

**ASSOCIATED STUDENTS INCORPORATED  
CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO  
Adopted Per BD 48-13, June 11, 2013**

**PERSONNEL POLICIES**

**Section 1 - General Policies**

**INTRODUCTION**

The Associated Students, Incorporated personnel procedures and practices set forth in these personnel policies are subject to modification without notice. It is not an employment contract or a legal document. With the exception of the employment-at-will standard, Associated Students, Inc. reserves the right to revise, supplement, or rescind any of the provisions of these policies. Any revisions however, will be effective only if approved in writing by the Board of Directors. Furthermore other Associated Students, Inc. personnel policies or benefits may be revised from time to time as appropriate. Each employee of Associated Students, Inc. can assist in keeping Associated Students, Inc. personnel programs up to date by notifying management whenever problems are encountered or improvements can be made in the administration of Associated Students, Inc. personnel policies. When the need for a new or revised standard policy presents itself, submit the recommendation to the General Manager for consideration.

**ADMINISTRATION**

It is the responsibility of the Associated Students, Inc. General Manager and the Associated Students, Inc. Board of Directors to review and approve the policies contained herein. The General Manager may make proposals regarding these policies to the Personnel Committee. The Personnel Committee has the responsibility to propose and recommend such changes as may be required to the Associated Students, Inc. Board of Directors for approval.

**EMPLOYMENT AT WILL**

Both the employee of whatever status and Associated Students, Inc. have the right to terminate employment at any time, with or without advance notice, with or without cause. This is called "employment at will". No officer, employee, agent, representative, spokesperson, or committee or subcommittee of Associated Students, Inc., in essence no one, other than the Associated Students, Inc. Board of Directors has the authority to alter this status, to enter into an agreement for employment for a specified period of time or to make any agreement contrary to this policy. Any change in the at will status of employees must be in writing and approved by the Associated Students, Inc. Board of Directors.

**ORIENTATION**

New employees will be given instructions regarding the functions of the organization, including duties and interrelationships. All new employees shall acknowledge in writing by signing the Personnel Policy signature page that they have received, read, and understood the current Personnel Policies.

**DEFINITIONS**

Appointing Authority: Power to appoint, reappoint, terminate, or order change in employment status of Associated Students, Inc. employees shall reside with the Associated Students, Inc. General Manager.

Auxiliary: An organization with an official relationship to the California State University, San Bernardino (CSUSB) campus which enriches the campus community through the services, activities and functions it provides. The term “auxiliary” includes student body organizations and other student groups which are subject to the provisions of Education Code Section 89900. In order to be a recognized auxiliary organization, the auxiliary must be included in the list of auxiliary organizations in good standing maintained by the Chancellor of the California State University pursuant to Section 42406 of the Administrative Code, Title 5 Education. Associated Students, Incorporated, California State University, San Bernardino (CSUSB) meets the above criteria and is thus an auxiliary organization of the CSUSB.

Managerial Employees: Class shall include staff who are appointed to positions requiring the development and execution of auxiliary organization policy. Persons appointed to this class shall serve at the pleasure of the Associated Students, Inc. Board of Directors or appointing authority.

Temporary Employees: Class shall include staff members employed for a specified period of time commencing and ending between 30 days and one year. Subsequent appointment shall be at the sole discretion of the appointing authority.

Regular Employees: Class shall include staff members employed by Associated Students, Inc. who have completed a requisite probationary period.

Emergency Employees: Class shall include staff members appointed for a fixed term not to exceed 30 calendar days. A break in service of at least 15 calendar days is required for re-appointment to such a position. Employees in this class may not transfer to other Associated Students, Inc. positions without taking part in a competitive recruitment process.

Student Employees: Class shall include clerical and general support student assistants. All appointments to this class are temporary, part-time hourly positions. Continued service shall be in accordance with provisions of the Associated Students, Inc.'s Student Employee Policy contained herein. For the purposes of this policy the terms “student employee”, “student assistant”, “student manager”, “management assistant”, etc. refer to the student employee class.

The Employer: “The employer” refers to the Associated Students, Incorporated.

## **EMPLOYMENT CATEGORIES**

All Associated Students, Inc. employees fall into two general categories: non-student employees and student employees. The primary distinction is that to be a student employee, the individual must be a regularly enrolled student at California State University, San Bernardino and meet the grade point average (GPA) requirement specified in these policies. It is the intent of Associated Students, Inc. to create as much student employment opportunity as financially and operationally prudent. As the need arises to create/fill positions, each position will be categorized as non-student or student positions. Employees in both categories must meet the statutory requirements of the U.S. Immigration and Control Act of 1986 prior to employment.

## **EMPLOYMENT STATUS**

### Regular, full-time (non-student employee)

Anyone hired to fill a regular, full-time position shall serve a probationary period. The probationary period will be 90 days. The newly hired employee will become a regular, full-time employee at the successful conclusion of the probationary period. This change in status from probationary to regular, full-time employee shall not affect the at-will status of any employee. If the employee's performance during this period is unsatisfactory, the employee may be terminated by the General Manager without notice.

### Temporary Employee (non-student employee)

Temporary employees shall include staff members employed hired for a specific length of time, normally between 30 days and one year. A temporary employee may be terminated at any time in accordance with the employment-at-will provisions of these personnel policies.

### Part-time Employees (non-student employee)

"Part-time" employees are those who work less than 30 hours per week. Part-time employees do not serve a probationary period; however a temporary employee may be terminated at any time in accordance with the employment-at-will provisions of these personnel policies.

### Student Employees

Student employees, also referred to as student assistants, office assistants, etc. are those individuals who are regularly enrolled students at California State University, San Bernardino (CSUSB) who meet the minimum grade point average (GPA) academic employment eligibility requirement as defined by the Associated Students, Inc. Board of Directors. Should no Associated Students, Inc. Board of Directors policy exist, Associated Students, Inc. will follow the minimum GPA policy set forth by the California State University (CSU) or CSUSB. By definition, all appointments to this class are temporary, part-time hourly positions.

## **PERSONNEL RECORDS**

An official personnel file shall be maintained by the CSUSB Accounting Office for non-student and student employees appointed to a position by Associated Students, Inc.. Access to this file shall be limited to the appointing authority, employees of the CSUSB Accounting Office tasked with maintenance of such files, the employee's supervisors and managers, the concerned employee, and those persons designated in writing by the employee.

### Composition of Files:

1. All documents certifying appointment, termination, demotion, changes in classification or status, or other conditions of employment.
2. Performance evaluations.
3. Employment applications.

4. Disciplinary and pre-disciplinary actions.
5. Commendations.
6. Personal data and supporting documentation.
7. Certified copies of licenses, diplomas, permits or other documents relevant to employees' assignment or classification.
8. Payroll data including information on beneficiaries, insurance and benefits.
9. Information request forms and employee affidavits authorizing release of such information.
10. Documents or letters submitted by the employee in response to any disciplinary action, pre-disciplinary action, or performance evaluation.
11. Additional materials deemed relevant by the appointing authority.

**Records Review:**

1. Associated Students, Inc. employees may request an appointment to review the contents of their personnel files. Such a request shall be honored during regular business hours within a reasonable time period.
2. Employees may submit relevant documentation for inclusion in the personnel file, i.e., diplomas, professional licenses, change in citizenship status. The decision to include such documents shall reside with the appointing authority or designee.
3. Employees may submit a written rebuttal in response to performance evaluations, pre-disciplinary, or disciplinary actions. These rebuttals shall be attached to copies of pertinent evaluations or personnel actions and held in the personnel file.
4. Persons designated by the employee may review contents of the personnel file. Requests for review must be submitted in writing and must be accompanied by a release authorization signed and dated by the employee. Such requests become a permanent addition to the file.
5. Supervisors and managers in the employee's chain of command may review their personnel file upon request and may submit documents for inclusion in the file.
6. Employees may request copies of documents from their personnel file at the appropriate copy cost.

**AFFIRMATIVE ACTION POLICY**

It is Associated Students, Inc. policy to employ, advance in employment and otherwise treat all employees and applicants for employment on the basis of merit without regard to race, color, religion, sex, sexual preference, marital status, pregnancy, age, national origin, disability, or veterans' status. In accordance with the Associated Students, Inc. policy on non-discrimination, Associated Students, Inc. has established an Affirmative Action Program to provide for workforce diversity. The Associated

Students, Inc. policy of non-discrimination and affirmative action applies to all levels of employment and to all personnel practices, including but not limited to: recruitment, hiring, reclassification, promotion, forms of compensation including rates of pay and benefits, transfer, termination, and educational training programs.

Implementation Responsibilities:

1. The authority and responsibility for assuring compliance with the policy rests with the Associated Students, Inc. Board of Directors and the CSUSB Human Resources Department as provided for in #3 below.
2. Associated Students, Inc. Business Manager has overall responsibility for policy development, implementation, coordination, and resolution of complaints.
3. The CSUSB Director of Human Resources, as manager of a contractual relationship servicing recruitment needs of Associated Students, Inc., ensures that the policy is adhered to in all phases of recruitment.

Complaint Procedure:

Any employee or applicant for employment who feels that he or she has been subject to discrimination on the basis of race, color, religion, national origin, sex, sexual preference, marital status, pregnancy, age, veterans' status, or disability, may file a complaint with the Associated Students, Inc. General Manager under the provisions explained in the *Filing A Complaint* paragraph in these policies. The General Manager shall make every effort to resolve complaints of discrimination through informal conciliation meeting or fact-finding conferences with appropriate Associated Students, Inc. and/or University personnel and shall report results of the investigation to the Associated Students, Inc. Board of Directors for final resolution. Any applicant for employment who is dissatisfied with the decision of the Associated Students, Inc. General Manager may file an appeal with the Associated Students, Inc. Board of Directors. Complaints of discrimination will be handled in a confidential manner. The General Manager will not respond to requests for information concerning complaints from any media source or agencies other than duly constituted federal or state enforcement agencies. To facilitate the resolution of discrimination complaints, the Business Manager will consult directly with the parties involved in the action.

Retaliatory Prohibition:

Retaliatory action taken against a person filing a discrimination complaint is a violation of the law, as well as Associated Students, Inc. and CSUSB policy and will not be tolerated by Associated Students, Inc.. The Associated Students, Inc. President and General Manager shall attempt to ensure that no retaliatory action is taken against any person who files a complaint of discrimination.

**EQUAL EMPLOYMENT OPPORTUNITY POLICY**

It is Associated Students, Inc. policy to employ, advance in employment and otherwise treat all employees and applicants for employment on the basis of merit without regard to race, color, religion, sex, sexual preference, marital status, pregnancy, age, national origin, disability, or veterans' status.

The Associated Students, Inc. policy of non-discrimination applies to all levels of employment and to all personnel practices, including but not limited to: recruitment, hiring, reclassification, promotion, forms of compensation including rates of pay and benefits, transfer, termination, and educational training programs.

Implementation Responsibilities:

1. The authority and responsibility for assuring compliance with the policy rests with the Associated Students, Inc. Board of Directors and the CSUSB Human Resources Department.
2. The Associated Students, Inc. General Manager has overall responsibility for policy development, implementation, coordination, and resolution of complaints.
3. The CSUSB Human Resource Department, as manager of a contractual relationship servicing recruitment needs of Associated Students, Inc., ensures that the policy is adhered to in all phases of recruitment.

Complaint Procedure:

Any employee or applicant for employment who feels that he or she has been subject to discrimination on the basis of race, color, religion, national origin, sex, sexual preference, marital status, pregnancy, age, veterans' status, or disability, may file a complaint with the Associated Students, Inc. General Manager under the provisions explained in the *Filing A Complaint* paragraph in these policies. The General Manager shall make every effort to resolve complaints of discrimination through informal conciliation meetings or fact-finding conferences with appropriate Associated Students, Inc. and/or University personnel and shall report the results of the investigation to the Associated Students, Inc. Board of Directors. Any employee who is dissatisfied with the decision of the Associated Students, Inc. General Manager may file a complaint with the Associated Students, Inc. Board of Directors for final resolution. Complaints of discrimination will be handled in a confidential manner. The Associated Students, Inc. General Manager will not respond to requests for information concerning complaints from any media source or agencies other than duly constituted federal or state enforcement agencies. To facilitate the resolution of discrimination complaints, the General Manager will consult directly with the parties involved in the action.

Retaliatory Prohibition:

Retaliatory action taken against a person filing a discrimination complaint is a violation of the law, as well as Associated Students, Inc. and CSUSB policy and will not be tolerated by Associated Students, Inc.. The chair of the Associated Students, Inc. Board of Directors shall attempt to ensure that no retaliatory action is taken against any person who files a complaint of discrimination.

**EMPLOYEE ORGANIZATIONS POLICY**

An employee has the right to join any recognized employee organization. This organization has the right to meet on campus in accordance with University policy when space is available. Generally, employees are not excused from work to attend organizational meetings.

## **CAMPUS MEETINGS POLICY**

Associated Students, Inc. employees may participate in University activities and events. Most events are scheduled during the early evening hours or on weekends, outside the normal working hours. Attendance at these events is considered voluntary. The Associated Students, Inc. President may, on occasion, authorize release time for employees for special events and functions that are of a universal interest and benefit to the campus. In order to facilitate and accomplish campus and Associated Students, Inc. business, the Associated Students, Inc. President may establish and authorize committees either on a standing or ad hoc basis. Committees structured to meet the business needs of the University and Associated Students, Inc. may function during normal working hours. Participation on such committees will be considered work time. Informal organizations and groups may be established for social, recreational or other objectives or association. Groups that are established for these purposes may utilize University facilities by following established scheduling procedures. Attendance at these group functions is not considered part of an employee's regular work schedule or work day. All such functions should be scheduled outside of regular working hours. Groups or organizations desiring clarification of this policy should address questions through their supervisor or administrator.

## **FILING COMPLAINTS**

An employee who feels that they have been dealt with unfairly may challenge this treatment either verbally or in writing. It is Associated Students, Inc.'s policy that employee complaints be handled fairly, expeditiously, and at the lowest organizational level possible in relation to the employee's position. In plain terms, Associated Students, Inc. prefers that complaints be resolved by their immediate supervisor. Associated Students, Inc. also recognizes that the immediate supervisor may be the source of the problem in which case the employee should take their complaint to the next highest level in the chain of supervision. If it is the supervisor's judgement that the complaint is of such a serious nature, the supervisor involved may request the complaint be put in writing. The supervisorial staff has fourteen calendar days to address the issue(s) brought forward in the complaint excluding holidays and breaks in the academic schedule. The employee may take their complaint all the way through to the President of Associated Students, Inc.. At this point, the employee has one final appeal: the Associated Students, Inc. Board of Directors (BOD). The BOD's decision on all issues is final. This procedure shall not be used to dispute actions in the following areas:

1. Any policy or procedure developed and approved by the Associated Students, Inc. Board of Directors.
2. Decisions in classification or reclassification matters.
3. A procedural or final decision about or on a complaint.

## **UNLAWFUL HARASSMENT POLICY**

Associated Students, Inc. is committed to providing a work environment free of unlawful harassment. Associated Students, Inc. policy prohibits sexual harassment, and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other

basis protected by federal, state or local law or ordinance or regulation. All such harassment is unlawful. Associated Students, Inc.'s anti-harassment policy applies to all persons involved in the operation of Associated Students, Inc. and prohibits unlawful harassment by any employee of Associated Students, Inc., including supervisors and co-workers.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments.
2. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures.
3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis.
4. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.
5. Retaliation for having reported or threatened to report harassment.

If an employee believes that they have been unlawfully harassed, they must provide a written complaint to their own or any other Associated Students, Inc. supervisor or officer, the President or the General Manager of Associated Students, Inc. as soon as possible after the incident. Their complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. Supervisors will refer all harassment complaints to the General Manager, or the President of Associated Students, Inc.. Associated Students, Inc. will immediately undertake an effective, thorough an objective investigation of the harassment allegations.

If Associated Students, Inc. determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by Associated Students, Inc. to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. The General Manager or President will advise all parties concerned with the results of the investigation. Associated Students, Inc. will not retaliate against an employee for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

Associated Students, Inc. encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. If the employee is dissatisfied with the resolution of his or her complaint of harassment, the appropriate grievance procedure may be used for further redress.

### **SMOKING POLICY**

The smoking policy in the Associated Students, Inc. office area will be in accordance with the smoking policy of the Student Union which is repeated below:

*Smoking is not permitted within any part of the Student Union building.*

### **USE OF STATE VEHICLES POLICY**

Associated Students, Inc. employees, either student or non-student, may **not** drive State of California vehicles.

## **EMPLOYEE SAFETY**

In accordance with state and federal statute, it is Associated Students, Inc. policy to ensure a safe working environment for all employees. In keeping with this policy, responsibility for compliance with laws and regulations shall reside with the managers. Further all employees of Associated Students, Inc. must obey all safety procedures, rules and policies set down by the employer. Such compliance is deemed a condition of continued employment. The employee must demonstrate the following:

1. Compliance with all safety policies.
2. Prompt reporting of unsafe conditions in the work place. Notify the department of Public Safety immediately if medical attention is required.
3. Maintenance of hazard-free work station.
4. Use of protective equipment.
5. Prompt reporting of any accident or injury.

### On-the-job Injuries:

If an employee has an on-the-job injury, he/she must comply with the following:

1. Report the accident **as soon as possible** to the supervisor.
2. **Do not** seek medical assistance until Public Safety is notified, unless of course, there is a critical injury requiring immediate medical attention.
3. If medical assistance is needed, go first to the Student Health Center on campus. If the injury requires treatment by a physician, the employee will be sent to the emergency treatment center at a local hospital. If the Health Center is closed the employee will be sent to a local hospital.

## **Section 2 – Non Student Employee Policy**

### **PERFORMANCE EVALUATIONS**

All Associated Students, Inc. employees in the non-student category may receive periodic performance evaluations from the appropriate manager or supervisor. The evaluation instrument shall follow a format prescribed by the Associated Students, Inc. Board of Directors and shall rate performance against written standards determined by the evaluator and appointing authority. Such evaluations may be considered by the appointing authority in personnel actions affecting the employee. Actions may include promotion, retention, discipline, and merit salary adjustments. Evaluators are to discuss the contents of the evaluation with the employee and employees are to be given a completed copy of the evaluation. Copies are also distributed through the supervisory chain to the appointing authority for review and endorsement, and are filed in the employee's personnel file.

### **EVALUATION SCHEDULE**

#### Management Employees:

Management employees shall be evaluated at six month intervals during the first year of appointment and annually thereafter. Additional evaluations may be requested at the discretion of the appointing authority.

#### Non-Management, Non-student Employees:

Non-management, non-student personnel will be evaluated at the 90 day anniversary of their appointment date, or sooner if necessary, and annually thereafter. Special performance evaluations may be initiated by the supervisor at any time.

### **PERSONNEL SELECTION PROCESS**

Associated Students, Inc. is committed to a policy that ensures the selection and retention of highly qualified employees. Associated Students, Inc. will conduct recruitment, search and selection procedures in-house; however, Associated Students, Inc. may designate the CSUSB Personnel Office as the sole agent in the non-student category recruitment process. Should that occur, all applicants for vacancies in Associated Students, Inc. shall be referred to that office and no appointments will be tendered without coordinating with the Human Resources Department.

To assure an equitable selection process, Associated Students, Inc. shall adhere to the following:

1. With the exception of student employee and emergency appointments, all Associated Students, Inc. positions will be posted, and may be, advertised in the local media. Position announcements shall include classification title, description of duties, desirable experience, minimum qualifications, salary range, and selection procedure. Student employee positions will be posted in the University Career Center.
2. Applicants may be required to successfully complete specific and appropriate job related performance examinations as part of the selection process. The results of said examinations shall be deemed confidential and may be released, by the appointing authority, only to the applicant.
3. Screening, interviews, and additional pre-employment activities shall be equivalent to CSU standards.
4. Appointments shall be made by the General Manager, or for the General Manager's position, by the Associated Students, Inc. Board of Directors. Appointments may be temporary, probationary, regular, or managerial. All appointments to vacant positions shall be made through written notification to include the classification title, initial monthly salary, employment status, and effective date of appointment. If required, the

- notifications shall include an expiration date for the appointment.
5. Emergency appointments shall be made by the Associated Students, Inc. appointing authority. Such appointments will be limited to no more than 30 calendar days. A break in service of at least 15 calendar days is required for re-appointment to such a position. In general, temporary appointments shall be considered only as an emergency expedient. As such, a competitive selection process may be waived in accordance with statutory requirements.
  6. A probationary appointment is deemed to be part of the selection process. The appointing authority may terminate such an appointment at any time during the probationary period.

### **NEPOTISM**

No Associated Students, Inc. non-student or student employee shall vote, make recommendations, or in any way participate in decisions about any personnel matter which may directly affect the selection, appointment, supervision, retention, tenure, compensation, promotion, discipline, termination, assignment, conditions of work, employment status or interests of a close relative. For purposes of this policy, "close relative" shall include husband, wife, mother, father, son, daughter, sister, brother, persons involved in a legally binding guardianship or relationship with the employee.

### **EMPLOYMENT ELIGIBILITY**

In accordance with statutory requirements of the U.S. Immigration and Control Act of 1986, all applicants for positions in this classification shall establish identity and employment eligibility prior to appointment. Acceptable documentary evidence includes the following:

- a. One document from the following list:

- (1) United States Passport
- (2) Certificate of United States Citizenship
- (3) Certificate of Naturalization
- (4) Unexpired foreign passport with attached Employment Authorization
- (5) Alien registration card with photograph

### **OR**

- b. One document from each of the following two (2) lists:

#### **List 1**

- (1) A state issued driver's license or a state issued I.D. card with a photograph, or information, including name, sex, date of birth, height, weight, and color of eyes.
- (2) U.S. Military Card

#### **List 2**

- (1) Original Social Security Number Card (other than a card stating it is not valid for employment)
- (2) A birth certificate issued by a state, county, or municipal authority bearing a seal or other certification
- (3) Unexpired INS Employment Authorization

**ALLOWABLE PAYROLL DEDUCTIONS/WAGE AND HOUR LAW COMPLIANCE**

Allowable Payroll Deductions:

Associated Students, Inc. complies with federal and state law requiring the following deductions from every paycheck:

1. Federal withholding tax.
2. State withholding tax.
3. State disability insurance (SDI).
4. Social Security
5. Medicare
6. Retirement
7. Medical benefits
8. Dental
9. Vision

A parking fee is deducted from every paycheck of Associated Students, Inc. employees who are not student employees. Parking fees for student employees are collected at the time of their registration for classes. Other deductions may be made from an employee's paycheck with the employee's written permission.

Wage and Hour Law Compliance:

Associated Students, Inc. complies with all federal and state wage and hour laws. All Associated Students, Inc. personnel are paid twice a month. A schedule of inclusive dates for pay periods is available in the General Manager's or Executive Secretary's office. Paydays are approximately the 15th and the 30th of each month.

**COMPENSATION AND BENEFIT REQUIREMENTS FOR AUXILIARY ORGANIZATION NON-STUDENT EMPLOYEES**

The governing board of Associated Students, Inc. shall provide salaries, working conditions and benefits, exclusive of retirement and permanent status benefits, for its non-student employees which are comparable to those provided to campus employees performing similar services. For those employees whose duties are not comparable to classes in campus employment, the salary ranges established shall be at least comparable to the average of salary ranges prevailing in similar educational institutions in the area.

**BENEFIT ENROLLMENT ELIGIBILITY FOR AUXILIARY ORGANIZATION EMPLOYEES**

Salaried Employees: For purposes of this section, salaried employees shall include personnel appointed in the following classes:

1. Managerial employees.
2. Regular employees.
3. Probationary employees, when appointed to a salaried, full or part-time position.

Employees holding such appointments are authorized to enroll in the following benefit programs:

1. Medical insurance, including vision and dental.
2. Tax sheltered annuity programs.
3. Unemployment insurance.
4. Workers' compensation insurance.
5. PERS retirement.

6. Flex Cash Program

7. In addition to any other retirement benefits offered to a retired annuitant, ASI shall offer the individual coverage for dental and vision insurance at the annuitant’s expense.

Hourly Employees: For purposes of this section, hourly employees shall include personnel appointed in the following classes:

1. Emergency employees.
2. Student employees. (also see section 2)

Employees holding such appointments are authorized to enroll in the following benefit programs:

1. Unemployment insurance.
2. Workers' compensation insurance.
3. PERS retirement upon completion of 1,000 hours service in a single fiscal year.

**VACATION LEAVE POLICY**

Eligibility:

Non-student employees who work more than twenty (20) hours per week are eligible to receive vacation with pay. Student assistants are not eligible.

Full-time Salaried, Non-student Employees:

<u>YEARS OF SERVICE</u>	<u>DAYS/YEAR</u>	<u>VACATION HOURS/MO.</u>
1 mo. to 3 yrs.	10 days	6 2/3 hours
3 yrs. 1mo. to 6 yrs.	15 days	10 hours
6 yrs. 1mo. to 10 yrs.	17 days	11 1/3 hours
10 yrs. 1mo. to 15 yrs.	19 days	12 2/3 hours
15 yrs. 1mo. to 20 yrs.	21 days	14 hours
20 yrs. 1mo. to 25 yrs.	23 days	15 1/3 hours
25 yrs. 1mo. and over	24 days	16 hours

Half-time or more Salaried Non-student Employees:

Vacation leave shall be accrued at a proportionate number of hours based on the rate for full-time salaried employees.

Half-time or more non-management employees excluding emergency appointments, on call and student employees:

Vacation leave shall be accrued at a proportionate number of hours based on the rate for full-time, non-management employees. Vacation leave credit may be accumulated by non-management employees provided that on January 1 of any calendar year the accrual does not exceed 272 hours for ten (10) or fewer years of service, or 384 hours for ten or more years of service unless it can be demonstrated that the employee could not take vacation due to unanticipated workload or extended illness.

Management Employees:

Management classifications shall be entitled to 2 days per month for full-time service. Vacation leave credit may be accumulated provided that on January 1 of any calendar year the accrual does not exceed 384 hours for ten (10) or less years of service, or 440 hours for more than ten years or more years of service, unless it can be demonstrated that the employee could not take vacation due to unanticipated workload or extended illness. In such case, the excess vacation time must be used

during the first quarter of the subsequent calendar year.

## **HOLIDAY AND PERSONAL HOLIDAY POLICY**

### Holidays:

The President of California State University, San Bernardino establishes the academic work days and holidays for the university. When academic classes are scheduled on a particular holiday, the campus president may reschedule the holiday observance to another day consistent with the needs of the university.

The following days are observed as holidays:

January 1; Martin Luther King, Jr.'s Birthday;  
Lincoln's Birthday; Washington's Birthday;  
Memorial Day; July 4, Labor Day; Admission Day;  
Columbus Day; Veteran's Day; Thanksgiving Day;  
December 25; and any other day designated by the  
governor as a public holiday.

### Personal Holiday:

Each eligible employee shall be entitled to one personal holiday per calendar year. An employee must take the personal holiday before the end of the calendar year or it will be forfeited. The scheduling of the holiday shall be by mutual agreement of the employee and the appropriate administrator.

## **PAID LEAVES OF ABSENCE**

Associated Students, Inc. non-student employees shall, when qualified, be entitled to paid leaves of absence for medical disability, family illness, military service, jury duty, or bereavement. It shall be the responsibility of the appropriate reporting official to ensure that requests for such absences are acted upon in a fair and equitable manner, and that policy requirements are adhered to.

### Sick Leave:

1. Associated Students, Inc. non-student employees shall be eligible for paid sick leave upon completion of one month of continuous service. Accrual rate for leave shall be eight (8) hours of credit for each qualifying month of full-time service. Part-time employees shall accrue leave at the rate of two (2) hours for each forty (40) hours of service. Such leave may not be awarded prior to the day on which it is credited and not shall be granted beyond time which has been accrued.
2. The appointing authority or the employee's supervisor may require the employee to submit substantiating evidence that the absence is for an authorized reason. This may include certification by an attending physician.
3. Absences chargeable to sick leave include:
  - a. Illness, injury or exposure to a contagious disease.
  - b. Treatment or examination by a licensed medical practitioner.
  - c. Illness or injury in the immediate family. Use of sick leave in this category is limited to a maximum of one (1) work week, up to a maximum of forty (40) hours in any calendar year.

### Bereavement Leave

Death of an immediate family member. Award of bereavement leave shall be at the discretion of the appointing authority. Such leave, when awarded, shall not exceed one (1) work week, up to a maximum of forty (40) hours for each death. Such bereavement leave will be paid leave not chargeable to sick leave or vacation time. For purposes of this policy, the term "immediate family" shall include spouse, parent, grandparent, in-law, child, or significant other. A blood relative residing in the employee's immediate household, except domestic employees, roomers, or roommates, is also included under the term "immediate family".

### Military Leave:

Associated Students, Inc. non-student regular salaried employees who are members of a reserve or regular component of the armed forces of the United States or the California State Military Department may be absent from work to perform military service subject to the following conditions:

1. Employees will present their immediate supervisors with a copy of their orders at the soonest possible time after they have been issued. In those cases where exigencies of the service preclude formal written orders being issued, employees will notify their immediate supervisors either verbally or in writing that they have been ordered to active duty. A copy of the employee's orders must be sent to the Associated Students, Inc. as soon as they are available and the employee is able to do so.
2. Associated Students, Inc. will continue to compensate Associated Students, Inc. employees when military service is performed as a part of active duty for training, not to exceed thirty (30) days. The employee shall present a copy of his/her most current Leave and Earnings statement, or a remittance notice for the specified training period so that compensation may be verified and computed.
3. Should an employee receive orders requiring them to report for extended active duty, exceeding thirty (30) days, with the armed forces of the United States or the California State Military Department, then the employee will be considered to be a full-time, salaried member of the armed forces of the United States of America with re-employment and seniority rights at Associated Students, Inc. as stipulated by law. No Associated Students, Inc. salary payments will be made after the last day of work at the Associated Students, Inc.. Should the employee's extended active duty tour be thirty (30) days or less, then Associated Students, Inc. will reimburse the employee in accordance with the terms stated in paragraph 2 above.

### Jury Duty:

Associated Students, Inc. non-student employees who have been summoned to jury service shall be granted a leave of absence. In this case, employees must notify their appropriate reporting official of the request, in writing, prior to commencing such service. Verification of summons may be requested by the supervisor. If an employee elects a paid leave in lieu of vacation or Compensatory Time Off (CTO) to cover lost work time, any fees paid by the court as compensation for service must be remitted to Associated Students, Inc. before leave can be credited. In addition, the employee must submit certification of service from the clerk of the court for hours claimed. Hourly employees will be compensated only for scheduled work time missed.

### **UNPAID LEAVES OF ABSENCE**

Associated Students, Inc. non-student employees may be granted an unpaid leave of absence for period of up to one (1) year. Such leaves may be approved by Associated Students, Inc.'s appointing authority for incapacitating illness or injury, parental requirements, or other satisfactory reason. A written application for leaves in this category must be submitted to the Associated Students, Inc. General Manager. The authorizing official will determine whether the request will be granted and establish

conditions of such a leave. If the request is granted, the employee will not earn service credit during the period of leave and may not return to pay status prior to expiration of leave without written approval of the appointing authority. Leaves in this category will assure the employee the right to return to his/her classification at the expiration of leave without a break in service. Student employees are *not* eligible for unpaid leaves of absence.

### **TAX-SHELTERED ANNUITIES POLICY**

Full-time salaried Associated Students, Inc. employees are eligible to participate in tax-sheltered annuities plans.

### **LAY-OFF AND RECALL**

A lay-off action shall be taken if Associated Students, Inc. determines that a reduction in force is made necessary by either a lack of work or lack of funds. All classifications of non-student Associated Students, Inc. employees, except emergency and managerial appointees are subject to the provisions of this policy.

#### Notification:

When possible, affected employees should be notified thirty (30) days prior to separation.

#### Order of Layoff:

Lay-offs shall be designated within classification in the following order:

1. Probationary employees
2. Regular employees

The appointing authority, acting upon recommendations of individual supervisors, shall consider operational requirements, length of service, quality of performance, program requirements, and affirmative actions need of Associated Students, Inc. when determining order of lay-off.

#### Options in Lieu of Lay-off:

Whenever possible, the appointing authority, acting upon recommendation of the supervisor, shall offer options in lieu of lay-off to permanent employees. This offer must be contingent upon operational and budgetary needs of Associated Students, Inc.. Options may include, but not be limited to, voluntary demotion or reduction in time base.

#### Payment of Benefits:

On the effective date of lay-off, non student employees shall receive the cash equivalent of accumulated vacation time. Associated Students, Inc. will make available any conversion plans for group medical, dental and vision insurance upon request.

#### Recall:

Regular and probationary employees who have been laid off under the provisions in this policy shall be recalled, contingent upon ability to perform available assignments, by the reverse application of the lay-off procedure. Rights to recall shall expire one (1) year from the effective date of separation.

### **PROMOTION AND RECLASSIFICATION POLICY**

Associated Students, Inc. non-student positions are classified in relation to other similar Associated Students, Inc. positions within the CSU system to assure ranges of pay appropriate to the duties and responsibilities of the position. Each position is placed in a salary range which consists of a minimum rate, intermediate rates, and a maximum rate. New employees are normally appointed to the first step of the range. Most employees move to the second step of the range on the first of the month following the satisfactory completion of six or twelve monthly pay periods of qualifying service. Salary

increases to the next step of the range are granted upon recommendation of the supervisor and documented by a performance review clearly indicating meritorious service. This system of salary increase is called a merit increase salary system and is based on merit. Salary increases will **not** be given based on time-in-service. The annual increases for meritorious service are granted until the employee reaches the maximum rate for the range. Insofar as it is practical, it is the policy of Associated Students, Inc. to promote employees to more responsible positions on the basis of performance and ability and reclassify when additional responsibilities have been assigned. Reclassifications are submitted to the Associated Students, Inc. Board of Directors for approval.

## **TERMINATION**

Associated Students, Inc. operates under the employment at will policy as stated in the third paragraph of this manual entitled "Employment At Will". This means that both the employee and Associated Students, Inc. have the right to terminate employment at any time, with or without advance notice, with or without cause. Salaried Associated Students, Inc. employees shall be retained in their positions until separated by action of the appointing authority. If an employee is hired under a contract, then the terms of the contract will be adhered to as it relates to the separation of that employee.

## **DISCIPLINE**

Associated Students, Inc. reserves the right to exercise disciplinary action on employees who violate the policies or standards of the employer. Typical offenses include but are not limited to:

Inability to meet performance standards.

Actual or threatened violence against another employee.

Possessing or bringing firearms, weapons, alcohol, illegal drugs, or chemicals on or to Associated Students, Inc. premises.

Falsification of records or other documents.

Willfully or negligently damaging Associated Students, Inc. or University property.

Abuse of drugs or other intoxicants.

Unauthorized breach of confidentiality.

Misappropriation of Associated Students, Inc./University funds or property.

Harassment or other actions which result in an intimidating, hostile, or offensive work environment.

Willful misconduct in work habits which adversely affect the Associated Students, Inc.'s/department's operation.

Insubordination or refusal to complete assigned work as directed by a supervisor.

Destroying or damaging Associated Students, Inc. or employee property.

Reporting to work under the influence of drugs or alcohol.

Using drugs or any other controlled substance .

Excessive or unauthorized absences.

Willful violation of Associated Students, Inc. policies.

Actions which, in the judgment of the director or supervisor, could result in adverse consequences to Associated Students, Inc., University, department, other employees or students.

Procedures:

Generally, minor sanctions up to and including official reprimands may be issued by the supervisor. Major disciplinary actions, suspension and dismissal, may be taken only by the appointing authority acting upon the recommendation of the supervisor.

**HOURS OF WORK**

All non-student employee classes of Associated Students, Inc. shall generally work a minimum of forty (40) hours in a seven (7) day period. The work schedule usually provides for five (5) consecutive days' work during the work week. Part-time employees are generally assigned a similar schedule at a reduced time base. Work hours for student employees is described in Section 2 "Student Employee Policy" paragraph.

Schedules: Work schedules, including hours of duty, shall be determined by the appropriate administrator or supervisor. Needs of the department normally govern assignment priorities. Managers should notify employees of schedule changes at least one (1) week prior to the effective date of such change.

Meal Periods: Non-student employees shall be entitled to a meal period of thirty (30) minutes for every five-hour work period, unless six hours of works will complete the day's work and the employee voluntarily elects to forego the meal period . The time in which the meal period is taken shall be designated by the appropriate administrator or supervisor. Such time is not compensable unless the employee is required to remain at his/her work station during the meal period.

Rest Periods: Employees shall be entitled to a rest period each work day of fifteen (15) minutes for each four (4) hours worked during the day. The time in which the rest periods are taken shall be determined by the appropriate administrator or supervisor. Such time is compensable as time worked. Rest periods are to be taken as scheduled and the time is not cumulative.

**CONFLICT OF INTEREST**

Outside Employment:

No Associated Students, Inc. employee shall accept employment in any outside position which would conflict with the effectiveness of the employee's performance at Associated Students, Inc.. Further, employees will not conduct activities or work during duty hours, not specifically assigned as part of their Associated Students, Inc. responsibilities.

Use of Information:

No Associated Students, Inc. employee may utilize any information, not a matter of public record, which is received by the employee by reason of his/her employment by or contractual relationship with Associated Students, Inc., for personal or pecuniary gain.

Use of Services or Material:

No Associated Students, Inc. employee may utilize human resources, services, or material belonging to Associated Students, Inc. or the University for any activity not related to his/her specific Associated Students, Inc. responsibilities.

Gifts and Gratuities:

Associated Students, Inc. employees shall not, in the course of their employment, accept gifts or

gratuities from any source receiving services from or providing services or products to Associated Students, Inc..

## **OVERTIME**

Overtime is defined as that time worked in excess of forty (40) hours in any work week. A minimum of one-half hour in excess will be required for compensation.

### Standard:

It is the policy of Associated Students, Inc. that managers utilize overtime only in those instances where failure to do so would jeopardize the effective operation of Associated Students, Inc..

### Affected Classifications:

All Associated Students, Inc. classifications except managerial employees shall be subject to the provisions of this section.

### Exceptions:

Time not compensable as overtime includes:

1. Work of less than one-half hour in excess of the standard work day.
2. Travel time beyond the standard work day.

### Compensation:

Overtime is compensated at the rate of 1.5 times the employee's hourly pay rate.

## **COORDINATION OF SICK LEAVE WITH DISABILITY PAYMENTS**

When a non-student employee is drawing disability pay, either SDI or Workers' Compensation, Associated Students, Inc. will supplement the disability pay received with an amount of sick pay sufficient to give the employee the full amount of his/her normal paycheck (assuming, of course that the employee has accumulated a sufficient amount of sick leave credit). Employees can save sick leave when sick pay is coordinated with disability payments because they will only be charged with the amount of sick leave actually used in coordinating their pay with SDI or Workers' Compensation; they will not be charged with sick leave for the portion of their pay made up of disability payments. Vacation pay may also be used when sick leave credit has been exhausted.

## **HIRING ASSOCIATED STUDENTS, INC. EMPLOYEES FROM STATE SERVICES POLICY**

When hiring Associated Students, Inc. employees from state services, employees will be granted the right to transfer their accumulated sick leave, up to a maximum of 160 hours. Employees will also be allowed to transfer the same type of sick leave, vacation and health insurance benefits they are receiving from the state at the time of transfer. The amount of vacation time transferred will be at the discretion of the appointing authority.

## **DRESS GUIDELINES**

Associated Students, Inc. of California State University, San Bernardino has adopted guidelines of appropriate dress for staff and managerial employees. Employees are expected to maintain a standard of dress that is appropriate for the work that is to be performed. Employees who work in settings where they may be called upon to meet the public must maintain a presentable image that is in keeping with good taste in a business operation. The manner of dress shall be in compliance with Health Department and safety code requirements, where applicable. Employees whose jobs require physical labor may wear suitable clothing which includes jeans, t-shirts and protective items such as hats or caps and, for those who work outside on a regular basis, shorts during the warmer months. It is the responsibility of the immediate supervisor to maintain the dress policy in the work area.

### **USE OF EMPLOYEE IDENTIFICATION CARDS POLICY & PROCEDURE**

Identification cards are issued to all salaried non-student employees. Employees pay directly for this card. Benefits of the identification card are as follows:

1. Cashing checks at the Coyote Bookstore.
2. Borrowing books from the University library.
3. Use of University recreational facilities.
4. Used as a ticket to attend certain University programs.

### **STAFF SERVICES AWARD POLICY**

In recognition of the dedicated service and commitment that long term employees have provided to Associated Students, Inc. and the campus, certificates of service are awarded.

Eligibility:

Employees are eligible for a certificate upon completing 5, 10, 15, 20, and 25 and for each 5 years of service thereafter.

## **Section 3 – Student Employee Policy**

### **STUDENT EMPLOYEE CATEGORIES**

Regularly enrolled CSUSB students may be employed by Associated Students, Inc. as student assistants. Categories in this employee class include:

Student Employees: This classification includes all eligible CSUSB students working as clerical student assistants, student managers, and general support student assistants. Wages shall be paid on an hourly basis for reported time worked, with salary determined by the Associated Students, Inc. Board of Directors. All appointments to this class are temporary, part-time hourly positions. Benefits shall include:

1. Workers' Compensation.
2. Unemployment Insurance.

#### Eligibility:

1. To maintain employment as a student assistant, applicants and incumbents must:
  - a. Be regularly enrolled and currently attending classes at CSUSB.
  - b. Maintain a minimum 2.0 grade point average in cumulative work as well as the last quarter attended at CSUSB.
2. In accordance with statutory requirements of the U.S. Immigration and Control Act of 1986, all applicants for positions in this classification shall establish identity and employment eligibility prior to appointment. Acceptable documentary evidence includes the following:
  - a. One document from the following list:
    - (1) United States Passport
    - (2) Certificate of United States Citizenship
    - (3) Certificate of Naturalization
    - (4) Unexpired foreign passport with attached Employment Authorization
    - (5) Alien registration card with photograph

#### **OR**

- b. One document from each of the following two (2) lists:

#### **List 1**

- (1) A state issued driver's license or a state issued I.D. card with a photograph, or information, including name, sex, date of birth, height, weight, and color of eyes.
- (2) U.S. Military Card

#### **List 2**

- (1) Original Social Security Number Card (other than a card stating it is not valid for employment)
- (2) A birth certificate issued by a state, county, or municipal authority bearing a seal or other certification
- (3) Unexpired INS Employment Authorization

Hours of Work:

All student assistants shall normally work a maximum of twenty (20) hours per week in accordance with CSUSB policy. Premium overtime payment will be offered for any time worked in excess of forty (40) hours per week. Overtime may be compensated only if prior authorization is granted by the employee's supervisor. In general, work weeks exceeding twenty (20) hours shall be limited to summer and periods when no classes or examinations are scheduled. Should any student assistant employee exceed the twenty hour per week limitation, that employee's supervisor will submit a memo to the University Accounting Office to accompany the student assistant's time sheet documenting the need for the additional time requirement beyond the twenty hours the student worked.

Schedules: Work schedules, including hours of duty, shall be determined by the appropriate administrator or supervisor. The student employee's class schedule will be considered when creating the work schedule. An attempt will be made to balance the needs of the department with the student's academic schedule. Managers should notify employees of schedule changes as soon as practical prior to the effective date of such change.

Meal Periods: Student employees shall be entitled to a meal period of thirty (30) minutes for every five-hour work period, unless six hours of works will complete the day's work and the employee voluntarily elects to forego the meal period . The time in which the meal period is taken shall be designated by the appropriate administrator or supervisor. Such time is not compensable unless the employee is required to remain at his/her work station during the meal period.

Rest Periods: Employees shall be entitled to a rest period each work day of fifteen (15) minutes for each four (4) hours worked during the day. The time in which the rest periods are taken shall be determined by the appropriate administrator or supervisor. Such time is compensable as time worked. Rest periods are to be taken as scheduled and the time is not cumulative.

Performance Evaluations:

It is in the best interest of both Associated Students, Inc. and the student employee to provide periodic feedback to the student employee regarding their job performance. Consequently, Associated Students, Inc. employs a student assistant performance review process coupled with a merit step increase system to document performance and justify pay increases. It is important to note that merit step increases are meant to reward demonstrated superior performance and are not automatic with time-in-service anniversaries. Salary increases to the next step of the range are granted upon recommendation of the supervisor and documented by a performance review clearly indicating meritorious service. This system of salary increase is called a merit increase salary system and is based on merit. Wage increases are granted for meritorious service on an annual basis until the employee reaches the maximum rate for the range. Salary increases will **not** be given based on time-in-service. The salary ranges will be approved by the Associated Students, Inc. Board of Directors and a copy will be maintained as an attachment to the Associated Students, Inc. Personnel Policy and Manual.

- a. Evaluation Schedules. Normally a student employee may be evaluated on the one-year anniversary of their employment; however, a supervisor may evaluate a student employee more frequently if the supervisor feels it is necessary to document a student employee's performance. Additional evaluations may be requested at the discretion of the appointing authority.
- b. Evaluation Forms: Evaluations will be documented on the evaluation form approved by the Associated Students, Incorporated Board of Directors and will be signed by the following

individuals:

1. The evaluator
  2. The student employee being evaluated
  3. The Associated Students, Inc. General Manager
  4. The Associated Students, Inc. Vice President
- c. The Process. The student employee's supervisor shall complete the evaluation form. Comments reflecting the student employee's level of performance are to be included as a part of the evaluation on the second page. Evaluators are to discuss the contents of the evaluation with the student employee and the student employee is to be given a completed copy of the evaluation. The student employee will be given an opportunity to comment on the accuracy of the evaluation. The student employee should sign the evaluation as an indication that he/she has read the evaluation.
- d. The appeals process. In the event that a student employee feels that the evaluation does not accurately reflect their performance or there were extenuating circumstances not recorded in the performance review, the student employee should provide the evaluator with any additional pertinent facts or material that the evaluator may not be aware of. This may include such things as a memo from the student employee relating factual and relevant information omitted from the evaluation as well as letters from other individuals in a position to know the student employee's performance containing pertinent and relevant information. At this point, the evaluator may revise the evaluation to more accurately reflect the employee's performance. If, however, the evaluator feels that the evaluation is accurate, the student employee may appeal to the next level in the following order:
1. The Associated Students, Inc. General Manager
  2. The Associated Students, Inc. Vice President
  3. The Associated Students, Inc. Board of Directors

Each level will review the facts and will confer with the evaluator. If the evaluator maintains his/her position, the student employee may proceed to the next level until they reach the Associated Students, Inc. Board of Directors. At this point, the student employee and evaluator will present their case before the Associated Students, Inc. Board of Directors. **The decision of the Associated Students, Inc. Board of Directors is final.** Each level will have ten (10) working days, excluding holidays and breaks in the academic schedule to convene and respond to the student employee.

Appointment and Termination:

All employees in this class may be hired directly by individual Associated Students, Inc. staff but must have the approval of the Associated Students, Inc. General Manager **before** a job offer is tendered. Recruitment and referral services are available through the CSUSB Career Development Office. All applicants receiving appointments must be processed through the CSUSB Accounting Office prior to beginning work. Students will be appointed or reappointed for *one quarter at a time* to coincide with the beginning of each academic quarter with the exception of those appointed for temporary or seasonal needs depending upon the following criteria:

- a. Upon completion of a grade point average (GPA) check. Should the student fail to meet the GPA eligibility requirements for employment with Associated Students, Inc. as stated in the "Student Employee, Eligibility" paragraph, the student will not be reappointed for employment with Associated Students, Inc..
- b. Continued service is at the pleasure of the Associated Students, Inc. appointing authority with the recommendation of the student employee's supervisor. Each student incumbent may

either be reappointed or not reappointed at the beginning of each quarter in keeping with the Employment-At-Will paragraph.

## **TERMINATION**

Associated Students, Inc. operates under the employment at will policy as stated in the third paragraph of this manual entitled "Employment At Will". This means that both the student employee and Associated Students, Inc. have the right to terminate employment at any time, with or without advance notice, with or without cause. Associated Students, Inc. student employees shall be retained in their positions until separated by action of the appointing authority. If an employee is hired under a written contract, then the terms of the contract will be adhered to as it relates to the separation of that employee.

## **DISCIPLINE**

Associated Students, Inc. reserves the right to exercise disciplinary action on employees who violate the policies or standards of the employer. Typical offenses include but are not limited to:

Inability to meet performance standards.

Actual or threatened violence against another employee.

Possessing or bringing firearms, weapons, alcohol, illegal drugs, or chemicals on or to Associated Students, Inc. premises.

Falsification of records or other documents.

Willfully or negligently damaging Associated Students, Inc. or University property.

Abuse of drugs or other intoxicants.

Unauthorized breach of confidentiality.

Misappropriation of Associated Students, Inc./University funds or property.

Harassment or other actions which result in an intimidating, hostile, or offensive work environment.

Willful misconduct in work habits which adversely affect the Associated Students, Inc.'s/department's operation.

Insubordination or refusal to complete assigned work as directed by a supervisor.

Destroying or damaging Associated Students, Inc. or employee property.

Reporting to work under the influence of drugs or alcohol.

Using drugs or any other controlled substance .

Excessive or unauthorized absences.

Willful violation of Associated Students, Inc. policies.

Actions which, in the judgment of the director or supervisor, could result in adverse consequences to Associated Students, Inc., University, department, other employees or students.

Procedures:

Generally, minor sanctions up to and including official reprimands may be issued by the supervisor. Major disciplinary actions e.g., suspension and dismissal, may be taken only by the appointing authority acting upon the recommendation of the supervisor.

**Associated Students Incorporated**  
California State University, San Bernardino  
5500 University Parkway  
San Bernardino, CA 92407

**Employee Acknowledgment Form**

I, \_\_\_\_\_, have received, read and  
(Employee's Printed Name)  
understand these Personnel Policies.

(Employee's Signature)

(Date)

I, \_\_\_\_\_, agree that I am  
(Employee's Printed Name)

(Check One)

Exempt

Non-Exempt

By checking "Exempt", I acknowledge that I am a salaried, not hourly-wage employee. Employees receiving an hourly wage should check "Non-Exempt" in this area.

Signed

Date

This page is to be signed and returned to the Associated Students, Inc. General Manager and placed in the employee's personnel file.

**Associated Students Incorporated**  
California State University, San Bernardino  
5500 University Parkway  
San Bernardino, CA 92407

**Memorandum**

Date:

From: Patrick A. Areffi, General Manager

To:

Subject: Appointment/Reappointment to Associated Students, Inc. Student Assistant Position

Congratulations. You have been selected for appointment/reappointment for employment for the Fall/Winter/Spring academic quarter with Associated Students, Inc. Your appointment will be effective upon completion of your Payroll Designation Form (for new hires) and will terminate at the end of the quarter you are appointed/reappointed in.

It is important that you are aware that Associated Students, Inc. operates under an Employment At Will concept. This concept is defined as follows:

Associated Students, Inc. operates under the employment at will policy as stated in the third paragraph of this manual entitled "Employment At Will". This means that both the employee and Associated Students, Inc. have the right to terminate employment at any time, with or without advance notice, with or without cause.

As an Associated Students, Inc. student employee, you are entitled to receive a copy of the Associated Students, Inc. Personnel Policy Manual. If you have not yet received one, please see the Executive Secretary or the Associated Students, Inc. General Manager for a copy.

Please sign in the designated place to confirm that you have read and understand the terms of this appointment and return this form to the Associated Students, Inc. Executive Secretary or the Associated Students, Inc. General Manager.

Signature

Typed or Printed Name

Date

<b>Section 1 - General Policies</b> .....	1
INTRODUCTION .....	1
ADMINISTRATION .....	1
EMPLOYMENT AT WILL .....	1
ORIENTATION .....	1
DEFINITIONS.....	1
Appointing Authority .....	1
Auxiliary.....	2
Managerial Employees .....	2
Temporary Employees .....	2
Regular Employees.....	2
Emergency Employees .....	2
Student Employees .....	2
The Employer .....	2
EMPLOYMENT CATEGORIES.....	2
EMPLOYMENT STATUS.....	3
Regular, full-time (non-student employee) .....	3
Temporary Employee (non-student employee).....	3
Part-time Employees (non-student employee) .....	3
Student Employees .....	3
PERSONNEL RECORDS .....	3
Composition of Files .....	3
Records Review.....	4
AFFIRMATIVE ACTION POLICY .....	4
Implementation Responsibilities .....	5
Complaint Procedure.....	5
Retaliatory Prohibition .....	5
EQUAL EMPLOYMENT OPPORTUNITY POLICY .....	5
Implementation Responsibilities .....	6
Complaint Procedure.....	6
Retaliatory Prohibition .....	6
EMPLOYEE ORGANIZATIONS POLICY .....	6
CAMPUS MEETINGS POLICY .....	7
FILING COMPLAINTS .....	7
UNLAWFUL HARASSMENT POLICY.....	7
SMOKING POLICY .....	8

USE OF STATE VEHICLES POLICY .....	8
EMPLOYEE SAFETY .....	8
On-the-job Injuries .....	9
<b><i>Section 2 – Non Student Employee Policy</i></b> .....	10
PERFORMANCE EVALUATIONS .....	10
EVALUATION SCHEDULE .....	10
Management Employees .....	10
Non-Management, Non-student Employees .....	10
PERSONNEL SELECTION PROCESS .....	10
NEPOTISM.....	11
EMPLOYMENT ELIGIBILITY .....	11
ALLOWABLE PAYROLL DEDUCTIONS/WAGE AND HOUR LAW COMPLIANCE .....	12
Allowable Payroll Deductions.....	12
Wage and Hour Law Compliance .....	12
COMPENSATION AND BENEFIT REQUIREMENTS FOR AUXILIARY ORGANIZATION NON- STUDENT EMPLOYEES .....	12
BENEFIT ENROLLMENT ELIGIBILITY FOR AUXILIARY ORGANIZATION EMPLOYEES ....	12
Salaried Employees .....	12
Hourly Employees .....	12
VACATION LEAVE POLICY .....	13
Eligibility.....	13
Full-time Salaried, Non-student Employees .....	13
Half-time or more Salaried Non-student Employees .....	13
Management Employees .....	13
HOLIDAY AND PERSONAL HOLIDAY POLICY .....	13
Holidays.....	13
Personal Holiday .....	14
PAID LEAVES OF ABSENCE.....	14
Sick Leave .....	14
Military Leave .....	14
Jury Duty .....	15
UNPAID LEAVES OF ABSENCE.....	15
TAX-SHELTERED ANNUITIES POLICY .....	15
LAY-OFF AND RECALL .....	15
Notification.....	15
Order of Layoff .....	15

Options in Lieu of Lay-off .....	16
Payment of Benefits .....	16
Recall.....	16
<b>PROMOTION AND RECLASSIFICATION POLICY .....</b>	<b>16</b>
<b>TERMINATION.....</b>	<b>16</b>
<b>DISCIPLINE.....</b>	<b>16</b>
Procedures .....	17
<b>HOURS OF WORK.....</b>	<b>17</b>
Schedules.....	17
Meal Periods.....	17
Rest Periods.....	18
<b>CONFLICT OF INTEREST .....</b>	<b>18</b>
Outside Employment.....	18
Use of Information .....	18
Use of Services or Material .....	18
Gifts and Gratuities .....	18
<b>OVERTIME.....</b>	<b>18</b>
Standard.....	18
Affected Classifications .....	18
Exceptions .....	18
Time not compensable as overtime.....	18
Compensation.....	18
<b>COORDINATION OF SICK LEAVE WITH DISABILITY PAYMENTS .....</b>	<b>18</b>
<b>HIRING ASSOCIATED STUDENTS, INC. EMPLOYEES FROM STATE SERVICES POLICY .....</b>	<b>19</b>
<b>DRESS GUIDELINES .....</b>	<b>19</b>
<b>USE OF EMPLOYEE IDENTIFICATION CARDS POLICY &amp; PROCEDURE.....</b>	<b>19</b>
<b>STAFF SERVICES AWARD POLICY .....</b>	<b>19</b>
Eligibility.....	19
<b><i>Section 3 – Student Employee Policy .....</i></b>	<b><i>20</i></b>
<b>STUDENT EMPLOYEE CATEGORIES .....</b>	<b>20</b>
Student Employees .....	20
Eligibility.....	20
Hours of Work.....	21
Schedules.....	21
Meal Periods.....	21
Rest Periods.....	21
Performance Evaluations.....	21
Evaluation Schedules .....	21
Evaluation Forms .....	21

The Process .....	22
The appeals process .....	22
Appointment and Termination .....	22
TERMINATION.....	23
DISCIPLINE.....	23
Procedures .....	23
Employee Acknowledgment Form .....	24
Appointment/Reappointment.....	25