

EMPLOYEE HANDBOOK

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Welcome to the Tower Foundation of San José State University (Tower). Tower is the University's auxiliary organization dedicated to philanthropy. Its primary mission is to build bridges with alumni and friends by improving services, stewardship and donor support. Tower encourages gifts from individuals, corporations and private foundations, trusts, and bequests for the benefit of San José State and prudently manages the University's endowment to ensure a steady source of support for the endowed purpose.

This handbook has been prepared to acquaint you with Tower and provide you with a general summary of the working conditions and some of the procedures and practices affecting your employment. You should read, understand and comply with all provisions.

This handbook highlights Tower's procedures and practices and is not intended to create a contract of employment, expressed nor implied nor to modify the rights of Tower and you to terminate employment at-will, at any time, for any reason. To preserve the ability to meet Tower's needs under changing conditions, Tower reserves the right to modify, rescind, delete or add to any of the provisions of all policies, except for the policy of at-will employment. For more detailed information, contact Tower Human Resources.

The Tower Chief Operating Officer (or designee within Human Resources) is the only person with the legal authority to establish compensation for a Tower employee. Oral or written statements or promises by any other person are not binding upon Tower.

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TABLE OF CONTENTS

EQUAL EMPLOYMENT OPPORTUNITY 4

NATURE OF EMPLOYMENT 4

 EMPLOYMENT CLASSIFICATION 4

Regular Benefited Employees (full-time and part-time) 4

Non-benefited Employees (part-time and temporary) 4

Student Assistants..... 5

Non-exempt 5

Exempt..... 5

 WORKING HOURS & SCHEDULE..... 5

Rest Periods 5

Shutdown..... 5

 TIMEKEEPING PROCEDURES 5

 PAYMENT OF WAGES 6

Automatic Deposit 6

Payroll Deductions 6

Overtime 6

 DURATION OF EMPLOYMENT 6

 INQUIRIES ABOUT YOUR EMPLOYMENT 7

 PERFORMANCE EVALUATIONS 7

 RULES OF CONDUCT 7

ELECTRONIC COMMUNICATION USE..... 7

 FOIA& CPRA 8

 GUIDELINES FOR USE..... 8

External Access & Confidentiality 9

“Confidential: Unauthorized Use or Disclosure is Strictly Prohibited.” 9

Privacy & Disclosure..... 9

CONFLICTS OF INTEREST, GIFTS & OUTSIDE EMPLOYMENT..... 9

WHISTLEBLOWERS PROTECTION..... 10

SAFETY..... 10

WORKPLACE VIOLENCE..... 10

HARASSMENT PROHIBITED..... 10

Definition of Harassment..... 11

Examples of Harassment 11

Other Prohibited Discrimination and Harassment..... 12

Reporting and Complaint Procedure..... 12

No Retaliation..... 12

Corrective Action..... 12

Additional Information 13

TOBACCO POLICY..... 13

ALCOHOL AND DRUG ABUSE POLICY..... 13

 CONSEQUENCES FOR VIOLATING THIS POLICY..... 13

 EMPLOYEES WHO SEEK ASSISTANCE..... 14

 QUESTIONS & CONFIDENTIALITY..... 14

LIFE-THREATENING ILLNESS POLICY 14

LACTATION POLICY 14

 ACCOMMODATION FOR LACTATING MOTHERS 14

Communication.....	14
Lactation Space.....	15
Lactation Storage.....	15
Breaks.....	15
Retaliation Related to Breastfeeding or Expressing Milk is Prohibited.....	15
Records.....	15
EMPLOYEE BENEFITS.....	15
INSURANCE BENEFITS.....	15
Medical.....	15
Lifetime Medical Benefits.....	16
Dental.....	16
Vision.....	16
Dual Coverage.....	16
Life/Accidental Death and Dismemberment (AD&D).....	16
Disability Insurance.....	16
Workers' Compensation.....	16
Flexible Spending Account (FSA).....	17
Retirement / Supplemental Retirement Annuity / 403(b).....	17
LifeMatters.....	17
Parking Permits.....	17
Educational Reimbursement Program.....	17
Holidays.....	17
Vacation Accruals.....	18
Sick Leave.....	18
Bereavement Leave.....	19
Jury Service/Court Leave.....	19
EXTENDED LEAVES OF ABSENCE.....	19
FAMILY & MEDICAL LEAVE.....	19
Eligibility.....	19
Conditions Triggering Leave.....	20
Duration of Leave.....	20
Benefits during Leave.....	20
Coordination of Benefits.....	20
Notice Requirements.....	21
Medical Certification.....	21
Outside Employment.....	21
Reinstatement.....	21
Other Information.....	22
PREGNANCY LEAVE.....	22
Duration of Leave.....	22
Transfer and Accommodation.....	22
Benefits during Leave.....	23
Coordination of Benefits.....	23
Medical Certification.....	23
Notice.....	23
Outside Employment.....	23
Reinstatement.....	24
ORGAN & BONE MARROW DONOR LEAVE.....	24
IF YOU LEAVE TOWER... ..	24
EXIT INTERVIEW.....	25
EMPLOYEE ACKNOWLEDGMENT OF RECEIPT OF PERSONNEL MANUAL AND AGREEMENT OF AT-WILL STATUS..	26

EQUAL EMPLOYMENT OPPORTUNITY

Tower is an equal opportunity employer and is committed to an active nondiscriminatory policy for all employees. It is Tower's policy that all employees and applicants shall receive equal consideration and treatment. All recruitment, hires, transfers and reclassifications will be made on the basis of the qualifications of the individuals for the positions being filled regardless 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. Tower's policy of equal employment opportunity applies to all aspects of employment, including recruitment, hiring, training, compensation, benefits, promotion, transfer, discipline and termination. It is the duty of every employee to help maintain a work environment that promotes this policy.

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

Anyone who has a question or a concern about discrimination in the workplace should bring his or her concerns to the attention of a supervisor, the Human Resources Department or the COO. Employees may raise concerns and make complaints without fear of reprisal. Anyone found to be engaging in any type of discrimination or retaliation will be subject to disciplinary action up to and including termination of employment.

NATURE OF EMPLOYMENT

Employment with Tower is at-will. This means that the employment relationship may be terminated at any time with or without cause and with or without prior notice by either you or Tower. Moreover, every aspect of the employment relationship with Tower is subject to Tower's policy of at-will employment, and Tower reserves its inherent authority to manage and control its business enterprise and to exercise its discretion to determine all issues pertaining to your employment, including (but not limited to) all matters pertaining to promotion, salary, job assignment, the size of the workforce, demotion, transfer, discipline, or any other term or condition that Tower may determine to be necessary for the safe, efficient, and economic operation of its business. Nothing in this handbook or in any other policy statement shall limit the right of Tower to terminate employment at-will. No department manager, supervisor or employee of Tower or the University has any authority to make any promise or representation, or otherwise to enter into any binding agreement that is contrary to this policy which alters in any way an employee's at-will status. Only Tower's COO has the authority to alter the employment at-will status of any employee, and then only in writing signed by the employee and Tower's COO.

EMPLOYMENT CLASSIFICATION

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

Regular Benefited Employees (full-time and part-time)

Regular Benefited Employees (also referred to as Benefited Employees) are those individuals who are regularly scheduled to work, and who do regularly work, at least 20 or more hours per week. Benefited employees are eligible to receive Tower employee benefits based on the employee's number of hours worked and the nature and length of the employee's assignment.

Non-benefited Employees (part-time and temporary)

Non-benefited Employees are those individuals who work no more than 19 hours per week, and may be assigned a work schedule in advance or may work on an as-needed basis. Non-benefited employees

also include those whose expected length of service is less than three months or whose work schedule is intermittent or irregular. Non-benefited employees are not eligible for most Tower benefits, although they are eligible for sick pay, workers' compensation, and state disability insurance.

Student Assistants

Student Assistants are those employees working half-time or less (maximum of 20 hours per week and 40 hours per week during summer and intersession) and who are enrolled and regularly attending classes at either San José State University or another institution of higher education. Students under the age of 18 are required by law to obtain a work permit before an offer of employment can be made and are subject to all federal and state "child" labor laws. Student Assistants do not receive additional compensation for holiday work. Student assistants are not eligible for most Tower benefits, although they may be eligible for sick leave, workers' compensation, and disability insurance if they meet the minimum eligibility requirements.

Non-exempt

Non-exempt employees who work over 8 hours in a day or over 40 hours in a work week are entitled to receive overtime pay.

Exempt

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

WORKING HOURS & SCHEDULE

Tower is open for business from 8:00 a.m. to 5:00 p.m., Monday through Friday. Tower'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 Saturday night. Most employees are assigned a work schedule and are expected to begin and end their workday in accordance with their schedule. Daily and weekly work schedules may change from time to time at the discretion of Tower to meet varying needs of our business.

Rest Periods

Employees shall take one paid 10-minute rest break for every 4 hours worked or major fraction thereof. This rest break should be taken during the middle of the work period as the work day permits. A meal period must be a minimum of 30 minutes and should be arranged to provide adequate office coverage at all times. All non-exempt employees who work more than 5 hours in a day must take or begin taking a 30 minute un-paid meal break before they have worked five hours. For an 8:00 – 5:00 schedule the meal break is normally one hour. Employees who work in excess of 10 hours in a work day are eligible to receive a second un-paid meal period of no more than 30 minutes. Your work schedule will be determined by your supervisor.

Shutdown

At times, emergencies such as power failures, road closings, earthquakes, fires, or severe weather may interfere with Tower's operations. In such an event, Tower may order a temporary shutdown of all or part of its operations. Tower will determine the appropriateness of paying for such downtime. Tower observes all campus closures.

TIMEKEEPING PROCEDURES

Time cards must be completed and submitted by the deadlines published annually on the Tower Foundation Payroll Schedule. Altering, falsifying, and tampering with time records, or recording time on another employee's time record are prohibited and subject to disciplinary action, up to and including termination of employment.

Non-exempt employees must record their actual time worked for payroll and benefit purposes. They do that by recording the total number of work hours and non-work hours each day in an electronic time reporting system.

Exempt employees are required to record their non-work hours only.

PAYMENT OF WAGES

Employees are paid twice a month for work performed the preceding pay period. Work performed from the first through the fifteenth is paid on the twenty-sixth of the month and work performed from the sixteenth through the end of the month is paid on the tenth of the following month. Dates may be adjusted if the pay date falls on a weekend or holiday. Employees should consult the payroll calendar issued each year.

Paychecks are available for pick up in Clark Hall, Suite 300 (University Advancement) at the Reception Desk, between 9am and 5pm on each pay date. Please bring photo identification and be prepared to sign for the release of your paycheck. Paychecks may not be picked up by unauthorized individuals without written permission. Paychecks not picked up on the pay date may be picked up on subsequent business days at the same location and time. It is possible to arrange for paychecks to be sent to the employee's home. However, a check lost in the mail cannot be reissued until the stop-payment order to the bank has been verified.

If there is an error on your check, please report it immediately to your supervisor and to Tower Human Resources.

Automatic Deposit

Employees may authorize Tower to automatically deposit their pay into one or more checking or savings accounts. The required enrollment and consent forms are available from Tower Human Resources.

Payroll Deductions

Wages paid to employees are subject to certain federal and state mandated deductions, such as income tax withholding, social security and Medicare (aka FICA), and state disability insurance. No payroll deductions will be withheld from an employee's paycheck except those mandated by federal and state law or those that are authorized in writing by the employee.

Overtime

Students may not work overtime unless authorized in advance by the account holder. The account holder must send an e-mail to Tower Human Resources authorizing the overtime prior to the pay date.

Non-exempt employees will be paid one and one-half times their regular rate for all hours worked in excess of eight hours in a workday, over 40 hours in a workweek, or for the first eight hours on the seventh consecutive day of work in a workweek. Non-exempt employees will be paid two times their regular rate for all hours worked in excess of 12 in a work day or in excess of eight 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 or to compensating time off.

DURATION OF EMPLOYMENT

Continuation of employment with Tower is at will and at the discretion of the employee and Tower, and continued employment is dependent on funding. Employment must be renewed on an annual basis and renewal does not guarantee employment for the entire year.

INQUIRIES ABOUT YOUR EMPLOYMENT

Tower may receive inquiries from outside individuals regarding the status of your employment. Tower responds to written requests only and has a strict policy of providing only limited information. Consequently, no employee other than the Manager or Director of 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 Tower COO. This includes letters of reference. The only information that we will confirm is your dates of employment and your position title with Tower. We cannot reveal your salary without being issued a subpoena. Tower's strict policy prohibits us from revealing any information about why you may have left your position.

PERFORMANCE EVALUATIONS

Tower believes employees should be given the opportunity to demonstrate their abilities and continually improve their job performance. A performance evaluation is encouraged by Tower Human Resources to be conducted by the supervisor on an annual basis, although it may be conducted at any time to provide both you and your supervisor with the opportunity to discuss your job tasks, identify and correct any weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. Where performance problems exist, Tower will endeavor to inform an employee about his or her deficiencies. Such notification is an opportunity for the employee to improve. Evaluations are also prepared to:

- Evaluate career potential opportunity and development.
- Achieve a more effective working relationship between the employee and supervisor.
- Departmental goals and personal goals.
- Provide a basis for compensation review.

At the same time, please 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 Tower.

In addition to these formal performance evaluations, Tower encourages you and your supervisor to discuss your job performance on an ongoing basis.

RULES OF CONDUCT

These Rules of Conduct set forth the standards expected for employees. Failure to follow these rules may result in termination of employment. While it is not possible to list every reason for possible termination, the following are some of the more common reasons:

- Inability to meet performance standards;
- Damaging Tower or University materials and property;
- Possession, use or sale of liquor, narcotics, hypnotic hallucinogens or other chemical agents in the workplace;
- Insubordination, refusal to follow instructions, or do assigned work as directed by the supervisor;
- Repeated tardiness or absenteeism; or
- Altering or falsifying timekeeping records.

Employees are also expected to observe good grooming habits and personal hygiene.

ELECTRONIC COMMUNICATION USE

SJSU and Tower'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 Tower employees are provided solely to further SJSU or Tower's business operations. These systems and the information stored in them belong to Tower. Although employee passwords may be used for Tower-oriented security reasons, the use of such passwords is not intended to assure employees those messages or other communications generated by or stored on these systems will be kept confidential. Tower 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 Tower upon demand. Further, Tower 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, SJSU and Tower's voice mail, e-mail, and computer systems, including the Internet, **should be used primarily for business purposes.**

Once again, employees should bear in mind that messages and all other data stored on SJSU and Tower's voice-mail, e-mail and computer systems are subject to access by Tower at any time. We therefore encourage you to exercise good judgment in using these systems.

FOIA & CPRA

SJSU and Tower must comply with the Freedom of Information Act (FOIA). This is a federal law that is not applicable to requests for records of a state agency. As a result, requests made under FOIA are construed as inquiries under the California Public Records Act, the law which is applicable to California state government agency records. The California Public Records Act (CPRA) requires that governmental records be made accessible to the public upon request, unless otherwise exempted by law.

GUIDELINES FOR USE

This section sets forth guidelines concerning the appropriate use of SJSU'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, 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 a 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. Unauthorized or personal use of such lists will subject the employee to disciplinary action up to and including termination of employment.
- Employees should not use a password, access a file, or retrieve or download any stored communication without express authorization. You also should not send e-mail or other communications that either mask your identity or indicate that someone else sent them, and you should never access another employee's voicemail, e-mail, or computer systems without express authorization.
- Employees may not install any software on Tower computer systems without the prior authorization of SJSU's security officer.

Tower's voice-mail, e-mail and computer systems, including the Internet, may not be used for the following purposes.

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

- To copy or distribute copyrighted material without written approval of the Tower COO.
- For the illegal duplication of software and its related documentation. Employees also may not use any software on local area networks or on multiple machines that is not in accordance with the software license agreement.

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

External Access & Confidentiality

Under certain conditions, 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 Tower’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. E-mail messages that you send which contain confidential information should include the following statement in bold and in all capital letters at the top of the message:

“Confidential: Unauthorized Use or Disclosure is Strictly Prohibited.”

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

Privacy & Disclosure

As previously noted, Tower’s and the University’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. Tower reserves the right to access any voice-mail, e-mail, Internet usage or other computer-stored information at any time.

CONFLICTS OF INTEREST, GIFTS & OUTSIDE EMPLOYMENT

Tower is concerned about conflicts of interest between Tower and its clients, vendors, and its employees. While you are employed with us, Tower is entitled to your undivided loyalty. That means that you have an obligation both to avoid actual and potential conflicts of interest with Tower and its clients and vendors. An obvious conflict of interest would include engaging in, or preparing to engage in, a business that competes with Tower’s business. Other obvious conflicts would occur if you or a close relative accepted a gratuity, gift or premium from a vendor who is seeking to do business with Tower, or where a Tower project, department, or agency enters into a business relationship with an entity that is substantially owned or operated by a Tower employee or their relative. Employees are not permitted to accept gifts or gratuities in excess of \$50.00 from users of Tower services, visitors, or vendors. Overall, you are expected to represent Tower and the University in a positive, ethical, and loyal manner.

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 Tower. For example, employees should not accept employment outside Tower if that employment is to be conducted during the hours that the employee is working for Tower, or if such employment conflicts with the effectiveness of the employee’s work for Tower. Any outside employment also must comply with limitations established by the California State University System. Further, employees should not utilize Tower information or services for their personal use, nor should they perform activities that are unrelated to Tower work during working hours.

WHISTLEBLOWERS PROTECTION

When employees notify an appropriate government or law enforcement agency that they have reasons 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. Tower has a strict policy that prohibits retaliating against employees who make such reports and that protection extends to retaliating against employees who have made such reports while employed in any previous employment. Tower 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, regulations, or violations of fiduciary responsibility by Tower, we encourage you to report it immediately to your supervisor, manager, or to the COO. 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 governmental authority for review and possible investigation.

SAFETY

Tower is concerned about the health and safety of its employees and others who enter Tower's premises. It is Tower's policy 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.

Any accident that occurs on Tower's premises be that of a client, visitor, or employee, should be reported **immediately** to your supervisor or to the Human Resources Director. 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. Contact the appropriate medical authorities.

Tower 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. Tower 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.

WORKPLACE VIOLENCE

Tower has zero tolerance for violence and/or threats of violence against Tower employees, Tower business associates, or any member of the campus community. Tower prohibits any violent act, threat of violence or any behavior, which by intent, action or outcome harms or intimidates another person or property on any Tower or University work site, or while conducting Tower business. Such conduct will be subject to disciplinary action up to and including termination.

We strongly encourage you to report any observations, experiences of violence or threats of violence to Tower Human Resources, the Tower COO, or to any member of Tower's management team.

HARASSMENT PROHIBITED

Tower 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, Tower 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 Tower, as well as by teachers, coaches, counselors and peer advisors. Visitors to the campus, volunteers, and workers employed by the University, by other auxiliaries, or by other public or private organizations engaged in business with Tower, are expected to comply with this policy. The purpose of this policy is to: (1) familiarize Tower'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 Tower'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 prohibited by provisions of state or federal law applicable to Tower 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:

- Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment or education.
- Submission to or rejection of the conduct by the individual is used as the basis of employment or educational decisions affecting the individual.
- 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

Tower 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 shouldn't wait for the conduct to be repeated or to worsen. Any incident of unlawful harassment, by any Tower employee or any other person, should be reported promptly to the employee's supervisor or manager and/or to Tower Human Resources, who will arrange for an investigation of the matter. Managers who receive complaints or who observe harassing conduct are required to immediately inform the Tower Human Resources. An employee, intern, volunteer, or student may contact Tower 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 Tower 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 Tower 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, Tower 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 Tower'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 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 Tower's complaint procedure to report unlawful harassment. Retaliation by a Tower employee against any individual who makes a complaint of unlawful harassment is strictly prohibited. Similarly, any person who participates or cooperates in any manner in an investigation or any other aspect of the process described herein shall not be retaliated against. Retaliation is itself a violation of this policy and is a serious offense. Complaints regarding allegations of reprisal should be immediately brought to the attention of the Tower Human Resources.

Corrective Action

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

Discipline that Tower or the University may impose on employees for behavior that violates this policy (or for other unprofessional conduct by a Tower employee) may include, but is not limited to, reprimand, mandatory attendance at an unlawful harassment training program, suspension, demotion, or dismissal. Unlawful harassment by non-employees may result in restricting the harasser's access to campus.

Additional Information

In addition to Tower'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 Tower Human Resources, or you may contact the nearest EEOC or DFEH office.

TOBACCO POLICY

Tobacco in all forms is prohibited on the San José State University campus.

ALCOHOL AND DRUG ABUSE POLICY

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

- Use of alcohol, drugs, intoxicants, cannabis, or controlled substances.
- Reporting to work, or remaining on duty, while impaired by or under the influence of alcohol, drugs, intoxicants, cannabis, or controlled substances.
- Driving a vehicle on Tower business while impaired by or under the influence of alcohol, drugs, intoxicants, cannabis, or controlled substances.
- Possession, sale, purchase, manufacture, transportation, dispensation or distribution of alcohol, drugs, intoxicants, cannabis, 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. Tower 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 Tower discovers that an employee has violated this policy, the employee will be subject to discipline up to and including termination and Tower may report the violation to appropriate law enforcement authorities. It is the responsibility of any Tower employee convicted of a criminal drug offense occurring in the workplace to notify the Tower Human Resources Department within five calendar days of the conviction. Additionally, an employee's conviction for the sale, possession or use of any

illegal controlled substance while off the job will also subject the employee to discipline up to and including termination.

EMPLOYEES WHO SEEK ASSISTANCE

Employees who suspect that they may have a substance abuse problem may contact Human Resources about the possibility of a leave to enroll in a medically 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 Tower discovers that an employee has violated this policy. Nor does it shield an employee from disciplinary action for violation of this policy.

Tower 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 Tower'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.

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 or with the Tower COO. 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.

LIFE-THREATENING ILLNESS POLICY

Tower understands that employees with life-threatening illnesses such as cancer, heart disease, and AIDS, may wish to continue to engage in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards, and medical evidence indicates that their conditions are not a threat to themselves or others, Tower is sensitive to the medical conditions of these employees and insures that they are treated consistently with other employees. At the same time, Tower has an obligation to provide a safe environment for all employees. Therefore, Tower will take appropriate precautions to help insure that an employee's condition does not present a health and/or a safety threat to other employees.

LACTATION POLICY

As part of our family-friendly policies and benefits, Tower supports breastfeeding mothers by accommodating mothers who wishes to express breast milk during their workday when separated from their newborn child.

ACCOMMODATION FOR LACTATING MOTHERS

Tower will provide breastfeeding employees with space in close proximity to the employee's work area that is shielded from view and free from intrusion from co-workers and the public, to express breastmilk. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space. Restrooms are prohibited from being utilized for lactation purposes.

Communication

- A copy of this policy will be disseminated separately from the employee handbook to any employee who inquires about or requests pregnancy or parental leave.
- Tower will respond to an employee's request for lactation accommodation within 5 business days.

Lactation Space

Nursing mothers wishing to use the designated lactation room must request/reserve the room by emailing Tower Human Resources at [TowerHR-group@sjsu.edu](mailto: TowerHR-group@sjsu.edu)

- A multi-purpose room may be used as lactation space if it satisfies the requirements for space; however, use of the room for lactation takes priority over other uses;
- Is safe, clean and free of hazardous materials;
- Contains a place to sit; a surface to place a breast pump and personal items;
- Has access to electricity; and
- Has access to a sink with running water and a refrigerator in close proximity to employee work area

Lactation Storage

Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering.

Breaks

For up to one year after the child's birth, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. Break time begins when the employee is in the designated room. Breaks of more than 20 minutes in length will be unpaid.

Retaliation Related to Breastfeeding or Expressing Milk is Prohibited

Tower expressly prohibits retaliation against lactating employees for exercising their rights granted by the ordinance. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations.

If an employee believes that Tower has not complied with a lactation accommodation requirement, please let Tower Human Resources know so that the situation can be resolved. Otherwise, an employee may file a complaint with the Labor Commissioner.

Records

Tower will maintain a record of the written requests for Lactation Accommodation that includes the name of the Employee, the date of the request, and a description of how the Employer resolved the request. If an Employer denies a request for Lactation Accommodation it must save the written denial. All of these records must be maintained for 3 years from the date of request.

EMPLOYEE BENEFITS

Tower provides medical, dental, vision and life insurance to [Benefited Employees](#) whose appointment is expected to exceed three months. Detailed information and brochures describing available plans may be obtained from Human Resources. Participation in Tower's insurance plans is not automatic. Employees must complete necessary applications before coverage can commence. Eligible employees normally have sixty (60) days to decide on a plan. Tower reserves the right at any time to modify, amend or terminate (in whole or in part) any or all of the provisions of the employee benefit plans or programs with advance notice.

INSURANCE BENEFITS

Medical

Tower will provide health benefits to its employees hired half time (20 hours per week) or more with an appointment equal to or exceeding 3 months. Tower pays a share of premium costs for medical insurance. Employees are eligible for medical coverage the first of the month following 30 days of continuous employment. Employees must complete enrollment forms for all plans to initiate participation.

Employees not requiring medical benefits may participate in the Benefits for Cash Plan. This is an optional benefit plan that allows employees to waive insurance in exchange for cash. Employees will receive \$128.00 additional cash in their paychecks each month; \$64 per pay period. This payment is treated as taxable income and will be subject to the same payroll taxes as regular salary. The additional income will be reported as income on Form W-2 in the year it is received.

Employees taking advantage of this program must certify that they have alternative coverage(s) and that coverage has been approved by Human Resources. Tower may modify these benefits as necessary at any time. Contact Tower Human Resources for plan information and rates for medical coverage.

Lifetime Medical Benefits

Retiring Tower employees age 60 or older, with at least 10 years of continuous service during the last 20 years and who are currently employed by Tower and enrolled in a Tower sponsored health plan, are eligible for life time medical benefits. This benefit is extended to eligible dependents also currently enrolled.

Dental

Tower pays the total **Delta Dental** premium for employees and their dependents.

Vision

Tower pays the total **VSP** premium for employees and their dependents.

Dual Coverage

Employees holding a concurrent appointment with Tower and San José State University and who are eligible for medical, dental and/or vision benefits from both sources may not participate in Tower's Plans if enrolled in such plans through the University. However, the employee may participate in dual retirement systems for the percentage of time employed by each entity.

Life/Accidental Death and Dismemberment (AD&D)

Employees appointed half time (20 hours per week) or more and for more than six months may enroll in Life and AD&D Insurance through **Hartford**. Coverage is effective the first day of the month following 30 days of continuous employment. Benefit is one times employee's annual salary up to a maximum of \$50,000. Employee must complete enrollment forms to initiate participation

Disability Insurance

Company Disability Insurance

Coverage is through **SunLife**. Tower pays the total premium of both Short-term and Long-term Disability, for eligible employees.

State Disability Insurance (SDI)

The employee pays cost of insurance which provides coverage for loss of wages when employees are unable to work because of physical or mental illness or injury. All employees are eligible for SDI and it is required by the State of California.

Workers' Compensation

All Tower employees are protected in the event of job-related injuries and illness by Workers' Compensation Insurance which is an employer-paid benefit. If an employee is injured or becomes ill as a result of his or her job, this insurance pays for medical care, necessary rehabilitation services, income in case of disability, or death benefits to dependents.

If any injury causes temporary disability, temporary disability indemnity will be payable for the period commencing on the fourth day of disability, or in the case of hospitalization for inpatient treatment required by the injury, the first day of disability. If the temporary disability extends beyond 14 total days the initial 3 days that were withheld would be paid at that time.

Important: Report any injury or illness immediately to the appropriate supervisor and call Tower Human Resources. Any delay in reporting an accident may delay Workers' Compensation benefits. Failure to immediately report a work injury or accident may be cause for disciplinary action.

Flexible Spending Account (FSA)

During open enrollment each year Benefited Employees may choose to enroll in FSA for medical or dependent care by completing and returning the appropriate form to Tower Human Resources.

Retirement / Supplemental Retirement Annuity / 403(b)

Teachers Insurance and Annuity Association-College Retirement Equity Fund (TIAA)

Regular Benefited employees appointed half time (20 hours per week) or more and for six months or more, are eligible for the retirement program. Regular Benefited Employees are eligible to contribute to the retirement plan on the first of the month following completion of 30 days of employment. Employees completing one year of service and at least 1,000 hours of work are eligible for a Tower contribution of seven (7) percent of the employee's base salary. Employees may contribute a minimum of \$25 per month via payroll deduction. Contributions may be made to the regular retirement annuity or to a Group Supplemental Retirement Annuity, beginning the first of any month after hire. Enrollment forms are required and may be obtained from Tower Human Resources.

LifeMatters

Regular Benefited Employees are eligible for an employee assistance plan, LifeMatters from **Empathia**. Employees and their dependents may use the services. Employees are permitted 1-5 sessions per year for each issue. After 5 sessions, the employee is referred to outside sources.

Parking Permits

Tower provides Regular Benefited Employees with a campus Employee "E" permit.

Educational Reimbursement Program

Tower encourages Regular Benefited Employees who aspire to high levels of skills and professional competencies by providing education reimbursement. Educational reimbursement may be used for successful completion of approved work-related classes or accredited courses leading to an undergraduate or graduate degree.

Educational reimbursement, based upon availability of funds, will be made accessible to all Regular Benefited Employees who have completed at least one year of service. Eligible employees are required to submit an Education Reimbursement Application Form for approval prior to enrollment in classes. To maintain eligibility, employees must remain on active payroll (regular full-time) and receive satisfactory course grades. Upon demonstration of successful completion of courses taken, the employee's semester/quarter tuition costs or fees will be reimbursed up to the equivalent of San José State University mandatory fees for zero to six units per semester.

Holidays

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

- New Year's Day
- Martin Luther King, Jr. Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day

- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Benefited Employees are eligible to receive holiday pay, but they must be employed and on paid status with Tower on the date that the holiday is observed, as established by the University's academic calendar, and the holiday must fall on a scheduled work day to qualify for holiday pay.

Exempt and Non-exempt full-time benefited employees receive 8 hours of holiday pay for each holiday or observed holiday by the university. Part-time benefited employees are prorated for each holiday or observed holiday by the university. In addition to the holidays observed by the university, eligible employees receive one personal holiday. Employees that work on recognized holidays shall be paid their straight-time rate of pay for hours actually worked on the holiday.

Vacation Accruals

Benefited employees who are eligible to accrue vacation pay may accrue vacation up to a maximum amount of 384 hours. Once that maximum accrual is reached, further accruals will cease until the vacation hours are taken and fall below the maximum allowed. Employees will not accrue vacation during unpaid leaves of absence. All accrued but unused vacation benefits are paid at the time of separation of employment.

Exempt benefited employees accrue vacation at the rate of 16 hours per qualifying month. Part-time benefited employees accrue vacation on a prorated basis. Non-exempt benefited employees accrue vacation based on length of service as follows:

Service Requirements			Hours Accrued per Month	Days Accrued Annually
1 Month	to	3 Years	6-2/3	10
37 Months	to	6 Years	10	15
73 Months	to	10 Years	11-1/3	17
121 Months	to	15 Years	12-2/3	19
181 Months	to	20 Years	14	21
241 Months	to	25 Years	15-1/3	23
301 Months and Over			16	24

Sick Leave

In order to minimize the economic hardships that may result from an unexpected short-term illness or injury to an employee or legal dependent, Tower provides all employees sick pay benefits for the actual illness or injury of an employee, and to care for the employee's spouse, domestic partner, 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.

When employees are unable to work as scheduled, they must notify their Manager as soon as possible in advance of the anticipated absence. Employees may be required to provide a physician's statement or other appropriate medical certification when the employee is absent for three or more consecutive days due to illness or in those cases where an employee may be suspected of abusing sick leave.

Employees may use paid sick leave in no less than one (1) hour increments. In the event that employment ends, no unused paid sick leave will be paid to any employee. An employee may not use more sick pay than has been accrued, and may not receive an advance of sick pay that has not yet been accrued. Unused sick pay for benefited employees is carried over from year to year.

For each qualifying month both exempt and non-exempt benefited employees accrue sick leave at the rate of 8 hours per qualifying month. Part-time benefited employees accrue sick leave on a prorated basis.

Non-benefited employees (part-time and temporary) and Student Assistants employees, who work 30 days or more within one year are eligible to accrue one hour of sick leave for every 30 hours worked beginning when they commence employment. Non-benefited employees and Student Assistant employees may accrue up to up to 48 hours of sick pay. Once a Non-benefited employee or Student Assistant employee accrues a total amount of 48 hours of sick pay, accrual of sick pay will stop. The employee begins to accrue sick pay again once he or she has used some of the 48 hours of accrued sick pay. Unused sick pay for Non-benefited employees and Student Assistant employees is carried over from year to year. Non-benefited employees and Student Assistants may not begin using accrued sick pay until they have been employed by Tower for at least 90 days.

Bereavement Leave

Tower Foundation allows a regular benefited employee 5 days of Bereavement Leave when a death occurs in the employee's "immediate family" which for the purposes of this policy is defined as their spouse or domestic partner's: parent, step-parent, grandparent, great-grandparent, sibling, child or grandchild (including foster, adopted and step), aunt, uncle, the employee's son-in-law, daughter-in-law and a person living in the immediate household of the employee, except domestic employees, roomers, borders or roommates.

Jury Service/Court Leave

Benefited Employees are eligible to be paid their regular wages while on jury service up to a maximum of 5 work days per calendar year. The Jury Summons must be submitted with the time sheet for the appropriate pay period.

EXTENDED LEAVES OF ABSENSE

It is Tower's policy to grant extended leaves of absence to eligible employees for the purpose of medical, disability and personal emergencies. Unless specifically provided otherwise, all leaves of absence are available on an unpaid basis. Subject to any applicable legal restriction or obligations, requests for leaves will be considered on the basis of employee's length of service, performance, responsibility level, the reason for the request and Tower's ability to obtain a satisfactory replacement during the time the employee would be away from work.

This Handbook provides the following extended leave policies: Family & Medical Leave Policy (FMLA/CFRA), Pregnancy Leave, and Organ & Bone Marrow Donor Leave. Detailed information regarding Military Caregiver Leave, Qualifying Exigency Leave, Military Leave, Leave When Spouse or Domestic Partner is on Leave from Military Service, Time for Victims of Domestic Violence, and Personal Leave may be obtained from Tower Human Resources.

FAMILY & MEDICAL LEAVE

The federal Family and Medical Leave Act and the California Family Rights Act (FMLA/CFRA) provide eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave employees may use under this policy is 12 weeks within a 12-month period. Leave taken under this policy and FMLA/CFRA Military-Related Leave Policy is counted against an employee's total FMLA/CFRA leave entitlement. For more information regarding leave under this policy, employees should contact Tower Human Resources.

Eligibility

To qualify an employee must have worked for Tower for at least 12 months and must have provided at least 1,250 hours of service during the 12-month period preceding the date the leave would commence.

Conditions Triggering Leave

FMLA and/or CFRA leave may be taken for any of the following reasons:

- To care or bond with a newborn child.
- Placement of a child with the employee and/or the employee's registered domestic partner for adoption or foster care to care or bond with the child.
- To care for an immediate family member (employee's spouse, parent, registered domestic partner, child or registered domestic partner's child) with a serious health condition.
- Because of the employee's serious health condition that makes the employee unable to perform his or her job.

Incapacity due to pregnancy, prenatal medical care or childbirth is FMLA covered leave but does not count toward CFRA leave. Please see the [Pregnancy Leave](#) of Absence Policy for further information on this type of leave.

A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider, and either prevents the employee from performing the functions of his or her job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing-treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider, or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits (FMLA only), a chronic condition or permanent or long-term conditions; or absences due to multiple treatments. Other situations may also meet the definition of continuing treatment.

Duration of Leave

Eligible employees are entitled to take family care and medical leave of absence up to 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 Tower, the parents' combined leave for the birth or placement of a child may not exceed 12 weeks during any 12-month period.

Eligible employees may take FMLA/CFRA leave in a single block of time, intermittently (in separate blocks of time) or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member. Intermittent leave for the birth of a child, to care for a newborn child or for the placement of a child for adoption or foster care generally must be taken in at least two-week increments under the CFRA, with shorter increments allowed on two occasions. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt Tower's operations. Intermittent leave is permitted in intervals of at least one hour.

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 Tower and delivered to Tower 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 care or medical leave of absence may utilize 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, or that occurs when an employee declines to utilize any accrued but unused paid time off benefits, will be without pay.

Any unpaid or paid portions of this policy shall be run concurrently based will not extend the maximum 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 Tower Human Resources 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 Tower 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 Tower 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 Tower with certification from a health care provider on Tower's form, within 15 calendar days of Tower's request. Failure to provide a satisfactory medical certification may result in the denial of leave.

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

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

Under most circumstances, Tower 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, Tower 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 Tower.

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 or CFRA rights, please contact Tower 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 both family care and medical leave and pregnancy disability leave for the reason of the birth of the child is 4 months and 12 weeks. This assumes that the employee is disabled by childbirth or related medical conditions for 4 months and then requests, and is eligible for, a 12-week family leave for the reason of the birth of her child. Pregnancy-related disability leave is counted towards an employee’s FMLA entitlement.

Pregnancy Leave of Absence Example:

Benefit	Weeks
PDL	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 1/3
FMLA	1 2 3 4 5 6 7 8 9 10 11 12
SDI	1 2 3 4 5 6 7 8 9 10
CFRA	1 2 3 4 5 6 7 8 9 10 11 12
PFL	1 2 3 4 5 6

- Doctor put employee out 2 weeks prior to due date
- Employee has baby at week 3 and is disabled by her doctor for 8 weeks due to cesarean section
- FMLA considers pregnancy a disability so FMLA and PDL run concurrently
- Once employee is no longer disabled, she has a full 12 weeks for “bonding” – this time will run concurrently with the unused portion of FMLA and the employee is eligible for benefits through the state (PFL) for bonding

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:

- 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
- The request can be reasonably accommodated by Tower.

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.

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

Under most circumstances, Tower 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:

- 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
- The means of preserving the job would substantially undermine Tower'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:

- No comparable position is available within 10 working days of the employee's return to work; or
- Filling the comparable position with the employee would substantially undermine Tower'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 Tower.

ORGAN & BONE MARROW DONOR LEAVE

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

Employees who wish to take leave to donate an organ or bone marrow are required to provide as much advance notice as possible and must provide Tower 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 up to 10 days accrued sick or vacation time when donating an organ, or up to five days accrued sick or vacation time when donating bone marrow. Leave taken under this policy does not constitute a break in service for things like healthcare insurance coverage, accrual of vacation or sick pay, or seniority, but this leave shall not run concurrently with an eligible employee's 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.

IF YOU LEAVE TOWER...

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

Most Tower employees sign appointment forms, indicating that funding for their position may end at the end of the project, grant or contract, or it may end at the end of the Tower's fiscal year unless they are offered a new appointment. Severance is not paid to departing Tower employees.

If you decide to leave Tower, 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. Please return all property owned by Tower (e.g., computers, keys, identification badges, credit cards, etc.) prior to your departure. **University keys must be returned to the Lock Shop; parking permits to Traffic and Parking; and Identification Cards to Tower Human Resources.** Also, please contact Tower Human Resources to determine your eligibility for any unemployment insurance and disposition of your final paycheck.

If you are moving, a forwarding address should be given to Tower Human Resources for mailing of W-2 Forms and other paperwork.

Tower retains the right to accept your resignation immediately and pay you the amount of compensation you would have earned had you continued to work during your resignation period.

EXIT INTERVIEW

Before leaving, you will be asked to participate in an exit interview. This will provide closure to your employment with Tower and will allow Tower Human Resources to ensure that it has resolved various administrative matters pertaining to computer passwords and other information, and that it has answered any questions you may have about continuation of benefits. It also provides Tower with an opportunity to listen to any of your comments or ideas about improving Tower's operations or procedures.

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

Employee's Name: _____

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

I further understand that Tower maintains a policy of at-will employment with respect to both the duration and terms and conditions of the employment relationship. This means that Tower 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 Tower's policy of at-will employment is not subject to change other than through an express written agreement signed by me and the Tower COO.

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

Employee Signature

Date

Human Resources Representative Signature

Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE