual views on matters unrelated to ASI/USU's business. These resources must also not be used to express personal opinions concerning ASI/USU's business without approval of a manager and Media Relations-Corporate Communications. Employees who wish to express personal opinions on the Internet are encouraged to obtain a personal account with a commercial Internet service provider and to access the Internet without using ASI/USU's electronic resources and without referencing ASI/USU in any unauthorized Internet posting. Employee postings are not permitted on ASI/USU's intranet without prior authorization. Guidelines on social media activity can be found in the Social Media Policy.

No Solicitation: Employees are prohibited from using ASI/USU's electronic resources to solicit, or engage in other activities on behalf of, any outside business ventures, political campaign, charity, religious group, or membership organization.

Communication with Outside Legal Counsel. Except when necessary to advance ASI/USU's interests, employees are prohibited from using ASI/USU's electronic resources to communicate with outside legal counsel for purposes of obtaining legal advice. Employees may not use ASI/USU's electronic resources to communicate with a personal attorney.

No Peer-to-Peer File Sharing: Peer-to-peer file sharing creates significant risks to ASI/USU's electronic resources. Peer-to-peer software may not be downloaded to any of ASI/USU's electronic resources or used without the prior authorization of the Direction of Information Security.

No Game Playing: Employees may not use ASI/USU's electronic resources to play games, such as fantasy football (unless strictly related to job duties), or to gamble.

No Mass Distribution of Electronic Mail: Senders may not engage in blanket forwarding of messages to parties outside of ASI/USU's system or in sending e-mail to more than ten employees within ASI/USU unless the sender has obtained prior permission of the department manager. Employees may not send chain e-mail.

Other

Users must immediately report violations of this policy to Human Resource Specialist.

Users may keep e-mails related to their job in their Microsoft Outlook personal e-mail folders. Users must routinely purge messages from their personal e-mail folders and e-mail inbox when no longer needed for business purposes. After ninety days, the Information Services staff will delete e-mail messages in the user's e-mail inbox to free scarce storage space unless directed by the Executive Director to suspend automatic deletion. Messages required for pending litigation must not be deleted. When applicable, users will be notified by ASI/USU to retain messages required for a "litigation hold.

Employees engaging in conduct that violates this policy will not be considered as acting within the course and scope of their employment responsibilities. Accordingly, to the extent permitted by law, ASI/USU reserves the right not to provide a defense or pay damages assessed against an employee for conduct in violation of this policy.

XXVI. SOCIAL MEDIA POLICY

PURPOSE

ASI/USU acknowledges the growing popularity of social networking sites, blogs, personal websites, and other public Internet communications as a means for sharing experiences, ideas, and opinions with the public. ASI/USU also recognizes the value for some employees to participate in blogs, wikis, and social networks hosted or sponsored by ASI/USU. However, the legal and other ramification that may stem from participating in social media (external and internal) has caused ASI/USU to adopt the following policy.

SCOPE

This policy applies to all employees of ASI/USU, their contractors and to any other person who is notified that this Social Media policy applies to them. This policy uses the term "employees" to refer to all individuals subject to this policy

This policy applies to Social Media activity that relates in any way to ASI/USU's business, employees, customers, suppliers, or competitors. This policy applies to Social Media activity when on or off duty, while using ASI/USU's or personal electronic resources, and whether or not the employee posts anonymously or using a pseudonym. Employees who are expressly authorized to engage in Social Media activity on ASI/USU's behalf are required to comply with separate guidelines. Please contact the Human Resource Specialist for these guidelines.

DEFINITION

For purposes of this policy, "Social Media" means any internet-based media created through social interaction, where users primarily produce and contribute to (rather than just consume) the content. Social Media include, but are not limited to, social or professional networking websites, wikis, blogs, virtual worlds, photo-sharing websites, and video-sharing websites. The lack of reference to specific Social Media websites (i.e. Facebook, Twitter, etc.) throughout this policy does not limit the extent or application of this policy.

"Social Media activity" includes any form of posting on, or communication through, Social Media that relates in any way to ASI/USU's business, employees, customers, suppliers, or competitors as well as permitting, or failing to remove, such posts or communications by others where the employee can control the content of postings, such as on a personal page or blog.

POLICY

ASI/USU strives to protect itself, its employees, and third parties, such as students, customers, vendors, and business partners from damages resulting from inappropriate or unlawful use of Social Media; therefore, this policy provides ASI/USU employees with guidelines on how to properly and lawfully use Social Media. ASI/USU employees must assume responsibility for their Social Media activity and use their best personal and professional judgment when engaging in such activity. Violations of this Policy may result in discipline up to, and including, termination of employment or contract.

If you have any questions about this policy, please contact the Human Resource Specialist.

GUIDELINES: SOCIAL MEDIA USES

Employees must observe the following Guidelines when engaging in Social Media activity:

Act Professionally and Lawfully

ASI/USU values its established brand reputation and good will relationships. These are important assets. When you engage in Social Media activity that identifies yourself as an employee of ASI/USU, or in any way relates to ASI/USU, you must consider whether your comments are professional and beneficial, or damaging, to ASI/USU's reputation. Consider using available privacy filters or settings to block any inappropriate, unprofessional, or overly personal information about you from co-workers, customers, suppliers or competitors who may have access to your Social Media activity.

Follow ASI/USU Policies

All of ASI/USU policies – including, but not limited to, protections of confidential information, unlawful harassment, Equal Employment Opportunity, preventing violence in the workplace, termination, and acceptable use of computing resources – apply to your Social Media activity.

Use a Disclaimer

Except when engaged in authorized Social Media activity on ASI/USU's behalf, make it clear to your readers that the views expressed are yours alone and do not reflect the views of ASI/USU. If that is not obvious from your comments, you must specifically state, "*The content I have contributed to this site is my own and does not necessarily represent the views or opinions of ASI/USU. I am not a company spokesperson.*"

Disclose Your Identity

Disclose your employment by ASI/USU if you're posting expresses opinions, beliefs, findings or experiences concerning ASI/USU's products or services.

Protect Relationships

Do not defame or otherwise discredit ASI/USU's business practices or services, or the products or services of its customers, suppliers, or competitors. Do not mention customers, suppliers, or competitors without ASI/USU's prior written approval.

Respect Others' Privacy.

Do not disclose personal or contact information, or post photographs or video, of ASI/USU's employees, suppliers or competitors without their prior written permission and ASI/USU's prior written approval.

Do Not Comment on Legal Matters

Do not post content on anything related to legal matters, litigation, or any parties with whom ASI/USU may be in litigation or negotiations.

Use Images and Video Responsibly

Do not post photographs, videos of ASI/USU's premises, processes, operations, or services without ASI/USU's or use ASI/USU's proprietary graphics, logos, or trademarks without prior written approval from the Executive Director.

Additional Considerations

Do not use your ASI/USU email address to register for Social Media. You may reference ASI/USU as your employer and include contact information on social and professional networking sites only, such as LinkedIn and Facebook, without posting a Disclaimer.

Do not allow Social Media use to interfere with work commitments, performance, or productivity.

Be mindful that what is published in Social Media may remain public for a long period of time. Protect your privacy and the integrity of ASI/USU.

All requests for employment references or recommendations through Social Media sites, such as LinkedIn, must be referred to ASI/USU's Human Resource Specialist.

Enforcement

ASI/USU will, in its discretion, review social media activity to the fullest extent permitted by applicable law. If you engage in social media activity anonymously or using a pseudonym, ASI/USU will, in appropriate circumstances, take steps to determine your identity. (Remove??)

Employees will be held accountable for engaging in social media activity that violates this Policy. Failure to comply with this Policy whether during or after employment, may result in disciplinary action up to and including, termination of employment, legal action, or criminal prosecution. ASI/USU may report suspected unlawful conduct to appropriate law enforcement authorities. ASI/USU will not construe or apply this policy in a manner that interferes with or limits employees' rights under the National Labor Relations Act.

XXVII. WORKPLACE VIOLENCE

ZERO TOLERANCE POLICY FOR WORKPLACE VIOLENCE

Statement of Policy

ASI/USU recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. Therefore, ASI/USU has adopted this zero tolerance for workplace violence policy.

The safety and security of ASI/USU employees is of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect ASI/USU or its employees or which occur on Company property or during work hours will not be tolerated.

This prohibition against threats and acts of violence applies to all persons involved in the operation of ASI/USU, including, but not limited to, Company personnel, contract and temporary workers and anyone else on Company property. Violations of this policy by any individual acting as a representative of ASI/USU while on or off Company property will lead to disciplinary and/or legal action as appropriate.

Definitions

Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for their personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or more Company employees. Examples of workplace violence include, but are not limited to, the following:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between ASI/USU and the parties involved in the incident.
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of ASI/USU.
- Threats or acts of violence occurring off Company premises involving an employee of ASI/USU if the threats or acts affect the business interests of ASI/USU.
- Threats or acts of violence occurring off Company premises of which an employee of ASI/USU is a victim if ASI/USU determines that the incident may lead to an incident of violence on Company premises.
- Threats or acts resulting in the conviction of an employee or agent of ASI/USU, or of an individual performing services for ASI/USU on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate business interests of ASI/USU.

Specific examples of conduct which may be considered threats or acts of violence under this policy include, but are not limited to, the following:

- Threatening physical or aggressive contact directed toward another individual.
- Threatening an individual or their family, friends, associates or property with physical harm.
- The intentional destruction or threat of destruction of Company or another's property.
- Harassing or threatening phone calls.
- Surveillance.
- Stalking.

- Veiled threats of physical harm or intimidation/coercion.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

Enforcement

Any person who engages in a threat or violent action on Company property may be removed from the premises as quickly as safety permits and may be required, at ASI/USU's discretion, to remain off Company premises pending the outcome of an investigation into the incident.

When threats are made or acts of violence are committed by a Company employee, a judgment will be made by ASI/USU as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is ASI/USU's policy to put the threat maker on notice that they will be held accountable for their actions and then follow through with the implementation of a decisive and appropriate response.

Under this Company policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing. No existing Company policy or procedure must be interpreted in a manner that prevents the above from occurring.

Temporary and Permanent Restraining Orders

Any employee who applies for a temporary or permanent protective or restraining order which lists any Company location as a protected area must provide to the Executive Director a copy of the petition and declarations used to apply for the order. Any employee who obtains a temporary or permanent protective or restraining order which lists any Company location as a protected area must provide to the Executive Director a copy of the order. Such information will be kept confidential to the extent possible without compromising the safety and security of Company employees and ASI/USU.

Important Note: ASI/USU will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by ASI/USU. In making this determination ASI/USU may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy must alter the at-will nature of employment at ASI/USU.

XXVIII. WHISTLEBLOWER

California State University, Stanislaus ASI/USU and University Student Union are committed to the highest standards of ethical, moral, and legal business conduct. State law encourages employees to report waste, fraud,

abuse of authority, violation of law, or threat to public health. To reinforce this commitment, the purpose of this policy is to provide a means for employees to voice concerns regarding improper government activities or activities that create significant threats to the health and/or safety of the campus community and provide reassurance to the employee that they will be protected from retaliation for making a protected disclosure in good faith. Employees and applicants for employment are free to report waste, fraud, abuse of authority, violation of law, or threat to public health at the ASI/USU without fear of retaliation.

No individual who makes a protected disclosure or participates in an investigation concerning allegations of improper governmental activity or the existence of a condition that may significantly threaten the health or safety of employees or the public must be subjected to personnel action unless the disclosure is made maliciously and is known to be false. Malicious and false allegations will be viewed as a serious disciplinary offense and may result in termination.

A. REPORTING PROCEDURES

To report improper governmental activities or activities that create significant threats to the health and/or safety of the campus community, address the employees concern in writing to the immediate supervisor. If the employee is not comfortable addressing the issue with the supervisor, the employee is encouraged to address the issue with the ASI/USU Executive Director or Campus Compliance Officer. The report must include the following information:

- Name
- Address
- E-mail Address
- Telephone number
- Are you an Employee or Applicant?
- Describe fully the alleged improper governmental activity of condition that may significantly threaten the health or safety of employees or the public.
- Identify all potential witnesses
- Attach any documentation to support the complaint
- A sworn statement that the contents of the written report are true or believed to be true under penalty of perjury
- Sign and date the document

B. RETALIATION REPORTING

Employees or applicants for employment who believe that they have suffered reprisal, retaliation, threats, coercion or similar acts for having made a protected disclosure may file a written retaliation complaints with their supervisor or manager, the Human Resource Specialist of the ASI/USU. The complaint alleging retaliation must be signed by

the complainant and contain a sworn statement that the contents of the written complaint are true or believed by the complainant to be true, under penalty of perjury. Persons may also file a complaint with the campus compliance officer.

C. HANDLING OF REPORTED VIOLATIONS

The Human Resource Specialist must notify the sender and acknowledge receipt of the concern within five business days. It will not be possible to acknowledge receipt of anonymously submitted concerns.

If the concern involves an incident of actual or suspected theft, fraud, defalcation, or other irregularity involving corporate assets, the Human Resource Specialist must promptly notify the Chair of the Human Resources Committee, the ASI Senate, and the Board of Directors in writing. Prompt notification means within twelve (12) hours of the time the incident becomes known to the Human Resource Specialist.

D. ACTING IN GOOD FAITH

Anyone reporting a concern must act in good faith and have reasonable grounds for believing the information disclosed indicated an improper accounting or auditing practice, or a violation of the Policies. The act of making allegations that prove to be unsubstantiated, and that prove to have been made maliciously, recklessly, or with the foreknowledge that the allegations are false, will be viewed as a serious disciplinary offense, and may result in discipline, up to and including dismissal from the volunteer position or termination of employment. Such conduct may also give rise to other actions including civil law suits.

E. CONFIDENTIALITY

Reports of concerns and investigations pertaining thereto must be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Disclosure of reports of concerns to individuals not involved in the investigation will be viewed as a serious disciplinary offense and may result in discipline, up to and including termination of employment. Such conduct may also give rise to other actions, including civil lawsuits.

F. WHISTLEBLOWER POLICY

Under California Government Code §8548 and CSU Executive Orders 929 and 822, all employees have the opportunity to report improper activities. Employees are protected from retaliation for whistle blowing activities under Labor Code §1102.

XXIX. CONCLUSION

Many ASI/USU policies and employees benefits have been treated only briefly in this Personnel Policies and Procedures Manual. If an employee has any questions or wants more information, their supervisor will be assist. The Executive Director's Office staff will also be happy to help any employee with questions or concerns.

ACKNOWLEDGMENT RE ELECTRONIC RESOUCES AND SOCIAL MEDIA POLICY

I hereby acknowledge that I have reviewed and understood ASI/USU's Electronic Resources Policy. I understand that my use, or continued use, of ASI/USU's electronic resources is conditioned upon my agreement to this Policy and reflects my consent to this Policy. I hereby agree to abide by the Policy. I also consent to ASI/USU's real-time monitoring of my communications and access to my stored communications as described in this Policy regardless of whether those communications are for business or non-business purposes or whether transmitted through or stored on ASI/USU's electronic resources or the electronic resources of a third-party communications service provider under contract with ASI/USU.

I have also read and understood ASI/USU's Social Media and agree to abide by its terms.

Signature of Employee: _____

Name: _____ Date: _____

ANNUAL ACKNOWLEDGMENT AND AGREEMENT

This is to acknowledge that I have received a copy of the ASI/USU Personnel Policies and Procedures Manual (the "Manual) understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of employment with ASI/USU. I understand and agree that it is my responsibility to read and familiarize myself with the provisions of the Manual and to abide by the policies in it. If I do not understand any Company policy or procedure, I understand that I must address any questions to the Executive Director or the Human Resource Specialist.

I understand and agree that the Manual, in whole or in part, is not a contract of employment, nor is it evidence of a contract between ASI/USU and me.

I also acknowledge that, except for the policy of at-will employment and any currently valid written agreement between me and ASI/USU, including any collective bargaining or alternative work schedule agreement, the terms and conditions set forth in this handbook may be modified, changed or deleted at any time provided such changes are in writing and approved by the ASI/USU Executive Director. Any agreement between ASI/USU and me of any kind pertaining to any term or condition of my employment or its termination must be in writing.

I also acknowledge and agree that my employment with ASI/USU is not for a specified period of time and can be terminated or modified at will at any time for any reason, with or without cause or notice, by ASI/USU. No one in ASI/USU has made any statements to the contrary to me and I acknowledge that no oral statements or representations regarding my employment by anyone in ASI/USU can alter the foregoing. My at-will-employment status can be changed only in writing by an authorized Company representative. No other communications to me, whether oral or in writing, can constitute nor be evidence of any contract of employment for any specified period of time.

I agree that, except for any complaint of harassment or discrimination that I may have currently pending as of the date below, from my first date of employment I have had no cause to complain about discrimination or harassment. I acknowledge that at all times I have been fully aware of ASI/USU's procedures for addressing such complaints. I also agree that, with regard to any such complaints I may have made before the date below, they have been resolved to my satisfaction.

THIS PARAGRAPH APPLIES ONLY TO CURRENT NON-EXEMPT EMPLOYEES: I also agree that, other than any amount of currently owing overtime as of the date below, I have been compensated by ASI/USU for any and all overtime which I may have worked and that I have fully reported any such overtime which I believe may have been owed to me. I have also received all applicable meal and rest periods.

Employee Signature_____ Date_____

Print Employee Name_____

Witness Signature_____ Date_____

TO BE SIGNED ANNUALLY AND PLACED IN EMPLOYEE PERSONNEL FILE