



# *Associated Students*

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PERSONNEL HANDBOOK  
2016-2017

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# INTRODUCTION

## A. Welcome Statement

Welcome to the Associated Students!

The Associated Students of Humboldt State University (AS HSU) is a non-profit auxiliary organization that provides services and programs that are essential activities closely related to, but not normally included as part of the Humboldt State University educational program. This publication provides a general summary of AS HSU personnel policies, work rules, and benefits. This is not a legal document. It is intended to highlight topics relevant to employment with AS HSU. AS Management may from time to time, take actions that affect administrative matters described in this publication and may amend these policies and procedures at any time.

AS has three primary purposes: (1) to allocate student fee dollars to over 20 student-led programs and services, (2) to educate students on current affairs that have significant impact to students on campus, in the local community, and at the state level, advocating the student perspective to the appropriate parties, and (3) to participate in shared governance of Humboldt State University and be the official voice through which students' opinions may be expressed.

Associated Students funded programs and services include AS Government, AS Presents, Club and Program Activity Grants, Campus Center for Appropriate Technology (CCAT), Children's Center, Drop In Recreation, Eric Rofes Queer Resource Center, Graduation Pledge Alliance (GPA), Humboldt Film Festival, Learning Center Tutorial Program, Marching Lumberjacks, Multicultural Center (MCC), Sport Clubs, Student Access Gallery, Waste Reduction and Resource Awareness Program (WRRAPP), Women's Resource Center, YES, and the AS/Campus Community Service Scholarship. Remember that your contribution is vital to our success in providing these outstanding student programs!

Again, welcome to the Associated Students. We are glad to have you with us.

Executive Director

## **B. About This Handbook**

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This Employee Handbook will assist you in finding the answers to most of your questions. It will familiarize you with the Associated Students philosophy, guidelines, and employee benefits. Please read it carefully and keep it for future reference. Remember that this Handbook provides a summary of the policies and benefits of the AS. It does *not* create a contract of employment (expressly or implied), or modify the rights of the Associated Students and you to terminate employment at-will at any time for any reason.

This Handbook applies to our salaried benefited employees. Although this Handbook is intended to be comprehensive, it cannot answer every question or anticipate every situation. Due to ongoing changes in applicable governmental regulations and the needs of our organization to retain necessary operational flexibility in the administration of policies and procedures, the Associated Students reserves the right to modify, rescind, delete, or add to any of the provisions of this Handbook, except for the policy of at-will employment. You will be notified of any modifications to this Handbook.

Your immediate supervisor will be a major source of information, although we also encourage you to seek clarification of any policy or procedure by discussing it with your supervisor, or with the Associated Students Executive Director. We welcome your interest and we will do our best to give you a prompt response.

## **II. EMPLOYMENT RELATIONSHIP**

### **A. Employment At-Will**

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During the course of your employment, you are free to leave the Associated Students employment at any time for any reason, and the AS reserves a similar right. Thus, both you and the Associated Students have the right to terminate your employment at any time, with or without advance notice, and with or without cause. This is called “employment at-will.” In fact, every aspect of your employment relationship with the Associated Students is on an at-will basis. As part of your at-will employment, the AS expressly reserves its inherent authority to manage and control its business enterprise and to exercise its sole 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 Executive Director of the Associated Students 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 that alters the “At-Will” nature of employment must be in writing and must be signed by the Executive Director of the Associated Students and you.

Although the Associated Students is at times required to use printed forms from other agencies that contain references to "permanent" employees or "permanent" employment the use of such forms in no way alters the AS's commitment to a policy of at-will employment.

## **B. Equal Employment Opportunity Employer**

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The Associated Students is committed to a policy of equal employment opportunity with regard to an individual's, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. This policy applies to all employees and applicants for employment, and it applies to all aspects of employment, including recruitment, hiring, training, compensation, benefits, promotion, transfer, discipline and termination. Every employee has a duty to help maintain a work environment that promotes this policy.

If you have a question or a concern about discrimination in the workplace, you should bring your concerns to the attention of your supervisor or to the Executive Director. You may raise such concerns without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

## **C. Unlawful Harassment, Discrimination, Retaliation**

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The Associated Students 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. In keeping with this commitment, the Associated Students follows Humboldt State University's strict policy that prohibits unlawful harassment of employees by department directors, supervisors, co-workers or other third parties, and unlawful harassment of students by teachers, coaches, counselors, peer advisors or other third parties. 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 Associated Students, are expected to comply with HSU's policy. The purpose of this policy is to: (1) familiarize the Associated Students 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 Associated Students employees; and (3) make clear that employees who engage in unlawful harassment are subject to possible disciplinary action that may include discharge.

### ***Definition of Harassment***

For the purposes of this policy, unlawful harassment means harassment on the job, which is prohibited by provisions of state or federal law applicable to the Associated Students 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 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 severe or pervasive, 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 or receive an employment or educational benefit they would otherwise be afforded.

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 typically considered 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: unwanted flirtations, advances and/or propositions of a sexual nature; deprecating remarks, insults, inappropriate humor or jokes and/or anecdotes that belittle or demean an individual's protected class, 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. Please refer to E.O. 1095, 1096 and 1097 for further information regarding the CSU's definition of affirmative consent.

### ***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 confront their alleged harasser or to wait for the conduct to be repeated or to worsen. Any incident of unlawful harassment, by any Associated Students employee or any other person, should be reported promptly to the employee's supervisor or department director and/or to the Executive Director or to HSU's DHR (Discrimination, Harassment and Retaliation) Administrator, who will arrange for an investigation of the matter. Department directors who receive complaints or who observe harassing conduct are

required to immediately inform the Executive Director. If the complaint is against the Executive Director, it should be reported to the AS President and the DHR Administrator. An employee or student may contact the Executive Director directly and is not required to complain first to his or her supervisor.

All complaints of alleged harassment are taken seriously, and will be responded to with immediate and appropriate action to include formal or informal investigations and remedies. For example, an investigation may include interviews of individuals who might have information pertaining to the alleged harassment. If the Associated Students begins an investigation, we will 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 alleged harassment will be required to keep all information about the investigation confidential. That is why the Associated Students will only share information about a complaint of harassment with those who need to know including the HSU DHR Administrator. Failure to keep information about an investigation confidential may result in disciplinary action.

When the investigation has been completed, the Associated Student President and/or Executive Director will normally communicate the results of the investigation to the complaining employee or student, to the alleged Respondent and, if appropriate, to others who are directly involved. If the University's policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the Respondent so that further harassment will be prevented. The rights of both the Respondent 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, prevent or obstruct in any way, an employee from using the Associated Students complaint procedure to report alleged harassment. Retaliation by an Associated Students 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 a formal or informal 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 Executive Director.

### ***Corrective Action***

If harassment (as defined by this policy or CSU Executive Order) of or by an Associated Students employee is substantiated by the preponderance of evidence standard, the Associated Students will take action that is reasonably calculated to stop the harassment. In cases in which the alleged Respondent is not an employee or student, the AS will take action to minimize the recurrence of any further inappropriate behavior.

Discipline that the Associated Students or the University may impose on employees for behavior that violates this policy (or for other unprofessional conduct by a faculty, teacher, coach, counselor

or staff member) may include, but is not limited to, reprimand, mandatory attendance at an unlawful harassment training program, suspension, demotion, or dismissal. Unlawful harassment by non-employees may result in restricting the harasser's access to campus.

## **D. Confidentiality**

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It is the policy of the Associated Students to ensure that the operations, activities and business affairs of the AS, its employees, and its customers are kept confidential. If, during the course of your employment, you acquire confidential or proprietary information about the AS or HSU as appropriate, its employees, independent agents, or customers, such information is to be handled in strict confidence and may not be discussed with anyone not employed with the AS or HSU. Employees are also responsible for the internal security of such information.

All records and files maintained by the AS are confidential and remain the property of the AS. 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 guests, vendors, and suppliers; inventions, programs, trade secrets, formulas, techniques, and processes; and any other documents or information regarding the AS operations, procedures, or practices. Confidential information may not be removed from the Associated Students premises without express authorization from an appropriate management employee.

Employees violating this policy are subject to disciplinary action, up to and including, termination of employment.

## **E. Open Door Policy**

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The Associated Students promotes ongoing open communications between its employees, management and HSU Administration. We believe that good communication is essential to the well-being of the AS organization and that problems, questions, concerns, or complaints that are left unresolved, negatively affect 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 the Executive Director.

# **III. WORKING**

## **A. Employee Categories**

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### ***Salaried Benefited Employee***

Our salaried benefited employees are normally paid a fixed salary and are regularly scheduled to

work a specified minimum number of hours per week. Salary amounts are determined by the employee's job responsibilities, performance, length of service, the needs of the Associated Students, and by the salary range and step within the applicable salary range in alignment with CSU system guidelines and in accordance with FLSA guidelines. Salaried employees are also classified as either exempt or non-exempt for the purpose of overtime compensation.

### ***Non-exempt***

Non-exempt employees are entitled to receive overtime pay when they work overtime hours.

### ***Exempt***

Exempt employees are not entitled to receive overtime compensation. Exempt employees are salaried executive, administrative, and professional employees.

## **B. Working Hours and Schedule**

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The standard work schedule for full-time employees is eight hours per day on five consecutive days from 8:00 am to 5:00 pm, excluding one hour for lunch. The workweek can be from Monday through Sunday.

Employees who work in excess of five hours in a workday are provided with at least a 30-minute unpaid meal period, to be taken approximately in the middle of their shift. Employees who work in excess of 10 hours in a workday are eligible to receive a second meal period of no more than 30 minutes.

Non-exempt employees may also take a ten-minute rest period for each four hours of work or major portion of work as scheduled by their supervisor. Any rest period is considered time worked. Your supervisor will determine your work schedule.

## **C. Timekeeping Procedures**

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Non-exempt employees must record their actual time worked for payroll and benefit purposes by recording the actual hours they work, including the time that they begin work, the time that work ends, and the times of their meal periods.

Exempt employees may be required to record their time absent from work for reasons such as vacations, sick leave, leaves of absence, or personal business.

It is your responsibility to sign your own attendance report, thereby certifying the accuracy of all time that has been recorded. Any errors in your attendance report should be reported immediately to your supervisor who will correct legitimate errors. Altering, falsifying, and tampering time records, or recording time on another employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment.

## **D. Personnel Records**

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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 remains current because it enables us to reach you in an emergency, to maintain your benefits properly, and to compute your payroll deductions. Please notify the Director's Office 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.

## **E. Overtime**

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A non-exempt employee may not work overtime unless approved in advance by the appropriate supervisor.

California requires one and one half (1 ½) times the regular rate of pay for hours worked (a) in excess of 8 hours per day and (b) in excess of 40 hours per week; (c) for the first 8 hours worked on the 7<sup>th</sup> work day in the week. Furthermore, California requires the employer to pay twice the regular rate for hours worked (a) in excess of 12 hours in a workday, (b) after 8 hours on the 7<sup>th</sup> workday in the week. AS HSU's workweek runs from 12:01 am Sunday to 11:59 pm Saturday. Due to the requirements of the Fair Labor Standards Act, all overtime must be compensated in cash—not as compensatory time off (CTO). Exempt employees are not entitled to overtime pay.

Employees working unauthorized overtime may be subject to disciplinary action.

### ***Payment of Wages***

Pay periods are from the first through the 15<sup>th</sup> of the month and the 16<sup>th</sup> through the last day of the month. Paydays generally are the 8<sup>th</sup> and 25<sup>th</sup> day after the end of the pay period. A schedule that lists paydays for the year may be obtained from the Business Office. Paychecks will be given only to the employee whose name appears on the check, unless the employee provides written authorization for another individual to retrieve his or her paycheck. Paychecks are normally available by noon on a scheduled payday.

Employees are responsible for reviewing the accuracy of their paychecks every pay period. If you believe that there is an error in the amount of your pay (underage or overage), you are required to bring it promptly to the attention of the Business Office so that it can either be explained or corrected quickly. Employees who have been overpaid will arrange for repayment.

## **F. Punctuality and Attendance**

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The Associated Students expects you to be reliable and punctual in reporting for scheduled work. Absenteeism, tardiness, and early departures from work place an undue burden on other employees and on the AS. If you cannot avoid being late to work or are unable to work as scheduled, you must call and report your absence to your supervisor at least one hour before the start of your shift

barring an immediate verifiable emergency. It is not acceptable for you to ask your co-workers to report your absence to your supervisor. 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.

Excessive absenteeism, early departures, or tardiness (excluding FMLA/CFRA or other protected absences) 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 days or more, the AS 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 days will be considered to have voluntarily terminated their employment with the Associated Students as of the first day of the unreported absence.

## **G. Performance Appraisals**

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Performance appraisals are typically conducted annually in either June or July to provide both you and your supervisor with the opportunity to discuss your job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. However, you should understand that a positive performance appraisal does not guarantee an increase in salary, a promotion, or even continued employment. Increases in compensation and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of the Associated Students. In addition to these more formal performance appraisals, the AS encourages you and your supervisor to discuss your job performance on an ongoing basis.

## **IV. BENEFITS**

The Associated Students offers its salaried, benefited employees a variety of benefit programs that are briefly summarized in this section of the Handbook. You may obtain more detailed information regarding the Associated Students benefit programs from the Executive Director's Office, where the AS maintains the actual benefit plan documents and insurance policies. Of course, the actual terms, conditions, or limitations that are contained in the official plan documents will always control. Employees who wish to inspect benefit plan documents may make an appointment with the Director's Office.

### **A. Time-Off Benefits**

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#### ***Holidays***

Observance of holidays generally follows the HSU academic calendar, except where the Associated Students reassigns holidays that were actually worked due to the scheduling of classes and business. A personal holiday is credited to each current employee in January of each year. Only those

employed as of January 1st will receive credit for a personal holiday for that year. Personal holidays will not be paid out at time of separation. Salaried employees who generally work less than 40 hours per week will have time credited that is proportionate to their regular number of hours worked per day.

Holidays recognized by the Associated Students:

<b>New Year's Day</b>	<b>Independence Day</b>
<b>Personal Holiday</b>	<b>Labor Day</b>
<b>Martin Luther King, Jr. Day</b>	<b>Admissions Day</b>
<b>Lincoln's Birthday</b>	<b>Birth Day</b>
<b>Washington's Birthday</b>	<b>Veterans Day</b>
<b>Cesar Chavez Day</b>	<b>Thanksgiving</b>
<b>Memorial Day</b>	<b>Christmas Day</b>
<b>Columbus Day</b>	

Holiday pay will be calculated based on your straight time pay rate (as of the date of the holiday) and multiplied by the number of hours you would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating an employee's overtime pay.

If a holiday is worked due to the academic schedule and it is not reassigned, the time will be credited to the employee, but cannot be counted as overtime. If a holiday occurs during your vacation period, you will be paid only for the holiday. In addition, you must be on "active work status" for the last scheduled day immediately preceding the holiday to receive compensation for a holiday.

### ***Vacation***

Salaried employees earn vacation time determined by the date they first became a salaried employee and qualified for benefits, except salaried employees deemed as "management" who receive 16 hours per month. The employee can accrue up to twice his/her annual accrual amount. Since vacation time is intended to provide an essential period of rest and relaxation each year, it is suggested that vacations be taken annually. Vacation time can be used in one-half hour or hourly increments by non-exempt employees. Scheduling vacations will be done by the director in each department with respect to the requirements of that department. The department director or supervisor must approve all vacations in advance. A minimum of 45-day advance approval is required for more than two weeks of consecutive vacation.

Vacation is accrued proportionately according to the number of hours an employee is paid for in a pay period. The chart below shows vacation accrual rates for various lengths of service. Vacation and other leave balances are regularly printed on payroll check-stubs. The balances are considered correct unless questioned by the employee within 60 days of the report date.

<b>Years of Service</b>	<b>Monthly Accrual</b>	<b>Days/Year 12 mo. (40 hours/week)*</b>
0-3	6.67 hrs.	10
4-6	10.00 hrs.	15
7-10	11.33 hrs.	17
11-15	12.67 hrs.	19
16-20	14.00 hrs.	21
21-25	15.33 hrs.	23
26-50	16.00 hrs.	24

\*Accrual of vacation is proportional to the number of hours for which the employee is paid in a given month. Therefore, a non-management employee who has worked for the Associated Students for two years, but who only works 10 months per year, will only accrue 66.7 vacation hours during the year (8.34 days).

Employees are not allowed to use more vacation than they have accrued. Employees who receive a vacation advance must submit a written authorization that permits their vacation advance to be deducted from their next paycheck. When you leave the AS, you will be paid for all accrued but unused vacation time.

## **Sick Leave**

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### ***In General***

In order to minimize the economic hardships that may result from an unexpected short-term personal or dependent illness or injury, the Associated Students provides regular salaried employees sick leave benefits. Sick leave may be used in increments of not less than one-half hour per period of absence. If an employee is sick on a day when he or she is not scheduled to work (such as a holiday or vacation day), sick leave cannot be used. Each salaried employee is eligible for 8 hours of sick leave per month (prorated for employees who are regularly scheduled to work less than 40 hours per week).

Because sick pay benefits are designed only to assist an employee who misses work due to any actual illness or injury, sick leave benefits are not paid upon termination of employment for any reason, nor can sick leave benefits be applied as extra vacation. Unused sick leave accumulates from year to year. Employees are not allowed to use more sick leave than they have accrued. Misuse of sick leave or falsification of sick leave documents may result in suspension, termination of employment, or other appropriate action.

### ***Employee Sick Leave***

Employees who are unable to report to work due to personal or dependent illness or injury must contact their supervisor as soon as possible and no later than one hour before their normal starting time. Employees must follow this procedure on each day that they will be unable to work. If an employee becomes sick during the day, the supervisor must be notified before the employee leaves the work-site. Failure to follow these procedures may result in treatment of the day as an unexcused

absence and may result in disciplinary action.

### ***Doctor's verification***

Notification from a doctor that an employee is able to return to work may be required for any absences of longer than three days. Additionally, and regardless of the length of absence, the Executive Director may request a doctor's statement that verifies the employee's legitimate need to be absent, any functional restrictions, its beginning and ending dates, and/or the employee's ability to return to work without endangering their own safety or the safety of others.

### ***Appointments***

Sick pay is available to attend appointments with doctors or other licensed healthcare providers for the purpose of preventative medical, visual or dental care. Routine preventative medical or dental examinations and treatment appointments must be scheduled with the approval of the department director at times that will not disrupt workflow. Medical and dental appointments should be reported to the department director well in advance.

### ***Dependent/Family Sick Leave***

#### **Definition**

Sick leave may be used to attend to the illness of an employee's family member. For this purpose, family member is defined as follows: the employee's mother, father, spouse, son, daughter, brother or sister, registered domestic partner, grandparent, grandchild or sibling.

#### **Appointments**

Use of sick leave for the care of dependents or family members must follow the same scheduling and time restrictions as those for employees.

#### **Bereavement**

Sick leave may be used in the case of the death of a person related to the employee by blood, by adoption, or by marriage, or any person residing in the immediate household to the employee, except servants, roomer, or roommates. Each such absence shall not exceed five days.

<b>Type of Sick Leave</b>	<b>Maximum Time Allowed</b>
Personal illness or injury	All earned sick leave
Medical or dental treatment.	Two hours per appointment. Additional time may be granted if needed.
Family care of immediate family.	Six days per calendar year unless otherwise authorized by the Associated Students Executive Director
Childbirth/adoption in the immediate family and immediate household.	Ten days per occurrence.
Death in immediate family	Five days per occurrence.
On-the-job injury or illness	All earned sick leave in conjunction with on-the-job injury benefits (see: Workers' Compensation).

### ***Catastrophic Leave Donation Program***

Catastrophic illness/injury is one where the employee is medically certified as unable to work. Conditions that are short-term in nature (i.e. flu, measles, common illnesses, common injuries, etc.) are not typically deemed catastrophic. The medical verification required should indicate a total incapacitation from work.

### **Personal Catastrophic Leave**

The Associated Students Catastrophic Leave Donation (CLD) Program allows Associated Students salaried employees to donate 1-16 hours total each fiscal year of their vacation and/or sick leave credits to other Associated Students salaried employees who have: (1) experienced a catastrophic illness or injury; (2) exhausted their own accrued leave credits including sick leave and vacation; and (3) are medically certified unable to work by a licensed healthcare professional.

### **Family Catastrophic Leave**

Catastrophic Leave Donations may also be contributed for family care; however, only vacation time may be donated.

**Authorization:** The Associated Students Executive Director has full authority to review and authorize use of catastrophic leave. All requests for catastrophic leave must be submitted to the Executive Director.

## **B. Insurance and Other Benefits**

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### ***Health Insurance***

The Associated Students provide its employees and qualified dependents health insurance benefits. The Associated Students pays a significant portion of the premium and the balance (if any) is deducted from the enrolled employee's paycheck.

### ***Dental Insurance***

The Associated Students provide its employees and qualified dental insurance benefits. The Associated Students pays a significant portion of the premium and the balance (if any) is deducted from the enrolled employee's paycheck

### ***Vision Insurance***

The Associated Students provides its employees and qualified dependents vision insurance benefits. The Associated Students pays a significant portion of the premium and the balance (if any) is deducted from the enrolled employee's paycheck

### ***Life Insurance***

The Associated Students provides group term life insurance for its employees. Currently the AS

pays the entire premium. The coverage amount is \$20,000. Also included is an accidental death benefit; enrollment is also processed through Anderson, Robinson & Starkey.

### ***State Disability Insurance (SDI)***

The California State Disability Insurance program, pursuant to the California Unemployment Insurance Code, covers employees. Disability insurance is paid when you cannot work because of an illness or injury unrelated to your employment at the Associated Students, or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount.

SDI is a wage continuation program and should not be confused with health insurance. Application forms for SDI benefits are available at hospitals, doctors' offices, and the State Disability Insurance Office. Employees contribute payments from their wages each pay period to SDI at a rate that is determined by the State of California (and is subject to change on a yearly basis).

### ***Social Security/Medicare***

Social Security and Medicare are federal retirement programs that provide monthly benefits to qualified persons after reaching the age of 62, and certain medical benefits after age 65. Check with the Social Security Office for details.

As legally required, the Associated Students matches each employee's Social Security contribution dollar for dollar. You may be eligible to receive these benefits upon your retirement and/or other circumstances in accordance with the Social Security laws. Check with the Social Security Office for details.

### ***State Unemployment Insurance***

Employees are covered by unemployment insurance which provides payment to an individual who is unemployed, physically able to work and available to accept and actively seek employment as directed. The Employment Development Department (EDD) determines eligibility. The Associated Students pays the entire premium for this insurance for all employees.

### ***Workers' Compensation Insurance***

This program provides benefits for employees who incur a job-related injury or illness. Benefits include payments for medical and hospital services and a percentage of lost wages. The Associated Students pays the entire premium for this insurance. If you are injured on the job or incur a work-related illness, please contact your supervisor and the Director's Office as soon as possible. Seek medical treatment and follow-up care as required.

This insurance program requires that claims are reported to their office within five days of the occurrence, and in the instance of serious injury or death, reports must be made immediately.

The law requires the Associated Students to notify the workers' compensation insurance company of any concerns of false or fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of

obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment for one to five years, or by a fine not exceeding \$50,000 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may be in order.

### ***COBRA (Post-termination Continuation of Medical Insurance)***

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) provides eligible individuals with the option to continue medical, dental and vision insurance coverage under the Associated Students policy at their own expense for a determinate amount of time, upon the termination of employment and other circumstances. For more information, please contact the Executive Director

## **V. LEAVES OF ABSENCE**

### **A. 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 unpaid medical leave and/or family care leave up to a combined total of 12 weeks in any 12-month period.

#### ***Eligibility***

To qualify for family medical leave, an employee must have worked for the Associated Students 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 birth of a son or daughter, and to care for the newborn child;
- (2) For placement with the employee of a son or daughter for adoption or foster;
- (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition;
- (4) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job;
- (5) Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status; and
- (6) To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member.

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 the Associated Students, the parents’ combined leave for the birth or placement of a child may not exceed 12 weeks total 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 the Associated Students Associate Director and make a reasonable effort to schedule any planned treatment in cooperation with the Associated Students, 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 the Associated Students and delivered to the Business Office. 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 medical leave who are in unpaid status do not accrue years of service 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 years of service earned prior to the commencement of family care or medical leave.

### ***Coordination of Benefits***

Family medical leave is unpaid. An employee who is granted a family or medical care leave of absence must utilize any accrued but unused paid time off benefits (e.g. 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 without pay. Any unpaid or paid portions of this policy shall be added together; they will not extend the 12-week total leave period limitation allowed under the family

leave and medical leave policy.

### ***Notice Requirements***

Employees who need to take family medical leave should contact the Associate Director 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 2 working days of learning of the need for the leave. If the Associated Students 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 the Director's Office at least 2 working days or as soon as reasonably possible based in the employee's circumstance, 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 re-certification for the 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 the Associated Students with certification from a health care provider on the Associated Students form within 15 calendar days of the AS's request. Failure to provide a satisfactory medical certification may result in the delay of approval or possible denial of leave.

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

If an employee requests an extension of leave beyond the time estimated by the health care provider, the AS will require re-certification of the employee's or the family member's serious health condition. The AS also requires employees taking leave for their own serious health condition to present a fitness-for-duty certification before returning to work. In no event will a leave be extended beyond the maximum 12-week period.

### ***Outside Employment***

You may not be employed with any employer, other than the Associated Students, during your family leave. 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 the Associated Students at least

two (2) weeks' notice. This is important so that the employee's return to work is properly scheduled.

The Associated Students 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, the Associated Students 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 the Associated Students.

## **B. Pregnancy Leave of Absence**

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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 the Associated Students. 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.

The Associated Students 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 benefits or years of service 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 pregnancy-related disability leave of absence will not lose any years of service earned prior to the commencement of her leave.

### ***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. vacation or sick leave) 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 4-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 medical leave, as described above. An employee taking a pregnancy-related disability leave must present a fitness for duty certification before returning to work. Employee is not required to provide medical facts, only that the employee is disabled due to pregnancy.

### ***Additional Information***

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 the Associated Students 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 in order to minimize the disruption of the Associated Students' activities.

If an employee requests an extension of leave beyond the time estimated by the health care provider, the employee must submit another medical certification 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 4-month limitation.

### ***Outside Employment***

You may not be employed with any employer, other than the Associated Students, during your

pregnancy disability leave of absence. Outside employment during your leave will result in immediate termination.

### ***Reinstatement***

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

The Associated Students will reinstate employees to their former or equivalent position if they return from leave within 4 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 the Associated Students 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 10 working days of the employee's return to work, or (2) filling the comparable position with the employee would substantially undermine the Associated Students 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 the Associated Students.

## **C. Personal Leaves of Absence**

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After an employee has completed at least one year of employment, an unpaid personal leave of absence for a specified period of time (no longer than six months) may be granted, at the Associated Students discretion. Requests for a personal leave of absence must be presented in writing to the Executive Director at least 30 days in advance, whenever possible. Your request will be considered based on 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 benefits, years of service, or holiday pay. Employees will stop accruing vacation and sick pay after they have been absent 30 days. 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 years of service earned prior to the commencement of the leave.

The Associated Students 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 returning to work, you should notify the Associate Director when you are ready to return at least 2 weeks before the expiration of your leave. The Associate Director will notify you if an opening exists. The Associated Students cannot guarantee re-employment 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 the Associated Students 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 the Associated Students.

## **D. Civic Duty Time Off**

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The Associated Students encourages employees to serve on jury or witness duty when called. You must notify your supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. Non-exempt employees will receive full pay while serving up to 30 days of jury or witness duty. Exempt employees will receive pay up to four full weeks of absence due to jury or witness duty. Exempt employees will not incur any reduction in pay for a partial week of absence due to jury or witness duty. Any additional time off will be without pay. If an employee serves a partial day of jury service on any given day during their normal work schedule, they are expected to report to work before or after their jury service as reasonable. Consideration will be given for travel time and parking should this occur.

Fees paid for jury or witness duty will be credited against any payments made by the AS, except for mileage allowance, which employees may retain. Verification from the court clerk is required. You are expected to report for work on any day that you are released from jury or witness duty.

## **E. Voting Time Off**

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You are allowed up to two hours' time off from work with pay to vote in general elections if, because of extended working hours or distance from the voting place, you cannot vote during normal off-duty hours. These two hours must be taken at either the beginning or the end of the workday. If you are going to need time off for this purpose, notify your supervisor at least three working days in advance.

## **F. Other Leaves**

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Employees may be eligible for other leaves such as Parental Participation (CA Labor Code §§230.7, .8), Victims of Domestic Violence/Assault (CA Labor Code §§230 (c), 203.1), Victims of Crime (CA Labor Code §§230 (b), 230.4), Volunteer Firefighter, Reserve Officer, Emergency Rescue Personnel Leave (CA Labor Code §§ 230.3, 230.4), Drug and/or Alcohol Rehabilitation (CA Labor Code §1025, et seq.).

# **VI. GENERAL PERSONNEL POLICIES**

## **A. Prohibited Conduct**

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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, fair play, and safety. The Associated Students will not tolerate conduct that is immoral, unethical, or illegal. 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 discharge:

1. Falsification of employment records, employment information or other Associated Students 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 the Associated Students or the University's property or the property of any employee or customer.
4. Unauthorized use or removal of the Associated Students or the University's property, equipment, time, materials, or facilities.
5. Provoking a fight or fighting during working hours or while on the Associated Students or the University's premises.
6. Participating in horseplay or practical jokes on the Associated Students time or while on the Associated Students or the University's premises.
7. Carrying firearms or any other dangerous weapons while on the Associated Students or the University's premises at any time.
8. Causing, creating or participating in a disruption of any kind during working hours on the Associated Students or the University's property.

9. 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. Employees who refuse to follow a directive that is unsafe or unlawful does not constitute insubordination.
10. Failure to notify a supervisor when unable to report to work.
11. Unreported absence of scheduled workdays.
12. Failure to obtain permission to leave work for any reason during normal working hours.
13. Failure to observe working schedules, including rest and meal periods.
14. Failure to provide a physician's certificate when requested or required to do so.
15. Sleeping or malingering on the job.
16. Making or accepting excessive personal telephone calls during working hours, except in cases of emergency.
17. Unsatisfactory work performance or incompetence.
18. Working overtime without authorization or refusing to work assigned overtime.
19. Wearing extreme, unprofessional or inappropriate styles of attire or hair while working.
20. Committing a fraudulent act or a breach of trust under any circumstances.
21. Harassing other employees or customers.
22. Soliciting or accepting gratuities from customers or clients.
23. Absenteeism or tardiness, which has a detrimental effect on operations of the AS (e.g., costs for overtime, missed deadlines, negative workload impacts on co-workers, etc.)
24. Inappropriate use or abuse of sick leave or leaves of absence.
25. Reporting to work intoxicated or under the influence of drugs to include misuse of prescription drugs.
26. Manufacturing, possessing, using, selling, distributing or transporting non-prescribed drugs.

27. Bringing or using alcoholic beverages on the Associated Students' premises.
28. Gambling on the Associated Students premises.
29. Failing to maintain the confidentiality of the Associated Students, its employees, agents, or customers.
30. Failing to report accidents, breakage, or damage to equipment that occurs when an employee is assigned to use such equipment.
31. Violation of any safety, health, security or policies, rules or procedures of the Associated Students or the University.
32. Failure to follow the Associated Students policies as outlined in this Handbook 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. The Associated Students reserves the absolute right to initiate the form of discipline it deems to be appropriate.

Nothing in this policy of prohibited conduct alters the Associated Students policy of at-will employment. Either you or the Associated Students remain free to terminate the employment relationship at any time, with or without cause or prior notice.

## **B. Hiring Relatives**

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Employees' relatives will not be eligible for employment with the Associated Students where potential problems of supervision, safety, security or morale, or potential conflicts of interest exist. The Associated Students will not hire relatives of present employees if the individual(s) concerned work in a direct supervisory relationship or in the personnel and payroll departments. Relatives include an employee's parent, child, spouse, brother, sister, in-laws, and step relationships.

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

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

## **C. Employee Dress and Personal Appearance**

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Each employee is responsible for dressing in a manner than conforms to his or her job requirements and the applicable Occupational Safety and Health Administration (OSHA) requirements for his or her jobs.

## **D. Associated Students Equipment and Services**

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All Associated Students property and services – including, but not limited to, desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile machines, duplicating machines, mail services, and vehicles – should only be used for legitimate and authorized purposes that directly relate to the Associated Students business activities. Although employees may use Associated Students equipment for occasional, non-work purposes, you must obtain permission from your direct supervisor. You have no expectation of privacy with regard to any property or service of the Associated Students that you use for non-work purposes. For example, the AS maintains the right to override any applicable passwords, codes, or locks in order to gain access to Associated Students property or services. The Associated Students reserves the right, at all times and without prior notice, to inspect any and all its property or services. These inspections may be conducted during, or after, normal business hours.

Employees, who lose, steal, damage, or otherwise misuse the Associated Students property or services may be subject to discipline, up to and including discharge.

## **E. Use of Technology and the Internet**

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The Associated Students computer systems, voice-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.

Voice-mail, e-mail and computer systems and files used by the Associated Students are provided *solely* to further the Associated Students business operations. These systems and the information stored in them belong to the Associated Students. Although employee passwords may be used for Associated Students-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. The Associated Students 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 the Associated Students upon demand. Further, the Associated Students 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, the

Associated Students voice-mail, e-mail, and computer systems, including the Internet, should not be used for personal communications or use.

Again, employees should bear in mind that messages and all other data stored on the Associated Students voice-mail, e-mail and computer systems is subject to access by the Associated Students 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 the Associated Students voice-mail, e-mail and computer systems:

1. Since voice-mail 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.
2. Employees should delete unwanted voice-mail and e-mail messages as soon as practical and should log off when not using the computer system.
3. 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.
4. 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 voice-mail, e-mail, or computer systems without express authorization.
5. Employees of AS shall have no expectation of privacy for their use of AS provided email, voicemail or computer system.
6. Employees may not install any software on Associated Students computer systems without the prior authorization of the Associated Students information systems manager.

The Associated Students voice-mail, e-mail and computer systems, including the Internet, must not be used for the following purposes:

1. 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.

2. Anything in conjunction with an employee's outside business endeavors or sales of any product or outside service (home products, cosmetics, etc.).
3. Messages or other communications violating an Associated Students policy or contrary to supervisory instructions.
4. 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.
5. For personal reasons unrelated to the Associated Students business.

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

### ***External Access and Confidentiality***

Under certain conditions, now and even more so in the future, employees will need to communicate with clients and other external users via voice-mail, e-mail and/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 the Associated Students 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. In addition, 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 the Executive Director for guidance on securely exchanging e-mail or gathering information from Internet sources.

### ***Privacy and Disclosure***

As previously noted, the Associated Students voice-mail, 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 the voice-mail, e-mail and/or computer systems should understand that information stored on these systems cannot be considered confidential or private. The Associated Students reserves the right to access any voice-mail, e-mail, internet usage or other computer-stored information at any time.

## **F. Operation of Vehicles**

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The use of Associated Students rental of vehicles for AS business are limited to authorized employees, who possess a current, valid California driver's license and an acceptable driving record.

It is your responsibility to carry your driver's license with you when driving an AS vehicle, to drive safely and obey all traffic laws, vehicle safety requirements, and parking regulations. Associated Students vehicles must only be used in work-related activities and may not be used for personal business or activities without the express prior approval of management.

If you are authorized to drive your own vehicle while conducting Associated Students business, you are expected to maintain adequate personal automobile liability insurance, and you are expected to observe the same policies that apply to employees who drive AS-owned vehicles. The AS will reimburse you for mileage driven while conducting Associated Students business in your personal vehicle, in accordance with applicable reimbursement rates.

From time to time, the Associated Students will request reports from the Department of Motor Vehicles regarding the license status and driving record of employees whose job responsibilities include driving. In the event that the license status or driving record of any employee is unacceptable, the employee may be restricted from driving, reassigned, suspended, or terminated at management's discretion.

## **G. Use of the Associated Students Stationery**

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All printed stationery, envelopes, and other work materials of the Associated Students are for business use only. They may not be used for personal correspondence or non-business matters. When signing business letters on any Associated Students department's letterhead, the employee's name and title or position must be used.

## **H. Solicitation and Distribution**

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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 Associated Students 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 the Associated Students is prohibited at all times. Distribution of literature by non-employees on the Associated Students premises is prohibited at all times.

## **I. Bulletin Boards**

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Bulletin Boards are a major means of communication. They contain important notices of the Associated Students business that directly affect you and your work. Please read the boards regularly. Personal notices or information should not be posted.

## **J. Employee Safety & Injury Reporting**

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It is the policy of the Associated Students 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. You should inform your supervisor of any concerns about working conditions.

All on-the-job employee injuries must be immediately reported to the AS Benefits Administrator. AS maintains reporting forms that must be provided to the injured employee within 24 hours of not notice of injury. Injury reporting must be prompt.

## **K. Inquiries About Your Employment**

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From time to time, the Associated Students 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 the Associated Students, your current position with the AS, your salary, and why you may have left the Associated Students. You should be aware that when we receive such inquiries about your employment, the Associated Students has a strict policy of providing only limited information. In fact, the only information we provide is your dates of employment and your position with the Associated Students. If we are asked to confirm your salary, we will only say “yes” or “no” to a particular amount. The Associated Students 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 disclosure authorization forms from the Executive Director.

## **L. I.D. Cards**

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All employees with an established time base are eligible to acquire a campus I.D. card. The Campus Services I.D. Card Request form is obtained from the AS HSU office.

## **M. Campus Parking**

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All employees with a .5 or greater established time base are eligible to purchase staff campus parking permits.

## **N. Direct Deposit**

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All AS employees may have their paychecks electronically direct deposited by completing an AS direct deposit request form.

## **O. Background Check Policy**

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AS HSU is committed to reasonably protecting all people who are employees, students, volunteers and guests. AS will conduct background checks of all paid individuals and volunteers as per the CSU Background Check Policy, HR 2015-08.

## **P. Whistleblower Policy**

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The purpose of the whistleblower policy is to allow and encourage employees to identify and report suspected fraud, corruption, or other improper governmental activity, or health and safety concerns with the university to appropriate officials. Other information regarding “Whistle blowing” can be found on HSU’s Human Resources website.

## **VII. 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 the Associated Students is that all employees are employed on an at-will basis, which is based on the mutual consent of you and the Associated Students. Thus, either you or the Associated Students may terminate the employment relationship at any time and for any reason, with or without cause. If you decide to leave the Associated Students, we would appreciate at least two weeks written notice of your resignation. Should you fail to provide sufficient written notice of your resignation, you will be deemed ineligible for re-employment. If you resign, the Associated Students retains the right to accept your resignation and, at the Associated Students discretion, to pay you the amount of regular compensation you would have earned during the remainder of your employment. Please return all property owned by the Associated Students (i.e. keys, uniforms, identification badges) prior to your departure.

**EMPLOYEE ACKNOWLEDGMENT OF RECEIPT OF  
EMPLOYEE HANDBOOK AND AGREEMENT OF AT-WILL STATUS**

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

I further understand that the Associated Students maintains a policy of at-will employment with respect to both the duration and terms and conditions of the employment relationship. This means that the Associated Students reserves the right to change the terms and conditions of the employment relationship or to terminate that relationship at-will, with or without cause or prior notice. I also understand and agree that the Associated Students policy of at-will employment is not subject to change other than through an express written agreement signed by me and the Executive Director of the Associated Students.

I understand that the foregoing agreement concerning my employment at-will status and the Associated Students right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and the Associated Students 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 the Associated Students. Finally, I understand that, except for the Associated Students policy of employment at-will, the Associated Students 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 Employee Handbook, as it deems necessary, with or without prior notice.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name [Printed]

**- - SIGNER COPY TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE - -**