

ASSOCIATED STUDENTS, INC.
California State University, San Bernardino

BOARD OF DIRECTORS
AGENDA

March 2, 2021

12:00 p.m.

Location (Virtual Conferencing Link):

<https://csusb.zoom.us/j/89501246883?pwd=Ny9ldWNBUDY0VIEzbHBRL0J1aGp3UT09>

Passcode for Virtual Conference (Required): asibod

Virtual Conferencing in compliance with [CA Executive Order N-25-20 issued on March 12, 2020](#)

Call to Order

Roll Call

Approval of Minutes

Reports: Executive Officers, BOD Reps., Activities, BOD Committees, AS Committees, Campus Committees

Adoption of Agenda

Open Forum (5 minutes/speaker)

Guest Speaker: Jessica Madrigal, SMSU

OLD BUSINESS:

BD 15-21 Revision of the ASI Personnel Policy. (Action) (Policy Committee) (Second Reading)

BD 16-21 Discussion on ASI Class of 2021 Gift. (Discussion) (Moran)

BD 17-21 President's Cabinet debrief and feedback. (Discussion) (Moran)

NEW BUSINESS:

BD 18-21 Discussion of budget status for the remaining 2020-21 academic year. (Discussion) (Galvez)

BD 19-21 Permission to proceed with the application for CLC Lawyer Referral Services in order to continue to provide legal aid to the campus community. (Action) (College Legal Clinic)

ANNOUNCEMENTS

ADJOURNMENT

**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~~Except for 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~~revisions, however, will be effective only if approved in writing by the Board of Directors. ~~Furthermore~~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~~Executive Director for consideration.

ADMINISTRATION

It is the responsibility of the Associated Students, Inc. ~~General Manager~~Executive Director and the Associated Students, Inc. Board of Directors to review and approve the policies contained herein. The ~~General Manager~~Executive Director 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~~period 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.

Commented [PC_User1]: Who is the ASI Executive Director? If it is Jesse Felix that this is referring to, then isn't his proper title "Executive Director"?

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Commented [PC_User2]: Since this is referring to a Personnel Committee, make sure there actually is a Personnel Committee with a Charter or Set of Duties (Procedures) and a formalized, approved list of names and Appointments. Typically, people on these Committees should have an "Appointment Letter" (email or memo or letter) from the Executive Director.

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.

Commented [BR3]: May impact exempt employees by saying that they do not have the authority to hire or fire. Better -- subject to the approval of the GM.

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.

Commented [PC_User4]: We need to delete the "return" after services to bring the sentence together.

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.

Commented [BR5]: Why do we need this? Why educate people about auxiliaries?

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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.

Commented [BR6]: Why?

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

Commented [BR7]: Are all of them approved by Board of Directors? See at will policy above.

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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.

Commented [BR8]: So everyone who completes the probationary period becomes a regular employee? Automatically?

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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.

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

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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.

Commented [BR9]: Why does this say that above?

EMPLOYMENT STATUS CATEGORIES

Regular, full-time (non-student employee) — ~~Benefited — 30 hours or more~~

Regular, full-time employees are those regularly scheduled to work 30 hours per week or more and are eligible for most benefits. ~~Anyone hired to fill a R~~regular, full-time employees begin their employment ~~my~~ by completing position shall serve an introductory ~~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. Regular, full-time employees are employed at will throughout their employment.

Commented [PC_User10]: Note that "at-will status" is used here and a hyphen is used for at-will.

Commented [PC_User11]: Executive Director is used again. Should it be Executive Director?

Temporary Employee (non-student employee) — ~~Benefited — They do not go through an interview process. They are in transition. Often full-time.~~

Temporary employees are those employees appointed for a shall include staff members employed hired for a specific length of time, normally between 30 days and one year. ~~A~~ Temporary employees are employed at will and will be notified of any benefits that they may be eligible to receive may be terminated at any time in accordance with the employment at will provisions of these personnel policies.

Part-time Employees (non-student employee) — ~~used to be students. Less than 30 hours and non-benefited.~~

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

Commented [PC_User12]: This paragraph is talking about part-time Employees. This sentence was copied from the above paragraph and says "temporary employee" and it should say "part-time employee."

Student Employees

Student employees, also referred to as student assistants, office assistants, etc. are those individuals who are regularly enrolled ~~students as students~~ at California State University, San Bernardino (CSUSB) and 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, and are not eligible for benefits. Student employees are employed at will.

PERSONNEL RECORDS

The Associated Students keep records concerning each employee's employment, so it is important that personnel records are accurate and up to date. When employees were hired, they provided us with certain information, and it is important that this information remains current because it enables us to reach employees in an emergency, to maintain benefits properly, and to compute payroll deductions. Employees should notify the Associated Students immediately of any change in name, address or telephone number, marital status, number of dependents, beneficiary or dependents listed on an insurance policy, or any change in the person that should be notified in case of an emergency. 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.

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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.

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Commented [BR13]: Why? Not necessary.

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.

Commented [BR14]: Why? Do you have government contracts?

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.~~

Commented [PC_User15]: ?? Executive Director

Complaint Procedure:

Commented [BR16]: Why here in AA policy? Why not in a separate equal employment policy?

~~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.~~

Commented [PC_User17]: ?? Executive Director

Commented [BR18]: Why? That makes it public.

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.~~

Commented [PC_User19]: ??

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Associated Students is committed to a policy of equal employment opportunity including the conviction that there will not be differential treatment or harassment of persons with regard to an individual's race, color, creed, religion, ancestry, sex, gender, gender identity, gender expression, genetic information, pregnancy, sexual orientation, age, medical condition, military service, veteran's status, marital status, national origin, physical or mental disability, or any other status protected by federal, state or local laws. 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, as well as in the policies and practices governing programs or extracurricular life and activities. It is the duty of every employee 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, ~~the office of Human Resources,~~ 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.

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 ~~face, 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.

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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.

Commented [PC_User21]:

Complaint Procedure:

Any employee or applicant for employment who feels that he or she has been subject to discrimination on the basis of ~~face, 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

Commented [BR22]: Not a complete list.

Commented [BR23]: What is the GM is the accused?

~~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.

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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.

Commented [JF24]: is this in line with our bylaws?

-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~~ workday. 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~~

Commented [BR25]: Better to call it an Open Door Policy?

~~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:~~

Commented [BR26]: President? What about the GM?

- ~~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 with regard to a complaint.~~

Commented [BR27]: These are pretty broad categories. When would this procedure apply?

UNLAWFUL HARASSMENT POLICY

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, color, creed, religion, ancestry, sex, gender, gender identity, gender expression, genetic information, pregnancy, sexual orientation, age, medical condition, military service, veteran's status, marital status, national origin, physical or mental disability, or any other status protected by federal, state or local laws. In keeping with this commitment, the Associated Students maintains a strict policy that prohibits unlawful harassment of employees, applicants, unpaid interns, volunteers, and others by managers, supervisors, or co-workers, and unlawful harassment of students by employees of the Associated Students, as well as by teachers, coaches, counselors and peer advisors. Visitors to the campus, and workers employed by the University, by other auxiliaries, or by other public or private organizations engaged in business with the Associated Students, are expected to comply with this 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 disciplinary action which may include discharge.

Definition of Harassment

For the purposes of this policy, unlawful harassment means harassment on the job that is in fact prohibited by provisions of state or federal law applicable to the 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's or student's performance, or that creates an intimidating, offensive or hostile working or educational environment. This may occur where:

1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment or education.

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

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

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

Examples of Harassment

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

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

Other Prohibited Discrimination and Harassment

The Associated Students also prohibits harassment or discrimination on the basis of race, color, creed, religion, ancestry, sex, gender, gender identity, gender expression, genetic information, pregnancy, sexual

orientation, age, medical condition, military service, veteran's status, marital status, national origin, physical or mental disability, or any other status protected by federal, state or local laws. Such prohibited activity includes, but is not limited to, the following examples of offensive conduct:

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

Reporting and Complaint Procedure

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

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

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

No Retaliation

It is the obligation of all employees to cooperate fully in the investigation process. In addition, disciplinary action may be taken against any employee who is uncooperative or who attempts to discourage or prevent an employee from using the Associated Students' complaint procedure to report unlawful 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 an investigation or any other aspect of the process described herein shall not be retaliated against. Retaliation is itself a violation of this policy and is a serious offense. Complaints regarding allegations of reprisal should be immediately brought to the attention of the Office of Human Resources. Complaints regarding allegations of reprisal should be immediately brought to the attention of the Office of Human Resources.

Corrective Action

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

Additional Information

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

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:

Commented [BR28]: Not a complete list.

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.~~

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Commented [BR29]: President or the GM? How about both?

~~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.~~

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OPEN DOOR POLICY

The Associated Students promotes ongoing open communications between its employees and management. We believe that good communication is essential to the well-beingwell-being of the Associated Students as an organization and that problems, questions, concerns, or complaints that are left unresolved, negatively impact our work and our environment. If you have a question, concern, or complaint of any kind, you are urged to bring it immediately to the attention of your supervisor. Alternatively, if you believe that your immediate supervisor is not the appropriate person with whom to

raise the concern, you may raise it with a Department Manager, the ~~Office of Human Resource Manager~~, or with the Executive Director.

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COMPLAINT RESOLUTION

The Associated Students encourages you to bring your questions and concerns regarding wages, hours, working conditions, or core values to our attention. We will give careful consideration to your questions and concerns in our continuing effort to improve operations and communications.

If there is anything bothering you about your job, get it out in the open and talk about it. Discuss it frankly with us and we will do everything we can to help you remedy the situation. Your complaint will be handled in an open and fair manner.

First, if you feel you have a problem, you should present the situation to your immediate supervisor. Your immediate supervisor knows you and your job best. Past situations have shown that most problems can be settled by simple examination and discussion of the facts at this level. However, if your complaint involves your supervisor, or if you are not satisfied with your supervisor's response, or if for any reason you do not wish to bring the problem to your supervisor's attention, **must go to Executive Director or ASI President**, you may present your concern to your Department Head or to Human Resources.

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Finally, if your problem is still not solved to your satisfaction, you may contact the Executive Director. All complaints will be discussed, reviewed and investigated in a confidential manner. In addition, we wish to assure you that you will not be retaliated against in any manner for the use of the Complaint Resolution Procedure.

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:

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Smoking is not permitted ~~within any part of the Student Union building on CSUSB property.~~

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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 ~~forth~~ 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~~workplace. Notify the department of ~~Public Safety~~supervisor 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 report the accident as soon as possible to the supervisor ~~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.~~

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Commented [PC_User30]: Alert: Please clear this statement through the ASI Attorney. It may be very risky to advise students or employees to not seek medical assistance if injured on the job. Significant liability for ASI could be involved.

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Commented [BR31]: Nope. Not a good idea.

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Commented [PC_User32]: Alert: Likewise clear this through the ASI Attorney. There may be liability for ASI involved here.

Commented [BR33]: Also not a good idea.

Section 2 – ~~Non-Student~~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.

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EVALUATION SCHEDULE

Management Employees:

Management employees shall be evaluated at ~~six months~~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~~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.~~

Commented [BR34]: Move to a separate internal policy manual.

~~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/HIRING OF RELEATIVES

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. Relatives of present employees will not be hired by the Associated Students if the individual(s) concerned work in a direct supervisory relationship in the personnel or payroll departments. Relatives include an employee's parent, child, spouse, domestic partner, 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. 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,

Commented [BR35]: Need to get rid of the word "probationary"

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~~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, or 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

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Commented [PC_User36]: This section is complicated, and I believe that the lists a, b and c you have are not accurate. The Form I-9 Acceptable Documents to establish employment eligibility are located at:
<https://www.uscis.gov/i-9-central/acceptable-documents/list-documents/form-i-9-acceptable-documents>

You will note that it requires either: 1 document from List A, or a combination of 1 document from List B and one document from list C (two documents required if lists B and C are used).

Additionally, you do not have all the types of documents listed in you a, b and c. To see the complete list, refer to the attachment I've provided, Form I-9 (on the last page). Also refer to the guidance on I-9 Employment Eligibility Verification at:
<https://www.uscis.gov/i-9>

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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

~~If authorized in writing by the employee, a~~ parking fee is deducted ~~from every paycheck of Associated Students, Inc. for those non-student employees who have requested parking on campus 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~~[Executive Director's or Executive Secretary's office at the ASI front desk or on the ASI Website.](#) 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.~~

Commented [BR37]: Why?

~~**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.

Commented [BR38]: These are the only hourly employees?

Commented [BR39]: What about sick pay?

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. <u>1 mo.</u>	10 days	6 2/3 hours
3 yrs. 1mo. to 6 yrs. <u>1 mo.</u>	15 days	10 hours
6 yrs. 1mo. to 10 yrs. <u>1 mo.</u>	17 days	11 1/3 hours
10 yrs. 1mo. to 15 yrs. <u>1 mo.</u>	19 days	12 2/3 hours
15 yrs. 1mo. to 20 yrs. <u>1 mo.</u>	21 days	14 hours
20 yrs. 1mo. to 25 yrs. <u>1 mo.</u>	23 days	15 1/3 hours
25 yrs. 1mo. and over	24 days	16 hours

Commented [BR40]: Nope. This creates an unlawful acceleration in year one.

Commented [JF41R40]: Need to alter.

~~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.~~

Commented [BR42]: Part-timers get vacation? Delete this provision.

~~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~~ 440 hours ~~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.~~

Commented [BR43]: Nope. See above.

Commented [BR44]: Consider deleting it if addressed in a separate policy.

HOLIDAY AND PERSONAL HOLIDAY POLICY

Holidays:

All benefited regular full-time employees are eligible to receive holiday pay that is equivalent to the employee's regular daily wage. Pay is for the purpose of allowing employees paid time off for special occasions. There are usually 12 such holidays per year, seven, which are *observed*, and five that are *rescheduled*. The observed holidays are: 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. 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.

The exact holiday schedule is announced at the beginning of each calendar year, and follows the University's holiday calendar. *Rescheduled* holidays are taken and observed between Christmas and New Year's Day, when the Associated Students is closed. Employees are only eligible to be paid for an observed rescheduled holiday that occurs during their employment. Employees are only eligible to be paid for an observed rescheduled holiday that occurs during their employment.

If a holiday falls on a Sunday, employees working a regular Monday through Friday schedule will normally observe the holiday on the following Monday. If the holiday falls on a Saturday, employees working a regular Monday through Friday schedule will normally observe the holiday on the preceding Friday.

Eligible employees who are not scheduled to work on a holiday will be paid for the day of the actual holiday. Non-exempt regular employees who are required to work on a holiday may be paid the employee's regular rate for all time worked, in addition to receiving holiday pay. Holidays which occur during an employee's vacation, or other paid leave, will be paid as a holiday.

Personal Holiday:

All eligible employees are entitled to one, ~~8 hour~~ Personal Holiday during each calendar year. The maximum number of accrued but unused Personal Holidays is one day. Personal Holidays should be scheduled in advance with your supervisor. All accrued but unused Personal Holidays are paid at the time of separation of employment. Each eligible employee shall be entitled to one personal

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~~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. The scheduling of the holiday shall be by mutual agreement of the employee and the appropriate administrator.~~

Commented [BR45]: Nope. Unlawful.

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. _____

~~In order to minimize the economic hardships that may result from an unexpected short-term illness or injury to an employee or legal dependent, the Associated Students provides its employees with sick pay benefits for the actual illness or injury of an employee or to care for the employee's spouse, parent, sibling, children, grandchild, or grandparent. Paid sick leave also may be used for doctor appointments, preventative care, and by victims of domestic violence, sexual assault, or stalking to obtain relief, including medical attention and psychological counseling.~~

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~~At the start of each fiscal year, every benefited employee receives and may take up to 96 hours of sick pay during the calendar year. New benefited employees who start after January 1 will receive a pro-rata portion of 96 hours of sick pay that may be used during the balance of the year. Any pro-rata portion received by benefited employees will be no less than 24 hours. Any unused sick pay days will not be carried into a new calendar year given that benefited employees receive a new 96 hours of sick pay at the start of each new calendar year on January 1. Available and unused sick pay days will be reflected on your pay stubs.~~

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~~Non-benefited employees who work more than 30 days in a year are also eligible for sick pay. Non-benefited employees receive and may take up to 24 hours of sick pay during the calendar year. Any unused sick pay days will not be carried into a new calendar year given that non-benefited employees receive a new 24 hours of sick pay at the start of each new calendar year on January 1. Available and unused sick pay days will be reflected on your pay stubs.~~

~~All employees may use paid sick leave in no less than two (2) hour increments. If you have no sick time available, time off that is taken will be deducted from your available accrued vacation balance. When employment ends, no unused sick pay will be paid to you. Unplanned absences due to illness or injury on a regular scheduled work day will be charged to sick leave and may not be substituted for a vacation day or personal holiday.~~

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Written verification from a doctor that an employee is unable to work may be required for any absence longer than three days. Employees who are absent for longer than three days may be ineligible to return to work until they provide a doctor's certificate that allows them to return to work. Additionally, three days of absence from the workplace without notification will be deemed a job abandonment and may result in your immediate dismissal.

Eligible employees may use sick pay to supplement other disability related benefits. For example, you may use sick pay to make up the difference between the compensation you receive from state disability benefits and your regular wages, until your accumulated sick pay is used up.

~~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:

~~The Associated Students is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the Associated Students' policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of~~

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Commented [BR46]: Nope. Does not comply with the law.

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that person's membership in or obligation to perform service for any of the Uniformed Services of the United States.

Any employee who serves in the Armed Forces, the Army National Guard, and Air National Guard for training or active service is entitled to a leave of absence.

Reinstatement Based ~~On~~ Duration

- If service is less than 31 days or for the purpose of taking an examination to determine fitness for service, the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours after a time for safe transportation back to the employee's residence.
- Associated Students, Inc. will continue to compensate non-student 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.
- If service is for more than 30 days but less than 181 days, the employee must submit an application for reemployment with Human Resources no later than 14 days following the completion of service.
- If service is more 180 days, the employee must submit an application for reemployment with Human Resources no later than 90 days following the completion of service.
- If the employee is hospitalized or convalescing from a service-connected injury, the employee must submit an application for reemployment with Human Resources no later than two years following completion of service.
- Reinstatement of an employee returning from military leave will not be made when circumstances have so changed as to make reinstatement impossible, unreasonable, if reinstatement would impose an undue hardship on the Associated Students, or if the employee's employment was for such a brief, nonrecurrent period that there is no reasonable expectation that such reinstatement would have continued indefinitely or for a significant period.

Benefits

If service is less than 30 days (paid or unpaid status), health benefits will continue uninterrupted.

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Required Documentation

Employees must submit written verification from the appropriate military authority. Upon return, employees must submit a certificate of satisfactory completion of service.

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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:

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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.

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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.

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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.

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Jury Duty:

Associated Students, Inc. non-student employees who have been summoned to jury service shall be granted a paid leave of absence of up to 10 days while serving on a jury. 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, Employees may use any accrued but unused vacation while serving on a jury. Any fees paid by the court as compensation for service must be remitted to Associated Students, Inc. before paid leave can be credited during jury service.~~ 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.

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Commented [BR48]: Who would elect to use their vacation? What CTO?

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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.

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FAMILY MEDICAL LEAVE

Under the California Family Rights Act ("CFRA"), eligible employees are entitled to take medical leave and family care leave up to a combined total of 12 weeks in any 12-month period.

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Eligible Employees

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

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

Duration Of Leave

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

. the parents' combined leave for the birth or placement of a child may not exceed 12 weeks during any 12-month period.

An eligible employee may take intermittent leave or may work a reduced work schedule for a serious health condition of the employee's child, parent, spouse or of the employee when medically necessary and if certified by a health care provider. If the need for the leave or intermittent leave is foreseeable, the employee should consult with the Associated Students 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 personnel department. If an employee fails to pay his or her portion within 30 days of the due date of a premium, his or her health insurance coverage may be canceled. In such cases, employees will be notified at least 15 days before coverage terminates.

Employees on family care or medical leave do not accrue seniority 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 seniority earned prior to the commencement of family care or medical leave.

Coordination Of Benefits

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

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

Notice Requirements

Employees who need to take family care or medical leave should contact the Human Resource Office 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 personnel department at least 2 working days prior to the

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

Medical Certification

An employee taking leave for the serious health condition of a family member or for his or her own serious health must provide the Associated Students with certification from a health care provider on the Associated Students' form, within 15 calendar days of the Associated Students' request. Failure to provide a satisfactory medical certification may result in the denial of leave.

In cases of a leave for the serious condition of an employee, the Associated Students may require the medical opinion of a second health care provider at its own expense, chosen by it to substantiate a medical certification. If the second opinion is different from the first, the Associated Students may require the opinion of a third health care provider (also at its own expense) jointly approved by both the Associated Students 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 Associated Students will require recertification of the employee's or the family member's serious health condition. The Associated Students 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 leave of absence. Outside employment during your leave will result in immediate termination.

Reinstatement

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

Under most circumstances, 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.

PREGNANCY LEAVE

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

Duration of Leave

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

Transfer And Accommodation

An employee is also entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability so long as (1) the employee requests the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and (2) the request can be reasonably accommodated by 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

Group health insurance coverage will continue for eligible employees taking pregnancy disability 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 personnel department. If an employee fails to pay his or her portion within 30 days of the due date of a premium, his or her health insurance coverage may be canceled. In such cases, employees will be notified at least 15 days before coverage terminates.

Employees on family care or medical leave do not accrue seniority 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 pregnancy disability leave of absence will not lose any seniority earned prior to the commencement of pregnancy disability 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 month4-month total leave period limitation allowed under this pregnancy-related disability leave policy.

Medical ~~ertification~~certification

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

Notice

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

Employees must provide at least 30 days' notice when the need for pregnancy-related disability leave is foreseeable. If the need for leave is not foreseeable, notice must be given to 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 so as 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 a recertification prior to the expiration date if the employee desires additional leave. Extensions will not be granted that cause the total period of the pregnancy-related disability leave to exceed the 4-month limitation.

Outside Employment

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

Reinstatement

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

Under most circumstances, 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.

QUALIFYING EXIGENCY LEAVE

For employees who are eligible for leave under the CFRA (above), the Associated Students provides those employees up to 12 weeks of leave during a 12-month period to assist a spouse, domestic partner, son, daughter, or parent on active military duty or who is called to active military in support of a contingency operation, to manage their affairs and to address certain exigencies while the family member is on active duty. Such exigencies include:

- Short Notice Deployment
- Military Events and Related Activities
- Childcare and School Activities
- Financial and Legal Arrangements
- Counseling
- Rest and Recuperation
- Post-Deployment Activities
- Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

The Associated Students requires certification that the family member is a member of the National Guard or Reserves who is on active duty or has been called to active duty in support of a contingency operation (i.e. active duty orders); and requires a written statement from the employee (including available support documentation) about the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member. Qualifying Exigency leave is taken under the same terms and conditions as Family and Medical Leave, set forth above.

UNPAID PERSONAL LEAVES OF ABSENCE

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After a non-student employee has completed at least six months of employment, an unpaid personal leave of absence for a specified period of time that is no longer than 30 days may be granted, at the Associated Students' discretion. Requests for a personal leave of absence must be presented in writing to the ~~Human Resource Office Executive Director~~ at least 30 days in advance, whenever possible. Your request will be considered on the basis of our staffing requirements, the reasons for the leave, as well as your performance and attendance record.

Employees on a personal leave of absence do not accrue seniority or benefits including holiday pay. Vacation and sick pay will begin accruing when the employee returns to work. An employee who takes a personal leave of absence will not lose any seniority 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 you return to work, you should notify the ~~Human Resources office Executive Director~~ when you are ready to return to work at least two weeks before the expiration of your leave. The ~~Human Resource office, or Department Head Executive Director~~ will notify you if an opening exists. The Associated Students cannot guarantee reemployment to employees returning from a personal leave of absence.

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

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

ORGAN DONOR & BONE MARROW LEAVE

The Associated Students provides employees with paid leave for the purpose of donating organs or bone marrow. When donating an organ to another person, an employee may take up to 30 business days in any one year period and may take an additional 30 days of unpaid leave to donate an organ to another person within the one year period. When donating bone marrow, an employee may take up to five business days in any one year period. The one year period for the leaves under this policy is measured from the date that the employee begins his or her leave.

Employees who wish to take leave to donate an organ or bone marrow are required to provide as much advance notice as possible and must provide Human Resources with verification from a physician that

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the donation will take place and that there is a medical necessity for the donation. While this leave is paid, employees must first use up to 10 days accrued sick or vacation time when donating an organ, or up to five days accrued sick or vacation time when donating bone marrow. Leave taken under this policy does not constitute a break in service for things like healthcare insurance coverage, accrual of vacation or sick pay, or seniority, but this leave shall not run concurrently with an eligible employee's CFRA leave.

Under most circumstances, an employee returning from leave under this policy will be reinstated to the same or equivalent position; however employees have no greater right to reinstatement than if they had been continuously employed during the leave. For example, if the employee would have been laid off had he/she not gone on leave, or if the position is eliminated during the leave, then he/she will not be entitled to reinstatement.

TIME OFF FOR VICTIMS OF DOMESTIC VIOLENCE

The Associated Students is concerned about those of its employees who may become victims of domestic violence. For that reason, the Associated Students permits employees who become victims of domestic violence to take time off to obtain a restraining order, medical treatment, psychological counseling, assistance from a shelter or similar organization, or to obtain relief to help ensure the health, safety or welfare of the employee or of the employee's child, including time off to participate in safety planning. Employees may use their unused vacation or sick pay when taking time off due to domestic violence; otherwise the time off will be unpaid.

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

Employees who are victims of domestic violence also should be concerned about how their domestic situation might impact employees of the Associated Students. That is why employees who obtain restraining orders as the result of domestic violence should provide a copy of the restraining order to **Human Resources** the Executive Director, as well as a photograph and a description of the individual who is being restrained.

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

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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 appointments are subject to the provisions of this policy.

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Notification

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

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Order of Layoff

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

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1. Probationary employee.

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2. Regular employee.

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The appointing authority, acting upon recommendations of individual supervisors, shall consider operational requirements, length of service, quality of performance, program requirements, and alternative 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.

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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.

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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.

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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.

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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.

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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:

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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 any safety, health, security or policies, rules or procedures of Associated Students, Inc. ~~policies or the University.~~

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.

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 alters the Associated Students' policy of at-will employment. Either you or the Associated Students remains free to terminate the employment relationship at any time, with or without cause or prior notice.

Procedures:

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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.

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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 hourly employees shall be entitled to an uninterrupted duty-free 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 workstation 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 or major fraction thereof. 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.

OVERTIME

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

You may not work overtime unless it has been authorized in advance by your supervisor. Employees working unauthorized overtime will be subject to disciplinary action.

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CONFLICT OF INTEREST

The Associated Students is concerned about conflicts of interest between the Associated Students and its clients and vendors, and between the Associated Students and its employees. While you are employed with us, the Associated Students is entitled to your undivided loyalty. That means that you have an obligation both to avoid actual and potential conflicts of interest with the Associated Students and its clients and vendors. An obvious conflict of interest would include engaging in, or preparing to engage in, a business that competes with the Associated Students' business. Another obvious conflict would occur if you accepted a gratuity, gift or premium from a vendor who is seeking to do business with the Associated Students. For these reasons, you should not engage in, directly or indirectly, either on or off the job, any conduct that is disloyal, disruptive, competitive, or damaging to the Associated Students. You also are expected to represent the Associated Students in a positive, ethical, and loyal manner.

Any employee found to be in violation of the Associated Students' conflict of interest policy will be subject to discipline, up to and including immediate termination. If you have any questions in regard to whether any actions may constitute a conflict of interest or violation of this policy, you should speak to your supervisor or to the Executive Director immediately.

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.

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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.

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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.

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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.~~

Commented [BR59]: Why a separate policy? Move this to the sick pay policy?

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

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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. Nothing in this policy is intended to discriminate against any employee based on hair texture or protective hairstyles that are historically associated with race – e.g., braids, twists, afros, dread locks, corn rows, etc.

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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:

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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.

USE OF TECHNOLOGY AND THE INTERNET

The Associated Students' computer systems, voice mail, electronic mail (e-mail), and its access to the Internet enable employees to access and exchange information quickly and efficiently. When used properly, we believe these resources greatly enhance employee productivity and knowledge.

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

Once 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.

- 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.
- Employees should delete unwanted voice mail and e-mail messages as soon as practical and should log off when not using the computer system.
- Employees should exercise good judgment in the use of e-mail distribution lists; these lists are developed for the convenience of the addressees and unnecessary or frivolous messages should not be sent, thereby cluttering up user screens.
- Employees should not use a password, access a file, or retrieve or download any stored communication without express authorization. You also should not send e-mail or other communications that either mask your identity or indicate that someone else sent them, and you should never access another employee's voice mail, e-mail, or computer systems without express authorization.
- 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.

- Any illegal, discriminatory, threatening, harassing, abusive or offensive comments. For example, the display or transmission of sexually explicit images (including pornography), messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes or anything that may be construed as harassment or showing disrespect for others.
- Anything in conjunction with an employee's outside business endeavors or sales of any product or outside service (home products, cosmetics, etc.).
- Messages or other communications violating a Associated Students policy or contrary to supervisory instructions.

- 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.
- For personal reasons unrelated to the Associated Students' business.

Employees should notify their immediate supervisor, the network administration or any member of management upon learning of a violation of this policy. Any violations of these "Guidelines for Use" or other provisions of this policy may result in disciplinary action, including possible termination.

External Access & 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. Also, 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 MIS Department 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. Indeed, the Associated Students reserves the right to access any voice mail, e-mail, Internet usage or other computer-stored information at any time.

TERMINATION

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. You are required to return all property owned

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by the Associated Students (e.g., corporate credit cards, university parking pass, computers, keys, uniforms, identification badges) prior to your departure.

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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. Sick Pay
- ~~1-2.~~ Workers' Compensation.
- ~~2-3.~~ 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~~

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~~(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. A student employee cannot work in excess of 20 hours in a week without prior approval from their direct supervisor.~~ Executive Officers cannot work in excess of 20 hours in a week without prior approval from the ASI Executive Director.

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 work 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

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~~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
 - ~~_____~~ The Associated Students, Inc. Vice President
 - 4.
- e. ~~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.~~

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~~e.c.~~ 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:

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1. The Associated Students, Inc. ~~General Manager~~Executive Director
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

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This is to acknowledge that I have received a copy of the Associated Students (“Associated Students”) Personnel Policies Manual, and I understand that it describes important information about the Associated Students. I understand that it is my responsibility to read the Manual and to abide by the rules, policies and standards set forth in it. I understand that the contents of this Manual are presented solely as a matter of information and guidance, and that this Manual is not intended to be, nor should it be viewed as, either an express or implied contract between 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 Manual as it deems necessary, with or without prior notice.

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Employee Signature

Date

Employee Name - Print

Human Resource Office - Signature

Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

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.

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

Memorandum

Date:

From: Patrick A. Areff, ~~General Manager~~ Executive Director

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~~ Executive Director 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~~ Executive Director.

Signature

Typed or Printed Name

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Date

NEEDS TO BE UPDATED

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