

ASSOCIATED STUDENTS

**CALIFORNIA STATE UNIVERSITY,
NORTHRIDGE, INC.**

PERSONNEL MANUAL

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INTRODUCTION

Welcome to the Associated Students, California State University, Northridge, Inc. ("A.S."). Whether you have just joined our staff or have been at A.S. for a while, we are confident that you will find the A.S. to be a dynamic and rewarding place in which to work and we look forward to a productive and successful association. We consider the employees of A.S. to be its most valuable resource. This Personnel Manual serves as the guide for the employer/employee relationship between A.S. and its regular employees. (Student employees are not covered by this Manual and should refer to the separate Student Employee Personnel Manual.) It is our desire that you become familiar with our relationship to the University, our governance, and the benefits offered to you.

There are several things that are important to keep in mind about this Manual. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your immediate supervisor or A.S. Human Resources Manager. Neither this Manual nor any other A.S. document, confers any contractual right or promise, either express or implied, for an employee to remain employed by the A.S. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by the A.S. or you may resign for any reason at any time.

Second, ongoing changes in applicable governmental regulations and the needs of the A.S. organization to retain operational flexibility in the administration of policy and procedures require that policies, practices and benefits change from time to time. The A.S. Personnel Board and the A.S. Senate may amend this manual without prior notice to employees.

This Manual replaces all prior handbooks, manuals, and policies, and it applies to all of our employees. As an employee of A.S., you are required to read this Manual in its entirety, and to be familiar with the provisions of this Manual.

We hope you will enjoy being a part of A.S. and we will do all we can to make our relationship a successful and lasting one.

A.S. General Manager

ABOUT ASSOCIATED STUDENTS

OUR ORGANIZATION

Associated Students (A.S.) was established on July 1, 1958, and incorporated on June 14, 1961. A.S. is a non-profit auxiliary corporation serving the students of the California State University, Northridge ("CSUN") community through a multi-million dollar budget. Its mission is

"... to serve as the primary advocate for students at California State University, Northridge and to provide excellent and meaningful programs and services designed to create and enhance a spirited, learning-focused campus environment."

A.S. membership is composed of all regularly enrolled students, undergraduate and graduate, and its primary source of funding is from mandatory student body fees. It is the only recognized governing organization representing all CSUN students.

A.S. provides financial support for a wide variety of activities, including in-house programs such as the Children's Center which is staffed by professional teachers. A.S. also operates a Ticket Office located in the University Student Union, and it provides publicity support to A.S. programs, clubs and organizations. Recreational activities are provided through the Recreational Sports Program. A.S. coordinates the campus Recycling Program and offers lectures, concerts and other educational and entertainment programs through SPACE: Student Production and Campus Entertainment. All general business of A.S. is conducted in the A.S. Central Office and through the A.S. Accounting Office located in the southwest wing of the University Student Union. A.S. also manages its own human resources, marketing and technology support functions.

Through its officers and senators, A.S. is represented on most of the CSUN Presidential boards and committees working for the betterment of collegiate life for students. A.S. is also a member of organizations such as the California State Student Association whose purposes are to lobby for student issues in the state legislature and with the California State University Board of Trustees. Student fees and tuition, academic programs, and financial aid are some of the areas of concern for these lobby groups.

A.S. is constantly striving to enhance the role of the students in the governance process, provide organization and leadership skills to its members, and provide a balanced funding path to out-of-class learning experiences.

OUR STRUCTURE

The Executive Branch, Legislative Branch and Judicial Court

A.S. is divided into three branches: (1) the executive, (2) the legislative and (3) Judicial Court. The A.S. President, A.S. Vice President, and the A.S. General Manager head the executive branch. In order to carry out the mission and goals of A.S., the A.S. President appoints a number of student directors to various boards and committees. The most notable are the Finance Director, Personnel Director, SPACE (Student Productions and Campus Entertainment Committee) Director, the Chief of Staff, and the Attorney General. Other director positions include the Elections Director, Environmental Affairs, Clubs and Organizations Director and the Legislative Affairs Director. The A.S. President and his/her staff work from the A.S. Office in the University Student Union.

As part of A.S. executive branch, the A.S. General Manager is responsible for the daily personnel function for all A.S. employees. In addition, the A.S. General Manager provides advice and assistance to all A.S. programs and assists clubs/organizations and university programs in understanding the business policies and procedure of Associated Students. The A.S. General Manager also arranges for general student and A.S. employee health, dental, general insurance, legal coverage, and employee retirement benefits.

The A.S. Senate represents the legislative branch of A.S. The student body elects its membership of 22 senators from the academic colleges and the class standings: lower division, upper division, and graduate division. Five standing committees: Academic Affairs, Policies, Internal Affairs, External Affairs and University Affairs provide for review and formulation of all legislative action. The A.S. President and A.S. Vice President are voting members of the Senate.

A.S. also has a judiciary body called the Judicial Court. The Judicial Court comprises five students, and a member of the Senate, who are appointed by the A.S. President and confirmed by the Senate. Its primary function is to rule on constitutional issues, which may arise, from student personnel actions, election activities, club chartering, and similar concerns. The Judicial Court is assisted by the A.S. Attorney General.

The Personnel Board

The A.S. Personnel Board comprises the following individuals: (1) the A.S. President, who serves as Chair; (2) the A.S. Vice President or an A.S. Senator designated by the President; (3) the A.S. Chair of Finance (non-voting); (4) the Vice President for Student Affairs or designated representative; (5) the A.S. General Manager (except when his/her personal employment is

under consideration); (6) the CSUN Associate Vice President of Human Resources or designated representative (non-voting-); (7) the A.S. Chair of Personnel (non-Voting) and (8) A.S. Human Resources Manager (non-voting). Unless noted otherwise, all members have voting privileges.

The A.S. Personnel Board has authority and responsibility for all matters of a personnel nature involving A.S. employees, including policies, employee rights and privileges, and salaries, approval of job descriptions, hiring procedures, salaries and performance reviews. In addition, the Personnel Board reviews and approves all stipends, fees, and other forms of compensation provided to elected officers, student employees and appointed student officials. The Personnel Board also generally seeks to ensure that the A.S. complies with state and federal laws as well as the regulations of the Trustees of the California State University. All policies approved by the A.S. Personnel Board are subject to review and approved by the A.S. Senate. Throughout this manual, duties and authorization are assigned to the Human Resources Manager and General Manager. In the absence or incapacitation of the Human Resources Manager, the General Manager assumes all duties and authority of Human Resources Manager. In the absence or incapacitation of the General Manager, the AS Personnel Board will assume all duties and authorities of the General Manger.

The Personnel Board meets on a monthly basis during the academic year and whenever necessary during the summer session. Meetings are called by the Chair. Special meetings may be called by the Chair or the A.S. General Manager, with due notification to all members. In the absence of the Chair, Personnel Board meetings may be chaired by any other student member.

Meetings of Personnel Board are closed to the public in accordance with the Gloria Romero Open Meeting Act.

The A.S. Personnel Board is responsible for establishing all A.S. positions and it approves written classification specifications for A.S. position. Other responsibilities of the Board are described in this Manual.

WORKING FOR ASSOCIATED STUDENTS

INITIAL EMPLOYMENT PERIOD

The first year of your employment with A.S. is an introductory period of employment. During this period, your supervisor will orient you to your job and to Associated Students. You will be given the necessary forms to fill out, and benefits and policies will be explained to you. Your performance is carefully evaluated during the introductory period to determine whether your qualifications are best suited to your work assignments.

Your “length of employment” dates back to the initial date of your employment, and your status as either an introductory or regular employee will not in any way alter or otherwise affect application of A.S. policy of at-will employment. Moreover, A.S. will continue to evaluate your performance following the introductory period and throughout your employment to ensure your continued adherence to A.S. performance standards and objectives.

During the introductory period, an employee may be rejected from further employment at the sole discretion of the General Manager, in consultation with the A.S. Personnel Board. A two-week notice of rejection during the introductory period will normally be provided to the employee. Notice of rejection during the introductory period may be given at any time during the introductory employment period and is not subject to adverse action procedures.

EMPLOYEE CATEGORIES

Regular Benefited Employees

Regular Benefited Employees are those individuals who are regularly scheduled to work, and who do regularly work, at least 20 hours per week, when the position to which they are assigned is anticipated to be filled for at least 6 months. Benefited employees are eligible to receive A.S. benefits based on the employee’s number of hours worked and the nature and length of the employee’s assignment. Benefited employees are eligible for full benefits which include medical, dental, vision, life insurance; ~~long-term~~ disability; retirement; bereavement leave; holidays; vacation; sick pay; tuition reimbursement, and other benefits identified in this Manual.

Regular Non-Benefited Employees

Regular Non-Benefited Employees are those individuals who work less than 20 hours per week, and may be assigned a work schedule in advance or may work on an as-needed basis.

Non-Benefited Employees are not eligible for most A.S. benefits unless otherwise expressly notified in writing by the Human Resources Manager.

On-Call Positions

Employees employed on an on-call basis are those employees who do not have a regular job assignment or schedule, and are asked to fill in for other employees who are out temporarily. On-call employees are not eligible for most A.S. benefits. When an on-call employee fills in for Regular Benefited Employees, even for many months, the On-call employee does not become a Regular Benefited Employee unless notified in writing by the Human Resources Manager.

Short Term Positions

The A.S. General Manager, in consultation with the A.S. President, may establish positions and may approve temporary appointments to existing positions not to exceed 180 days. Employees in temporary positions are not eligible for A.S. benefits. The General Manager shall report annually to the A.S. Personnel Board appointments made to these positions.

CATEGORIES FOR PURPOSES OF OVERTIME

For purposes of overtime compensation, employees are also classified as either non-exempt or exempt.

Exempt Position

An exempt position is one that is exempt from minimum wage and overtime provisions of the Fair Labor Standards Act of 1938 as amended and the appropriate California Wage Orders. Exempt positions shall be identified in the A.S. Salary Schedule. Exempt employees are not entitled to overtime pay.

Non-Exempt Position

A non-exempt position is one covered by the minimum wage and overtime provisions of the Fair Labor Standards Act of 1938 as amended and the appropriate California Wage Orders. Non-exempt positions shall be identified in the A.S. Salary Schedule.

WORKING HOURS

Generally, A.S. is open for business from 8:00 a.m. to 5:00 p.m., Monday through Friday. A.S. regular workweek is Sunday through Saturday, beginning at 12:01 a.m. on Sunday morning and ending at 12:00 midnight the following Saturday night. Most employees are assigned a work schedule by their supervisor and are expected to begin and end their workday in accordance with their schedule. Daily and weekly work schedules may change from time to time at the discretion of A.S. to meet varying needs of our business.

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

REST AND MEAL PERIODS

All employees in a non-exempt status are authorized and shall take one 15-minute rest break for every four hours worked. This rest break should be taken during the middle of the work period as the work day permits. Rest periods may not be accumulated or added to a lunch period. Rest periods will be scheduled with the supervisor.

A meal period is normally one hour and should be arranged to provide adequate office coverage at all times. All non-exempt employees must take at least a one-half hour unpaid meal period when they work more than five hours per day. When a work period of not more than six (6) hours will complete the day's work schedule, the meal period may be waived by mutual consent of the supervisor and the employee. Employees who work in excess of ten hours in a work day are eligible to receive a second unpaid meal period of 30 minutes. Your work schedule will be determined by your supervisor.

Rest periods shall be counted as time worked while meal periods are not.

LACTATION ACCOMMODATION

Associated Students shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. As far as possible, this break time shall run concurrently with any break time already provided to the employee. Any break time given for this purpose that does not run concurrently with other break time provided (above) shall be unpaid and employees provided with such break time shall record it on their timesheets. Associated Students is not required to provide such break time if it would seriously disrupt operations.

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

OVERTIME

From time to time or as necessary, you may be required to work overtime. Although A.S. will strive to give employees advance notice of the need to work overtime, advance notice is not always possible and employees are expected to make themselves available to complete A.S.

work assignments. Non-exempt employees will be paid one and one-half times their regular rate for all hours worked in excess of eight hours in a work day, over 40 hours in a work week, or for the first eight hours on the seventh consecutive day of work in a work week. Non-exempt employees will be paid two times their regular rate for all hours worked in excess of 12 in a work day or in excess of eight hours on the seventh consecutive day of work in a work week. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted. Exempt employees are not entitled to overtime pay or to compensating time off.

All overtime work must be authorized in advance by your supervisor. Working overtime without prior authorization may result in disciplinary action.

TIME RECORDS

Time sheets are used as a means of accurately recording hours worked and calculating pay. Nonexempt employees must record their actual time worked for payroll and benefit purposes. They do that by recording the time their work begins and ends, as well as the beginning and ending time of each meal period. Nonexempt employees also must record any departure from work for any non-work-related reason.

Exempt employees also may be required to record their time worked, for such reasons as attendance, tardiness, or time off for personal business.

It is your responsibility to sign your time record to certify the accuracy of all time recorded. Any errors in your timecard should be reported immediately to your supervisor, who will attempt to correct legitimate errors. Do not use white-out on timesheets. If a correction is necessary, it should be made by crossing out the error, both the employee and supervisor initialing the change and then adding the appropriate correction. Time sheets must be completed and turned in on a timely basis.

Altering, falsifying, and tampering with time records, and recording time on another employee's time record are prohibited and subject to disciplinary action, up to and including termination of employment.

PUNCTUALITY AND ATTENDANCE

A.S. expects you to report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden your fellow employees and prevent A.S. from meeting its goals. If you cannot avoid being late to work or are unable to work as scheduled, you must contact your supervisor at least one hour before the start of your shift, and each day

thereafter. When you speak to your supervisor, you must inform him or her of the expected duration of any absence. If it is not practical for you to speak with your supervisor when you call, you must leave a message and then call back when your supervisor is available. You also must notify your supervisor of any change in your status as soon as possible.

Excessive absenteeism, early departures, or tardiness may lead to disciplinary action, up to and including termination of employment. Simply notifying your supervisor that you will be absent or tardy does not mean that the absence or tardiness is excused. If you are absent due to illness for three consecutive work days or more, A.S. reserves the right to require a doctor's certificate before you return to work. Unless other arrangements have been made, you should call your supervisor each day that you are absent. Employees who fail to report to work without any notification to the employee's supervisor for three consecutive work days will be considered to have voluntarily terminated their employment with A.S. as of the first day of the unreported absence.

REASSIGNMENTS AND TRANSFER OF BENEFITS

Employees Previously Employed by the University or by Another CSUN Auxiliary

Employees hired by the Associated Students may not transfer any accrued benefits to their AS employment benefits.

A.S. Employee Reassignments

An Associated Students employee may be reassigned to another position in the same classification or another classification appropriate to the employee's qualifications. The reassignment of any employee shall not be effective until approved by the A.S. Personnel Board. Compensation upon re-assignment to another classification shall be determined by the General Manager and approved by the Personnel Board. If a reassignment is due to a grant or special funding the end date will be the date of the conclusion of the grant or funding. The duration of any other reassignment must be approved by the Personnel Board and will not be indefinite.

REDUCTION OF WORK SCHEDULE

The Associated Students may reduce employees' regular work schedule when workload or financial conditions make such a decision appropriate. Such a reduction might be made on a permanent, temporary or regular or intermittent basis. The General Manager, in consultation with the A.S. President and the employee's supervisor, shall make such recommendations to the Personnel Board, based on operational needs and resources available.

If the action is approved on an intermittent basis, such a reduction in the work schedule for an exempt position would result in the temporary re-designation for the position as non-exempt for any work week in which the reduction drops the employee below 40 hours.

Employees may request to reduce their regular work schedule. Such requests shall be considered by the appropriate supervisor based on operational needs. Such requests shall be made in writing and forwarded to the A.S. General Manager with an appropriate recommendation by the supervisor. The General Manager's recommendation will be forwarded to the A.S. Personnel Board for final action. When making such a request, an employee shall be advised of the effect of any such work schedule change on their pay, benefits, and overall employment status with A.S.

OPEN POSITIONS

Each open A.S. position requires a unique procedure in order to fill that position. Generally, however, the A.S. seeks to follow certain minimum procedures when selecting someone to fill an open A.S. position:

1. All job openings, with the exception of temporary positions of less than 180 days' duration, will be posted through the CSUN Office of Human Resource Services. All applications will be submitted to the CSUN Office of Human Resource Services, unless otherwise prescribed by the A.S. Personnel Board.
2. Applications of qualified applicants will be sent to the Human Resources Manager for consideration, and no fewer than three interviews, where there are three or more qualified applicants, will be conducted.
3. The Chair of the Search and Screen Committee, the interviewer or the supervisor shall send to the A.S. General Manager a list in preferential order of persons who are acceptable for the position (but not before the announced period for interviews has elapsed).
4. Recommendations for appointment to all positions will be submitted to the A.S. Personnel Board for final approval. Of those interviewed, the Human Resources Manager or General Manager will advise the unsuccessful candidates that the job has been filled.

COMPENSATION

A.S. endeavors to provide salaries, working conditions and benefits for its employees that are comparable to those provided to employees of CSUN or other CSUN auxiliaries performing substantially similar services. If there is no comparable university position, A.S. seeks to

provide salaries and benefits that are comparable to those prevailing in other educational institutions in the area or educational or commercial operations of a like nature.

Ranges for classifications will be established or amended by Personnel Board upon recommendation by the General Manager and in consultation with human resources classification experts, based on required qualifications, and responsibilities, external market, and comparability with state and other auxiliary positions of similar nature.

Ranges may be adjusted due to changes in market demand or cost of living

The procedure for establishing and amending classification and compensation is available from the Human Resources Manager.

Most new employees and new transfers are appointed to the starting point of the salary range established for the particular position or job classification. However, individuals may be appointed at an advance point on the salary range. When making an advanced appointment, the appropriate point should be determined after considering the type and extent of the candidate's applicable experience, the candidate's special qualifications for the position to be filled, recruitment difficulties if any, and the necessity of meeting salary competition.

Merit-driven increases in compensation will be determined by the Personnel Board, following recommendation from the General Manager and the employee's supervisor in conjunction with the annual performance appraisal process.

SALARY INCREASES

From time to time, non-managerial employees may become eligible for an increase in salary. A.S. has many forms of potential salary increases.

General Salary Increase

A.S. annually considers and may grant an overall salary increase for all positions. The purpose of such increases is to maintain a competitive position relative to the labor market and to insure that A.S. classes encompassing similar work as California State University classes are assigned comparable salaries. Typically, this increase is comparable to that granted to CSU employees and those of other CSUN auxiliaries, but it may vary as a result of labor market indicators, equity among comparable employees, budgetary considerations, and other business-related matters and concerns.

Merit Increases

A Merit increase is a one-step increase awarded to an employee when indicated by his/her performance after completion of one year of employment up to the top step of the position classification's range. The annual performance review is used as a basis to award a Merit. Merit increases are not automatic. The supervisor recommends an employee for a Merit increase. This recommendation is considered by the General Manager and A.S. Personnel Board, which determines whether the MSA shall be granted. The pool of funding available each year for merit increases will be established in the annual budget process.

Bonus

Associated Students has established a merit-based bonus program for its full-time, benefitted staff employees to recognize noteworthy performance as a percentage of each employee's annual pay or a flat dollar amount per employee*. The bonus is defined as a lump sum non-cumulative cash award that does not increase an employee's base salary or salary-based benefits and may be considered taxable income by the state and federal governments. Personnel Board review and approval shall be required of all such payments. Such approval is not subject to grievance. Total funding may not exceed that funding available for staff compensation in the annual budget.

Special Merit Salary Adjustment (SMSA)

SMSA is the award of an additional increase above and beyond the normal merit increase and is designed to recognize and reward employees for outstanding job performance resulting in exceptional contributions to A.S. SMSA's are of an unusual nature and will be provided only after serious consideration of the criteria listed below. An employee may be recommended for an SMSA by the supervisor or the A.S. General Manager. SMSA's are approved by the A.S. Personnel Board upon recommendation by the General Manager.

An SMSA may be awarded to an employee no more than once a year. Upon award, any such adjustment may not exceed 10% and may not exceed the maximum salary rate or the salary range for the classification to which the employee is assigned. To be eligible for consideration for an SMSA, an employee must have received an overall rating of exceeds expectations on the annual performance review report.

Employees who have been recommended for consideration of a SMSA will be further evaluated by the General Manager using the following categories:

- Analytical ability and judgment

- Planning and execution
- Creative thinking
- Ability to effectively handle job pressures
- Leadership exercised outside of normal supervisory responsibilities

The award of an SMSA is contingent upon the approval of funding for the salary adjustment.

Salary Increases for Managerial Employees

Following initial appointment, salary increases for managerial employees shall be determined annually based on considerations of merit and equity and budget. Any salary increases for managerial employees shall be made following appropriate evaluation and consultation and approval by the A.S. Personnel Board, and in some instances with the additional approval of the A.S. Senate.

For the General Manager and Controller, compensation review and approval by the Personnel Board must occur (i) initially upon the hiring of the officer, (ii) whenever the term of employment of the officers is renewed or extended; and (iii) whenever the officer's compensation is modified, except when that modification extends to substantially all employees.

Dual Compensation by Associated Students and by the University or any other CSUN Auxiliary

When employing persons employed by the University or by any other CSUN auxiliary organization, A.S. shall comply with the provisions of the Chancellor's Additional Employment Policy of the California State University and any additional approvals as required by the University.

PAY DAYS

A.S. employees are paid bi-weekly. Pay checks are generally issued every other Friday. When pay day falls on a weekend or holiday, every attempt will be made to have checks available on the closest working day prior to the pay day.

In cases of genuine hardship, and when all other resources have been exhausted, an employee may request a payroll advance on wages already earned. Such requests must be made in writing and approved by the A.S. General Manager. Any employee receiving a pay advance must authorize in writing to have the advance deducted from his or her next pay check following the advance in question.

Employees who may be on vacation or away from the job site with permission for extended time periods may request an advance of earned payroll. All such requests must be in writing and submitted to the A.S. General Manager for review and, as appropriate, approval one week prior to the scheduled departure day.

PAYROLL DEDUCTION

State and federal laws require A.S. to make the proper deductions on the employee's behalf. Amounts withheld vary according to how much each employee earns, marital status, and the number of exemptions. As an example, required deductions may include:

- Federal Income Tax (FIT)
- State Income Tax (SIT)
- Social Security Tax (FICA)
- State Disability Insurance (SDI)
- 403B Employee Contribution

PERSONNEL RECORDS

We keep records concerning your employment, so it is important that your personnel records are accurate and up to date. When you were hired, you provided us with certain information about yourself, and it is important that this information remain current because it enables us to reach you in an emergency, to maintain your benefits properly, and to compute your payroll deductions. Please notify A.S. immediately of any change in your name, address or telephone number, marital status, number of dependents, beneficiary or dependents listed on your insurance policy, or any change in the person that you want us to notify in case of an emergency. All changes must be in writing and must indicate the effective date.

Additionally, employees have the right to review their files upon written request to the A.S. General Manager and during normal business hours. Upon approval by the A.S. General Manager, the employee may review his/her records in the presence of the A.S. General Manager or the General Manager's designated representative.

PERFORMANCE REVIEW

All employees are eligible for periodic performance reviews, which usually take place annually to coincide with the conclusion of the academic and fiscal year. The purpose of periodic performance review is to provide an opportunity to notify employees about the status of their performance. Such reviews also provide an opportunity for discussing problems, solutions, strengths and weaknesses, and department and personal goals. Where performance problems exist, A.S. will endeavor to notify an employee about his or her performance. Such notification gives an opportunity for the employee to improve. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of A.S. Performance Reviews shall be placed in the employee's personnel file upon completion.

Performance appraisers are encouraged to consult with their supervisors or the Human Resources Manager during the review process. Performance reviews will be subject to further review by the reviewer's supervisor if requested by any of the following: the employee; the reviewer; the Human Resources Manager, or the General Manager. Management (MPP) employee reviews will always be reviewed by the reviewer's supervisor.

Introductory period employees will have performance reviews six months and twelve months after their appointment date. A merit increase may be awarded an employee upon successful completion of the introductory period. Subsequent merit increases for such employees will be coordinated with the annual performance review calendar (July-to-June). The Introductory period can be extended for those employees at the discretion of the supervisor, in consultation with the General Manager.

Formal Reviews may be given at times other than annually. Informal discussions regarding an employee's performance are encouraged and may take place at the request of either the employee or supervisor.

EMPLOYEE COUNSELING

All A.S. employees are subject to standards of conduct and satisfactory performance of their assigned duties and responsibilities in conformance with the purposes of Associated Students. Supervisory employees may counsel employees, as appropriate, concerning their conduct and job performance. Supervisory employees may elect to confirm counseling sessions with employees in writing in the performance review documentation containing suggested corrective action necessary on the part of the employee. As appropriate, the review may include a notice to the employee that an adverse action may be taken against the employee should the conduct or job performance not be corrected. Any employee who shall receive such a memorandum of counseling may respond to the memorandum of counseling in writing.

EMPLOYEE BENEFITS

A.S. has established a number of employee benefit programs for its eligible employees. Although this Manual does not describe every feature for each benefit program, it provides a brief overview to acquaint employees with some of the key features.

It is important that employees remember that additional terms, conditions, and limitations regarding program eligibility and benefit entitlement often exist. Official plan documents should be consulted for further information regarding each benefit program. In the case of an actual or apparent conflict between the benefits summaries plan documents, interpretation is at the sole and absolute discretion of Associated Students. A.S. employee benefit plans, and any representative whom the A.S. chooses to assist to carry out its responsibilities under the plans, shall have full discretionary authority to interpret, construe, and administer the plans to make determinations regarding plan participation, enrollment and eligibility for benefits, to evaluate and determine the validity of benefit claims, to resolve any and all claims and disputes regarding the rights and entitlements of individuals to participate in the plans and to receive benefits and payments pursuant to the plans. The decisions of Associated Students and its representatives shall be entitled to maximum deference permitted by law.

In addition, while it is the A.S. present intention to continue these benefits, A.S. reserves the right, whether in an individual case or more generally, to modify, curtail, reduce or eliminate any benefit, in whole or in part, either with or without notice.

Finally, neither the benefit programs nor their descriptions set forth below are intended to create any guarantees regarding employment or continued employment. As noted elsewhere in the Manual, employment relationships are for an indefinite term and subject to the mutual consent of the employee and A.S.

HEALTH BENEFITS

A.S. offers an employer-sponsored health plan for its eligible Regular Benefited employees. Once employees satisfy certain eligibility requirements, they may participate in A.S. benefit program, which includes medical insurance, dental insurance, vision insurance, life insurance, FlexPay benefits and other related programs. Employees working twenty hours or more per week for more than six months shall be eligible to participate in AS sponsored health insurance programs.

To be eligible for A.S. medical benefits, Regular Benefited employees must have been an employee with A.S. for a period of at least one month. During periods of layoff and unpaid

leaves of absence, employees are responsible for maintaining their benefits by paying their portion of any fees or premiums for A.S. benefits.

A.S. provides a comprehensive benefit plan for its employees and their eligible dependents. Please see the Human Resources Manager Human Resources Manager for program benefit details. Eligible employees should check with the Human Resources Manager Human Resources Manager for open enrollment dates.

FLEX PAY BENEFITS

FlexPay is an optional benefit plan that allows you to waive A.S. medical and dental insurance coverage in exchange for cash, provided you have other non-A.S. coverage. If you waive A.S. medical insurance coverage, you will receive additional cash in your paycheck each month, although keep in mind that FlexPay payment is treated as taxable income and will be subject to the same payroll taxes. On the other hand, FlexPay will not be considered as part of your compensation when calculating the amount of any retirement benefits. Please check with A.S. Human Resources Manager Human Resources Manager for current dollar amounts and required forms.

It is important that before you choose FlexPay Benefits, you should make certain that your medical insurance needs are met, because you will be required to certify on the FlexPay Enrollment form that you have alternative non-A.S. medical coverage. Eligible employees should check with the Human Resources Manager for additional terms and conditions of the FlexPay Benefit Plan.

HOLIDAYS

The President of the University establishes the academic work days and holidays for the University, and A.S. normally observes the same holidays. If a designated holiday falls on a Sunday, the following day (Monday) is normally declared as the holiday. If a designated holiday falls on a Saturday, the preceding Friday is normally declared the holiday. When a designated holiday falls on a weekday and classes are still being held, all staff members will be expected to work as usual and a substitute day will be designated. These rescheduled holidays will be posted at the beginning of each calendar year.

To be eligible for holiday benefits, an employee must be a Regular Benefited employee who worked the last scheduled workday before and the first scheduled workday after the observance of the holiday, unless the A.S. General Manager grants an exception before the holiday occurs.

Non-exempt employees who work on an A.S.-recognized holiday shall be paid their straight-time rate of pay for hours actually worked on the holiday, plus the regular holiday pay for the day. Employees receive credit toward overtime only for hours actually worked on holidays.

Holidays that are recognized by A.S. are:

- Labor Day
- Thanksgiving Day
- Admission Day
- Christmas Day
- Columbus Day
- Veteran's Day
- Lincoln's Birthday
- Washington's Birthday
- New Year's Day
- Martin Luther King, Jr. Birthday
- Cesar Chavez Day
- Memorial Day
- Independence Day

****This holiday list may change without prior notice.****

Additional holidays as appointed by the Governor of the State of California may be granted by the A.S. General Manager. .

If a holiday falls during an employee's approved vacation period, the employee will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed. Employees on an unpaid leave of absence for any reason are ineligible for holiday benefits for holidays that are observed during the period they are on leave of absence.

PERSONAL HOLIDAY BENEFIT

Subject to the terms of this policy, eligible Regular Benefited employees will be entitled to a "personal holiday benefit" during each calendar year (January 1 – December 31) of employment with the organization. The personal holiday is considered earned in a calendar year after the employee has completed eight hours of work in that year.

An employee may schedule the day off and receive a regular day's pay for the day, provided the employee has obtained the prior written approval of his or her immediate supervisor. All

accrued but unused personal holiday benefits are paid at the time of separation of employment.

VACATION

A.S. has an established vacation plan for its Regular Benefited employees. The vacation plan is designed to provide eligible employees a period of rest and relaxation away from work without loss of pay or benefits.

Requests for vacation should be made at least one (1) month prior to the date the vacation is to start. If a scheduling conflict develops, preference will be given to the employee who requested the schedule first or by length of service. To request vacation, a request must be completed in writing, signed by you, approved by your supervisor/manager and/or director, and the appropriate copy forwarded to Payroll. A.S. retains the right not to approve vacation at any time and at specified times of the year that absence of the employee would adversely affect normal business operations.

The amount of vacation benefits will be determined based on the benefit schedule described below:

<u>Vacation Table</u>	
Years of Service	Total Days Accrued Per Year
0-3	10
4-6	15
7-25	20
26+	25

Regular benefited employees who work less than 40 hours per week will accrue vacation on a pro-rated basis. Management employees will accrue vacation at the rate of two (2) days per month regardless of years of service.

Accrued vacation cannot be used until completion of the first month of service. Employees are not allowed to use more vacation than they have accrued. Vacation time accrues daily and is posted at the end of each pay period. Employees do not earn vacation pay while they are on an unpaid leave of absence.

The maximum vacation hours that an employee may accrue is shown in the chart below. Once an employee has accrued the maximum amount of vacation pay, the employee will cease

accruing. Employees will resume accruing vacation pay again once they have used some of your accrued vacation pay. All accrued but unused vacation benefits are paid at the time of separation of employment.

Employees may accrue vacation credits without limit until the following maximums have been attained:

<u>Length of Service</u>	<u>Non-Management</u>	<u>Management</u>
10 years or less of service	280 hours	360 hours
More than 10 years of service	400 hours	400 hours

SICK LEAVE

A.S. recognizes that employees need time off for illnesses, medical appointments, and to care for immediate family members with illnesses. The intent of this policy is to be able to provide eligible employees sick pay to meet those employee needs. Employees may use their accrued but unused sick pay for absences from work due to illnesses, and for medical appointments. Employees may also use sick pay for absences to care for the employee’s spouse, registered domestic partner, parent, or children.

Employees of A.S. are responsible for contacting their employer when calling in sick for a day. The employee shall notify their immediate supervisor as soon as possible or within an hour prior to the scheduled reported time. All staff employees are eligible for sick leave following the completion of one month of continuous service.

Regular benefited employees who are scheduled to work 40 hours per week accrue eight (8) hours of sick pay benefits per calendar month, regardless of the number of hours they work during the month. Regular benefited employees who are scheduled to work less than 40 hours per week shall receive sick pay credit on a pro-rated basis. Sick pay accrues daily and is posted at the end of each pay period. Sick pay continues to accrue during any “paid” leave of absence. Sick pay shall not be used prior to the time it is actually accrued, and non-exempt employees’ sick leave must be used in increments of thirty minutes or more. Exempt employees’ sick leave must be used in increments of four hours or more.

Employees should request sick leave 72 hours in advance for scheduled medical, dental appointments, meetings, etc. so that adequate staffing is ensured. Written verification from a doctor or any other healthcare provider that an employee is unable to work may be required for any absence longer than three days. Employees who are absent for longer than three days also are ineligible to return to work until they provide a doctor's release and statement of fitness to return to work. Additionally, three days of absence from the workplace without notification will be deemed job abandonment and may result in your immediate dismissal. If you are (the employee is) unable to communicate and relay a message, then a designated family member can relay your message the day of illness.

Accumulated sick leave may be carried over from one calendar year to the next. There is no limit for accumulated sick leave. Employees are required to use their accrued sick pay during any medical leave of absence. Although A.S. allows you to accumulate sick pay while you are employed, when you leave, no unused sick pay will be paid to you.

CATASTROPHIC LEAVE DONATION PROGRAM

To assist A.S. employees who experience a catastrophic illness and deplete their leave, A.S. has a Catastrophic Leave Donation Program. A.S. employees who accrue sick leave may voluntarily donate sick pay hours to another A.S. employee who is eligible to accrue sick pay and has exhausted all sick pay accruals due to a catastrophic illness or injury. A catastrophic illness is an illness or injury that totally incapacitates that individual from returning to work that is verified by medical certificate with dates of estimated incapacitation.

An employee who wishes to participate in the leave donation program may request solicitation of sick pay hours by completing a written request. If an employee is incapacitated the request may be submitted by a designated family member. Human Resources may then solicit sick pay or publish the request. Employees who wish to donate in increments of hours will be required to complete a Leave Donation Form and submit it to Human Resources. The number of hours a donating employee may donate is determined in part by how many hours the donating employee has accrued. Details on your ability to donate may be secured through the Human Resources Manager.

The donated hours will be transferred to the requesting employee at the end of the pay period. Forms may be obtained from Human Resources. Any unused sick hours are returned to the donor in proportion to their donation. For complete procedures please contact the AS Human Resources Manager

BEREAVEMENT LEAVE

In the event of death in the immediate family of a Regular Benefited Employee, the employee will be allowed up to three paid consecutive working days off to attend the funeral by submitting a request for leave. For purposes of this policy, an employee's immediate family includes his or her current spouse, current registered domestic partner, father, mother, sister, brother, child, current mother-in-law, current father-in-law, grandparents or grandchildren or other significant relationship that is approved by A.S. General Manager or by the Personnel Board.

A.S. requests written verification of the loss of the immediate family member, including but not limited to an obituary, the memorial or funeral program, or similar record. If an employee requires more than three days of pay while on bereavement leave, the employee may use any accrued but unused vacation pay or leave without pay. Non-benefited employees who need time off due to a death in their family may request up to five working days off without pay for bereavement leave.

WORKERS' COMPENSATION INSURANCE

All employees are covered by A.S. Workers' Compensation Insurance. The cost of the insurance is borne by A.S. with no cost to the employee. The purpose of Workers' Compensation is to assist employees who have suffered a job-related injury or illness. If you are injured on the job or incur a work-related illness, please contact your supervisor and Human Resources Manager *immediately* and seek medical treatment and follow-up care as required. Reporting false claims or misrepresenting facts surrounding claims will result in disciplinary action, up to and including termination.

UNEMPLOYMENT INSURANCE

All A.S. employees are covered by unemployment insurance which provides payment to an eligible individual who is unemployed, physically able to work and available to accept and actively seek employment as directed. A.S. pays the entire premium for this insurance for our employees. This system operates under the direction of the State Employment Development Department of the State of California. Former employees eligible for unemployment benefits must apply directly to an Unemployment Insurance Office. Benefits are subject to change without notice by the State Employment Development Department.

STATE DISABILITY INSURANCE

All of our employees are covered under the AS-funded state disability insurance plan which provides benefits in the event you need to miss work due to a non-work-related accident or

illness. Do not confuse this benefit with health insurance. A small percentage of your wages will be deducted each pay period for disability insurance. To apply for state disability insurance benefits, you must file a claim with the State. Benefits will begin from the first day you are hospitalized or after the seventh day of illness or accident if you are not hospitalized.

State Disability insurance provides a portion of the Employee's regular compensation. When receiving State Disability Insurance -- and in the seven-day period prior ~~it does~~ to receiving it, if applicable -- the employee may request coordination of that benefit with any accrued vacation, personal holiday or sick leave to receive additional compensation up to the level of the employee's regular compensation until the employee's accrued vacation, sick leave and/or personal holiday are exhausted.

SOCIAL SECURITY

A.S. employees are covered by Social Security benefits. Social Security costs are borne by both the employee and A.S. It is recommended that applications for Social Security benefits be filed three months prior to the date that benefits are needed. Check with the Social Security Office for details.

CONTRIBUTIONS FOR HEALTH INSURANCE FOR RETIRED EMPLOYEES

Employees who retire in accordance with the retirement scale listed below and are enrolled in the A.S. Health Plan may continue to be eligible for coverage under the A.S. Health Plan in retirement for medical and dental insurance. Associated Students will pay the same employer contribution for retirees as it does for active employees on the day before the employee retires. Complete details of this benefit are described in separate materials which will be provided to you at your request or when you become eligible for this benefit.

- Age 65 with 10 years of service in the retirement plan
- Age 62 with 15 years of service in the retirement plan
- Age 60 with 20 years of service in the retirement plan

In the event of the death of a retired employee, a surviving spouse (here including registered domestic partner) enrolled in the A.S. Health Plan will continue to be covered by such plan if permitted by the insurer. If not permitted, Associated Students will reimburse the surviving spouse the employer's normal contribution or the health coverage cost, whichever is less, with proof of other coverage and payment thereof. A retired employee or surviving spouse enrolled in the A.S. Health Plan at retirement who moves outside of the plan's service area may no longer be covered by such plan. Contact the Human Resources Manager for further

information regarding limits on coverage of employee and dependents. A.S. pays up to the rate annually approved by the Personnel Board.

An employee not enrolled in the A.S. Health Plan at the time of retirement will not be able to enroll or receive the employer's contribution at any time during retirement.

RETIREMENT PLAN

All employees on a half-time (20 hours per week) or more basis may be eligible for participation in the AS retirement plan after completion of six months' continuous service, after working 1,000 or more hours during the year (July 1 through June 30), and only if they are at least twenty-one (21) years of age. Contributions are made annually by A.S. Employees desiring to increase benefits may make voluntary contributions through payroll deductions. Complete details of this benefit are described in separate materials which will be provided to you at your request or when you become eligible for this benefit.

WORK-RELATED SEMINARS

A.S. employees are encouraged to participate in work-related conferences, workshops, and seminars. Requests for time off and/or reimbursement must be made through the immediate supervisor and approved by the A.S. General Manager prior to participation.

Health and Wellness

In the interest of promoting a healthy work force, the Associated Students also offers a subsidy to staff members interested in purchasing a staff membership in the Student Recreation Center. Contact the Human Resources Manager for further information.

TRAINING AND STAFF DEVELOPMENT

It is the policy of A.S. to encourage continued growth and personal development among its employees and their dependents, and the resources of California State University itself should be made available where appropriate. Regular Benefited Employees are eligible to participate in an A.S. Educational Fees Program.

Fee support is limited to the financial equivalent of not more than six (6) regular enrollment units on a semester basis (twice a year). The course(s) to be taken must be approved by the General Manager, or in the case of the General Manager, by the Personnel Board and requested by the immediate supervisor. Classes may be directly related to the employee's position, or related to an approved Career Development Plan. In addition, employees may

wish to take courses for self enrichment and may do so on their own time and will be able to participate in the A.S. Educational Fees Program.

A Course Development Plan is to be filled out and submitted to the A.S. General Manager in each instance indicating the course(s) to be taken, how it is they are of benefit to the performance of the employee, and with the approval of the action by the employee's immediate supervisor. Final approval of the Plan and amendments to it will be considered and approved by the General Manager, or in the case of the General Manager, by the Personnel Board.

A Course Approval Form is to be filed for approval by the supervisor and the A.S. General Manager in each instance indicating the class courses to be taken, from within the previously approved Plan. Payment for the courses is reviewed, executed and approved by the Human Resources Manager.

If classes are taken at another educational institution, the maximum reimbursement will not exceed CSUN's normal fees assessed by the CSU Board of Trustees and any other required student fees, i.e., Associated Students, University Student Union, or activities fees, etc. No books, late fee, credit card, parking or lab fees will be reimbursed, regardless of where the classes are taken.

Work time, up to a maximum of three (3) hours per week, may be requested if the class is not available during non-work hours. If the class is offered only during an employee's scheduled lunch break, that time is not compensated by additional time off. If the employee's schedule can be arranged without undue hardship on the area's operations, the employee's lunch break may be rescheduled.

In a given academic semester or other academic term, when an A.S. employee is eligible for this benefit but NOT utilizing it, that employee may transfer the benefit to a dependent. Here, a dependent means spouse, registered domestic partner, or dependent child, if that person wishes to take a course or courses and use this benefit in the California State University,. Transfer of the benefit to such a dependent must be approved prior to the start of the course by the General Manager. The form for requesting this support is available from the Human Resources Manager.

TAX DEFERRED ANNUITIES

All A.S. employees are eligible for participation in certain prescribed tax deferred annuity programs. Federal tax laws now provide for incentives to save for the future while deferring payment of taxes on those savings until retirement.

If you are interested in learning more about the available programs and the applicable requirements, please make an appointment with the A.S. Human Resources Manager. You should not sign any papers for an annuity through payroll deduction until you have been notified by the A.S. General Manager that your annuity program qualified.

LEAVES OF ABSENCE

A.S. permits leaves of absence for a variety of circumstances. You should notify your supervisor and/or the A.S. General Manager in writing as soon as you become aware that you may need a leave of absence. You must not accept other employment while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at A.S.

In some instances, employees begin a leave of absence just as A.S. is about to address a performance problem or similar issues with an employee. Employees should understand that they have no greater right to a leave of absence, reinstatement upon returning from a leave of absence, or other benefits of employment than if they had continued to work during their leave. For that reason, during a leave of absence, A.S. will decide whether it will hold in abeyance, or whether it will proceed with, any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any employee's request for leave, or that has come to the attention of the A.S. during the employee's leave. If any action is held in abeyance during the leave of absence, A.S. will 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 to observe all A.S. policies, rules, and procedures.

FAMILY AND 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 any 12-month period. Further information on rights and procedures are available from the Human Resources Manager.

Eligible Employees

To qualify for a medical leave or family care leave, an employee must have worked for A.S. for at least 12 months and must have provided at least 1,250 hours of service during the 12-month period prior to beginning each leave.

Reasons for Leave

Eligible employees may take medical leave or family care leave for the following reasons:

- (1) for the birth of a child or the placement of a child with the employee for adoption or foster care;
- (2) to care for a spouse, child, or parent who has a serious health condition; or
- (3) for the employee's own serious health condition if the employee is unable to perform the essential functions of his or her job.

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care in a hospital, hospice or residential health care facility; or (2) continuing treatment or continuing supervision by a health care provider that also requires an absence from work, school or other regular daily activities of more than three days.

Duration of Leave

Eligible employees are entitled to take family care and medical leave of absence up to a combined total of 12 weeks in a 12-month period. Computation of the leave period starts with the first date covered after leave begins. Leave for the birth, adoption or foster placement of a child must conclude within one calendar year of the actual birth, adoption or placement. If both parents work for A.S., the parents' combined leave for the birth or placement of a child may not exceed 12 weeks during any 12-month period.

An eligible employee may take intermittent leave or may work a reduced work schedule for a serious health condition of the employee's child, parent, spouse or of the employee when medically necessary and if certified by a health care provider. If the need for the leave or intermittent leave is foreseeable, the employee should consult with A.S. and make a reasonable effort to schedule any planned treatment in cooperation with A.S., if possible, in order to minimize disruption to the workplace.

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 to make any premium contributions that he or she was required to make prior to taking leave. Premium payments are due monthly and should be made payable to A.S. and delivered to the AS Accounting and Finance Department. If an employee fails to pay his or her portion within 30 days of the due date of a premium, his or her health insurance coverage may be canceled. In such cases, employees will be notified at least 15 days before coverage terminates.

Employees on family care or medical leave do not accrue length of service credit or benefits including holiday pay, while on unpaid leave. Employees will not accrue vacation and sick pay while on leave. Vacation and sick pay will begin accruing when the employee returns to work. An employee who takes a family or medical care leave of absence will not lose any length of service credit earned prior to the commencement of family care or medical leave.

Family care and medical leaves are unpaid. An employee who is granted a family or medical care leave of absence may utilize any accrued but unused paid time off benefits (*i.e.*, vacation and sick leave) during the period of the leave. Any portion of a leave that occurs after all paid time off benefits have been exhausted will be leave without pay.

Any unpaid or paid portions of this family care and medical leave shall be added together and will not extend the 12-week total leave period limitation allowed under the family leave and medical leave policy.

Coordination of Benefits

See "State Disability Insurance" in the Benefits Section for further information about coordinating benefits during Leave.

Notice Requirements

Employees who need to take family care or medical leave should contact the Human Resources Manager as soon as they learn of the need for leave, even when they do not know the precise dates that leave will begin. If leave is foreseeable, at least 30 days' notice is required. For events that are not foreseeable 30 days in advance, but are not emergencies, the employee must give notice within two working days of learning of the need for the leave. If A.S. determines that the notice was inadequate and that the employee knew of the need for leave in advance of the request, it may require the employee to delay his or her leave. If circumstances of the leave change and the employee is able to return to work earlier than indicated, the employee is required to notify Human Resources at least two working days prior

to the date he or she intends to return to work. Similarly, if an employee learns he or she will be unable to return to work on the date previously indicated, the employee is responsible for applying for an extension and furnishing a medical recertification for an extension, prior to the date that the leave expires.

Medical Certification

An employee taking leave for the serious health condition of a family member or for his or her own serious health must provide A.S. with medical certification from a health care provider on an A.S. form, within five (5) business days of A.S. request. Failure to provide a satisfactory medical certification may result in the denial of leave.

In cases of a leave for the serious condition of an employee, A.S. may require the medical opinion of a second health care provider at its own expense, chosen by it to substantiate a medical certification. If the second opinion is different from the first, A.S. may require the opinion of a third health care provider (also at its own expense) jointly approved by both A.S. and the employee. The opinion of the third health care provider will be binding on both A.S. and the employee.

If an employee requests an extension of leave beyond the time estimated by the health care provider, A.S. will require recertification of the employee's or the family member's serious health condition. A.S. also requires employees taking leave for their own serious health condition to present a fitness-for-duty certification before return to work. Generally, in no event will a leave be extended beyond the maximum 12-week period. Such an extension must be approved by the Personnel Board.

Outside Employment

You may not be employed with any employer, other than A.S., during your leave of absence. Outside employment during your leave will result in immediate termination.

Reinstatement

When an employee is able to return to work, he or she should give A.S. at least two (2) weeks' notice. This is important so that the employee's return to work is properly scheduled.

Under most circumstances, A.S. will reinstate employees to their former or equivalent position if they return from leave within 12 weeks. Exceptions, however, may occur as permitted by law. For example, A.S. cannot guarantee reinstatement if the employee is a salaried employee and among the highest paid ten percent of all employees within a 75 mile radius and reinstatement would cause substantial and grievous economic injury, or if the employee

would have been subject to lay off or job elimination had the employee not taken leave. Employees should also understand that they have no greater right to reinstatement or to other benefits of employment than if they had continued to work during their leave.

Employees who do not return to work immediately upon the expiration of an approved leave of absence or within the maximum period allowed for the family and medical leave will be considered to have voluntarily terminated from A.S.

PREGNANCY LEAVE

All employees are eligible to take an unpaid leave of absence for their own disability caused by pregnancy, childbirth or related medical conditions.

Duration of Leave

Pregnancy-related disability leave may be taken for the duration of the disability up to 4 months for each pregnancy. At the end of the employee's period of pregnancy disability (not to exceed 4 months), employees who are also eligible for a family care and medical leave, as described above, may take a leave up to 12-weeks for reasons of the birth of her child. The maximum possible combined leave for both family care and medical leave and pregnancy disability leave for the reason of the birth of the child is 4 months and 12 weeks. This assumes that the employee is disabled by childbirth or related medical conditions for 4 months and then requests, and is eligible, for a 12-week family leave for the reason of the birth of her child. Pregnancy-related disability leave is counted towards an employee's FMLA entitlement.

Transfer and Accommodation

An employee is also entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability so long as (1) the employee requests the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and (2) the request can be reasonably accommodated by A.S. Employees who are transferred to accommodate a pregnancy-related disability possess the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

A.S. may also require an employee to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate an employee's need for intermittent leave or a reduced work schedule.

Benefits during Leave

Employees on a pregnancy-related disability leave do not accrue length of service credit or benefits including holiday pay, while on unpaid leave. Employees will not accrue vacation and sick pay while on unpaid leave. Vacation and sick pay will begin accruing when the employee returns to work. An employee who takes a pregnancy-related disability leave of absence will not lose any length of service credit earned prior to the commencement of her leave. Continuation of health benefits applies to this leave. Please see your Human Resource Coordinator for further details.

Coordination of Benefits

Pregnancy-related disability leaves are unpaid. An employee who is granted a pregnancy-related disability leave may elect to use any accrued but unused paid time off benefits (i.e., sick leave, then followed with vacation or Personal Holiday) during the period of the leave. Any portion of a leave that occurs after all paid time off benefits have been exhausted is without pay. Any unpaid or paid portions of this policy shall be added together and will not extend the four-month total leave period limitation allowed under this pregnancy-related disability leave policy.

Medical Certification

An employee requesting pregnancy-related disability leave must provide medical certification that she is disabled by pregnancy. Medical certification is required under the same conditions as is required for family care and medical leaves of absence, as described above. An employee taking a pregnancy-related disability leave must present a release to return to regular or fitness for duty certification before returning to work.

Notice

Employees should contact their supervisor as soon as they learn that they will need a pregnancy-related disability leave, even when they do not know the precise dates that such leave will begin.

Employees must provide at least 30 days' notice when the need for pregnancy-related disability leave is foreseeable. If the need for leave is not foreseeable, notice must be given to A.S. within two business days of learning of the need for the leave.

Employees must indicate the estimated timing and duration of the leave and make a reasonable effort to schedule any planned medical treatment so as to minimize the disruption of A.S. activities.

If an employee requests an extension of leave beyond the time estimated by the health care provider, the employee must submit a recertification prior to the expiration date if the employee desires additional leave. Extensions will not be granted that cause the total period of the pregnancy-related disability leave to exceed the four-month limitation.

Outside Employment

You may not be employed with any employer, other than A.S., during your leave of absence. Outside employment during your leave will result in immediate termination.

Reinstatement

When an employee is able to return to work, he or she should give A.S. at least two (2) weeks' notice. This is important so that the employee's return to work is properly scheduled.

Under most circumstances, A.S. will reinstate employees to their former or equivalent position if they return from leave within four months. Exceptions, however, may occur as permitted by law. Employees should understand that they have no greater right to reinstatement or to other benefits of employment than if they had continued to work during their leave.

For example, an employee will not be reinstated to the same position where (1) she would not otherwise have been employed in the same position due to legitimate business reasons unrelated to her taking leave (such as layoff or job elimination), or (2) the means of preserving the job would substantially undermine A.S. ability to operate its business safely and efficiently. In such cases, the employee will be placed in a comparable position for which the employee is qualified unless (1) no comparable position is available within ten working days of the employee's return to work, or (2) filling the comparable position with the employee would substantially undermine A.S. ability to operate its business safely and efficiently. Employees who fail to return to work at the conclusion of their approved leave or within the maximum period allowed for the leave will be considered to have voluntarily terminated from A.S.

PERSONAL LEAVE OF ABSENCE

After an employee has completed at least one year of continuous employment, an unpaid personal leave of absence for a specified period of time that is no longer than 30 days may be granted, at A.S. discretion. Requests for a personal leave of absence must be presented in writing to the Human Resources Manager at least 30 days in advance, whenever possible. Your request will be considered on the basis of our staffing requirements, the reasons for the leave, as well as your performance and attendance record.

Employees on a personal leave of absence do not accrue length of service credit or benefits, including holiday pay. Vacation and sick pay will begin accruing when the employee returns to work. An employee who takes a personal leave of absence will not lose any length of service credit earned prior to the commencement of the leave.

A.S. will not pay insurance premiums while an employee is on a personal leave of absence. Should you desire to maintain insurance coverage while on a personal leave of absence, you will have the option of continuing your insurance coverage by paying the monthly insurance premiums.

Before you return to work, you should notify the Human Resources Manager when you are ready to return to work at least two weeks before the expiration of your leave. The Human Resources Manager will notify you if an opening exists. A.S. cannot guarantee reemployment to employees returning from a personal leave of absence.

The following will be deemed a voluntary resignation while you are on a personal leave of absence:

- (1) Failure to advise A.S. of your availability to work;
- (2) Application for unemployment benefits;
- (3) Obtaining another position;
- (4) Engaging in another business;
- (5) Failure to return to work when notified; or
- (6) Your continued absence from work beyond the time approved by A.S..

MILITARY LEAVES

Military leaves of absence are granted in compliance with federal and state law. You must provide A.S. with as much notice of your leave as possible. If advanced notice is precluded due to security reasons or because there is an emergency call-up, you must contact the A.S. General Manager immediately upon receiving military approval to do so.

Military leave will be granted for training, duty, or reserve service. Leave is granted without pay, although employees may draw upon vacation time to cover period of absence. An approved absence without pay that is no longer than two weeks is granted without interruption of benefits. An unpaid absence that is longer than two weeks will be governed by A.S. personal leave of absence policy with regard to the accrual and continuation of benefits. Please see Human Resources if you have any additional questions.

JURY DUTY

A.S. supports employees in fulfilling their civic obligations. If an employee is called to serve on jury duty, the employee is requested to provide his /her supervisor with written notice as soon as possible. Verification of actual service for jury duty shall be provided by the employee when requested by his/her supervisor.

Employees are required to provide at least two weeks' notice of jury duty. All Regular Benefited Employees are eligible to be paid their regular wages while on jury duty up to a maximum of 10 working days each calendar year. An employee may elect to use vacation or CTO to cover any additional time off. Non-Benefited Employees shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.

WITNESS DUTY

An employee who is required to appear to testify as a witness in any proceeding may take unpaid time off for such purpose provided he or she gives reasonable notice to his or her supervisor. Vacation may also be used for this purpose. Weekly salaries of exempt employee will not be reduced for time spent on witness duty if the exempt employee works any portion of the work week.

TIME OFF TO VOTE

Employees who are unable to vote during non-work hours may arrange in advance to take up to two hours off from work with pay to vote in a general, direct primary or presidential primary election. In order to qualify, you must obtain approval from your supervisor at least two working days in advance.

ORGAN/BONE MARROW DONOR LEAVE

An employee who has chosen to donate an organ or bone marrow may have up to five (5) business days for a bone marrow donation, and up to thirty (30) business days for an organ donation, within a one-year period. The one-year period is twelve consecutive months measured from the leave start date.

EMPLOYMENT RELATIONSHIP

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

A.S. is an Equal Employment Opportunity employer. Equal Employment Opportunity has been, and will continue to be, a fundamental principle at A.S., where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, gender, age, national origin, ancestry, pregnancy, physical or mental disability, medical condition, sexual orientation, marital status, veteran status, military status, political affiliation, or other category protected by federal, state and local law.

A.S. is also committed to assisting employees in performing the essential functions of their jobs by providing reasonable accommodations for any known physical or mental disability for which an employee requests accommodation, unless undue hardship would result.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment. Anyone who has a question or a concern about discrimination in the workplace should bring his or her concerns to the attention of a Supervisor, the Human Resources Manager or the General Manager. Employees may raise concerns and make complaints without fear of reprisal. Anyone found to be engaging in any type of discrimination or retaliation will be subject to disciplinary action up to and including termination of employment.

ANTI-HARASSMENT POLICY

BASED ON 2016

REVISED DFEH REGULATIONS

Policy Against Harassment (for Auxiliaries)

The [Auxiliary] is committed to providing a work and educational environment that is free of sexual harassment, as well as other unlawful harassment based on such factors as race, color, creed, religion, ancestry, sex, gender, gender identity, gender expression, genetic information, pregnancy, sexual orientation, age, medical condition, military service, veteran's status, marital status, national origin, physical or mental disability, or any other status protected by federal, state or local laws. In keeping with this commitment, the [Auxiliary] maintains a strict policy that prohibits unlawful harassment of employees, applicants, unpaid interns, volunteers, and others by managers, supervisors, or co-workers, and unlawful harassment of students by employees of the [Auxiliary], as well as by teachers, coaches,

counselors and peer advisors. Visitors to the campus, and workers employed by the University, by other auxiliaries, or by other public or private organizations engaged in business with the [Auxiliary], are expected to comply with this policy. The purpose of this policy is to: (1) familiarize the [Auxiliary]’s employees with the definition of unlawful harassment and the forms it can take; (2) confirm that unlawful harassment will not be tolerated and is contrary to the standards of conduct expected and required of the [Auxiliary]’s employees; and (3) make clear that employees who engage in unlawful harassment are subject to disciplinary action which may include discharge.

Definition of Harassment

For the purposes of this policy, unlawful harassment means harassment on the job that is in fact prohibited by provisions of state or federal law applicable to the [Auxiliary] at the time the harassment occurs. Subject to this general definition, unlawful harassment may include unwelcome verbal, physical or visual conduct that unreasonably interferes with an employee’s or student’s performance, or that creates an intimidating, offensive or hostile working or educational environment. This may occur where:

1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual’s employment or education.
2. Submission to or rejection of the conduct by the individual is used as the basis of employment or educational decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual’s work performance or of creating an intimidating, hostile or offensive work or educational environment.

Under most circumstances, harassment refers to the type of conduct that is pervasive, repetitive, and that is sufficiently severe to alter the conditions of an employee’s employment or a student’s education or employment. It also may refer to a single incident that is sufficiently outrageous or harmful, in and of itself, that it substantially alters the conditions of an employee’s employment or interferes with that individual’s ability to perform job related responsibilities. No employee, intern, volunteer, or applicant should be subjected to unsolicited and unwelcome sexual overtures, nor should any employee or applicant be led to believe that an employment opportunity or benefit will in any way depend upon “cooperation” of a sexual nature.

Employees also should not confuse harassment with supervision. Supervisors have the right and responsibility to define the job that they want an employee to perform, as well as the manner in which an employee must perform that job. Thus, close supervision of an employee (which includes, but is not limited to, counseling and warnings about job performance, inappropriate conduct, or other performance issues) is not considered to be an example of unlawful harassment.

Examples of Harassment

Harassment may take many forms and will vary with the particular circumstances. Examples of unlawful sexual harassment prohibited by this policy may include, but are not limited to, the following: unwanted flirtations, advances and/or propositions of a sexual nature; deprecating remarks, insults, humor, jokes and/or anecdotes that belittle or demean an individual’s body or clothing; unwelcome and/or offensive displays of sexually suggestive objects or pictures; unwelcome and offensive touching, such as patting, pinching, hugging or repeated brushing against an individual’s body; sexual assault; and/or suggestions that submission to or rejection of sexual advances will affect decisions regarding such matters as an individual’s work assignments, status, salary, benefits or other terms or conditions of employment.

Conduct that is part of a consensual relationship is not considered harassment. Nevertheless, a prior consensual relationship does not permit subsequent unwelcome or unwanted harassment. Sexual harassment also can occur between employees, applicants, interns, or volunteers of the same or different genders. It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females.

Other Prohibited Discrimination and Harassment

The [Auxiliary] also prohibits harassment or discrimination on the basis of race, color, creed, religion, ancestry, sex, gender, gender identity, gender expression, genetic information, pregnancy, sexual orientation, age, medical condition, military service, veteran's status, marital status, national origin, physical or mental disability, or any other status protected by federal, state or local laws. Such prohibited activity includes, but is not limited to, the following examples of offensive conduct:

- Verbal conduct such as threats, epithets, derogatory comments or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings or gestures;
- Written communications containing statements which may be offensive to individuals in a particular protected group, such as racial or ethnic stereotypes; or
- Continually treating employees in a protected class differently from others, e.g., singling employees out for harsh treatment or engaging in a campaign of negative treatment toward an employee or group of employees because of a protected characteristic.

Reporting and Complaint Procedure

Employees, applicants, interns, volunteers, and students are encouraged to report incidents of inappropriate or unwelcome conduct whenever it occurs. Employees and students are not required to wait for the conduct to be repeated or to worsen. Any incident of unlawful harassment, by any [Auxiliary] employee or any other person, should be reported promptly to the employee's supervisor or manager and/or to Human Resources, who will arrange for an investigation of the matter. Supervisors and managers who receive complaints or who observe harassing conduct are required to immediately inform the office of Human Resources. An employee, intern, volunteer, or student may contact Human Resources directly and is not required to complain first to his or her supervisor.

All complaints of unlawful harassment are taken seriously, and are promptly and objectively investigated. For example, an investigation may include interviews of individuals who might have information pertaining to the alleged harassment. If the [Auxiliary] begins an investigation, we will endeavor to keep the investigation confidential to the extent possible, including the names of complaining employees and witnesses. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the [Auxiliary] will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action.

When the investigation has been completed, the [Auxiliary] will normally communicate the results of the investigation to the complaining employee or student, to the alleged harasser and, if appropriate, to others who are directly involved. If the [Auxiliary]'s policy against harassment is found to have been violated, appropriate remedial and corrective action, up to and including termination, will be taken against the alleged harasser so that further

harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

No Retaliation

It is the obligation of all employees to cooperate fully in the investigation process. In addition, disciplinary action may be taken against any employee who is uncooperative or who attempts to discourage or prevent an employee from using the [Auxiliary]'s complaint procedure to report unlawful harassment. Retaliation by a [Auxiliary] employee against any individual who makes a complaint of unlawful harassment is strictly prohibited. Similarly, any person who participates or cooperates in any manner in an investigation or any other aspect of the process described herein shall not be retaliated against. Retaliation is itself a violation of this policy and is a serious offense. Complaints regarding allegations of reprisal should be immediately brought to the attention of the Office of Human Resources.

Corrective Action

If unlawful harassment of, or by, a [Auxiliary]'s employee, applicant, intern, volunteer, or student is established, the [Auxiliary] will take remedial and corrective action that is reasonably calculated to stop the harassment. In cases in which the alleged harasser is not an employee or student, the [Auxiliary] will take action to minimize the recurrence of any unlawful behavior.

Discipline that the [Auxiliary] 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.

Additional Information

In addition to the [Auxiliary]'s internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission ("EEOC") or the California Department of Fair Employment and Housing ("DFEH") to report unlawful harassment. The EEOC and the DFEH serve as neutral fact-finders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources, or you may contact the nearest EEOC or DFEH office.

A.S. is committed to providing a work and educational environment that is free of sexual harassment, as well as other unlawful harassment based on such factors as race, color, religion, sex, gender, age, national origin, ancestry, pregnancy, physical or mental disability, sexual orientation, marital status, veteran status, military status, political affiliation, or medical condition. In keeping with this commitment, A.S. maintains a strict policy that prohibits unlawful harassment of employees by managers, supervisors, or co-workers, and unlawful harassment of students by any A.S. employee. Visitors to the campus, and workers employed by the University, by other auxiliaries, or by other public or private organizations engaged in business with A.S., are expected to comply with this policy.

The purpose of this policy is to: (1) familiarize A.S. employees with the definition of unlawful harassment and the forms it can take; (2) confirm that unlawful harassment will not be tolerated and is contrary to the standards of conduct expected and required of A.S. employees; and (3) make clear that employees who engage in unlawful harassment are subject to possible disciplinary action which may include discharge.

Definitions of Harassment

For the purposes of this policy, unlawful harassment means harassment on the job that is in fact prohibited by provisions of state or federal law applicable to the Association at the time the harassment occurs. Subject to this general definition, unlawful harassment may include unwelcome verbal, physical or visual conduct that unreasonably interferes with an employee's or student's performance, or that creates an intimidating, offensive or hostile working or educational environment. This may occur where:

1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment or education.
2. Submission to or rejection of the conduct by the individual is used as the basis of employment or educational decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile or offensive work or educational environment.

Under most circumstances, harassment refers to the type of conduct that is pervasive, repetitive, and that is sufficiently severe to alter the conditions of an employee's employment or a student's education or employment. It also may refer to a single incident that is sufficiently outrageous or harmful, in and of itself, that it substantially alters the conditions of an employee's employment or interferes with that individual's ability to perform job-related responsibilities.

Employees also should not confuse harassment with supervision. Supervisors have the right and responsibility to define the job that they want an employee to perform, as well as the manner in which an employee must perform that job. Thus, close supervision of an employee (which includes, but is not limited to, counseling and warnings about job performance, inappropriate conduct, or other performance issues) is not considered to be an example of unlawful harassment.

Examples of Harassment

Harassment may take many forms and will vary with the particular circumstances. Examples of unlawful sexual harassment prohibited by this policy may include, but are not limited to, the following: unwanted flirtations, advances and/or propositions of a sexual nature; deprecating remarks, insults, humor, jokes and/or anecdotes that belittle or demean an individual's body or clothing; unwelcome and/or offensive displays of sexually suggestive objects or pictures; unwelcome and offensive touching, such as patting, pinching, hugging or repeated brushing against an individual's body; sexual assault; and/or suggestions that submission to or rejection of sexual advances will affect decisions regarding such matters as an individual's work assignments, status, salary, benefits or other terms or conditions of employment.

Conduct that is part of a consensual relationship is not considered harassment. Nevertheless, a prior consensual relationship does not permit subsequent unwelcome or unwanted harassment.

Reporting and Complaint Procedure

Employees and students are encouraged to report incidents of inappropriate or unwelcome conduct whenever it occurs. Employees and students are not required to wait for the conduct to be repeated or to worsen. Any incident of unlawful harassment, by any A.S. employee or any other person conducting business with the Association, should be reported promptly to the employee's supervisor or the A.S. General Manager and/or to the Human Resources Manager, who will arrange for an investigation of the matter. If this does not accomplish the desired effect of stopping or eliminating the harassment, an employee may utilize the Complaint Procedures as outlined in this manual. Managers who receive complaints or who observe harassing conduct are required to immediately inform the Human Resources Manager. An employee or student may contact the General Manager directly and is not required to complain first to his or her supervisor.

All complaints of unlawful harassment are taken seriously, and are promptly and objectively investigated. For example, an investigation may include interviews of individuals who might have information pertaining to the alleged harassment. If A.S. begins an investigation, we will endeavor to keep the investigation confidential to the extent possible, including the names of complaining employees and witnesses. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why A.S. will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action.

When the investigation has been completed, A.S. will normally communicate the results of the investigation to the complaining employee or student, to the alleged harasser and, if appropriate, to others who are directly involved. If A.S. policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

No Retaliation

It is the obligation of all employees to cooperate fully in the investigation process. In addition, disciplinary action may be taken against any employee who is uncooperative or who attempts to discourage or prevent an employee from using A.S. complaint procedure to report unlawful harassment. Retaliation by an A.S. employee against any individual who makes a complaint of unlawful harassment is strictly prohibited. Similarly, any person who participates or cooperates in any manner in an investigation or any other aspect of the process described herein shall not be retaliated against. Retaliation is itself a violation of this policy and is a serious offense. Complaints regarding allegations of reprisal should be immediately brought to the attention of the A.S. General Manager or the A.S. Human Resources Manager.

Corrective Action

If unlawful harassment of, or by, an A.S. employee is established, the Association will take action that is reasonably calculated to stop the harassment. In cases in which the alleged harasser is not an employee or student, A.S. will take action to minimize the recurrence of any unlawful behavior.

Discipline that A.S. or the University may impose on employees for behavior that violates this policy (or for other unprofessional conduct by an A.S. employee) 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.

Additional Information

In addition to A.S. internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission ("EEOC") or the California Department of Fair Employment and Housing ("DFEH") to report unlawful harassment. The EEOC and the DFEH serve as neutral fact-finders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the A.S. General Manager, A.S. Human Resources Manager, or you may contact the nearest EEOC or DFEH office.

Whistleblowers Policy

When employees notify an appropriate government or law enforcement agency that they have reason to believe their employer is violating a state or federal statute, or violating or not complying with a state or federal rule or regulation, those employees are protected from retaliation. Indeed, AS has a strict policy that prohibits retaliating against employees who make such reports and that prohibits retaliating against employees who have made such reports while employed in any former employment. AS also does not permit retaliation against an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

If you have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by AS, we encourage you to report it immediately to your supervisor, your department manager, the Human Resources Manager Human Resources Manager or to the General Manager. Alternatively, you may contact the California State Attorney General's Whistleblower Hotline at 1-800-952-5225. The Attorney General will refer your call to the appropriate government authority for review and possible investigation.

NATURE OF EMPLOYMENT

During the course of your employment, you are free to leave A.S. employment at any time for any reason, and A.S. reserves a similar right. Thus, employment with A.S. will last only as long as both A.S. and you mutually consent. In fact, every aspect of your employment relationship with A.S. may continue only so long as there is such mutual consent. Moreover, A.S. reserves its inherent authority to manage and control its business enterprise and to exercise its discretion to determine all issues pertaining to your employment, including (but not limited to) all matters pertaining to promotion, salary, job assignment, the size of the workforce, demotion, transfer, and discipline. No one other than the A.S. General Manager, or his designee, has the authority to alter this arrangement, to enter into an agreement for employment for a specified period, or to make any agreement contrary to this policy. Furthermore, any agreement which alters the nature of employment must be in writing and must be signed by the A.S. General Manager and you.

CONFLICT OF INTEREST

In General

A.S. expects our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of A.S. Business dealings that appear to create a conflict between the interests of A.S. and an employee are unacceptable. A.S. recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that A.S. may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (*i.e.*, spouse, domestic partner, significant other, children, parents, siblings, or other close relationship) as a result of A.S. business dealings. Overall, employees are expected to represent A.S. in a positive, ethical, and loyal manner.

For these reasons, employees should not engage in, directly or indirectly, either on or off the job, any conduct that is disloyal, disruptive, competitive, or damaging to A.S. Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact their immediate supervisor or A.S. Human Resources Manager to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.

In addition, the Associated Students, in consultation with the California State University, Northridge, Vice President for Administration and Finance or designee, shall annually identify designated employees. Such employees shall disclose economic interests, based on the judgment of the relative decision-making authority of each designated employee, in accordance with the AS Policy and Procedure on Conflict of Interest.

A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

Financial Interest in Other Business

An employee and his or her immediate family may not own or hold any significant interest in a supplier, customer or competitor of A.S., except where such ownership or interest consists of securities in a publicly owned company and that securities are regularly traded on the open market. If an employee is concerned or unsure whether he or she holds a financial interest that is in violation of this policy, the employee should contact the A.S. General Manager immediately for clarification.

Acceptance of Gifts

No employee may solicit or accept gifts, lavish entertainment or other benefits from potential and actual customers, suppliers or competitors. Special care must be taken to avoid even the impression of a conflict of interest.

An employee may entertain potential or actual customers if such entertainment is consistent with accepted business practices, does not violate any law or generally accepted ethical standards and the public disclosure of facts will not embarrass A.S. Any questions regarding this policy should be addressed to the A.S. General Manager.

A.S. employees must agree to follow A.S. rules and policies regarding conflicts of interest. Employees also have a duty to disclose any potential conflict of interest to the A.S. General Manager. The A.S. General Manager or a designee will investigate the matter to determine if a conflict of interest exists. If a conflict does exist, steps will be taken to remove the employee from any decision making process or further involvement regarding the matter. Failure to adhere to the conflict of interest policy may result in disciplinary action, up to and including termination.

Work Product Ownership

All A.S. employees must be aware that A.S. retains legal ownership of the product of their work. No work product created by an employee during working hours or by using A.S. equipment, supplies, facilities, or trade secrets may be claimed, construed, or presented as property of the individual, even after employment by A.S. has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for A.S., regardless of whether the intellectual property is actually used by A.S. Although it is acceptable for an employee to display and/or discuss a portion or the whole of certain work product as an example in certain situations (*e.g.*, on a resume, in a freelancer's meeting with a prospective client), one must bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that A.S. work product is the sole and exclusive property of A.S. Freelancers and temporary employees must be particularly careful in the course of any work they discuss doing, or actually do, for a competitor of A.S.

CONFIDENTIAL NATURE OF WORK

It is the policy of A.S. to ensure that the operations, activities and business affairs of A.S., its employees, customers, suppliers and vendors are kept confidential and divulged only to

individuals within A.S. with both a need to know and authorization to receive such information. Confidential information obtained through employment with A.S. may not be used for the purpose of furthering either current or future outside employment or for obtaining personal gain or profit. If, during the course of your employment, you acquire confidential or proprietary information about A.S., its employees, independent agents, or clients, such information is to be handled in strict confidence and may not be discussed with anyone not employed with A.S. Employees are also responsible for the internal security of such information. If you are in doubt as to whether certain information may be divulged, you should not disclose the information. Of course, if you have any questions, you should discuss them with your supervisor.

All records and files maintained by A.S. are confidential and remain the property of A.S. Records and files are not to be disclosed to any outside party without the express permission of the A.S. General Manager. Confidential information includes, but is in no way limited to: financial records; business, marketing, and strategic plans; personnel and payroll records regarding current and former employees; the identity of, contact information for, and any other account information on customers, vendors, and suppliers; inventions, programs, trade secrets, formulas, techniques, and processes; and any other documents or information regarding A.S. operations, procedures, or practices. Confidential information may not be removed from A.S. premises without express authorization.

Employees who violate this policy of confidentiality are subject to disciplinary action, up to and including, termination of employment. Moreover, A.S. reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

OPEN DOOR

A.S. promotes ongoing open communications among its employees and management. We believe that good communication is essential to the well-being of A.S. as an organization, and that problems, questions, concerns, or complaints that are left unresolved negatively impact our work and our environment. If you have a question, concern, or complaint of any kind, you are urged to bring it immediately to the attention of your supervisor. Alternatively, if you believe that your immediate supervisor is not the appropriate person with whom to raise the concern, you may raise it with a manager, the General Manager, or the Human Resources Manager without fear of reprisal.

COMPLAINT RESOLUTION

If there is anything bothering you about your job, get it out in the open and talk about it. Discuss it frankly with us and we will do everything we can to help you remedy the situation. Your complaint will be handled in an open and fair manner. Rejection during the introductory period is not considered an adverse action and, thus, is not subject to grievance under this Complaint Resolution process.

Generally, the complaint procedure provides for three formal levels of review, except for persons reporting directly to the A.S. General Manager. Such individuals shall have two levels of review. Of course, employees who feel that a particular concern should be elevated directly to a higher level or cannot be properly addressed by the immediate supervisor, should consult directly with the Human Resources Manager or the General Manager.

The time limits in this procedure are intended as the most recent guidelines for addressing employee concerns. You should endeavor at all time to bring your concerns to the attention of management at your earliest opportunity. Also, employees may seek the assistance of other employees in preparing and presenting their concerns for review.

Initiating a Complaint

A formal complaint should be submitted in writing within thirty (30) working days after the employee has discovered or reasonably could have discovered the action giving rise to the complaint. Formal complaints will not be honored, absent extraordinary circumstances, more than one calendar year following the action being complained of. The Complaint Review Request form shall be completed in its entirety at all levels of review. If at any time in the proceedings it is determined that the employee is not entitled to use this procedure, or that the matter complained of is outside the scope of this procedure, the Complaint Review Request shall be returned to the employee with a written explanation and the proceedings shall be terminated.

Level I

If after informal discussions with the immediate supervisor, the employee believes that the potential complaint has not been resolved, the employee may submit a Complaint Review Request to their immediate supervisor to whom the employee is administratively accountable. A copy of the Complaint Review Request shall be sent to the A.S. General Manager. Either the employee or the immediate supervisor may request a meeting to discuss the complaint. The immediate supervisor may make such independent inquiry regarding the complaint as the immediate supervisor deems appropriate. Subsequent to reviewing all relevant materials, the immediate supervisor will, in most but not all instances, render a written decision within ten

(10) business days of the meeting, or if no meeting is held, within ten (10) business days from the time the immediate supervisor received the Complaint Review Request. The decision shall be given to the employee and the A.S. General Manager.

Level II

If the employee does not agree with the decision reached at the first level of review, the employee may pursue the complaint by filing a second level Complaint Review Request with the A.S. General Manager. A second level review request must be received by the General Manager within ten (10) business days of the employee's receipt of the first level decision. The General Manager shall conduct the second level of review. The General Manager or the employee filing the request may request a meeting to discuss the complaint. In addition, the General Manager may make such independent inquiry regarding the complaint as the General Manager deems appropriate. Subsequent to reviewing all relevant materials, the General Manager will render a written recommendation, in most but not all instances, within ten (10) business days of the meeting, or if no meeting is held, within ten (10) business days from the time the General Manager received the Complaint Review Request. The recommendation shall be given to the employee and the Chair of the A.S. Personnel Board.

Level III

If the employee does not agree with the recommendation rendered at the second level or review, the employee may file a third level Complaint Review Request with the A.S. Personnel Board. A third level review request must be received by the A.S. General Manager within ten (10) business days of the employee's receipt of the recommendation of the second level. The A.S. Personnel Board shall make such additional inquiry regarding the complaint as the Board deems appropriate. Within twenty (20) business days or more after receiving the second level recommendation and/or a third level Complaint Review Request, the Board shall render a decision in writing to the employee with a copy to the appropriate immediate supervisor. The decision of the A.S. Personnel Board is final.

EMERGENCY SUSPENSION

The A.S. General Manager or his/her designee may suspend an employee, with or without pay depending on the circumstances, while the matter is under investigation. An employee served with a Notice of Adverse Action pursuant to this provision may then utilize the adverse action procedures as specified above as appropriate. In those instances where the investigation determines that an adverse action is not appropriate, the employee may be returned to active duty status. A determination as to whether the suspension of an employee pursuant to these procedures shall be with or without pay shall be made by the A.S. General Manager.

STANDARDS OF CONDUCT

EMPLOYMENT OF RELATIVES

Employees' relatives will not be eligible for employment with A.S. where potential problems of supervision, safety, security, or potential conflicts of interest exist and cannot be mitigated. For purposes of this policy, "relatives" include a spouse, child, parents, sister, brother, in-laws, step parents, step siblings, step children, or any person involved in a legally binding guardianship or relationship with the employee, and/or residing in the home of the employee. Relatives may not report directly or indirectly to one another.

If two employees become subject to the restrictions of this policy after they are hired, one or both of the employees must seek a reassignment to eliminate the actual or potential conflict of interest as specified in this policy.

A.S. reserves the right to determine whether other relationships not specifically covered by this policy represent actual or potential conflicts of interest. Where A.S. determines that the relationship between two employees presents an actual or potential conflict of interest, A.S. may take appropriate action which includes, but is not necessarily limited to, transfers, reassignments, changing shifts or if necessary, possible termination.

PROHIBITED CONDUCT

Our employees are expected to treat each other with dignity and respect and to abide by certain rules of conduct, based on honesty, good taste, fairness, and safety. Conduct that is immoral, unethical, or illegal will not be tolerated by A.S. Although it is not possible to provide an exhaustive list of all types of impermissible conduct, the following are examples of some, but not all, conduct that will lead to disciplinary action, up to and including termination:

1. Falsification of employment records, employment information or other A.S. or University records.
2. Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any timecard, either your own or another employee's.
3. Theft, deliberate or careless damage or destruction of any of A.S. or the University's property (information) or the property (information) of any employee or customer.
4. Unauthorized use or removal of A.S. or the University's property, equipment, time, materials, or facilities.

5. Provoking a fight or fighting during working hours or while on A.S. or the University's premises.
6. Carrying firearms or any other dangerous weapons while on A.S. or the University's premises at any time.
7. Causing, creating or participating in a disruption of any kind during working hours on A.S. or the University's property.
8. Insubordination including, but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a co-worker, supervisor, member of management, or customer.
9. Failure to comply with the call in procedures set forth in A.S. Attendance and Punctuality policy.
10. Unreported absence of three consecutive scheduled workdays.
11. Failure to obtain permission to leave work for any reason during normal working hours.
12. Failure to observe working schedules, including rest and meal periods.
13. Failure to provide a physician's certificate when requested or required to do so.
14. Sleeping or malingering on the job.
15. Making or accepting excessive personal telephone calls during working hours, except in cases of emergency.
16. Unsatisfactory work performance or being incompetent.
17. Working overtime without authorization or refusing to work assigned overtime.
18. Wearing unprofessional or inappropriate styles of dress while working.
19. Committing a fraudulent act or a breach of trust under any circumstances.
20. Harassing others.
21. Soliciting or accepting gratuities from customers or clients.
22. Excessive absenteeism or tardiness.
23. Abuse of leaves of absence or other time off.
24. Reporting to work intoxicated or under the influence of non-prescribed drugs.

25. Manufacturing, possessing, using, selling, distributing or transporting non-prescribed drugs.
26. Bringing or using alcoholic beverages on A.S. premises.
27. Gambling on A.S. premises.
28. Failing to maintain the confidentiality of A.S., its employees, agents or customers.
29. Failing to report accidents, breakage or damage to equipment that occurs when an employee is assigned to use such equipment.
30. Violation of any safety, health, security or policies, rules or procedures of A.S. or the University.
31. Failure to follow A.S. policies as outlined in this Manual or any newly instituted policies.

Discipline may be initiated for various reasons. The severity of the action generally depends on the nature of the offense and the employee's past record, and may range from written warnings to immediate dismissal. A.S. reserves the absolute right to initiate the form of discipline it deems to be appropriate.

Nothing in this policy alters A.S. policy of mutual consent employment. Either A.S. or an employee may terminate the employment relationship at any time and for any reason.

DRUG AND ALCOHOL ABUSE

A.S. is committed to establishing and maintaining a drug-free workplace. To that end, A.S. prohibits the unauthorized use of drugs or alcohol, including but not limited to, the unlawful manufacture, distribution, dispensation, possession or use of alcohol or controlled substances in the workplace. An employee who violates this policy shall be subject to discipline including immediate termination. Except as provided below, the following is strictly prohibited for all employees while on A.S. or the University's premises, while operating A.S. or the University vehicles or equipment, or while performing A.S. business regardless of the location, except where expressly authorized.:

1. Use of alcohol, drugs, intoxicants, or controlled substances.
2. Reporting to work, or remaining on duty, while impaired by or under the influence of alcohol, drugs, intoxicants or controlled substances.
3. Driving a vehicle on A.S. business while impaired by or under the influence of alcohol, drugs, intoxicants or controlled substances.

4. Possession, sale, purchase, manufacture, transportation, dispensation or distribution of alcohol, drugs, intoxicants or controlled substances, or drug paraphernalia or an attempt to do any of the same.

The use of prescribed or over-the-counter drugs, or possession incident to such use, is not prohibited by this policy if: (a) the drug has been legally obtained and is being used for the purpose for which it was prescribed or manufactured; (b) the drug is being used at the dosage prescribed or authorized; and (c) the use of the drug does not prevent the employee from safely performing the essential functions of his or her position with or without reasonable accommodation. A.S. reserves the right to require certification that the use of the drug will not impair the ability of the employee to perform his/her job properly and safely.

It is A.S. commitment to provide a drug-free workplace. To promote this goal, employees are prohibited from reporting to work or working under the influence of any drugs or alcohol.

While on A.S. premises, and while conducting business-related activities off A.S. premises, no employee may possess, manufacture, distribute, sell or be under the influence of alcohol or illegal drugs. Employees under the influence of alcohol, an illegal drug or any controlled substance shall not operate a vehicle on behalf of A.S. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform his/her job (with or without reasonable accommodation) in a manner that would not endanger the employee's or other's health or safety, or pose a risk of significant damage to property.

Proven violations of this policy may lead to disciplinary action, up to and including immediate termination of employment.

Consequences for Violating This Policy

In the event that A.S. discovers that an employee has violated this policy, the employee will be subject to discipline up to and including termination and A.S. may report the violation to appropriate law enforcement authorities. It is the responsibility of any A.S. employee convicted of a criminal drug offense occurring in the workplace to notify the General Manager within five calendar days of the conviction. Additionally, an employee's conviction for the sale, possession or use of any illegal controlled substance while off the job will also subject the employee to discipline up to and including termination.

Employees Who Seek Assistance

Employees who suspect that they may have a substance abuse problem may contact Human Resources about the possibility of a leave to enroll in a professionally recognized alcohol and/or drug rehabilitation program. However, such a request does not give an employee the

right to state that he or she has a substance abuse problem and expect accommodation once A.S. discovers that an employee has violated this policy. Nor does it shield an employee from disciplinary action for violation of this policy.

A.S. is not responsible for the cost of the employee's participation in the rehabilitation program, and any leave necessary to attend a rehabilitation program is unpaid, unless the employee is otherwise eligible to use paid time off under A.S. policies. If the employee fails to return to work upon the expiration of his or her rehabilitation program leave or fails to satisfactorily complete the program, the employee will be terminated.

Nothing contained in this policy is intended to create a contract of any kind or to alter the mutual consent nature of the employee's employment with A.S.

Questions and Confidentiality

Employees with questions about this policy or about issues related to drug or alcohol use in the workplace may raise their concerns with their supervisor or with A.S. General Manager. All records or communications relevant to an employee's participation in a drug or alcohol rehabilitation program or use of prescription drugs or over the counter drugs will be confidentially maintained and limited to personnel on a need to know basis.

USE AND INSPECTION OF A.S. PROPERTY

A.S. provides desks, computers, filing cabinets and other equipment for the use of its employees at A.S. expense. Although such equipment is made available for the use of employees while at work, employees should remember that all such equipment remains the sole property of A.S. Additionally, employees should only access files or documents if the employee is authorized to do so. Unauthorized review, duplication, dissemination, removal, damage, or alteration of files, or other property of A.S., or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including discharge.

Employees may – but only with permission from their immediate supervisor-- use A.S. equipment for occasional, non-work purposes. At times, however, it may be necessary to inspect an employee's desk, work area, or other A.S. property for operational or other reasons. A.S. reserves the right to conduct periodic inspections of desks or work areas, as well as any contents, effects, articles that are in desks or the work area, as well as packages or other articles that leave A.S. premises in the possession of an employee. Such inspections may occur at any time, with or without advance notice or consent. Further, such inspections may be conducted during, before, or after working hours by any supervisor, manager, or security

personnel designated by A.S. All bills and other documentation related to the use of A.S. equipment or property may be inspected as well. Employees who fail to cooperate in any inspection will be subject to disciplinary action, including possible suspension or termination.

All A.S. property must be used properly and maintained in good working order. Employees who steal or misuse A.S. property may be required to replace or reimburse A.S. for the cost of the item, and are subject to discipline up to and including discharge.

EMPLOYEE PROPERTY

Generally, employees should refrain from bringing personal valuables to work. If it is necessary to do so, you should keep your valuables in a secure location. At the same time, an employee's personal property that is brought on to A.S. premises may be subject to inspection. If employees want to avoid inspections of their personal belongings, they should refrain from bringing packages or other articles on to A.S. premises. Of course, prohibited materials, including weapons, explosives, alcohol and non-prescribed drugs or medications, may not be brought on to A.S. premises. A.S. is not responsible for any articles that are lost, damaged, stolen, or destroyed while on any A.S. work site.

VOICEMAIL, E-MAIL AND COMPUTER SYSTEMS ACCESS

A.S. computer systems, voice mail, electronic mail (e-mail), and its access to the internet enable employees to access and exchange information quickly and efficiently. When used properly, we believe these resources greatly enhance employee productivity and knowledge. In many respects, these new tools are similar to other tools, such as stationery, file cabinets, photocopiers, and telephones.

Voicemail, e-mail and computer systems and files used by A.S. are provided *solely* to further A.S. business operations. These systems and the information stored in them belong to A.S. Although employee passwords may be used for A.S.-oriented security reasons, the use of such passwords is not intended to assure employees that messages or other communications generated by or stored on these systems will be kept confidential. A.S. maintains the right to access these systems and to retrieve information stored therein at any time, and all employee passwords must be made known to A.S. upon demand. Further, A.S. reserves the right to monitor, review or access, at any time, information revealing an employee's internet usage, including websites accessed or any information that may have been downloaded.

Consequently, A.S. voicemail, e-mail, and computer systems, including the internet, should be used primarily for business purposes.

Once again, employees should bear in mind that messages and all other data stored on A.S.

voicemail, e-mail and computer systems is subject to access by A.S. at any time. We therefore ask you to exercise good judgment in using these systems.

Guidelines for Use

This section sets forth guidelines concerning the appropriate use of A.S. voicemail, e-mail and computer systems.

- Since voicemail and e-mail messages, as well as other computer-stored data, are considered business records and may be electronically retrieved, even after you “delete” them, nothing should be included in a voice-mail or e-mail message that you would not consider putting in a memorandum.
- Employees should delete unwanted voicemail and e-mail messages as soon as practical and should log off when not using the computer system.
- Employees should exercise good judgment in the use of e-mail distribution lists; these lists are developed for the convenience of the addressees and unnecessary or frivolous messages should not be sent, thereby cluttering up user screens.
- Employees should not use a password, access a file, or retrieve or download any stored communication without express authorization. You also should not send e-mail or other communications that either mask your identity or indicate that someone else sent them, and you should never access another employee’s voicemail, e-mail, or computer systems without express authorization.
- Employees may not install any software on A.S. computer systems without the prior authorization of the General Manager or his or her designee.

A.S. voicemail, e-mail and computer systems, including the internet, must not be used for the following purposes.

- Any illegal, discriminatory, threatening, harassing, abusive or offensive comments. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes or anything that may be construed as harassment or showing disrespect for others.
- Anything in conjunction with an employee’s outside business endeavors or sales of any product or outside service (home products, cosmetics, etc.).
- Messages or other communications violating an A.S. policy or contrary to supervisory instructions.
- To copy or distribute copyrighted material unless you have confirmation from an appropriate source that A.S. has the right to copy or distribute the material.
- For the illegal duplication of software and its related documentation. Employees also may not use any software on local area networks or on multiple machines that is not in accordance with the software license agreement.

Employees should notify their immediate supervisor, the network administrator or any member of management upon learning of a violation of this policy. Any violations of these

“Guidelines for Use” or other provisions of this policy may result in disciplinary action, including possible termination.

External Access and Confidentiality

Under certain conditions, employees will need to communicate with clients and other external users via voicemail, e-mail or via the internet. Employees are cautioned to exercise an additional level of discretion, professionalism, and sound judgment when communicating with third parties via these systems.

For example, all employees should safeguard A.S. confidential information, as well as that of guests and others, from disclosure. Messages containing confidential information should not be left visible while you are away from your work area.

Also, you should be aware that internet sites maintain logs of visits from users. These logs identify the company and the individual who accessed the internet website. If your work requires a high level of security, please ask your supervisor or an appropriate manager for guidance on securely exchanging e-mail or gathering information from internet sources.

Privacy and Disclosure

As previously noted, A.S. and the University’s voicemail, e-mail, and computer systems, including the use of the Internet, are provided to facilitate the conduct of its business. All messages and other communications generated through and/or stored on these systems are considered business records. Employees who use voicemail, e-mail or computer systems should understand that information stored on these systems cannot be considered confidential or private. Indeed, A.S. reserves the right to access or monitor any voicemail, e-mail, Internet usage or other computer-stored information at any time.

Restrictions and Prohibitions

In addition to the restrictions and prohibitions outlined elsewhere in this policy or in other A.S. policies, employees must safeguard their logon ID and password from disclosure to any person and should not:

- Circumvent data security schemes, identify or exploit security vulnerabilities or decrypt secure data;
- Monitor, read, copy, change, delete or tamper with any other employee’s electronic communications, files or software;

- Knowingly or recklessly run or install a program, such as a worm or virus, that is intended to damage or place an excessive load on computer system networks;
- Knowingly or recklessly interfere with the normal operation of computers, peripherals or networks;
- Connect unauthorized equipment to the network or loading unauthorized software on individual computers or the system;
- Post or communicate any on-line statements or comments about A.S. or its customers that have not received prior authorization from A.S. senior management.

All users of A.S. systems must acknowledge and adhere to these guidelines as a condition of using A.S. technology resources. Any employee found to have violated any of these guidelines will be subject to discipline, up to and including termination. Any employee with questions regarding any of the above is encouraged to ask his or her, supervisor, Office Administrator Human Resources, or Information Technology for clarification.

EMPLOYEE DRESS AND PERSONAL APPEARANCE

Personal cleanliness and neatness in appearance are recognized and appreciated in all areas of employment. Although a formal dress code is not enforced, you are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well groomed and wearing the proper attire.

TELEPHONES

A.S. telephones are limited and are designed only for business use. Except in cases of emergency, employees should not tie up A.S. telephone lines with personal calls or calls that are not directly related to A.S. business.

A.S. may monitor telephone calls to ensure compliance with this policy as well as for other business reasons, including the desire to ensure that calls are handled in a professional manner and to promote efficiency in the manner in which customers are treated. Employees should, therefore, not assume that calls made or received on A.S. telephones are confidential.

NO SMOKING

Smoking is prohibited in all of A.S. property, state buildings and vehicles where A.S. and California State University Northridge's employees work or ride. Smoking and use of tobacco products is forbidden on the CSUN campus..

To aid persons desiring to stop smoking, the A.S. will provide referral information on cessation programs for A.S. staff.

PARKING

All A.S. employees who wish to park a vehicle on campus are required to pay for their parking. Parking permits are available through the University Cash Services or Parking/Transportation Services. Benefited employees may be eligible to purchase annual parking permits through the AS payroll. See AS Human Resources Manager for further information. Permits may be purchased on a daily, semester or annual basis.

A valid CSUN parking permit must be displayed and the distinguishing license plate or placard issued by the state's Department of Motor Vehicle (DMV) when the vehicle is parked in a blue space designated for disabled parking on the CSUN campus.

Employees are responsible for adhering to campus parking regulations, policies and procedures. Employees parked illegally on University property are subject to fines and other penalties as may be imposed by the University. A.S. assumes no fines or responsibilities incurred by an employee who violates parking regulations on or off campus in their personal or A.S. vehicle, even if incurred while performing work related duties.

KEYS

Office keys are used to enter the workspace, perform prescribed work duties and shall be issued only to authorized A.S. staff. Issued keys may not be duplicated or transferred to another individual without proper authorization.

Employees are responsible for reporting lost keys immediately to their immediate supervisor and file a report with University Police. Charges to the A.S. employee will be made for lost keys and/or lock changes made necessary by the loss of keys. Terminating employees must return all keys before leaving.

SOLICITATION AND DISTRIBUTION

Employees should not be disturbed or disrupted in the performance of their job duties. For this reason, solicitation of any kind by an employee of another employee is prohibited while

either employee is on working time. Solicitation by non-employees on A.S. premises is prohibited at all times.

Distribution by employees of advertising material, handbills, printed or written literature of any kind in working or public areas of A.S. is prohibited at all times. Distribution of literature by non-employees on A.S. premises is prohibited at all times.

BULLETIN BOARDS

Bulletin Boards are a major means of communications. They contain important notices of A.S. business that directly affect you and your work. Please read the boards regularly. Personal notices or information should not be posted, except on those bulletin boards where it is expressly permitted.

SAFETY

HEALTH AND SAFETY

A.S. is concerned about the health and safety of its employees and others who enter A.S. premises. To that end, it is the policy of A.S. to comply with all applicable federal, state, and local health and safety regulations and to provide a work environment as free as feasible from recognized hazards. You are expected to comply with all safety and health requirements whether established by management or by federal, state, or local law. Please refer to our Illness and Injury Prevention Plan (“IIPP”) for further information regarding employee safety, or contact the Campus Safety and Risk Manager for more information.

Any accident that occurs on A.S. premises, whether of a student, vendor, visitor, or employee, should be reported immediately to your supervisor or to the Human Resources Manager. For your own safety and the safety of others, please do not attempt to give medical aid to an injured client, visitor, or fellow employee. Call the appropriate medical authorities.

A.S. also requires that work areas be kept clean and orderly at all times. You are responsible for maintaining your work area in a clean and orderly fashion at all times. A.S. will attempt to maintain the temperature, lighting, and noise level of its facilities at a level that is comfortable for employees yet appropriate for the nature of our operations. You should inform your supervisor of any concerns about working conditions.

SECURITY

Every employee should remain alert at all times and should immediately report the presence of any suspicious persons to a supervisor, a manager, A.S. General Manager, or to the Campus Public Safety Department. You also should maintain in your possession at all times your keys and identification card. You should not leave these items where they may be picked up by someone else, and you should never lend these items to anyone who is not authorized to possess them. Computer passwords, safe combinations, electronic door codes, and any other security access information should not be disclosed to anyone who is not authorized to have such information.

WORKPLACE VIOLENCE

A.S. has zero tolerance for bullying, violence and/or threats of violence against A.S. employees, A.S. business associates, or any member of the campus community. A.S. prohibits any violent act, threat of violence or any behavior, which by intent, action or outcome harms

or intimidates another person or property on any A.S. or University work site, or while conducting A.S. business. Such conduct will be subject to disciplinary action up to and including termination.

We require you to report any observations, experiences of violence or threats of violence to the Human Resources Manager, the General Manager, or to your supervisor. In case of imminent threat of danger or personal harm, the employee should contact CSUN Police Services immediately at (818) 677-2111, and then the supervisor.

CONCLUDING YOUR EMPLOYMENT

IF YOU MUST LEAVE US

While we hope that your employment with us will be lengthy and pleasant, it must be remembered that the employment policy of A.S. is that all employees are employed at the mutual consent of A.S. and the employee. Thus, either you or A.S. may terminate the employment relationship at any time and for any reason, with or without cause.

When an employee considers leaving A.S. for any reason, a supervisor or the A.S. General Manager may be helpful in discussing the resignation before the final decision is made. A.S. often finds that such conversations result in addressing a particular problem or in finding an alternative or other solution to a particular concern. If, however, you decide to leave A.S., we would appreciate at least two weeks written notice of your resignation. Should you fail to provide sufficient written notice of your resignation, you may be deemed ineligible for re-employment.

A.S. retains the right to accept your resignation immediately and pay you the amount of compensation you would have earned had you continued to work during your resignation period. Employees who voluntarily resign from their position and are later rehired to the same or a different position will be treated as new employees insofar as pay and benefits are concerned.

EXIT INTERVIEW

Before leaving, you may be asked to participate in a voluntary exit interview. This will provide closure to your employment with A.S. and will allow A.S. to ensure that it has resolved various administrative matters, and that it has answered any questions you may have about continuation of benefits. It also provides A.S. with an opportunity to listen to any of your comments or ideas about improving A.S. operations or procedures.

BENEFITS

Benefits (Life, Medical and Dental) end on the last day of the month after the month in which your last day of employment falls. An employee has the option to convert to individual medical benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA") provisions.

RETURNING EQUIPMENT

Please return all property owned by A.S. (e.g., vehicles, computers, keys, uniforms, identification cards, etc.) prior to your departure. Employees leaving the Company must return picture identification, office keys, corporate credit cards, company manuals, and all other A.S. property issued during employment.

FINAL PAYCHECK

Final paychecks will reflect hours worked and any unused vacation time and personal holiday. Employees who are discharged must be paid all wages due at the time of termination. "All wages" include any earned, but unused vacation pay.

If you do not give AS prior notice of your termination, we are obligated to pay wages within 72 hours.

If you provide us at least 72 hours notice of your intention to quit, those wages will be paid at the time of quitting.

An employee who quits without 72 hours notice may request that his or her final wage payment be mailed to a designated address.

INQUIRIES ABOUT YOUR EMPLOYMENT

From time to time, A.S. may receive inquiries from outside individuals regarding the status of your employment. For example, we may receive calls from banks, credit agencies, or prospective employers, asking us whether you are employed with A.S., your current position with A.S., your salary, and why you may have left A.S. You should be aware that, when we receive such inquiries about your employment, A.S. has a strict policy of providing only limited information. Consequently, no employee (other than certain authorized people in Human Resources) may provide any information regarding current or former employees (either on or off-the-record) to any non-employee without the specific written approval of A.S. General Manager. This includes letters of reference. An employee who receives a request for any information concerning a past or current employee of A.S. should refer the person making the request to the Human Resources Manager without engaging in any on or "off the record" comments about the individual.

The only information that we provide is your dates of employment and your position with A.S. We will not reveal your salary, although if we are asked to confirm your salary, we will only say

“yes” or “no” to a particular amount. A.S. strict policy prohibits us from revealing any information about why you may have left us. However, in some instances, you may want us to reveal additional information. In those instances, we require written authorization from you, permitting us to divulge such additional information. You may obtain the appropriate forms from the Human Resources department.

**ASSOCIATED STUDENTS,
CALIFORNIA STATE UNIVERSITY, NORTHRIDGE, INC.**

**ACKNOWLEDGMENT AND AGREEMENT
RECEIPT OF PERSONNEL MANUAL AND MUTUAL CONSENT EMPLOYMENT**

This is to acknowledge that I have received a copy of Associated Students, California State University, Northridge, Inc.'s, ("A.S.") Personnel Manual, and I understand that it describes important information about A.S. I understand that it is my responsibility to read the Manual and to abide by the rules, policies and standards set forth in it. I understand that the contents of this Manual are presented solely as a matter of information and guidance, and that this Manual is not intended to be, nor should it be viewed as, either an express or implied contract between A.S. and me.

I further understand that A.S. maintains a policy of mutual consent employment with respect to both the duration and terms and conditions of the employment relationship. This means that employment may continue so long as A.S. and I both agree that it should continue. I also understand and agree that A.S. policy of mutual consent employment is not subject to change other than through an express written agreement signed by me and A.S. General Manager.

I understand that the foregoing agreement concerning mutual consent employment status and A.S. right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and A.S. concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings, and representations concerning my employment with A.S. Finally, I understand that, except for A.S. policy of mutual consent employment, A.S. reserves the right, in its sole and absolute discretion, to change, supplement or rescind all or any part of the practices, procedures or benefits described in the Manual as it deems necessary, with or without prior notice.

Employee's Signature

Date

Employee's Name Printed

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE