



PERSONNEL MANUAL

STUDENT UNION
SAN JOSÉ STATE UNIVERSITY
DECEMBER 2018

SAN JOSE STATE UNIVERSITY

STUDENT UNION

MISSION STATEMENT

The Student Union Corporation offers quality services and programs that promote social, recreational, cultural and educational development. The Student Union, Inc. of San Jose State University is committed to operating a financially responsible business, facilitating and enhancing the learning experience of a diverse campus and community. The Student Union, Inc. invests in the well-being of the San Jose State University students to be socially responsible leaders and productive individuals who meet the challenges of the ever-changing world.

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SECTION I:
INTRODUCTION

HISTORY OF THE STUDENT UNION

The history of the San Jose State University Student Union is an example of cooperation between students and administrators. The Student Union began in 1963, when students voted to construct the Student Union building. As a result of that student vote, the Student Union building opened for the first time in the fall of 1969. During the 1980's, students again voted to build a recreation and event center. In May 1988, the Aquatic Center opened, and in May 1989, the Event Center/Sport Club was completed. In 2006, the Student Center Facilities Project was approved via alternative consultation for the expansion & renovation of the Student Union building and the construction of a new recreation facility. The Diaz-Compean Student Union was completed in 2016.

Completion of the new Spartan Recreation & Aquatic Center, located at Paseo de San Carlos and 7th Street, is scheduled for spring of 2018. This complete fitness and wellness center will house a 1/8-mile indoor track, rock wall & bouldering area, two pools with deck space, three basketball courts, a MAC court, four fitness studios, 4 separate cardio & fitness areas, and social meeting space.

The Student Union is a non-profit, self-supporting corporation. The purpose of the Student Union is to contribute to the social, cultural, recreational and educational development of students, faculty, staff, alumni and the community through programs and services. The Student Union Board of Directors is the policy-making body for the Student Union; the Executive Director manages the day-to-day operations of the Student Union.

ABOUT THIS MANUAL

The Student Union's Personnel Manual will assist you in finding the answers to any questions that you may have and to familiarize you with the Student Union's philosophy, guidelines, and employee benefits. Please read it carefully and keep it for future reference. Remember, this Manual is only intended to provide a summary of the policies and benefits of the Student Union. It is *not* intended to create a contract of employment, express or implied, or to modify the rights of the Student Union and you to terminate employment at will at any time for any reason.

This Manual replaces all prior handbooks, manuals, and policies, and it applies to our benefited employees (although many of the policies in this Manual, such as equal employment opportunity and harassment, apply to all employees). Although this Manual is intended to be comprehensive, it cannot answer every question or anticipate every situation. Owing to ongoing changes in applicable governmental regulations and the needs of our organization to retain necessary operational flexibility in the administration of policies and procedures, the Student Union reserves the right to modify, rescind, delete, or add to any of the provisions of this Manual, except for the policy of at-will employment. You will be notified of any modifications to this Manual.

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

SECTION II:
EMPLOYMENT RELATIONSHIP

EQUAL EMPLOYMENT OPPORTUNITY

The Student Union 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 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.

ACCOMMODATIONS FOR PHYSICAL AND MENTAL DISABILITIES

The Student Union will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. Any applicant or employee who requires an accommodation to perform the essential functions of the job should contact Human Resources and request such an accommodation. The individual with the disability should provide medical certification of the need for an accommodation and should specify what accommodation he or she needs to perform the job. The Student Union then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. The Student Union will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Student Union will endeavor to make the accommodation.

HARASSMENT

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

Definition of Harassment

For the purposes of this policy, unlawful harassment means harassment on the job that is in fact prohibited by provisions of state or federal law applicable to the Student Union 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 Student Union 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 Student Union 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 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 Student Union 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 Student Union 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 Student Union 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 Student Union's policy against harassment is found to have been violated, appropriate remedial and corrective action, up to and including termination, will be taken against the alleged harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

No Retaliation

It is the obligation of all employees to cooperate fully in the investigation process. In addition, disciplinary action may be taken against any employee who is uncooperative or who attempts to discourage or prevent an employee from using the Student Union's complaint procedure to report unlawful harassment. Retaliation by a Student Union 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 Human Resources.

Corrective Action

If unlawful harassment of, or by, a Student Union's employee, applicant, intern, volunteer, or student is established, the Student Union 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 Student Union will take action to minimize the recurrence of any unlawful behavior.

Discipline that the Student Union 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 Student Union's internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission ("EEOC") or the California Department

of Fair Employment and Housing (“DFEH”) to report unlawful harassment. The EEOC and the DFEH serve as neutral fact-finders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact Human Resources, or you may contact the nearest EEOC or DFEH office.

AT-WILL EMPLOYMENT

Employment with the Student Union is at-will. This means that the employment relationship may be terminated at any time with or without cause, with or without prior notice by either an employee or the Student Union. In fact, every aspect of your employment relationship with the Student Union is on an at-will basis. As part of your at-will employment, the Student Union expressly reserves its inherent authority manage and control its business enterprise and to exercise its sole discretion to determine all issues pertaining to your employment, including (but not limited to) all matters pertaining to promotion, salary, job assignment, the size of the workforce, demotion, transfer, and discipline. No manager, supervisor, or employee of the Student Union has any authority to make any promise or representation, or otherwise to enter into any binding agreement, altering in any way an employee’s at-will status. Only the Executive Director of the Student Union has the authority to alter this arrangement to enter into an agreement for employment for a specified period or to make any agreement contrary to this policy. Furthermore, any agreement that alters the “at-will” nature of employment must be in writing and must be signed by the Executive Director of the Student Union and you.

CONFLICTS OF INTEREST

The Student Union is concerned about conflicts of interest between the Student Union and its clients and vendors, and between the Student Union and its employees. While you are employed with us, the Student Union is entitled to your undivided loyalty. That means that you have an obligation both to avoid actual and potential conflicts of interest with the Student Union 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 Student Union’s 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 Student Union. 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 Student Union. You also are expected to represent the Student Union in a positive, ethical, and loyal manner.

Any employee found to be in violation of the Student Union’s 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.

OPEN DOOR POLICY

The Student Union promotes ongoing open communications between its employees and management. We believe that good communication is essential to the well being of the Student Union 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 the Executive Director.

SECTION III:
WORKING

EMPLOYMENT CATEGORIES

In order to determine eligibility for various benefits, the following employment categories have been established.

Introductory Employees

The first 90 calendar days of employment are an introductory period. During this period, your supervisor will orient you to your job and to the Student Union. Your supervisor will also assess your ability to perform your assigned tasks. Since all employment with the Student Union is at-will, employment may be ended either by you or the Student Union at any time, with or without cause, during or after the 90-day period. The 90-day introductory period may be extended by the Student Union, at its sole discretion, if it determines that such an extension is desirable or appropriate for any reason. During the introductory period, employees who are eligible may accrue benefits, but may not use benefits, such as vacation, during their introductory period.

Regular Employees

Once you successfully complete your introductory period, you are deemed to be a “regular” employee. All employment with the Student Union continues only upon the mutual consent of the employee and the Student Union.

Benefited Employees

Our benefited employees are regular employees who are scheduled to work at least 40 hours per week, and are eligible to receive Student Union benefits, and includes those who have been notified that they are eligible to receive benefits.

Non-Benefited Employees

Our non-benefited employees are part-time, temporary, on-call, or student employees who are not eligible to receive Student Union benefits, unless specifically provided for otherwise.

State-Reimbursed Employees

State-reimbursed employees are state employee positions that are reimbursed by the Student Union. Information on benefits for state-reimbursed employees can be obtained from San Jose State University Human Resources. When a state-reimbursed position is vacated, the Student Union reserves the right to replace the position with a Student Union corporation position.

Employees are also classified as either exempt or non-exempt for the purpose of overtime compensation.

Non-exempt

Non-exempt employees are entitled to receive overtime pay when they work overtime hours. Most of our clerical employees are non-exempt.

Exempt

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

WORKING HOURS & SCHEDULE

The Student Union's regular workweek is Sunday through Saturday, beginning at 12:01 a.m. on Sunday morning and ending at 12:00 a.m. the following Sunday night. Daily and weekly work schedules may change from time to time at the discretion of the Student Union to meet varying needs of our business.

Employees who work in excess of five hours in a workday are provided with at least a 30-minute unpaid meal period that must begin before the start of the employee's fifth hour of work. Employees who work in excess of 10 hours in a workday are eligible to receive a second meal period of no more than 30 minutes.

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

TIMEKEEPING PROCEDURES

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

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

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

PERSONNEL RECORDS

We keep records concerning your employment, so it is important that your personnel records are accurate and up to date. When you were hired, you provided us with certain information about yourself, and it is important that this information remains current because it enables us to reach you in an emergency, to maintain your benefits properly, and to compute your payroll deductions. Please notify the Student Union immediately of any change in your name, address or telephone

number, marital status, number of dependents, beneficiary or dependents listed on your insurance policy, or any change in the person that you want us to notify in case of an emergency.

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.

PAYMENT OF WAGES

Paydays generally occur on the 5th and the 19th of each month. If either of these dates falls on a weekend or a holiday, you will be paid on the workday immediately preceding the payday. Paychecks received on the 5th day of the month correspond to work performed from the 16th through the end of the previous month. Paychecks received on the 19th of the month correspond to work performed from the 1st through the 15th of the current month. Paychecks will be given only to the employee whose name appears on the check, unless the employee provides written authorization for another individual to retrieve his or her paycheck.

If you believe that there is an error in the amount of your pay, you should promptly bring it to the attention of the Student Union's Human Resource Office so that it can either be explained or corrected promptly.

PUNCTUALITY & ATTENDANCE

The Student Union expects you to be reliable and to be punctual in reporting for scheduled work. Absenteeism, tardiness, and early departures from work place are an undue burden on other employees and on the Student Union. If you cannot avoid being late to work or are unable to work as scheduled, you must call and report your absence to your supervisor at least two hours before the start of your shift, and each day thereafter. If it is not practical for you to speak with your supervisor when you call, you must leave a message and then call back when your supervisor is available.

Excessive absenteeism, early departures, or tardiness may lead to disciplinary action, up to and including termination of employment. Simply notifying your supervisor that you will be absent or tardy does not mean that the absence or tardiness is excused. If you are absent due to illness for three consecutive days or more, the Student Union reserves the right to require a doctor's certificate

before you return to work. Unless other arrangements have been made, you should call your supervisor each day that you are absent. Employees who fail to report to work without any notification to the employee's supervisor for three consecutive days will be considered to have voluntarily terminated their employment with the Student Union as of the first day of the unreported absence.

Due to the nature of the position (e.g. event coordination, audio visual, etc.) a flexible work schedule may be permitted with the approval of the individual's supervisor.

PERFORMANCE EVALUATIONS

Performance evaluations are conducted annually to provide both you and your supervisor with the opportunity to discuss your job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. However, you should understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or even continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of, the Student Union.

In addition to these more formal performance evaluations, the Student Union encourages you and your supervisor to discuss your job performance on an ongoing basis. Documented oral discussion and written feedback throughout the fiscal year may serve as evaluation of one's performance.

COMPLAINT RESOLUTION

The Student Union encourages you to bring your questions and concerns regarding wages, hours, core values, or working conditions 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, you may present your concern to your Department Manager or to someone in Human Resource Manager.

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.

WHISTLEBLOWER POLICY

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

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

SECTION IV:
BENEFITS

SUMMARY OF MEDICAL AND RELATED BENEFITS

Medical Benefits

Numerous medical plans are provided to our benefited employees through the Public Employees Retirement System (PERS), which include a comprehensive plan through Blue Shield, and several HMOs and PPOs such as Kaiser, PERS Choice, and PERS Care. The Student Union contributes toward your medical premiums, and you pay the additional costs with non-taxable dollars. New employees have 60 calendar days after being hired to enroll in a medical plan. Coverage begins the first day of the month following submission of the completed enrollment form. Retirees and their eligible dependents are also covered by medical benefits. Complete details of our medical benefit plans are described in separate materials which will be provided to you at your request or when you become eligible for this benefit.

Domestic Partner Benefits

In accordance with PERS, domestic partners of our benefited employees may also be eligible for medical benefits. A domestic partnership may either be the same sex or the opposite sex. In order to be eligible to receive medical benefits, the employee and his or her domestic partner must file a Declaration of Domestic Partnership with the Secretary of State. These forms may be acquired from the Benefits Office or the County Clerk's office and must be notarized before being filed. Once the Declaration of Domestic Partnership is returned from the Secretary of State, you must submit a photocopy to the Human Resource Office. To enroll an opposite sex domestic partner, the employee and the partner must both be at least 62 years old. To enroll a same sex domestic partner, both the employee and the partner must be at least 18 years old or older.

Dental and Vision Benefits

Dental and vision benefits are provided to benefited employees and their dependents following 30 days of regular employment. Eligibility is the 1st of the month following enrollment. Complete details of our dental and vision benefit plans are described in separate materials which will be provided to you at your request or when you become eligible for this benefit.

Medical and Dental for Retirees

The Student Union provides lifetime retiree medical and dental coverage to eligible employees and their dependents who retire at age 50 (those hired before December 31, 2013) and age 55 (for those employees hired after December 31, 2013) and have 5 or more years of employment with the Student Union. The medical plan benefits are contracted with the California Public Employees' Retirement System under the Public Employees' Medical and Hospital Care Act (PEMHCA), and Delta Dental and VSP. The Student Union contributes the entire cost of post employment medical coverage up to predetermined limits that are established each year.

Term Life Insurance

Term life insurance coverage begins the first of the month after being hired and submission of an enrollment form. This benefit is paid for by the Student Union. Complete details of this benefit are described in separate materials which will be provided to you at your request or when you become eligible for this benefit.

Long Term Disability Income Insurance

Long term disability income insurance is paid for by the Student Union. Coverage begins the first of the month after being hired. Complete details of this benefit are described in separate materials which will be provided to you at your request or when you become eligible for this benefit.

The Student Union Retirement Summary – 403 (B) Qualified Plan

(Please see Human Resource Office for Plan information)

Social Security (FICA)

(Please see Human Resource Office for information)

HOLIDAY PAY

All benefited employees who have completed their introductory period are eligible to receive holiday pay that is equivalent to the employee's regular daily wage. Holiday pay is for the purpose of allowing employees paid time off for special occasions. There are usually twelve such holidays per year, seven which are ***observed*** and five that are ***rescheduled***. The observed holidays are:

New Year's Day
Martin Luther King Jr. Day
Cesar Chavez
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

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 Student Union is closed. Benefited 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 benefited regular employees who are required to work on a holiday may be paid one and one-half times 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 Holiday should be scheduled in advance with your supervisor. All accrued but unused Personal Holidays are paid at the time of separation of employment.

VACATION

Benefited employees accrue hours of vacation leave based on length of employment. The accrual rates are as follows:

<u>Years Employed</u>	<u>Accrued Hours Per Month</u>	<u>Vacation Days Per Year</u>
1 – 3 years	6 2/3 hours	10 days
4 – 6 years	10 hours	15 days
7 – 10 years	11 1/3 hours	17 days
11 – 15 years	12 2/3 hours	19 days
16 – 20 years	14 hours	21 days
21 – 25 years	15 1/3 hours	23 days
Over 25 years	16 hours	24 days

Benefited employees are eligible to accrue, but may not use, vacation pay before they complete their introductory period. In order to use your accrued vacation, you must request in writing and obtain approval for vacation time from your supervisor at least 24 hours in advance. Note: vacation time not submitted within the 24-hour period may be docked from the employee's sick time available.

Employees may accrue vacation up to a maximum amount, in accordance with the following schedule:

<u>Years Employed</u>	<u>Maximum Amount of Vacation Accrual</u>
10 years or less	272 hours (34 days)
More than 10 years	384 hours (48 days)

Once you have accrued the maximum amount of vacation pay, you will stop accruing. You will begin accruing vacation pay again once you have used some of your accrued but unused vacation pay. All accrued but unused vacation benefits are paid at the time of separation of employment.

SICK PAY

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 Student Union 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.

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.

Effective July 1, 2015, 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.

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.

Wellness Discretionary Bonus

The Student Union has an incentive program that was developed to reward benefited employees who receive but do not use their sick pay benefits. Employees who have unused sick pay benefits in the following amounts as of December 15 of each calendar year may be eligible to receive a bonus, which may be paid at the sole discretion of the Executive Director based on the financial and other business needs of the Student Union:

If Unused Sick Pay

96 hours
95-88 hours
87-80 hours

Then Bonus May Be Paid

56 hours of pay
40 hours of pay
28 hours of pay

79-72 hours
Less than 71

16 hours of pay
0 hours of pay

Employees may request that scheduled family and medical leaves of absence, as well as scheduled pregnancy leaves of absences, not be compensated from their available sick pay. The Wellness Bonus is not a guaranteed bonus and will only be paid to eligible employees at the discretion of the Executive Director **based on the financial and other needs of the Student Union**. Benefited employees hired after April 1 will not qualify for the Sick Pay Bonus until the following calendar year.

AUXILIARY EMPLOYEE ASSISTANCE PROGRAM (AEAP)

The Student Union's AEAP provides confidential, cost-free counseling for psychological, chemical, marital, family or workplace problems. Contact Human Resources for more information about this benefit.

WORKERS' COMPENSATION INSURANCE

This program provides benefits for employees who incur a job-related injury or illness. Benefits include payments for medical and hospital services and percentage of lost wages. The Student Union pays the entire premium for this insurance. If you are injured on the job or incur a work-related illness, please contact your supervisor and Human Resources *immediately* and seek medical treatment and follow-up care as required.

The Student Union is required to notify the workers' compensation insurance company of any concerns of false or fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment for one to five years, or by a fine, or double the value of the fraud, whichever is greater, or both. Additional civil penalties may be in order.

STATE DISABILITY INSURANCE

All of our employees are covered under the state disability insurance plan, which provides benefits in the event you need to miss work due to a non-work-related accident or illness. A small percentage of your wages will be deducted each pay period for disability insurance. Benefits will begin from the first day you are hospitalized or after the seventh day of illness or accident if you are not hospitalized. You must file a claim with the state to receive this benefit.

UNEMPLOYMENT INSURANCE

Employees are covered by unemployment insurance, which provides payment to an individual who is unemployed, physically able to work, and available to accept and actively seek employment as directed. The Student Union pays the entire premium for this insurance for our employees. Note: this does not necessarily guarantee an individual's eligibility.

EDUCATIONAL FEE PAYMENT PROGRAM

The Student Union's Educational Fee payment program provides educational opportunities that are likely to improve an employee's job performance and skills. Benefited employees are eligible to participate in this program after they complete one year of employment. Job related and career development programs must be approved in advance by Human Resources with final approval from the Executive Director. You must maintain a GPA of 2.0 or better in order to be eligible for reimbursement under this program. Copies of your grades must be submitted to the Human Resource Department.

The intent of this program is that employees will take their coursework at San Jose State University. Attendance in an academic program outside SJSU must be on an employee's own time. Nevertheless, employees who attend academic programs outside SJSU may be reimbursed for costs that are no greater than the equivalent SJSU fees for attending similar classes. Reimbursement shall not exceed the cost of six units of coursework in any one semester at SJSU based upon the resident fee schedule. Costs for books, supplies, lab fees, and late fees are the responsibility of the employee. This policy is in effect for fall and spring semesters.

Employees should schedule class attendance during non-working hours. In certain limited circumstances, the Student Union may permit time off with pay up to a maximum of three hours per week to attend an academic program offered by SJSU. In extenuating circumstances, employees may make up any additional lost time by using their accrued but unused vacation upon approval from the employee's manager and the Executive Director.

PARKING

Annual permits for parking in SJSU's employee parking areas, also known as "E permits," are available through a payroll deduction. Information may be obtained through the Human Resource Department.

LIBRARY

Regular employees of the Student Union, with the use of their employee identification card, may apply for a library card at the Martin Luther King Jr. Library. This library card entitles you to privileges in accordance with library policy.

ATHLETIC FACILITIES

Complimentary membership is available for a staff person and his/her dependents or significant other for the Sport Club. Information regarding these programs and facilities is available. All membership rules apply regarding minors, height requirements, etc.

SECTION V:
LEAVES OF ABSENCE

FAMILY & MEDICAL LEAVE

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

Eligible Employees

To qualify for a medical leave or family care leave, an employee must have worked for the Student Union 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 Student Union, 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 Student Union and make a reasonable effort to schedule any planned treatment in cooperation with the Student Union, 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 Student Union and delivered to Human Resources. 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 Student Union determines that the notice was inadequate and that the employee knew of the need for leave in advance of the request, it may require the employee to delay his or her leave. If circumstances of the leave change and the employee is able to return to work earlier than indicated, the employee is required to notify Human Resources at least 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 Student Union with certification from a health care provider on the Student Union's form, within 15 calendar days of the Student Union's request. Failure to provide a satisfactory medical certification may result in the denial of leave.

In cases of a leave for the serious condition of an employee, the Student Union 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 Student Union may require the opinion of a third health care provider (also at its own expense) jointly approved by both the Student Union and the employee. The opinion of the third health care provider will be binding on both the Student Union and the employee.

If an employee requests an extension of leave beyond the time estimated by the health care provider, the Student Union will require recertification of the employee's or the family member's serious health condition. The Student Union 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 Student Union, 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 Student Union at least two (2) weeks' notice. This is important so that the employee's return to work is properly scheduled.

Under most circumstances, the Student Union 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 Student Union 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 Student Union.

Other Information

The policies and guidelines stated in this policy shall be subject to such other terms and conditions as are provided in the Family and Medical Leave Act of 1993 and applicable California leave laws. The FMLA and CFRA make it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA or CFRA; or to discharge or discriminate against any person for opposing any practice made unlawful by FMLA or CFRA, or for involvement in any proceeding under or relating to the FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law that provides greater family or medical leave rights. If employees have any questions about the exercise of FMLA rights, please contact Human Resources.

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 family care, 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 Student Union. 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 Student Union 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 Student Union and delivered to Human Resources. 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-month total leave period limitation allowed under this pregnancy-related disability leave policy.

Medical Certification

An employee requesting pregnancy-related disability leave must provide medical certification that she is disabled by pregnancy. Medical certification is required under the same conditions as is required for family care and medical leaves of absence, as described above. An employee taking a pregnancy-related disability leave must present a 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 Student Union 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 Student Union's activities.

If an employee requests an extension of leave beyond the time estimated by the health care provider, the employee must submit a recertification prior to the expiration date if the employee desires additional leave. Extensions will not be granted that cause the total period of the pregnancy-related disability leave to exceed the 4-month limitation.

Outside Employment

You may not be employed with any employer, other than the Student Union, 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 Student Union at least two (2) weeks' notice. This is important so that the employee's return to work is properly scheduled.

Under most circumstances, the Student Union 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 Student Union's ability to operate its business safely and efficiently. In such cases, the employee will be placed in a comparable position for which the employee is qualified unless (1) no comparable position is available within 10 working days of the employee's return to work, or (2) filling the comparable position with the employee would substantially undermine the Student Union's ability to operate its business safely and efficiently. Employees who fail to return to work at the conclusion of their approved leave or within the maximum period allowed for the leave will be considered to have voluntarily terminated from the Student Union.

PERSONAL LEAVE

After an 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 Student Union's discretion. Requests for a personal leave of absence must be presented in writing to the Human Resource Office 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 Student Union 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 Human Resources when you are ready to return to work at least two weeks before the expiration of your leave. The Human Resource office, in consultation with the Executive Director, will notify you if an opening exists. The Student Union 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 Student Union 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 Student Union.

MILITARY CARE GIVER LEAVE (PART OF FMLA)

For employees who are eligible for leave under the FMLA (above), the Student Union provides those employees up to 26 weeks of leave during a 12-month period to care for spouse, child, parent, or next of kin who is a member of the Armed Forces, National Guard, or Reserves, who is undergoing medical treatment, recuperation, or therapy, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty.

The maximum amount of leave for any FMLA-qualifying reason that may be taken in any 12-month period is 26 weeks, provided that no more than 12 weeks of leave may be taken for any FMLA-qualifying reason other than Military Caregiver Leave.

Military Caregiver leave is taken under the same terms and conditions as Family and Medical Leave, set forth above.

QUALIFYING EXIGENCY LEAVE (PART OF FMLA)

For employees who are eligible for leave under the FMLA (above), the Student Union provides those employees up to 12 weeks of leave during a 12-month period to assist a spouse, 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 Student Union 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.

MILITARY SERVICE LEAVE OF ABSENCE

The Student Union is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the Student Union's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of 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.
- 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 Student Union, or if the employee's employment was for such a brief, non-recurrent 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.
Required Documentation

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

ORGAN & BONE MARROW DONOR LEAVE

The Student Union provides employees, who have been employed with the Student Union for at least 90 days, 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 when donating bone marrow, an employee may take up to five business days in any one year period. The one-year period for both leaves 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 the donation will take place and that there is a medical necessity for the donation. While this leave is paid, employees must first use 10 days' accrued sick or vacation time when donating an organ, or 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 FMLA or 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 Student Union is concerned about those of its employees who may become victims of domestic violence. For that reason, the Student Union 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 Student Union 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 Student Union's business. The Student Union will maintain the confidentiality of any employee requesting time off under this policy. In addition to advance notice, the Student Union 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 Student Union. 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, as well as a photograph and a description of the individual who is being restrained.

CRIME VICTIM LEAVE

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

The absence from work must be in order to attend judicial proceedings related to a crime listed above. Before you are absent for such a reason, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office or a victim/witness office. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings will be unpaid, unless you choose to take paid time off, such as accrued vacation or personal holiday.

BEREAVEMENT LEAVE

When a death occurs in the employee's immediate family, which necessitates his/her losing regularly, scheduled work time due to bereavement, he/she will be compensated for a maximum of 3 days for such lost work. Immediate family means parents, spouse, spouse's parents, children, brothers, sisters, other dependent family members, or significant other living in employee's household. Bereavement leave for other than immediate family, as defined above, will be charged against vacation or personal leave without pay.

Additional time requested and approved by the supervisor will be charged against vacation or a personal leave of absence without pay.

JURY & COURT DUTY

It is the Student Union's policy to enable its employees to fulfill their civic obligations. If an employee is called to serve on jury duty, the employee is requested to notify his/her supervisor immediately. All regular benefited employees who have completed their introductory period will be

paid their regular wages while on jury duty (less amounts received from court) up to a maximum of 20 working days each calendar year.

Non-benefited employees will be provided time off for jury duty but are ineligible for compensation during jury duty. However, in no event will the salary of an exempt employee be reduced for any week in which the employee works and also misses time to serve on a jury.

WITNESS DUTY

An employee who is required by law to appear in court as a witness may take unpaid time off for such purpose, provided they give the Student Union reasonable advance notice.

TIME OFF FOR PARENTS

If you are a parent with one or more children in kindergarten, or in grades 1 through 12, you may take time off of up to 40 hours per year to attend authorized school activities or activities of a licensed child care provider, which involve one or more of your school-age children. Such activities may also include time off to find or enroll your child in school or with a licensed child care provider. To be eligible for parental time off, you must obtain from the school or from the licensed child care provider, written verification that you attended or participated in the activity. Parental time off may not exceed eight hours in any calendar month, unless the time is spent addressing issues related to a child care provider or a school emergency.

You may use any accrued but unpaid vacation while you attend your child's school activities. If not, your parental time off will be unpaid. For scheduling purposes, you must notify your supervisor at least one week before the date of the school activity, so that your work duties may be covered.

VOTING TIME

Employees who are unable to vote during non-work hours may arrange in advance to take up to two hours off from work with pay to vote in a public election. These two hours must be taken at either the beginning or the end of the workday. In order to qualify, you must obtain approval from your supervisor at least two working days in advance.

SECTION VI:
GENERAL PERSONNEL POLICIES

STANDARDS OF CONDUCT

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

1. Falsification of employment records, employment information or other Student Union records.
2. Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any timecard, either your own or another employee's.
3. Theft, deliberate or careless damage or destruction of any of the Student Union or SJSU's property or the property of any employee or customer.
4. Unauthorized use or removal of the Student Union or SJSU's property, equipment, time, materials, or facilities.
5. Provoking a fight or fighting during working hours or while on the Student Union's or SJSU's premises.
6. Participating in horseplay or practical jokes on the Student Union's time or while on the Student Union's or SJSU's premises.
7. Carrying firearms or any other dangerous weapons while on the Student Union or SJSU's premises at any time.
8. Causing, creating or participating in a disruption of any kind during working hours on the Student Union's or SJSU's property.
9. Insubordination including, but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a co-worker, supervisor, member of management, or customer.
10. Failure to notify a supervisor when unable to report to work.
11. Unreported absence of three (3) consecutive scheduled workdays.
12. Failure to obtain permission to leave work for any reason during normal working hours.
13. Failure to observe working schedules, including rest and meal periods.

14. Failure to provide a physician's certificate when requested or required to do so.
15. Sleeping or malingering on the job.
16. Making or accepting excessive personal telephone calls during working hours, except in cases of emergency.
17. Unsatisfactory work performance or being incompetent.
18. Working overtime without authorization or refusing to work assigned overtime.
19. Violating work attire policy.
20. Committing a fraudulent act or a breach of trust under any circumstances.
21. Harassing other employees or customers.
22. Soliciting or accepting gratuities from customers or clients.
23. Excessive absenteeism or tardiness.
24. Abuse of leaves of absence or sick leave.
25. Reporting to work intoxicated or under the influence of non-prescribed drugs.
26. Manufacturing, possessing, using, selling, distributing or transporting non-prescribed drugs.
27. Bringing or using alcoholic beverages on the Student Union's premises.
28. Gambling on the Student Union's premises.
29. Failing to maintain the confidentiality of the Student Union, its employees, agents or customers.
30. Failing to report accidents, breakage or damage to equipment, which occurs when an employee is assigned to use such equipment.
31. Violation of any safety, health, security or policies, rules or procedures of the Student Union or SJSU.
32. Failure to follow the Student Union's policies as outlined in this Manual or any newly instituted policies.

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

Nothing in this policy alters the Student Union's policy of at-will employment. Either you or the Student Union remains free to terminate the employment relationship at any time, with or without cause or prior notice.

HIRING OF RELATIVES

Employees' relatives will not be eligible for employment with the Student Union 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 Student Union if the individual(s) concerned works in a direct supervisory relationship to the Human Resources 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 Student Union 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 Student Union determines that the relationship between two employees presents an actual or potential conflict of interest, the Student Union may take appropriate action which includes, but is not necessarily limited to, transfers, reassignments, changing shifts or if necessary, possible termination.

DRUG & ALCOHOL ABUSE

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

- Use of alcohol, drugs, intoxicants, or controlled substances;
- Reporting to work, or remaining on duty, while impaired by or under the influence of alcohol, drugs, intoxicants or controlled substances;
- Driving a vehicle on the Student Union business while impaired by or under the influence of alcohol, drugs, intoxicants or controlled substances;
- Possession, sale, purchase, manufacture, transportation, dispensation or distribution of alcohol, drugs, intoxicants or controlled substances or drug paraphernalia, or an attempt to do any of the same.

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

Consequences For Violating This Policy

In the event that the Student Union discovers that an employee has violated this policy, the employee will be subject to discipline up to and including termination and the Student Union may report the violation to appropriate law enforcement authorities. An employee's conviction for the sale, possession or use of any illegal controlled substance while off the job will subject the employee to discipline up to and including termination.

Employees Who Seek Assistance

Employees who suspect that they may have a substance abuse problem may contact the Student Union Executive Director or Human Resources about the possibility of a leave to enroll in a professionally recognized alcohol and/or drug rehabilitation program. However, such a request does not give an employee the right to state that he or she has a substance abuse problem and expect accommodation once the Student Union discovers that an employee has violated this policy. This does not shield an employee from disciplinary action for violation of this policy.

The Student Union is not responsible for the cost of the employee's participation in the rehabilitation program, and any leave necessary to attend a rehabilitation program is unpaid, unless the employee is otherwise eligible to use paid time off under the Student Union's policies. If the employee fails to return to work upon the expiration of his or her rehabilitation program leave or fails to satisfactorily complete the program, the employee will be terminated. Nothing contained in this policy is intended to create a contract of any kind or to alter the at-will nature of the employee's employment.

Questions & Confidentiality

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

USE OF TECHNOLOGY AND THE INTERNET

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

Voice mail, e-mail and computer systems and files used by the Student Union are provided *solely* to further the Student Union's business operations. These systems and the information stored in them belong to the Student Union. Although employee passwords may be used for Student Union 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 Student Union 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 Student Union upon demand. Further, the Student Union 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 Student Union's 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 Student Union's voice mail, e-mail and computer systems is subject to access by the Student Union 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 Student Union's 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 Student Union computer systems without the prior authorization of the Student Union's information systems manager.

The Student Union's 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 Student Union 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 Student Union's 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 Student Union's confidential information, as well as that of guests and others, from disclosure. Messages containing confidential information should not be left visible while you are away from your work area. Also, 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 Student Union's 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 Student Union reserves the right to access any voice mail, e-mail, Internet usage or other computer-stored information at any time.

USE OF SOCIAL MEDIA

The Student Union acknowledges the growing popularity of social media as a means for sharing experiences, ideas, and opinions. The Student Union also strives to protect itself, its employees, and those with whom we do business from the improper or unlawful use of social media.

For purposes of this policy, the phrase “Social Media” refers to any type of internet-based media created through social or group interaction, where individuals primarily produce – rather than consume – the content. Examples of Social Media include: social and professional networking websites (Facebook, MySpace, LinkedIn), blogs (Twitter, industry blogs), video and image sharing websites (YouTube, Flickr, Pinterest), location-sharing websites (foursquare), consumer review websites (Yelp), virtual worlds (Second Life), and social bookmarking websites (Reddit). The lack of reference to a specific Social Media website in this policy does not limit the extent or application of this policy.

Applicability

This policy applies to all employees of the Student Union during both working and non-working hours, and regardless of whether the employee is using the Student Union’s or the employees’ computers, network, internet access, equipment, or technology. Employees must understand that the Student Union’s other employee relations policies – including but not limited to its harassment, discrimination, standards of conduct, and confidentiality policies – apply to online conduct including the use of Social Media.

Keep in mind that an employee’s online conduct that violates the Student Union’s policy, that adversely affects your or your fellow employees’ job performance, that adversely affects the reputation or brand of the Student Union’s customers, vendors, affiliates, or business partners, or that adversely affects the Student Union’s legitimate business interests may result in disciplinary action, up to and including termination.

That being said, nothing in this Social Media policy is intended to prohibit employees from complying with or exercising their rights under any applicable federal, state, or local law, or from communicating about wages, hours, or other terms and conditions of employment. At the same time, employees should be aware that the Student Union has an open door policy and encourages every employee to address such matters with their direct supervisors or with the Executive Director. If you have any questions about this policy or its applicability, please contact Human Resources.

Guidelines

Employees who choose to use Social Media for personal or professional reasons must adhere to the following guidelines:

- Use caution and your best personal and professional judgment when contributing content about or related to the Student Union, or third parties such as customers, subsidiaries, vendors, affiliates, or business partners.
- Do not engage in behavior or contribute content that could be considered an act or threat of violence, bullying, or unlawful discrimination or harassment.
- Do not intentionally or negligently contribute content that could damage the reputation or brand of the Student Union or interfere with the Student Union’s business relationships with its customers, subsidiaries, vendors, affiliates, or business partners.

- Employees may not contribute content in the name of the Student Union, on behalf of the Student Union, or in a manner that could reasonably be attributed to the Student Union without prior written authorization from the Executive Director.
- Employees may not contribute content that could be considered an endorsement of the Student Union's goods or services without prior authorization from the Executive Director. If you do contribute content that could be considered an endorsement of the Student Union's goods or services, you must disclose your employment relationship with the Student Union.
- Do not contribute or disclose any content or information about or related to the Student Union, its employees, customers, subsidiaries, vendors, affiliates or business partners *that you know to be false*. Do not disparage or defame the Student Union's customers, vendors, affiliates, or business partners.
- Do not contribute content that could identify the Student Union's customers, vendors, affiliates, or business partners without prior consent from the Student Union.
- If you, as an employee of the Student Union, have access to proprietary information about the Student Union and its customers, subsidiaries, vendors, affiliates, or business partners, the Student Union trusts and expects you to keep this information confidential. You may not disclose it through Social Media. Note that "proprietary" includes the Student Union's patents, copyrights, trade secrets, inventions, internal processes, policies, reports, source code, computer programs in various stages of development, competitive analysis and strategy, marketing and development plans, potential or actual mergers and acquisitions, customer and client lists, and names of vendors and suppliers.
- Do not use the Student Union's logos or trademarks for commercial gain without prior consent from the Executive Director.
- Do not use your email address with the Student Union to register for Social Media. If you indicate that you are an employee of the Student Union on any Social Media, you must include a disclaimer indicating that the content you contribute is your own, and does not represent the opinion of the Student Union.
- Do not allow your use of Social Media to interfere with your work commitments, performance, or productivity.
- Consider whether connecting to the Student Union's customers, business partners, vendors, or competitors via Social Media is appropriate for your level, position, responsibilities within the Student Union, and relationship with the person at issue. To the extent that you do connect to the Student Union's customers, business partners, vendors, or competitors via Social Media, consider using available privacy filters or settings to block any inappropriate, unprofessional, or personal content from such people.

- Employees should not speak to the media on the Student Union's behalf without prior approval from the Executive Director. All media inquiries should be directed there.
- Prior to posting a photograph or quoting written content that someone else has authored, contact the Executive Director to obtain the proper release form and ensure that it is signed.
- Requests for employment references or recommendations through Social Media, such as LinkedIn, should be referred to Human Resources.

Any violation of any part of this policy may result in disciplinary action, up to and including termination of employment.

SOLICITATION AND DISTRIBUTION

Employees should not be disturbed or disrupted in the performance of their job duties. For this reason, solicitation of any kind by an employee of another employee is prohibited while either employee is on working time. Solicitation by non-employees on Student Union premises is prohibited at all times.

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

BULLETIN BOARDS

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

SMOKING

Smoking is prohibited in all university buildings, including the facilities managed and operated by the Student Union, Inc. This prohibition shall apply to any area enclosed by the perimeter walls of the building, including restrooms, and storage space. Atriums, balconies, stairwells, breezeways, and other similar building features are to be considered "within a building".

Smoking is prohibited in Student Union, Inc. and university owned vehicles. This prohibition includes passenger vehicles and all other mobile equipment within enclosed or enclosable driver or passenger compartments.

Smoking is prohibited within 25 feet (amended by Academic Senate SO3-6) of doorways and ground -level air intake structures.

SAFETY

It is the policy of the Student Union to comply with all applicable federal, state, and local health and safety regulations and to provide a work environment as free as feasible from recognized hazards. You are expected to comply with all safety and health requirements whether established by management or by federal, state, or local law. Please refer to our Injury Prevention Plan (“IPP”) for further information regarding employee safety.

Any accident that occurs on the Student Union’s premises, be that of a client, visitor, or employee, should be reported ***immediately*** to your supervisor or to the Risk Manager. For your own safety and the safety of others, please do not attempt to give medical aid to an injured client, visitor, or fellow employee, unless you are certified or it’s required in your job duties. Call the appropriate medical authorities.

The Student Union also requires that work areas be kept clean and orderly at all times. You are responsible for maintaining your work area in a clean and orderly fashion at all times. The Student Union will attempt to maintain the temperature, lighting, and noise level of its facilities at a level that is comfortable for employees yet appropriate for the nature of our operations. You should inform your supervisor of any concerns about working conditions. Any work related injuries to an employee must be reported to the Human Resource Office.

INQUIRIES ABOUT YOUR EMPLOYMENT

From time to time, the Student Union may receive inquiries from outside individuals regarding the status of your employment. For example, we may receive calls from banks, credit agencies, or prospective employers, asking us whether you are employed with the Student Union, your current position with the Student Union, your salary, and why you may have left the Student Union. You should be aware that, when we receive such inquiries about your employment, the Student Union has a strict policy of providing only limited information. Consequently, no employee (other than certain authorized people in Human Resources) may provide any information regarding current or former employees (either on or off-the-record) to any non-employee without the specific written approval of the Executive Director. This includes letters of reference. The only information that we provide is your dates of employment and your position with the Student Union. We will not reveal your salary, although if we are asked to confirm your salary, we will only say “yes” or “no” to a particular amount. The Student Union’s strict policy prohibits us from revealing any information about why you may have left us. However, in some instances, you may want us to reveal additional information. In those instances, we require written authorization from you, permitting us to divulge such additional information. You may obtain the appropriate disclosure authorization forms from Human Resources.

TERMINATION OF EMPLOYMENT

While we hope that your employment with us will be lengthy and pleasant, it must be remembered that the employment policy of the Student Union is that all employees are employed on an at-will basis, which is based on the mutual consent of you and the Student Union. Thus, either you or the Student Union may terminate the employment relationship at any time and for any reason, with or without cause.

If you decide to leave the Student Union, 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 Student Union retains the right to accept your resignation and, at the Student Union's 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 by the Student Union (e.g., corporate credit cards, university parking pass, computers, keys, uniforms, identification badges) prior to your departure.

**EMPLOYEE ACKNOWLEDGMENT OF RECEIPT OF PERSONNEL MANUAL
AND AGREEMENT OF AT-WILL STATUS**

This is to acknowledge that I have received a copy of the San Jose State Student Union (“Student Union”) Personnel Manual, and I understand that it describes important information about the Student Union. 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 Student Union and me.

I further understand that the Student Union 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 Student Union 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 Student Union’s 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 Student Union.

I understand that the foregoing agreement concerning my employment at-will status and the Student Union’s right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and the Student Union 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 Student Union. Finally, I understand that, except for the Student Union’s policy of employment at-will, the Student Union reserves the right, in its sole and absolute discretion, to change, supplement or rescind all or any part of the practices, procedures or benefits described in the Manual as it deems necessary, with or without prior notice.

Employee Signature

Date

Employee Name - Print

Human Resource Office - Signature

Date

TO BE PLACED IN EMPLOYEE’S PERSONNEL FILE