



**MOUNT ST. MARY'S
COLLEGE**

STAFF EMPLOYEE HANDBOOK

2010-2011

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1. INTRODUCTION

1.1. WELCOME

Welcome to Mount St. Mary's College ("the College"). We are pleased to have you as a member of our team. We believe our employees are our most important asset and we hope that you will enjoy your experience with the College.

This Staff Employee Handbook ("Handbook") has been developed to help you become acquainted with the College. It describes, in general terms, some of the College's employment policies, procedures and standards of conduct, and outlines the programs and benefits available to eligible employees. You should familiarize yourself with the contents as soon as possible, as the Handbook will answer many questions about your employment. Moreover, as an employee of the College, you are obligated to comply with and are bound by all of the requirements contained in the Handbook. If you have any questions after your review of the Handbook, please contact Human Resources for clarification.

This Handbook supersedes and replaces all previous handbooks, personnel policies, procedures, guidelines and practices, whether oral or written.

Although this Handbook is intended to help you get better acquainted with the College, it is not intended to be a contract (express or implied), nor to otherwise create any legally enforceable contractual obligations on the part of the College.

This Handbook is the property of the College, and is for your personal use and reference as an employee. No employee is permitted to photocopy, reproduce or in any way circulate or distribute the Handbook to any non-employee of the College.

With the exception of its policy of at-will employment and those policies required by law, the College reserves full discretion, at any time, for any reason or no reason, with or without notice, to add to, modify or delete any provision of this Handbook, or the policies and procedures on which it may be based. We will, however, try to provide you reasonable notice of substantial changes in policies or benefits.

The College is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives timely consideration and response. Suggestions for improving the College are always welcome under provisions outlined in the Open Door Policy.

We are looking forward to working with you. Again, welcome to our team!

2. GENERAL EMPLOYMENT INFORMATION

2.1. AT-WILL EMPLOYMENT

EMPLOYMENT IS AT-WILL

Your employment with the College is at-will, which means that your employment is not for a definite period of time. Both you and the College have the right to end your employment at any time, with or without notice, cause or reason. This is called at-will employment.

No one, except the President of the College, can enter into an agreement with an employee for employment for a specified period of time, or make any agreement contrary to this policy of at-will employment. Any such agreement must be in writing and must be signed by both the President of the College and by the employee.

This Handbook is not intended to be and is not a contract (express or implied), nor does it otherwise create any legally enforceable contractual obligations on the part of the College. Statements on any College documents, or by any employees or principals of the College, DO NOT constitute or imply an employment contract and SHOULD NOT be relied upon by any job applicant or employee as assuring employment for any period of time or permanent employment.

2.2. EMPLOYMENT CONTRACTS

Should any employee be under a separate written contract with the College, and any terms and/or conditions of that contract differ from this Handbook, the provisions of the contract shall override any contrary or conflicting Handbook provision, if and only if the contract is signed by both the President of the College and the employee.

2.3. POLICY OF EQUAL EMPLOYMENT OPPORTUNITY

- Equal Employment Opportunity

The College is thoroughly committed both to providing equal employment opportunities for all job applicants and employees, and to providing a work environment that is free from harassment, discrimination and retaliation. It is the policy of the College to hire, employ, train, retain, promote, demote, compensate, discipline, terminate and otherwise treat all employees and job applicants on the basis of merit, qualifications and competence, and without regard to sex, sexual orientation or preference, gender, gender identity, race, color, religion, national origin, creed, citizenship status, ancestry, age, marital status, pregnancy, childbirth or related medical conditions, medical conditions including genetic characteristics, mental or physical disability, veteran status or any other characteristic protected by federal, state or local law, ordinance or regulation.

The College will make reasonable accommodations, whenever necessary, for applicants and employees with disabilities, if they are otherwise qualified to safely perform the essential functions of the position.

2.4. POLICY OF ZERO TOLERANCE FOR HARASSMENT, DISCRIMINATION AND RETALIATION

The College is committed to providing an environment that is free from harassment, discrimination and retaliation on the basis of sex, sexual orientation or preference, gender, gender identity, race, color, religion, national origin, creed, citizenship status, ancestry, age, marital status, pregnancy, childbirth or related medical conditions, medical conditions including genetic characteristics, mental or physical disability, veteran status, or any other characteristic protected by federal, state or local law, ordinance or regulation.

- *Unlawful Harassment Defined*

Unlawful harassment includes all forms of unwelcome verbal, physical and visual conduct and displays that are based on any of the above mentioned protected characteristics and which interfere with performance and/or create an offensive or hostile environment. Whether conduct constitutes unlawful harassment is determined based upon the manner in which the conduct or comments are perceived; not the manner in which they are intended. Harassment can take many forms. Following are some examples that may constitute harassment:

- (a) Verbal harassment such as jokes, epithets, slurs and unwelcome remarks about an individual's body, dress, clothing, race, physical appearance or abilities, derogatory comments, discussions of a sexual nature and/or harassing remarks;
- (b) Physical harassment such as physical interference with normal activity, impeding or blocking movement, assault, unwelcome physical contact or touching, staring at a person's body, and threatening, intimidating or hostile acts that relate to a protected characteristic; and
- (c) Visual harassment such as offensive or obscene e-mails, instant messaging, web blogs, photographs, calendars, posters, cards, cartoons, drawings and gestures, displays with sexually suggestive or lewd objects, unwelcome letters or notes or any other graphic material that denigrates or shows hostility or aversion toward an individual because of the individual's protected characteristics.

- *Unlawful Discrimination Defined*

Unlawful discrimination occurs when an individual's protected characteristic is used as a basis for adverse decisions affecting that individual. Following are some examples that may constitute discrimination: terminating an individual's employment, refusing a request for time off, denying housing or other benefits, or assigning an undeserved low grade based on an individual's protected characteristic.

- Sexual Harassment & Discrimination Defined

Sexual harassment occurs when unwelcome sexual conduct unreasonably interferes with an individual's performance or creates an intimidating, hostile or offensive environment, even if it does not lead to tangible or economic consequences. Sexual harassment includes verbal harassment, physical harassment, visual harassment and unwanted sexual advances. Sexual discrimination occurs when submission to or rejection of unwelcome sexual conduct by an individual is used as a basis for any decisions affecting that individual. Examples include threats and demands to submit to sexual requests, or offers of benefits in return for sexual favors. Sexual harassment and discrimination may involve harassment of women by men, men by women and gender-based harassment of individuals of the same sex as the harasser.

- Zero Tolerance

The College strictly prohibits all forms of unlawful harassment, discrimination or retaliation in any form. Anyone who violates this policy of zero tolerance is subject to appropriate disciplinary action, up to and including immediate termination or dismissal.

- Complaint/Reporting Responsibility

It is the responsibility of each individual to assure that prohibited harassment, discrimination or retaliation does not occur within the College community. *If anyone believes that he/she is being harassed, discriminated or retaliated against or believes that any other person is being subjected to such improper conduct, that individual shall immediately report the facts of the incident(s) and the name(s) of the party(s) involved to one of the following College grievance officers: Human Resources Director; Provost and Academic Vice President; Vice President, Student Affairs; Associate Vice President, Student Affairs; Dean, Baccalaureate Program; Dean, Associate in Arts Program; Dean, Graduate Division; President, Faculty Assembly; College Chaplain; Director, Campus Ministry. The reporting individual is strongly encouraged to put the report in writing.*

- Investigations

Reported incidents of harassment, discrimination or retaliation will immediately be investigated and investigations will be conducted in a discreet manner. Information obtained from the investigation will be disclosed only on a need to know basis. At the conclusion of the investigation, the College will determine whether unlawful harassment, discrimination or retaliation has occurred and will communicate its findings to the accused, the complainant, and, when appropriate, other persons who are directly concerned.

Any member of the College community who is determined to have violated this policy of zero tolerance will be subject to appropriate discipline, up to and including immediate termination or dismissal. Steps will be taken as necessary to prevent any further harassment, discrimination or retaliation.

Any affected individual should immediately report any incident of unlawful harassment, discrimination or retaliation to the College so that all complaints can be quickly and fairly

resolved. Affected employees also may direct complaints to the federal Equal Employment Opportunity Commission (“EEOC”) (1-800-669-4000) and/or the California Department of Fair Employment and Housing (“DFEH”) (1-800-884-1684). Affected students may direct complaints to the U.S. Department of Education Office for Civil Rights (1-415-486-5555).

- No Retaliation

The College takes all complaints of harassment, discrimination and retaliation seriously and wants the opportunity to internally resolve any problems that may arise. No individual will be retaliated against or otherwise disciplined for reporting in good faith an incident of harassment, discrimination or retaliation or for participating in an investigation. The reporting individual and all parties participating in an investigation have the assurance of the College that no reprisals will be taken as the result of the complaint, unless the complaint was filed in bad faith or for an improper purpose. If any individual feels he/she has been retaliated against, he/she should immediately report the retaliatory conduct.

2.5. IMMIGRATION LAW COMPLIANCE

The College is committed to employing only United States citizens and aliens who are authorized to work in the United States. The College does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the College within the past three (3) years, or if their previous I-9 is no longer retained or valid.

2.6. EMPLOYMENT CLASSIFICATIONS

At the time of hire, each employee is normally notified of his or her status. The College employees are classified in the following ways:

- By Length of Employment:

- (a) Regular Employees: A Regular employee is one who is hired for an ongoing position/assignment and not as an interim placement, to temporarily supplement the work force, or to assist in the completion of a specific project.
- (b) Temporary Employees: A Temporary employee is one who is hired as an interim replacement, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration, and employment beyond any initially stated period in no way implies a change in employment status.

- By the Number of Hours Worked:
 - (a) Full-Time Employees: A Full-Time employee is one who is regularly scheduled to work a minimum of forty (40) hours per week. If a particular Full-Time employee works fewer than forty (40) hours in any given week, this does not change the employee's status unless his/her regular schedule is also changed.
 - (b) Part-Time Employees: A Part-Time employee is one who is regularly scheduled to work fewer than forty (40) hours per week. If a particular Part-Time employee works forty (40) or more hours in any given week, this does not change the employee's status unless his/her regular schedule is also changed.

- By Payment Method:
 - (a) Hourly: An Hourly employee is one who is paid a specified rate of pay for each hour worked.
 - (b) Salaried: A Salaried employee is one who is paid based on a specified monthly/annual salary. *Salaried employees may be Exempt or Non-Exempt.*

- By Eligibility for Overtime:
 - (a) Non-Exempt Employees: A Non-Exempt employee is one who is covered by the overtime provisions of the federal Fair Labor Standards Act ("FLSA"), the California Labor Code, or any other applicable federal or state law. Non-Exempt employees may be paid on an hourly basis or they may be paid a fixed salary. All Non-Exempt employees will be paid overtime, in accordance with the law.
 - (b) Exempt Employees: An Exempt employee is one whose position meets specific tests established by the FLSA, the California Labor Code, or any other applicable federal or state law. Exempt employees include those employees who qualify as exempt executive, administrative or professional employees. Exempt employees are paid a fixed salary and they may have to work hours beyond their normal schedules, as work demands or requires, without additional compensation. Exempt employees will not be paid overtime compensation.

All employees, regardless of classification, are employed on an at-will basis.

3. YOUR EMPLOYMENT AND WORK PERFORMANCE

3.1. INTRODUCTORY PERIOD OF EMPLOYMENT

All new and rehired employees are considered to be in an Introductory Period of employment during the first six (6) months of employment (“Introductory Period”). During this Introductory Period, you will have the opportunity to become better acquainted with your job, co-workers and the College. In addition, the College will have the opportunity to evaluate your skills and performance to determine whether or not they meet the needs of the College. The length of the Introductory Period may be extended whenever the College believes, in its sole discretion, that an extension is necessary in order to more fully evaluate your performance.

An employee who transfers or is promoted into another position within the College will serve another Introductory Period, without loss of seniority or accrued benefits. An employee who is in an Introductory Period (initial or following transfer) is not eligible to transfer or be promoted within the College until he or she has completed six (6) months in the current position.

Successful completion of the Introductory Period and a satisfactory performance review at the end of this period is not a guarantee of continued employment. Both during and after the Introductory Period, employment with the College is at-will and may be terminated at any time, with or without notice, cause or reason.

3.2. JOB DUTIES

During the Introductory Period, your Supervisor will explain your initial job responsibilities and the standards you will be expected to meet; you may also be provided with a written position description. Because flexibility is necessary, your job responsibilities may change at any time during your employment.

In addition to your regularly assigned job responsibilities and duties, from time to time, you may be asked to work on special projects or to assist with other work important to the operation of the College. Your cooperation and assistance in performing additional work is expected.

The College reserves the right at any time, with or without notice, to alter or change job responsibilities, position, schedule or hours.

3.3. PERFORMANCE EVALUATIONS

The College will conduct performance evaluations at its sole discretion. Typically, however, your Supervisor will schedule your performance evaluation during the Introductory Period and on an annual basis thereafter. More frequent evaluations may be given if warranted. The purpose of these evaluations is to assess and discuss with you the strengths and weaknesses of your work, to apprise you of areas where improvement is needed, and to help you set new performance goals.

A positive performance evaluation does not guarantee a pay raise, does not guarantee continued employment, and does not alter the at-will employment status of the employee.

3.4. TRANSFERS AND PROMOTIONS

The College encourages transfers and promotions from within, if an employee is the most qualified candidate for the position. All transfers and promotions will be based upon meeting the necessary requirements for the position, satisfactory performance in the current position, and a reference from the current supervisor. A transferring employee is expected to provide a minimum of two weeks notice to their current department. An employee who is in an Introductory Period (initial or following transfer) is not eligible to transfer or be promoted within the College. Employees who transfer or are promoted will not lose their seniority nor any benefits accrued, but will be required to successfully complete a six (6) month Introductory Period in the new position.

3.5. REFERENCES/EMPLOYMENT VERIFICATION

When information is requested about any current or former employee, by an outside agency such as a potential employer or financial institution, the College will only provide the employee's length of service in terms of hire and separation dates and the last position held. Upon the written request of the employee, salary information will also be supplied. All such inquiries shall be directed to Payroll.

As a general rule, no references or other employment information regarding current and past employees will be provided. Exceptions may be made, however, and additional information may be provided at the sole discretion of the College and only upon receipt of written authorization by a current or former employee. All such inquiries shall be directed to Human Resources and only Human Resources or its designee may supply such information.

3.6. PERSONNEL RECORDS

The College relies upon the accuracy of information contained in the employment application, as well as the accuracy of other information presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information may result in immediate termination of employment.

The College maintains confidential personnel files for each employee. All personnel files are the College's property and will not be removed from the College's premises. The personnel files may include application materials, performance and conduct records, records of attendance and punctuality, promotions, transfers, disciplinary action, warning notices, reviews and other information relative to your employment. Personnel files do *not* contain confidential medical information. Any such information that the College may obtain is maintained in separate files.

The College strives to protect the confidentiality of employee personnel files by storing them in a safe and secure place. Only authorized individuals are permitted to view confidential personnel files. However, there are limited circumstances in which information contained in personnel records will be released to persons outside of the College. These include: in response to a subpoena, court order, or an order of an administrative agency; in a lawsuit, administrative proceeding, grievance or arbitration; in a workers' compensation proceeding; to a governmental agency as part of an investigation of the College's compliance with applicable law; to administer

employee benefit plans; to a health care provider; to first aid or emergency personnel, when necessary; and to the College's agents and attorneys, when necessary. Confidential medical information may be disclosed under very limited circumstances. You will be notified of any such disclosure, if appropriate.

Each employee has a limited right to review the contents of his or her own personnel file. Upon reasonable request to Human Resources, you may review your own personnel file at a mutually convenient time. To better protect the confidentiality of your file, you may review your file only in the presence of Human Resources or another designated representative of the College. You may not remove any papers from your file, but you may copy all documents pertaining to your employment that you have signed. If you wish to comment on any information in your file that you believe is incorrect, you may place a written explanation in your file.

3.7. CHANGES IN PERSONAL DATA

Each employee is responsible for reporting to the College any change in personal data such as a change of name, address, telephone number, marital status, number of dependents, next of kin, beneficiaries or emergency contact information, withholding status, or deductions. Changes must be made in writing and submitted to Human Resources within ten (10) days of the date the change becomes effective.

4. YOUR WORK SCHEDULE AND COMPENSATION

4.1. DEFINITIONS OF A WORK DAY AND WORK WEEK

A "work day" is a twenty-four hour (24) calendar day beginning at 12:01 a.m. and ending at the following midnight.

A "work week" is the seven (7) day period beginning at 12:01 a.m. on Sunday and ending at midnight the following Saturday.

The College may adopt an alternative work week(s), consistent with applicable law.

4.2. WORK SCHEDULES

The standard work schedule is 8 a.m. to 5 p.m., Monday through Friday, with a minimum thirty (30) minute meal period and applicable rest periods for non-exempt employees. Individual work schedules may vary depending upon work assignments and the College's staffing needs. Business conditions may require that these days and/or hours be changed, extended or shortened, including evenings and weekends. Employees will be notified as far in advance as possible about required schedule changes. The College cannot guarantee any number of work hours per week for an employee.

4.3. ATTENDANCE AND ABSENCES

The College expects and requires regular and consistent attendance of all employees. All employees must show up for their scheduled workdays, and return from meal and rest periods on time. Such attendance is *essential* to teamwork and to providing high quality service. Moreover, good attendance is an important part of an employee's performance evaluation.

The College needs your cooperation to properly cover your job in the event of your absence.

- ◆ For absences that can be predicted, you should generally schedule your absence at least two (2) weeks in advance with your immediate Supervisor.
- ◆ For absences that cannot be predicted, such as absences due to illness, you should report your absence to your immediate Supervisor, at the earliest possible time, but not less than thirty (30) minutes before your scheduled start time. When you report your absence, you should state the specific date/time when you expect to return to work. If you cannot provide a specific date, you must call in *each day* you will not be reporting to work. Please make every effort to personally contact your immediate Supervisor. Only under extreme circumstances should someone call in for you to report your absence.

If you are absent due to an illness, the College reserves the right to require you to provide an acceptable medical verification and/or release from a physician or other health care provider at any time. Employees are generally required to provide medical verification and/or release after three (3) or more days of absence to certify that they can safely perform all of the essential functions of the job, with or without reasonable accommodation.

When you are absent from work without the prior permission of your Supervisor, you are considered to be absent without an authorized leave. In such situations, the College considers your absence a voluntary resignation after three (3) consecutively scheduled work shifts of unexcused absence.

Excessive absences are a serious performance issue. Excessive absences and failures to report absences on a timely basis may result in discipline, up to and including immediate termination. You also may be subject to discipline whenever your attendance shows a suspicious pattern of absences. For example, absences adjacent to holidays and weekends are suspect, as are repeated absences on the same day of the week, and frequent absences for relatively minor complaints, such as headaches and stomach aches. In considering whether an employee's absences are suspicious or excessive, the College will consider the pattern of absences, the reason(s) offered for the absences, and all other surrounding facts and circumstances.

4.4. TARDINESS

You are required to be at work, and ready to begin working, at the beginning of your specified work time. You must also be ready to resume work on time after authorized rest and meal periods.

You will be considered tardy if you:

- (a) Arrive to work after your scheduled work time;
- (b) Are not appropriately dressed and ready to work; or
- (c) Do not have the proper safety equipment to perform your job.

If you expect to be tardy you must notify your Supervisor as soon as possible that you will be late. You must speak directly to your Supervisor and state when you will report for work. You are expected to plan for traffic and weather problems and to allow for extra time to commute to work, if necessary.

Like excessive absences, excessive tardiness is a serious performance issue. Repeated or excessive tardiness may result in discipline, up to and including immediate termination. Tardiness is considered excessive if you are frequently or unnecessarily late or if you demonstrate a suspicious pattern of tardiness. In determining whether an employee's tardiness is excessive, the College will consider the pattern of tardiness, the reason(s) offered, and all other surrounding facts and circumstances.

4.5. TIME KEEPING

All Non-Exempt employees are required to accurately record their time on their (paper or electronic) time cards. Employees should complete time cards on a daily basis. Your time card must indicate when you (1) report to work; (2) leave for and return from meal periods; and (3) leave work at the end of your shift. Each entry must be legible and the card must be signed and dated, or processed through ezLabor. Before working overtime hours, Non-exempt employees must first obtain approval from their Supervisor. The Supervisor must also initial corrections on the time card, if any, and must sign off on each time card, or process through ezLabor, at the end of the pay period. Time cards must be submitted to Payroll according to Payroll deadlines.

In addition to the College's own record keeping needs, state and federal wage and hour laws require a record of hours worked by Non-Exempt employees. ***Time records are legal documents that must not be tampered with.*** Each employee is responsible for accurately recording his/her own time. Clocking in/out for another employee, tampering with time records, mutilating time records, or falsifying time records are all acts of dishonesty which are grounds for discipline, up to and including immediate termination.

If you feel that you are being asked to work unrecorded hours, you must report this situation immediately to Human Resources. Requesting any employee to work unrecorded regular or overtime hours violates College policy. No other record keeping or agreements to make up time, or take time off at another time, e.g. "comp time", are permitted.

Exempt employees are required to record days worked on their (paper or electronic) time cards. Time cards should reflect all days worked as well as days not worked due to reasons such as holidays, vacation or sick leave taken. Partial days should not be annotated or recorded. Time cards must be approved by the employee's Supervisor and submitted to Payroll according to Payroll deadlines.

Altering, falsifying or tampering with time records, or recording time on another employee's time record, may result in discipline, up to and including immediate termination.

4.6. PAYROLL AND PAY PERIODS

- Pay Days

- (a) Hourly Employees: The College's paydays are every other Friday for payment of the previous two weeks' work. The pay period starts on a Sunday and ends on Saturday. If a payday falls on a scheduled holiday, you will be paid on the last working day before the holiday whenever possible. To ensure prompt and accurate payment for work performed, it is your responsibility to complete your time card carefully and accurately. In case of any errors in a payroll check, call Payroll and adjustments will be made as soon as possible.
- (b) Salaried Employees: Exempt employees are paid monthly on the first day of the month. If the first (1st) of the month is on a weekend or holiday, the payday will be the preceding Friday, whenever possible. To ensure prompt and accurate payment for work performed, it is your responsibility to complete your time card carefully and accurately. In case of any errors in a payroll check, call Payroll and adjustments will be made as soon as possible.

- Payroll Distribution

Paychecks will be available for pickup/will be distributed on the scheduled pay day. Payroll checks will not be distributed to anyone other than the named payee, unless the College receives express permission otherwise. Permission for others to receive your paycheck must be in writing and submitted by you to the Payroll Manager prior to the release of the payroll check.

Employees may have paychecks directly deposited into their bank accounts if they provide advance written authorization to the College. Employees will receive a non-negotiable paycheck with an itemized statement of wages and deductions when the College makes direct deposits.

4.7. OVERTIME COMPENSATION FOR NON-EXEMPT EMPLOYEES

- In General

Only Non-Exempt employees are eligible for overtime compensation. Exempt employees do not receive additional compensation for "overtime" work.

It is the College's policy to keep overtime hours to a minimum. However, Non-Exempt employees may be asked to work reasonable amounts of overtime due to the work load and the nature of the College's business. The College will attempt to schedule overtime in a fair and consistent manner. If you think that you need to work overtime hours but no one has specifically asked you to do so, *you must obtain express prior approval from your Supervisor before working overtime.*

If you work overtime without authorization, you may be subject to discipline, up to and including immediate termination.

You are not allowed to take work home or obtain outside assistance (for example, from friends, family members or vendors) unless your Supervisor has given express prior authorization. Working unauthorized overtime hours or using unauthorized assistance violates College policy and may result in disciplinary action, up to and including immediate termination.

- Overtime Pay

Only those hours that are actually worked are added together to determine overtime pay. Paid time off or paid holidays, for example, are not hours worked and therefore are not counted in making overtime calculations.

Overtime at the rate of 1½ times the employee's regular rate of pay will be paid for all hours worked in excess of eight (8) hours in one (1) work day or forty (40) hours in one (1) work week and for the first eight (8) hours worked on the seventh (7th) consecutive work day in a work week.

Overtime at the rate of two (2) times the employee's regular rate of pay will be paid for all hours worked in excess of twelve (12) in one (1) work day and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive work day in a work week.

- Minimum Shifts, Show Up and Call Back Pay

Although there are no wage and hour laws requiring a minimum number of hours for a shift, it is the College's practice that Regular employees working full-time would not be asked to work a shift of less than four (4) hours on a day they are not regularly scheduled to work.

For "show up/reporting time" pay, employees expecting a shift of a certain number of hours must be paid one-half (½) of the scheduled shift, with a minimum of two (2) hours and a maximum of four (4) hours. Employees reporting to work with no number of hours given must be paid one-half (½) of their regular shift, with a minimum of two (2) hours and a maximum of four (4) hours.

For "call back" pay, employees who went home not expecting to be called back, must be paid a minimum of two (2) hours (or actual hours worked if more) including applicable overtime. Employees who went home but did expect to be called back, must be paid wages that equal all hours worked, times the minimum wage, plus one(1) hour extra at minimum wage, including applicable overtime.

4.8. PAYROLL DEDUCTIONS

Federal and state laws require that the College withhold taxes from your wages. These taxes include:

- ◆ Federal Income Tax: Determined by the information reported on the employee's W-4 form. Taxes will vary depending on gross salary and the number of exemptions claimed on the W-4.
- ◆ California Income Tax: Determined by the information reported on the employee's W-4 form. Taxes will vary depending on gross salary and the number of exemptions claimed on the W-4.
- ◆ Federal Insurance Contributions Act (FICA): (Social Security and Medicare) Determined by the Federal Government and subject to change each year. While Social Security is primarily for retirement, benefits are available in case of catastrophic illness or disability.
- ◆ California State Disability Insurance (SDI): Determined by the State Government and subject to change. Benefits are available in case of non-work related illness or disability.

No other deductions, except court ordered garnishments, may be taken from your paycheck without your written authorization.

If you want to change the number of your exemptions or your marital status for federal or state income tax withholding purposes, please complete a new IRS form W-4 (Withholding Exemption Certificate) and provide it to Payroll.

4.9. GARNISHMENTS

If the College receives an order to garnish your wages, we must comply with that order. A garnishment will reduce the amount of your take-home pay. The College encourages you to take affirmative steps to avoid garnishments.

4.10. EXPENSE REIMBURSEMENTS

The College will reimburse employees for reasonable and approved expenses undertaken at the request of the College. You must obtain approval from your Supervisor prior to incurring any expense. In order to be reimbursed, you must submit a completed expense report and provide receipts or other supporting documentation to the Accounts Payable Department in accordance with current guidelines. Abuse of this policy, including falsifying documents to reflect expenses not incurred, may result in discipline, up to and including immediate termination.

4.11. MEAL AND REST PERIODS FOR NON-EXEMPT EMPLOYEES

Your Supervisor will determine the scheduling of your meal and rest periods, in accordance with policy.

Non-Exempt employees are expected to take their full allotted time for meal and rest periods and may not perform any work during these periods.

- Meal Periods

Non-Exempt employees who work more than five (5) hours in any work day are required to take a (minimum) thirty (30) minute unpaid meal period. Employees who work no more than six (6) hours in any work day may waive their unpaid meal period, upon written request and with supervisor approval. The College may, in its sole discretion, assign a longer meal period to particular job functions or particular employees, but the College is not required by law to do so. The College also provides employees who work more than ten (10) hours in any work day with a second thirty (30) minute unpaid meal period. The employee may choose to waive the second meal period, or combine the two meal periods, if the Supervisor agrees *and* if the first meal period was taken.

Meals are not to be eaten while “still on the clock” and should be eaten away from your work area. *You must take all your meal periods and you may not skip a meal period to arrive late, to leave early or to work extra time.*

Each day your time card must reflect the time you leave for and return from your meal period.

- Rest Periods

Non-Exempt employees who work at least three and one-half (3½) hours in any work day are entitled to one (1) fifteen (15) minute paid rest period. Employees who work seven (7) hours in any work day are entitled to two (2) fifteen (15) minute paid rest periods, one (1) during each half segment of the work day. *Rest periods may not be combined or added to a meal period, and cannot be skipped in order to arrive late, to leave early or to work extra time.*

- Lactation Accommodation

An employee desiring to express breast milk for her infant child should do so during her regularly scheduled rest or meal periods; if this is not possible, the employee will be provided with additional unpaid break time for the sole purpose of expressing milk. If you are provided with additional break time, your time card must reflect this time.

If you desire a lactation accommodation, please notify Human Resources and every reasonable effort will be made to provide you with the use of a room or other location, other than a toilet stall, in close proximity to your work area, for you to express milk in private.

4.12. EMPLOYEE MEETINGS

The College may schedule periodic employee meetings, including over the lunch hour. Non-exempt employees must still take all meal and rest periods, in addition to the “working” lunch. Non-exempt employees must also be paid for any mandatory meetings scheduled outside normal work hours.

5. YOUR RESPONSIBILITIES AND STANDARDS OF CONDUCT

5.1. OPEN DOOR POLICY

The College is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives timely consideration and response. Suggestions for improving the College are always welcome. If, at any time, you have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving, or a suggestion as to how we may improve the College, you are encouraged to discuss the matter with your Supervisor or the Human Resources Director.

Although the College cannot guarantee that every problem will be resolved to your satisfaction, the College values your observations and welcomes your comments. The College will not retaliate against any employee for raising an issue of concern, in good faith, under this policy.

For complaints about unlawful harassment, discrimination and/or retaliation, please see the College's Unlawful Harassment/Discrimination/Retaliation policy (Sec. 2.4)

- *Committee on Staff Affairs*

The Committee on Staff Affairs (COSA) is comprised of elected staff members representing all areas of the College. The Committee is dedicated to addressing staff concerns, promoting staff development, and fostering open communications between the administration and staff members of the College. COSA's stated purpose is to effectively represent and express staff opinions to the administration on matters of interest to the community; coordinate educational, social, and cultural enrichment programs for the benefit of staff; support staff development programs; and promote the College's mission.

5.2. CODE OF CONDUCT

The College relies on the ability and professionalism of its employees to communicate effectively the merits of the College, and expects its employees to use only legitimate business practices.

- ◆ All employees are expected to look professional, to use discretion in attire and appearance, and to be neat and well groomed at all times. Cleanliness, neatness and proper fitting clothes are also important. Articles of apparel or jewelry that present a safety hazard are not permitted. The use of cosmetics and/or colognes should be moderate, non-offensive and in keeping with professional standards.
- ◆ All employees shall maintain a high level of integrity in their work-related conduct and avoid any conduct that reasonably could be expected to reflect adversely upon the integrity of the College or its employees.
- ◆ All employees shall demonstrate honesty, integrity and excellence in the performance of their duties.

- ◆ All employees shall perform their responsibilities in good faith, in a manner that is in the best interests of the College, and with the care that a reasonable, prudent person in the same position would use under similar circumstances.
- ◆ All employees shall avoid all illegal conduct and shall avoid all efforts to circumvent the law by devious means or questionable interpretations.
- ◆ All employees shall immediately report to their Supervisor or Human Resources *any* transaction that may violate any law and/or rule, regulation, or policy of the College.

5.3. CONFLICTING ACTIVITIES

- Conflicts of Interest

The College and its employees have a responsibility to conduct the business of the College in strict compliance with all applicable laws, rules and regulations and with the highest standard of professional ethics. The College has a reasonable expectation that all employees will take utmost care to avoid actions and situations that may create an actual or potential conflict, including actions that may potentially divide the interest of the College and/or the interest of an individual.

In furtherance of this policy, the College requires its employees to refrain from the following:

- ◆ Owning, operating, or being employed as an employee or consultant by any business that competes, directly or indirectly, with the College to the extent it violates the employee's obligation to the College or impacts the employee's ability to perform his/her duties and responsibilities for the College.
- ◆ Having a direct or indirect financial relationship with a competitor, vendor, customer, or supplier; however, no conflict will exist in the case of ownership of less than one (1) percent of the publicly traded stock of a corporation.
- ◆ Engaging in any other employment or personal activity during the College's work hours or using the College's supplies or equipment in other employment.
- ◆ Using the College's name, logo, stationery, supplies, equipment, or other property for personal purposes. This includes, but is not limited to, the personal use of computers, software, printers, telephones, facsimile machines, copy machines, postage and postage meters and supplies of all kinds.
- ◆ Soliciting College employees, vendors, suppliers or others to purchase goods or services of any kind for non-College purposes, or to make contributions to any organization or in support of any cause, without the express prior approval of Management.
- ◆ Soliciting or entering into any business or financial transaction with any directly or indirectly supervised College employee.

All employees are obligated as a condition of continued at-will employment to abide by this policy, to seek advance guidance when in doubt about the permissibility of a given activity and to cooperate with inquiries concerning possible or suspected violations of this policy.

Failure to avoid prohibited conflicting activities, or failure to participate in good faith in the College's inquiry or investigation into a perceived or actual prohibited conflicting activity, may result in discipline, up to and including immediate termination.

Any questions regarding any aspect of the College's conflicting activities policy should be directed to Human Resources. Any doubt should be resolved in favor of disclosure and a request for specific guidance.

- Acceptance of Gifts

The College believes that our mutual interests are best served when the acceptance of a product or service is based solely on its merits. Personal gifts offered to our employees by companies or individuals doing business with the College could be interpreted as, or motivated by, a desire for undue favoritism in future dealings. Approval from Management is required before you may accept gifts of any kind (including gratuities and entertainment) from suppliers, vendor representatives or any external constituencies. In all instances such gifts should be of a nominal value and what might be considered reasonable and customary.

- Employment of Relatives/Consensual Relationships

The employment of relatives or individuals involved in consensual relationships may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into the workplace. Relatives of, or individuals involved in consensual relationships with, current employees of the College may be hired only if they will not be working directly for (or in the reporting chain of command) or supervising the individual with whom they have a relationship. College employees cannot be transferred or promoted into such reporting relationships. If the relationship is established after employment then Management, in conjunction with Human Resources, will decide on changes of assignment and/or reporting relationship. Relatives are defined as, but not limited to: spouses/registered domestic partners, children/stepchildren, siblings, parents/stepparents and any other familial or consensual relationship that may impact the ability to supervise or be supervised.

- Outside Employment

The College expects your best efforts and full loyalty in the performance of your job duties. Whether you are a Full-Time, Part-Time, or Temporary employee, your position at the College is a serious responsibility.

Nonetheless, employees may engage in outside employment, including self-employment, under the following conditions:

- ◆ Such employment shall not be conducted during an employee's regular work hours at the College.

- ◆ Such employment shall not be conducted on the College's premises, or entail use of College property or services.
- ◆ Such employment must not involve any conflict of interest as described above.
- ◆ Such employment may not violate any obligation of the employee to the College or interfere with the employee's ability to perform his/her duties and responsibilities for the College.

You should consider the impact that outside employment may have on your health and physical endurance. Regardless of any outside work requirements, you will be subject to the College's scheduling demands, and you will be judged by the same performance standards as College employees who do not have outside employment.

Under no circumstances may you represent your employment with the College in such a way that it influences others to engage you or otherwise to do business with you, with respect to outside employment, when they might not otherwise have done so.

5.4. PROTECTION OF CONFIDENTIAL INFORMATION

During the course of your employment, you may have access to, learn of or come into the possession of trade secrets or proprietary or confidential information that belongs to the College or its students, or others.

All such information is strictly confidential and may not be disclosed to anyone outside of the College, including disclosure to friends, family members, or any College ex-employee or employee who is not entitled to this information. This obligation to safeguard information exists both *during* employment and *after* employment ends. If you have any doubt that information is confidential, all such doubt should be resolved by treating the information as confidential. Any questions regarding the confidentiality or non-confidentiality of information should be directed to Human Resources.

All writings that contain confidential information that are prepared by you, or otherwise come into your possession during your employment, are and will remain the property of the College. When requested by the College or when you leave the College, you must immediately return to the College all writings and other tangible things that are in your possession or control, including any copies. This includes any electronic information or data that you may have in your possession or control.

All employees shall protect the College's confidential or proprietary information against improper use and access and shall not use any confidential or proprietary information outside of the context of the employee's official College duties. Employees shall *not* remove the College's records or documents from the premises or use such documents or information for personal gain or benefit.

If you violate the College's confidential information policy, you will be subject to discipline, up to and including immediate termination.

5.5. OWNERSHIP OF INTELLECTUAL PROPERTY AND INVENTIONS

Any invention made, revised, or updated by employees of, or independent contractors or consultants for the College solely or jointly with others, during the term of their employment with or during any period that they act as an independent contractor or consultant to the College, which are produced with the College's equipment, supplies, facilities, trade secrets, or time, or which relate to the business or activities of the College or to the College's actual or demonstrably anticipated promotional, planning or development activities, or which result from any work performed for the College (collectively "inventions"), shall belong and must be assigned to the College, if the College so chooses. The College shall have the right to keep such inventions as trade secrets. Employees, independent contractors and consultants must assign to the College their rights in any other inventions where the College is required to grant those rights to the United States Government or any agency thereof.

In order to permit the College to claim rights to which it may be entitled, employees, independent contractors and consultants must disclose to the College in confidence all inventions which they produce during the course of their employment, independent contractor or consulting relationship with the College. They must assist the College in obtaining copyright and any other available intellectual property protection on all inventions, designs, improvements, and discoveries deemed copyrightable or patentable in the United States and in all foreign countries, and shall execute all documents and do all things necessary to obtain all protections that will vest the College with full and extensive title thereto, and to protect the same against infringement by others.

For the purposes of this policy, an invention is deemed to have been made or produced during the period of employment, independent contractor or consulting relationship if, during such period, the invention was conceived or first actually reduced at minimum to draft, abstract, or outline form. Any patent or application filed within a year after termination of employment or of the independent contractor or consulting relationship shall be presumed to relate to an invention made during the term of employment, or during the term of the independent contractor or consulting relationship, unless the employee, independent contractor or consultant can provide evidence to the contrary.

This policy is intended to be consistent with all applicable requirements and restrictions of California law, including, but not limited to, the provisions of Sections 2870-2872 of the California Labor Code.

Violations of this policy may subject employees of and independent contractors and consultants for the College to discipline, up to and including immediate termination of their employment, independent contract, or consultancy. Additionally, the College may pursue all available civil and criminal remedies and actions available to it under the law to protect against or to remedy violations of this policy during the term of the offender's employment or independent contract with or consultancy for the College, or thereafter, as necessary.

5.6. PERSONAL TELEPHONE CALLS

The College's telephone lines are intended for College business and must be available at all times for such use. As such, you are discouraged from using the College telephones for personal telephone calls. You are also discouraged from using personal cellular telephones to make personal telephone calls during your work hours. Since it is inevitable that personal telephone calls shall sometimes be made and received, the College employs an honor system that personal telephone calls shall be kept to a minimum in *frequency* and *duration*. Friends and relatives should be discouraged from calling you at work unless there is an emergency.

In the event of personal use by you of a College telephone line or of a College supplied cellular telephone, you may be required to reimburse the College for any significant local and/or toll charges.

If the College provides you with a cellular telephone, it is provided for College business purposes. The phone remains the property of the College at all times throughout your employment and you will be required to return the phone upon the cessation of your employment with the College. If you lose a College provided cellular phone, you may be asked to reimburse the College for the cost of the phone.

Excessive personal telephone calls may result in discipline, up to and including immediate termination.

5.7. INSPECTION OF WORK AND OTHER AREAS

The College provides equipment, furniture, and supplies to make it possible for employees to do their jobs efficiently and effectively. However, all equipment, furniture and supplies are owned by the College and their contents may be inspected at any time, with or without advance notice to you. Such inspections may be conducted during or after business hours, and in the presence or absence of employees. Refusal to consent to or cooperate with a search or inspection when requested by College personnel constitutes insubordination punishable by discipline, up to and including immediate termination.

Because we may inspect our property without advance notice to you, you should not bring to work items of a personal nature that you would not want us to see and you should not expect privacy. In addition, you should not bring valuables to work. We assume no responsibility for the loss, theft, destruction or damage of employee personal property on our premises or parking lots.

The College also reserves the right to search personal property brought on to the College premises, based upon one or more of the following grounds: emergency, health and safety considerations, or suspected violation of College policy or local, state, or federal law. Any search of personal property conducted by College personnel shall be reasonable, and shall be limited to items related to one or more of the grounds for which a search is justified. A search shall be no more broad or intrusive than reasonably necessary to locate the items sought. Refusal to provide consent for a search may result in discipline, up to and including immediate termination.

5.8. USE OF E-MAIL, INTERNET, VOICEMAIL AND COMPUTER NETWORK SYSTEMS

To the extent the College provides e-mail, voicemail, internet and computer network systems (“systems”) to assist you in performing your job, you should use them only for College business. You may not use these systems for personal reasons, for soliciting or proselytizing others for commercial ventures, religious or personal causes, outside organizations or other similar, non-College-related solicitations.

The College has implemented a detailed "Acceptable Use Policy" which applies to the use of the College's computer network systems and resources. A copy of that Policy is available on the College's website. All employees are required to comply with all provisions of that Policy.

- *The College May Access and Monitor Your Use of Its E-Mail, Voicemail, Internet and Computer Network Systems*

E-mail, voicemail, internet and computer network systems (“systems”) have been or may be installed by the College to facilitate business communications. To the extent that e-mail and voicemail messages are utilized, such systems are the College's records, and not the personal communications of any employee. Even if an employee has or will have an individual password to access each system, these systems belong to the College. The contents of the systems are accessible at all times by Management. These systems should be treated like other shared filing systems.

The College reserves the right to access and disclose as necessary all messages sent over its systems, without regard to content, without your permission. Therefore, you should *not* assume that messages are confidential. Back-up copies of e-mail may be maintained and referenced for business and legal reasons. Since the College can access the contents of e-mail and voicemail without prior notice to you, and can monitor your use of internet and computer network systems, you should not use any of the systems to transmit any messages you would not want disclosed to a third party.

- *Forbidden Content of E-Mail, Internet, Voicemail and Computer Network Systems*

Employees may not use any e-mail, internet, voicemail or computer network systems of the College in any way that may be seen as insulting, defamatory, obscene, harassing, disruptive, or offensive by other persons, or as harmful to morale. Examples of forbidden transmissions include sexually-explicit messages; unwelcome propositions; ethnic or racial slurs; or any other message that can be construed to be harassment or disparagement of others based on any characteristic protected by federal, state, or local law, ordinance or regulation.

- *Password Security*

All system (network, workstation, and application) and document passwords must be made available to Management immediately upon request. Employees may not change default system passwords to that which are unknown to the College. Employees are prohibited from sharing their passwords with other users. Employees are prohibited from using the password(s) of another employee(s) to gain access to another employee's messages or data in any email,

voicemail, application database, or network system.

Improper use of College systems may result in discipline, up to and including immediate termination.

5.9. CARE OF COLLEGE PROPERTY

You are expected to use proper care when using the College's property and equipment, including keys and tools issued by the College. No property or equipment may be removed from the premises, or given or loaned to any person not authorized to receive the property or equipment, without the prior authorization from Management.

No keys given to any College employee may be loaned or given to anyone else, or copied by anyone, without the prior written authorization of Management.

If you lose, break or damage any property, report it at once to your Supervisor.

5.10. EMPLOYEE PROPERTY

The College is not responsible or liable for personal property that is lost, stolen, destroyed or damaged on the College's premises or in the parking lots. The responsibility for safeguarding, replacing or repairing personal property lost, stolen, destroyed or damaged while on the College's premises and parking lots is that of the individual. Consequently, the College encourages employees not to bring valuable personal property to work.

Employees who separate from the College should remove any personal items at the time they leave the College. Personal items may be discarded by the College if not claimed by the end of the employee's last day of work.

5.11. NO SMOKING POLICY

Mount St. Mary's College strives to be a smoke free campus. Smoking is prohibited throughout all of the College's facilities, except in designated outdoor locations. All employees, vendors and visitors must adhere to this policy.

5.12. ALCOHOL AND DRUG-FREE WORKPLACE

The College is required by law to provide a safe and healthy work environment for you and all other employees. Further, the College has a vital interest in providing the best possible services and in maintaining and improving its public image. Substance abuse by employees is incompatible with these objectives. Employees who are under the influence of any drug or alcohol on the job compromise the College's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees and delays completion of job tasks.

To further the College's interest in avoiding accidents, to promote and maintain safe and efficient working conditions for all employees, and to protect its property, equipment, operations

and professional image, the College has adopted the following rules about the use, possession and sale of drugs and alcohol by its employees.

Each employee must abide by these rules. A violation of these rules, including any of the prohibitions below, may result in discipline, up to and including immediate termination.

- *Your Responsibility*

All employees are encouraged to come forward with any information regarding the improper use of alcohol, drugs, or any other mind-altering substance on the job. It is the responsibility of all supervisors and employees to ensure that this policy is enforced.

- *Alcohol*

The College expects its employees to remain responsible, professional, and sober at all times. Employees may not possess, consume, sell, attempt to sell, distribute or be under the influence of alcohol while on the job, on College premises or when representing the College off-site. Additionally, employees may not work, report to work, be present on College premises, operate College vehicles or equipment, operate their own vehicles or equipment for purposes of College business, or engage in College business while under the influence of alcohol. Exceptions may be made to this rule, however, when it is appropriate to consume some alcohol at a College-related event. Even if it is appropriate for an employee to consume some alcohol at an event, at no time should an employee become intoxicated.

- *Controlled Substances*

Possessing, using, being under the influence of, having a forensically detectable level of (i.e., testing positive), selling, attempting to sell, purchasing, attempting to purchase, distributing, manufacturing, or dispensing or attempting to distribute, manufacture or dispense a controlled substance while on College time or property, are all strictly prohibited. “Controlled substances” and “drugs” for the purposes of this policy include, but are not limited to, marijuana, cocaine, opiates, amphetamines and phencyclidine and any other substance listed on any applicable federal, state or local schedule of controlled substances. They also include prescription or over-the-counter medications that can affect job performance. Additionally, employees may not work, report to work, be present on College premises, operate College vehicles or equipment, operate their own vehicles or equipment for purposes of College business, or engage in College business while under the influence of a controlled substance as defined above.

- *Prescription and Over-The-Counter Drugs*

When an employee’s physician prescribes the use of prescription or over-the-counter drugs, or when an employee otherwise uses over-the-counter drugs that bear warnings about or are known by the employee to cause side effects that may affect job performance, the employee is required to ascertain whether such drugs may adversely affect his or her ability to safely and efficiently perform assigned duties.

If you know or if your physician determines that the prescription or over-the-counter drugs may adversely affect your ability to safely and efficiently perform assigned duties, you are required,

before commencing work, to advise your Supervisor about the medication. If there is any question concerning your ability to perform assigned duties safely and efficiently: (1) you will be assigned to other duties, if, in the sole discretion of the College, such duties are appropriate and available, or (2) you will be sent home and may use vacation or sick leave, if you have any available, or (3) you will be placed on unpaid leave if you have no paid time off available.

Using or being under the influence of prescription or over-the-counter medications is prohibited where such use may affect the employee's ability to safely and efficiently perform work duties. Using a prescription or over-the-counter medication is permitted: (1) in strict accordance with a physician's direction; (2) when such use will not affect the employee's ability to safely and efficiently perform his or her job; and (3) when the employee's Supervisor has been notified and has approved the employee working under the circumstances.

Any questions or doubts arising under or about any aspect of this policy must be referred to Human Resources. Any employee who violates these rules is subject to discipline, up to and including immediate termination. However, even when an employee complies with these requirements, the College may still request that an employee consent to drug or alcohol testing pursuant to this policy.

- Testing

Refusing to submit to testing or rehabilitation programs is a violation of College policy. The College may require drug and alcohol testing in situations including, but not limited to, the following:

- (a) When a reasonable suspicion exists that an employee is under the influence of any drug or alcohol while on the job. Reasonable suspicion means suspicion based on information regarding the appearance, behavior, job performance, speech, attitude, mood, or breathe odor of the employee;
- (b) After an offer of employment, but before the applicant commences employment (drug testing only);
- (c) When an employee is found in possession of any drug or alcohol in violation of this policy. Possession includes substances physically held by an employee, or stored or deposited in an area that the employee controls (e.g., purses, lunch boxes or automobiles); or
- (d) When a vehicle or equipment accident or near miss or similar incident occurs *and* a reasonable suspicion exists that the incident occurred because the employee was under the influence of any drug or alcohol.

Employees and applicants for employment will be required to execute an Authorization and Release for testing pursuant to the College's Alcohol and Drug-Free Workplace Policy. Any test results will be kept as confidentially as possible, consistent with the provisions of the Authorization and Release.

- Convictions

Being convicted of a criminal drug violation occurring in the workplace, or a criminal drug conviction away from the workplace that detrimentally impacts on the College will also violate this policy. Specifically, conviction for the illegal use, sale, or possession of narcotics, drugs, or controlled substances off duty or off College property may result in your termination.

If you plead guilty to or are convicted for a drug-related crime, you may lose your job.

- “On The Job”

An employee is considered “on the job” or “on College premises” whenever the employee is:

- (a) On College property, including parking lots, at any time; or
- (b) On College’s time, even if off College premises (including any paid meal and rest periods);

- Voluntary Admission of a Drug or Alcohol Problem

Consistent with our fair employment policy, the College maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts or alcoholics, those who are perceived as having a dependency, and those having a medical history reflecting treatment for this condition.

The College encourages employees with drug or alcohol abuse problems to seek needed counseling and treatment. If you need an accommodation in order to obtain treatment for such a problem, you are encouraged to discuss the matter with your Supervisor or Human Resources. Any such communications initiated by the employee will be treated as confidentially as possible. Seeking assistance will not protect an employee from disciplinary action for violating this policy. In addition, requesting assistance for substance abuse does not relieve the employee of his or her responsibility to meet the College’s job performance, safety and attendance standards or to comply with all College policies.

Employees must use available accrued but unused, paid time off benefits (i.e., sick or vacation leave), or a personal leave of absence without pay, if time off from work is necessary for rehabilitation.

5.13. PROOF OF LICENSURE

If the law requires that an employee be licensed, certified or registered, including having a valid driver’s license, in order to perform his/her job duties, the employee will be asked to present such evidence before or at the commencement of employment. During the course of employment, each employee is responsible for maintaining his/her renewal of licenses, certifications and registrations, including insurability. When an employee fails to maintain a current license, certification or registration, or fails to timely renew, the employee may not normally continue in his/her employment with the College. The employee will be suspended

without pay while such issues are being resolved. The employee may be terminated if these issues are not promptly resolved to the College's satisfaction.

5.14. MOTOR VEHICLE USE

If an employee's job duties require operation of a motor vehicle, the employee must possess and maintain a valid driver's license for the appropriate class of vehicle and must have a driving record acceptable to the College. The employee also must provide to Human Resources, or as directed, a copy of his or her current California driver's license before beginning any driving duties and upon any demand thereafter. The employee must immediately advise Human Resources in writing if the employee's license expires without being renewed or if it is suspended or revoked for any reason.

If you use your personal vehicle for College business, you must carry adequate automobile insurance under California law or as required by the College, whichever is greater. You must provide proof of adequate insurance to the College at the time you first use your vehicle and upon renewal of the insurance. You must advise the College if your coverage ceases or changes for any reason.

Note: Commuting to or between campuses in the course of any workday is not considered using a personal vehicle for College business.

Those driving College vehicles are subject to the DMV Pull Program (driving record audits), random drug/alcohol testing, and periodic physicals, as appropriate.

If you are involved in an accident while on College business or while operating a College vehicle, you must obtain the names of all persons involved in the accident and of all witnesses. You must immediately report in writing any accident to your Supervisor and to Human Resources/Insurance and Risk Management.

All employees are personally responsible for any parking tickets, fines, or moving violations incurred while driving a College vehicle or a personal vehicle for College business.

The use of seat belts is mandatory for operators and passengers of College vehicles and of vehicles used for College business.

The use of hands-free devices for cell phones, pagers and PDA's is mandatory for operators of College vehicles and of vehicles used for College business.

Failure to comply with any of the above may result in discipline, up to and including immediate termination.

5.15. PARKING

Parking on campus is a privilege and comes with the responsibility to abide by the College's Parking Permit and Traffic Guidelines and Regulations, as well as all College policies, local, state and federal laws. All employees are required to purchase a parking permit and register their

vehicle(s) in order to park on campus. Handicapped parking is only available to those with State-issued handicapped placards. All other vehicles will be ticketed or towed at owner's expense.

The College is not responsible or liable for losses due to theft or damage to vehicles while on College-owned property and authorized parking lots. The responsibility for safeguarding, replacing or repairing personal property lost, stolen, destroyed or damaged while on the College's premises are that of the individual.

Employees are expected to drive in a safe, quiet and courteous manner, and comply with the official traffic flow patterns throughout the College campuses and in adjacent neighborhoods. Non-compliance may result in fines and/or loss of parking permit privileges.

Updated parking regulations are issued on an annual basis and are subject to change.

The College also reserves the right to search personal vehicles brought on to the College premises, based upon one or more of the following grounds: emergency, health and safety considerations, or suspected violation of College policy or local, state, or federal law. By registering a vehicle at the College, the owner/operator consents to a search of the vehicle if there is reasonable suspicion that there is substantial likelihood that contraband or evidence of activity that violates a college policy or local, state or federal law is inside the vehicle. Any search of personal property conducted by College personnel shall be reasonable, and shall be limited to items related to one or more of the grounds for which a search is justified. A search shall be no more broad or intrusive than reasonably necessary to locate the items sought.

If the owner/operator refuses to honor consent for this search, parking privileges will immediately be revoked for the remainder of the academic year. The owner/operator of the vehicle will be directed to remove it from campus immediately and will be informed not to bring it back onto campus or it will be towed at his/her expense. Refusal to provide consent for a search may also result in discipline, up to and including immediate termination.

6. YOUR SAFETY

6.1. SAFE WORKPLACE

The College is committed to providing and maintaining a healthy and safe environment for all of its employees, vendors, visitors and others. This goal requires the active participation of all employees. To this end, you are expected to immediately report to your Supervisor any potential health or safety hazard and all injuries or accidents.

Failure to follow the College's safety rules, regulations and policies is grounds for immediate termination.

6.2. VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the facilities at the College, you should notify Campus Security when you are expecting visitors. Restricting unauthorized visitors helps

maintain safety standards, protects against theft, ensures security of equipment, safeguards employee welfare, and avoids potential distractions and disturbances.

Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors. The College cannot assume liability for the safety of visitors.

If an unauthorized person is observed on College premises, employees should immediately notify their Supervisor and Campus Security.

6.3. WORKPLACE INJURIES

If you or a co-worker has been injured on the College's premises or while performing job duties for the College, the injury(s) must immediately be reported to your Supervisor and Human Resources, no matter how minor the injury(s) appear and even if it seems that medical treatment is not required. Injuries to a vendor or some other visitor on the College's premises should be reported to Human Resources/Insurance and Risk Management.

Prior to an injured employee's return to work, the College normally will require the employee to obtain a physician's certification that the injured employee is fit to return to work, with or without reasonable accommodation, where applicable, and/or is fit to participate in a modified duty program. Information regarding claims for Workers' Compensation benefits should be forwarded to Human Resources.

6.4. WORKPLACE VIOLENCE PREVENTION

The College strictly prohibits all acts of violence on its premises or by its employees, vendors, visitors, etc. Thus, the College has adopted the following guidelines to deal with intimidation, harassment or any other threats of violence that may occur on the College's premises.

- ◆ You should treat all other employees and any visitors or other non-employees with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or any other conduct that may be dangerous to others.
- ◆ You should not engage in any conduct that threatens, intimidates, or coerces a vendor, visitor, other member of the public or another employee, at any time. This prohibition includes all acts of harassment.
- ◆ All employees are prohibited from bringing firearms, weapons, or other dangerous or hazardous devices or substances onto the College's premises.
- ◆ You should report, as soon as possible, all threats of violence, both direct and indirect, to your Supervisor, Campus Security or Human Resources. This includes threats by employees, as well as by non-employees. In making this report, you should be as specific and as detailed as possible.

- ◆ The College will promptly and thoroughly investigate all reports of threats of violence and of suspicious individuals or activities. We will protect, as much as is practicable, the identity of the employee(s) making the report. In order to maintain work place safety and the integrity of the investigation, the College may suspend employees, either with or without pay, pending investigation.
- ◆ If the investigation determines that an employee is responsible for threats of violence or any other conduct that is in violation of these guidelines, the College will take prompt disciplinary action, up to and including immediate termination, against the responsible individual.
- ◆ Employees should bring their disputes or differences with other employees to the attention of their Supervisor or Human Resources *before* the situation escalates into potential violence. The College is eager to assist in the resolution of employee disputes, and will not discipline any employee for raising a concern in good faith.

6.5. POLICY OF ZERO TOLERANCE FOR WORKPLACE HOSTILITY

The College has adopted a zero tolerance policy for workplace hostility. Workplace hostility includes the following:

- ◆ Any and all violent acts.
- ◆ Threats of violent acts.
- ◆ Inappropriate use of foul language.
- ◆ Yelling.
- ◆ Inappropriate comments (whether intended by the speaker as humor or not).

Please report any violation of the College's Policy of Zero Tolerance for Workplace Hostility to your Supervisor, Human Resources, or anyone in the College's administration. Reported incidents of this nature will be promptly investigated and dealt with appropriately. Any employee engaging in hostile actions will be subject to discipline, up to and including immediate termination.

7. YOUR EMPLOYEE BENEFITS

7.1. COLLEGE-SPONSORED BENEFITS IN GENERAL

The College offers a variety of employee benefits, including insurance plans and a retirement program. This section generally describes those benefits. For more specific information about each benefit, costs and eligibility, employees should reference the official plan documents, available from Human Resources and located on the Human Resources website. If there is any conflict between the official plan documents and the description in this Handbook, the official plan documents are to be regarded as correct and the final authority.

The College reserves the right, at its sole discretion, to rescind or amend benefits, to change insurance carriers or to require or change employee contributions toward premium costs, deductibles, or co-payments. The College may make such changes at any time, for any reason. Affected employees will be notified of any such changes promptly. While our intention is to continue offering these benefits, we cannot guarantee that such benefits will always be available.

7.2. INSURANCE PLANS, EMPLOYEE ASSISTANCE PROGRAM, FLEXIBLE SPENDING AND RETIREMENT PROGRAM

- Eligibility

Regular employees hired to work ongoing a minimum of nine (9) months annually for at least 32 hours per week/80% FTE are eligible for benefits. They are eligible to participate in the College's various "health and welfare" plans and programs beginning the first (1st) day of the month following thirty (30) days of employment.

Eligible employees participate in the College's 403(b) retirement program immediately from the date of employment, subject to vesting requirements. All employees, regardless of eligibility for benefits, may make contributions to a supplemental plan.

Insurance coverage for employees separating from the College will be canceled as of the last day of the last month in which the employee worked; however, as set forth in Section 7.4, below, the employee may continue coverage as provided by "COBRA" guidelines, in which case, the insurance premium shall be the employee's sole responsibility.

- Summary of Benefits

- ◆ *Medical Insurance* – Administered through Blue Shield of California: Access Plus HMO or Blue Shield of California - PPO (Preferred Provider Option). Both Plans Include Generic & Name Brand Prescriptions.
- ◆ *Vision Insurance* – Included in Medical Insurance. Administered through Medical Eye Services.
- ◆ *Dental Insurance* – DeltaCare - PMI Plan 512 or Delta Dental - DPO (Delta Preferred Option).

- ◆ *Life Insurance* – \$50k policy to everyone earning up to \$50k annually; one times salary for those earning over \$50k. Administered through Sun Life Assurance Company.
- ◆ *Long Term Disability & AD&D* – Administered through Sun Life Assurance Company.
- ◆ *Employee Assistance Program (EAP)* – Professional counseling services. Administered by the Holman Group.
- ◆ *Voluntary Life Insurance* – Supplemental life insurance available for purchase by employees. Administered through Sun Life Assurance Company.
- ◆ *Pre-paid Legal Plan* – Employee paid program. Offered through Hyatt Legal Plan (METLAW).
- ◆ *Flexible Spending Plan* – Allows employees to pay for certain expenses (medical care, dependent care and transportation) for self and eligible spouse/dependents with pre-tax dollars, thereby reducing taxable income. Administered through Igoe Administrative Services
- ◆ *Retirement Program – TIAA/CREF and FIDELITY INVESTMENTS* – Defined Contribution Retirement Plan comprised of a basic employer contribution of 5% and a voluntary matching plan of up to 3%. 100% vesting after two years of employment; prior service at another institution of higher education, without a break of service, will be credited towards satisfying the vesting schedule. All employees, regardless of eligibility for benefits, may make contributions to a supplemental Tax Deferred Annuity Plan. Contributions to a 457(b) Plan are subject to minimum compensation requirements. All contributions are “pretax” deductions taken from the employee’s paycheck and subject to Internal Revenue Service guidelines.

7.3. TUITION WAIVERS AND EXCHANGES

- *College Tuition Waiver*

Benefits-eligible employees who have completed their six (6) month Introductory Period may qualify for a tuition waiver up to six (6) units each semester. *Graduate tuition waiver amounts in excess of \$5,250 (subject to change) within a calendar year will be subject to income tax withholding and included as taxable earnings on the employee’s W-2.*

Eligible employees may also have half tuition waived for a spouse/registered domestic partner and dependents. When an employee has completed two (2) years of continuous service, full tuition (not covered by other scholarship or grant) may be waived for dependents.

A dependent is a son or daughter who is a full-time student and twenty-three (23) years of age or under within the calendar year and considered a dependent for federal income tax purposes.

Tuition waivers do not include room and board charges. *Graduate tuition waiver amounts for a spouse /registered domestic partner and dependents within a calendar year will be subject to income tax withholding and included as taxable earnings on the employee's W-2. Undergraduate tuition waiver amounts for a registered domestic partner are also subject to income tax withholding and included as taxable earnings on the employee's W-2.*

In addition, the following requirements must be met:

- ◆ The employee must be on active employment status and in good standing to be eligible for these waivers;
 - ◆ The employee, a spouse/registered domestic partner and dependents must meet all academic and admission requirements, as stipulated in the College Catalog;
 - ◆ The employee, a spouse/registered domestic partner and dependents receiving the tuition waiver will be required to pay any registration, general or special fees, including room and board charges;
 - ◆ The employee should schedule classes outside regular working hours and/or business commitments to avoid work schedule conflicts;
 - ◆ The employee must complete a Tuition Waiver Application and forward it to the Human Resources Department; final approval authority resides with the appropriate Vice President.
- *Tuition Exchange Program*

The College is a member of the Tuition Exchange (TE) Scholarship Program. The TE Program provides the opportunity for eligible dependent children (23 years of age or under within the calendar year) to receive undergraduate scholarships at one of the member institutions. Please visit www.tuitionexchange.org for a list of participating institutions.

Benefits-eligible employees who have completed two (2) years of continuous service, and who remain on active employment status and in good standing may be eligible (Refer to guidelines).

Awards of TE Scholarships are determined by the "host" institution and certification of eligibility submitted by the College does not guarantee acceptance into the TE program.

Applicants for a TE scholarship do not have any advantages in the admission process; admission decisions are made without reference to financial need or TE eligibility. The TE scholarship cannot be acted upon until after the dependent is admitted to the college or university and the awards are made in the spring of each year. TE Scholarships do not guarantee 100% of the tuition of the tuition costs. A minimum scholarship award is established each year by Tuition Exchange, Inc. Please contact the Human Resources Department for further information.

7.4. YOUR RIGHT TO CONTINUATION OF HEALTH PLAN BENEFITS COVERAGE UNDER COBRA.

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) requires that most employers sponsoring group health plans offer employees and their families the opportunity for temporary extension of health coverage (called “continuation coverage”) at group rates in certain instances where coverage under the plan would otherwise end.

The following continuation of coverage rules may apply to benefits under the College’s Medical Plan (the “Plan”).

- Continued Coverage for Employee

If you are an employee of the College covered by the Plan, you have the right to choose COBRA continuation coverage if you lose your Plan coverage because of reduction in your hours of employment or the termination of your employment for reasons other than your gross misconduct.

- Continued Coverage for a Spouse/Registered Domestic Partner

If you are the spouse/registered domestic partner of an employee covered by the Plan, you have the right to choose COBRA continuation coverage for yourself if you lose coverage for any of the following four (4) reasons:

- (i) The death of the College employee who was your spouse/registered domestic partner;
- (ii) The termination of your spouse’s/registered domestic partner’s employment (for reasons other than gross misconduct) or reduction in your spouse’s/registered domestic partner’s hours of employment with the College;
- (iii) Divorce or legal separation from your spouse/registered domestic partner; or
- (iv) Your spouse/registered domestic partner becomes entitled to Medicare benefits.

- Continued Coverage for a Dependent Child

A dependent child of an employee who was covered by the Plan at the time coverage is lost has the right to COBRA continuation coverage in his or her own right if coverage is lost for any of the following five (5) reasons:

- (i) The death of the College employee who was the dependent’s parent;
- (ii) The termination of the employee’s employment (for reasons other than gross misconduct) or reduction in the employee’s hours of employment with the College;
- (iii) The employee’s divorce or legal separation;
- (iv) The employee becomes entitled to Medicare benefits; or

(v) The dependent child ceases to be a “dependent child” under the Plan.

A child who is born to, or placed for adoption with, a covered employee during the COBRA coverage period also has a right to continuation coverage in his or her own right.

- Your Notice Duties

Under COBRA, the employee or a family member has the responsibility to inform the Plan Administrator of a divorce, legal separation, or a child losing dependent status under the Plan. This notice must be given to the Plan Administrator no later than sixty (60) calendar days after the date you would lose coverage under the Plan because of the occurrence of the applicable event. If you fail to give this notice during the sixty (60) calendar day period you will not be able to elect continuation coverage. The College has the responsibility to notify the Plan Administrator of the employee’s death, termination of employment or reduction in hours, or Medicare entitlement.

COBRA continuation coverage rights may also apply in some cases to certain retirees, spouses/registered domestic partners, and dependent children, if the College begins a bankruptcy proceeding and these individuals lose coverage.

When the Plan Administrator is notified that one of these events has happened, he or she will in turn notify you that you have the right to choose continuation coverage. Under COBRA, you must elect continuation coverage within sixty (60) calendar days after Plan coverage ends or, if later, within sixty (60) calendar days after you receive notice of your right to elect continuation coverage. If you do not elect continuation coverage within this sixty (60) calendar day period, you will permanently lose your right to elect continuation coverage.

Notice to the Plan Administrator must be in writing and must be hand delivered or mailed via first class mail.

A newborn or newly adopted child of the employee may be added to COBRA coverage during a period of COBRA continuation coverage in accordance with the terms of the Plans by notifying the Plan Administrator in writing within thirty-one (31) days of the child’s birth, adoption, or placement for adoption.

- Elections

The employee or spouse/registered domestic partner of the employee may elect continuation coverage for all family members. The employee, and the employee’s spouse/registered domestic partner and dependent children, each have an independent right to elect continuation coverage. Under this rule, a spouse/registered domestic partner or dependent child may elect coverage even if the employee fails to do so.

- Duration of Continuation Coverage

If you do not choose continuation coverage, your coverage under the Plan will end.

If applicable and you choose continuation coverage, the College is required to provide you the same group coverage you had immediately before the qualifying event. While you are on COBRA, the College is required to provide you coverage which, as of the time coverage is being provided, is identical coverage under the Plans for similarly situated employees or family members. COBRA requires that a spouse/registered domestic partner and dependent children be afforded the opportunity to maintain continuation coverage for thirty-six (36) months, unless Plan coverage is lost because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is eighteen (18) months. For a spouse/registered domestic partner or dependent child, the eighteen (18) month period may be extended to thirty-six (36) months from the original termination or reduction of hours if there is a death, divorce, separation or Medicare entitlement of the employee during the original eighteen (18) month period or if a child loses dependent status during the period.

COBRA provides that continuation coverage may be cut short for any of the following reasons:

- ◆ The College no longer provides coverage to any of its employees;
 - ◆ The premium for continuation coverage is not timely paid;
 - ◆ A covered person is covered under another group health plan that does not contain any exclusion or limitation with respect to a preexisting condition the person has, or that contains exclusions or limitations with respect to preexisting conditions that would not apply to, or be satisfied by, the person;
 - ◆ A covered person extends coverage due to disability and there is a final determination that the person is no longer disabled; or
 - ◆ A covered person becomes entitled to (i.e., enrolled in) Medicare benefits or other group health plan coverage after the date the individual elected COBRA coverage.
- *Special Twenty-Nine (29) Month Period of Coverage in Cases of Disability*

If a covered person is disabled at the time coverage ceases because of termination of employment or reduction in hours, or becomes disabled during the first sixty (60) days of COBRA continuation coverage, he or she will be eligible to continue coverage for twenty-nine (29) months rather than eighteen (18) months. To be eligible for these extra eleven (11) months of coverage, he or she must provide the Plan Administrator with a copy of the Social Security Administration's (SSA's) disability determination before the end of the initial eighteen (18) month period of coverage and within sixty (60) days of the date the disabled person was determined by the SSA to be disabled. For purposes of this extended period of coverage, "disability" means a disability as determined under Title II or Title XVI of the Social Security Act.

For the nineteenth (19th) through twenty-ninth (29th) months of coverage, the disabled person must pay one hundred and fifty percent (150%) of the applicable premium rate.

If it is determined that the disabled person is no longer disabled, the disabled person must notify the Plan Administrator within thirty (30) days of the determination.

- Other Rules

You do not have to show that you are insurable to choose COBRA continuation. However, continuation coverage is provided subject to your eligibility for this coverage. The Plan Administrator has the right to terminate your coverage if he or she determines you are ineligible and to terminate your coverage retroactively if he or she determines you were previously ineligible. Under COBRA, covered persons must pay one hundred and two percent (102%) (or one hundred and fifty percent (150%) in the case of disability coverage discussed above) of the premium attributable to continuation coverage. COBRA also says that, at the end of the applicable thirty-six (36) month, eighteen (18) month, or twenty-nine (29) month period, a covered person must be allowed to enroll in an individual conversion health plan to the extent permitted under the Plan.

7.5. YOUR RIGHT TO A CERTIFICATE OF GROUP HEALTH PLAN COVERAGE

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) may affect your health coverage if, after your termination of employment from the College, you are enrolled or become eligible to enroll in health coverage that excludes coverage for pre-existing medical conditions.

HIPAA limits the circumstances under which coverage may be excluded for medical conditions present before you enroll. Under the law, a pre-existing condition exclusion generally may not be imposed for more than twelve (12) months (eighteen (18) months for late enrollees). Upon termination from the College, you are entitled to a certificate that will show evidence of your prior health coverage. If you buy health insurance other than through an employer group health plan, a certificate of prior coverage may help you obtain coverage without a pre-existing condition exclusion.

You have the right to receive a certificate of prior health coverage since July 1, 1996. You may need to provide other documentation for earlier periods of health care coverage. Check with the College's Plan Administrator to see if your plan excludes coverage for pre-existing conditions and if you need to provide a certificate or other documentation of your previous coverage.

7.6. YOUR OTHER LEGISLATED BENEFITS

- Workers' Compensation Insurance

In accordance with California law, the College carries Workers' Compensation insurance coverage for all employees in case of work-related injury or illness. The cost of this coverage is paid completely by the College. The Worker's' Compensation insurance provides to injured employees the following:

- ◆ Medical, surgical and hospital treatment;
- ◆ Temporary indemnity payments to partially replace lost wages;

- ◆ Vocational rehabilitation to help qualified injured employees return to suitable employment; and
- ◆ Permanent disability indemnity.

When an employee is injured while at work and needs medical care beyond first aid, the employee should be taken to the nearest Emergency Care Facility. In case of an injury, the first concern must be the employee's well-being. However, certain procedures must be followed in order to ensure that the injury details are recorded promptly and accurately.

To ensure that you receive any Workers' Compensation benefits to which you may be entitled, you will need to:

- ◆ Immediately report any work-related injury or illness, no matter how minor, to your Supervisor and Human Resources;
- ◆ Seek medical treatment and follow-up care, if required;
- ◆ Employees injured on the job must be treated by the health care provider selected by the College for the first thirty (30) days of treatment, unless prior to any injury the employee has a statement in his or her file designating a healthcare provider;
- ◆ Immediately contact Human Resources to complete an Employee Claim Form (DWC-1 Form) and return it to your Supervisor or Human Resources;
- ◆ Provide the College with a certification from your health care provider regarding the need for Workers' Compensation disability leave and a statement as to your ability to return to work from the leave.

When an accident or injury occurs at the College *and* a reasonable suspicion (as defined above in Section 5.12) exists that the incident occurred because the employees involved were under the influence of a controlled substance, drug, or alcohol at the time of the incident, the College reserves the right to require the employees involved to submit to a drug-screen or alcohol test. The resulting information will be treated with strict confidentiality. The College will be notified only if the results of the drug screen reveal illegal or controlled substances or a level of alcohol which would indicate a level of impairment. In accordance with individual privacy rights, all medical conditions and medications taken for medical conditions will not be disclosed to the College. Should an employee test positive for any illegal substance or drug, a second test will be performed from the same sample to confirm the original results. Refusing to submit to a drug or alcohol screen is a serious violation of the policy of the College and will result in immediate termination of employment.

An employee returning from a Workers' Compensation leave has no greater rights than if the employee had been continuously employed, rather than on leave. The College's obligations to an employee returning from a Workers' Compensation disability leave may include reasonable accommodation, as governed by the Americans with Disabilities Act (ADA) and the California Fair Employment and Housing Act (FEHA), or other applicable legal provisions.

Workers' Compensation is provided to cover employees for an actual work-related injury or illness. Neither the College nor its insurance carrier shall be liable for the payment of Workers' Compensation benefits for injuries that occur during an employee's voluntary participation in off-duty recreational, social or athletic activity sponsored by the College. Any employee who files a fraudulent claim will be prosecuted to the fullest extent of the law.

- Unemployment Insurance

If your employment terminates, you may be eligible to receive unemployment benefits. In most cases, you must file a claim with the California Employment Development Department in order to collect this benefit. Should such a situation arise, you should ask about unemployment insurance at the time of your separation from employment. The College covers all costs related to unemployment claims; employees do not have any deductions taken from their wages.

- Social Security

Social Security is more than a paycheck deduction. It offers financial security for you and your dependents. As an employee of the College, you are covered under the provisions of the federal social security law (FICA). The College matches the amount of deduction from your wages for Social Security taxes. The total contribution by the College and you is credited toward your Social Security benefits, which may be available at the time you are eligible to retire. In addition, disability and survivor benefits are financed through Social Security deductions.

- State Disability Insurance

The State of California provides disability insurance to California workers under certain circumstances. Generally speaking, state disability insurance is available only for a temporary non-work-related accident or illness. It is also available for some elective surgery and for pregnancy, childbirth and related medical conditions. Each year, a small percentage of your wages is deducted and paid to the state for this insurance. Benefits normally commence after seven (7) calendar days of disability. If you are eligible, the State of California will pay you a percentage of your regular earnings up to a maximum amount for a period prescribed by law.

If you are disabled for more than seven (7) calendar days, you should apply for disability insurance as soon as possible with the California Employment Development Department. Please provide us with written notice of disability, including a certificate from your health care provider, stating the nature of the disability and the expected date of your return to work, and what reasonable accommodations, if any, the health care provider suggests to allow you to safely perform all of the essential functions of your position upon your return to work.

You are responsible for filing your claim and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from any office of the Employment Development Department.

- Paid Family Leave

The State of California provides up to six (6) weeks of Paid Family Leave benefits ("PFL") in a twelve (12) month period for employees who take leave to care for a sick child, spouse/registered

domestic partner or parent with a serious health condition, or to bond with a new child. However, an employee is not eligible for benefits if he/she is receiving other unemployment or disability benefits and he/she is not eligible for benefits for any day that another family member is able and available to care for the ill or injured family member.

Each year, a small percentage of your wages are deducted and paid to the state for this benefit. Benefits normally commence after a seven (7) calendar day waiting period. If you are eligible, the State of California will pay you a percentage of your regular earnings up to a maximum amount for a period prescribed by law. You are responsible for filing your claim and other forms promptly and accurately with the Employment Development Department.

If you take leave to care for a covered person with a serious health condition, you must provide medical certification that contains: (1) a diagnosis and a diagnostic code, or where no diagnosis has yet been obtained, a detailed statement of the symptoms; (2) the date, if known, on which the condition commenced; (3) the probable duration of the condition; (4) an estimate of the amount of time that the physician or practitioner believes the employee is needed to care for the child, parent, or spouse/registered domestic partner; and (5) a statement that the serious health condition warrants participation of the employee to provide care for his or her child, parent, or spouse/registered domestic partner.

This program is not a “leave” policy; PFL does not provide any entitlement to leave or any form of job protection; it merely provides for payment by the State in the event that an employee is otherwise entitled to leave. Employees’ leave rights continue to be governed by existing state and federal family and medical leave laws and College policy. Consequently, if any employee is not eligible for leave, the PFL does not mandate the College allow time off.

Employees must utilize up to (2) two work weeks of earned but unused vacation leave prior to receiving any benefits under this program (that portion of the vacation leave that does not exceed one work week will be applied to the seven (7) day waiting period).

Employees are responsible for filing their claim for PFL benefits promptly and accurately with the Employment Development Department. A claim form may be obtained from any office of the Employment Development Department.

8. YOUR TIME-OFF FROM WORK

8.1. VACATION POLICY

- Eligibility

Regular employees are eligible to accrue vacation leave, pro-rated based on hours or percentage worked.

- Accrual

Employees begin accruing vacation leave immediately from the date of employment. However, an employee cannot use his/her vacation accruals until successful completion of the six (6) month Introductory Period, or any extension thereof.

Generally, vacation accruals for eligible employees are determined by length of service.

<u>Length of Service</u>	<u>Monthly Accrual Rate</u>	<u>Annual Vacation Accruals</u>
Less than 5 years	6.6 hours	80 hours (10 days)
5 years but less than 10	10.0 hours	120 hours (15 days)
10 years but less than 15	13.3 hours	160 hours (20 days)
15 years and over	16.6 hours	200 hours (25 days)

The monthly accrual rate assumes the employee works forty (40) hours/100% time per week. Employees who work less than forty (40) hours/100% time per week will accrue vacation on a pro-rated basis.

Employees on leaves of absence do not accrue further vacation or sick leave.

- Maximum Accrual

Vacation accruals may be carried forward up to a maximum of two-hundred forty (240) hours. Once the maximum accrual is reached, all further accruals cease.

- Scheduling

All vacation requests and/or requests to utilize vacation accruals must be approved in advance by your Supervisor. Generally, requests for vacation should be submitted to your Supervisor at least two (2) weeks in advance of the date you would like to commence your vacation. It is the employee's responsibility to know their accrual balances and plan accordingly.

When possible, vacation requests will be approved for the dates requested. However, sometimes the College will not be able to approve your request for vacation because of its operational needs. Generally, seniority and/or length of employment determine priority in scheduling vacations, but other factors may be taken into consideration.

- No Pay In Lieu of Time Off

Employees will not receive paid vacation benefits in lieu of taking time off, except upon cessation of employment.

- Vacation Pay

When you are on vacation, your pay will only consist of your regular wages, excluding overtime, and excluding any special form of compensation. Vacation pay is not included in calculating overtime.

Upon termination of your employment, you will be paid for all accrued, but unused vacation.

8.2. HOLIDAYS AND HOLIDAY PAY

The College observes the following holidays:

- New Year's Day
- Martin Luther King, Jr., Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

In addition to the above holidays, the College, at its sole discretion, may elect to observe as a holiday such other dates as may be suitable and appropriate.

- Eligibility

Regular employees are eligible for paid holiday time off, immediately from the date of employment, for the day/hours the employee would normally work on the day the holiday is observed.

In order to receive holiday pay, an employee must work the last scheduled work day before and the first scheduled work day after the holiday, unless by prior arrangement, such as a scheduled vacation. If an employee is absent because of illness or other good cause, he/she must provide written verification in order to be paid for the holiday.

- Holiday Pay

Regular employees eligible for paid holiday time off will be compensated as follows:

- ◆ Salaried employees will receive their normal wage for the pay period that includes the day the holiday is observed.

- ◆ Hourly employees will be paid their normal straight time pay rate for the number of hours they would normally work on the day the holiday is observed.

If an employee is required to work on a holiday, he/she will be paid their normal pay for any time worked and an alternate holiday day will be designated by their Supervisor.

Employees on leaves of absence are not eligible for holiday pay.

Holiday pay is not included in calculating overtime.

8.3. SICK LEAVE

- *In General*

Sick leave is designed to provide eligible employees with time off in the event of an illness, injury, medical reason, or a medical appointment. Each calendar year, you may generally use up to one-half (½) of your annual sick leave accrual, i.e. six (6) days or prorated if less than full-time, to care for a sick spouse/registered domestic partner, child, stepchild, parent or stepparent (family sick leave). This time can be used for actual care as well as for related events and necessities, such as going to medical appointments. In the event of a family member's serious medical condition that qualifies for Family Medical Leave, you may be allowed to use the remainder of your accrued sick leave to care for the sick family member.

Sick leave may only be used for the above specified reasons – it may not be used as personal leave or for vacation.

Abuse of sick leave may result in disciplinary action, up to and including immediate termination.

- *Eligibility*

Regular employees are eligible to accrue sick leave, pro-rated based on hours or percentage worked.

- *Accrual*

Employees begin accruing sick leave immediately from the date of employment. However, an employee cannot use his/her sick leave accruals until successful completion of the six (6) month Introductory Period, or any extension thereof.

Sick leave is accrued at the rate of eight (8) hours per month, assuming the employee works forty (40) hours/100% time per week. Employees who work less than forty (40) hours/100% time per week will accrue sick leave on a pro-rated basis.

Employees on leaves of absence do not accrue further sick leave or vacation.

- Maximum Accrual

Sick leave accruals may be carried forward up to a maximum of four hundred eighty (480) hours. Once the maximum accrual is reached, all further accruals cease.

- Use of Sick Leave

You may not use sick leave before it is earned. Upon cessation of employment with the College, unused sick leave will be lost. There is no cash out of sick leave during or at the end of your employment with the College.

- Sick Pay

When you are out of work on sick leave, your pay will only consist of your regular wages, excluding overtime, and excluding any special form of compensation. Sick pay is not included in calculating overtime.

- Notification

Employees who are unable to report to work are required to notify their Supervisor at the earliest possible time, but not less than thirty (30) minutes before their scheduled start time. This notification is required *each* day that you are unable to report to work. Failure to provide required notification will be grounds for denial of sick leave benefits for the duration of the absence. In cases of a prolonged illness, your Supervisor may authorize you not to report daily.

The College reserves the right to require employees to provide an acceptable medical verification and/or release from a physician or other health care provider at any time. However, employees are generally required to provide a medical verification and/or release after three (3) days of absence to certify that they can safely perform all of the essential functions of the job, with or without reasonable accommodation. An acceptable verification/release generally would include the following:

- ◆ Employee's name.
- ◆ Name, address and phone number of the health care provider.
- ◆ Specific date(s) the health care provider recommends that the employee not perform his/her regular duties.
- ◆ Date(s) the employee was seen by the health care provider.
- ◆ Signature of the health care provider.
- ◆ Whether the employee requires accommodations, and, if so, the type(s) of accommodation(s) required, in order to safely perform all of the essential functions of the employee's job.

8.4. PERSONAL LEAVE

- *In General*

Personal leave is designed to provide eligible employees a maximum of thirty (30) personal days off per year without pay. These days may be used for whatever purpose the employee requires, by pre-arrangement with the employee's Supervisor, and approval from Human Resources, upon a showing of good cause.

- *Eligibility*

Regular employees in good standing who have completed twelve (12) months of consecutive employment, may be granted a personal leave for good cause only, subject to operational needs and required approvals. The decision as to whether to grant personal leave remains within the sole discretion of the College.

- *Use of Personal Leave*

Use of Personal leave must be arranged at least two (2) weeks in advance with your Supervisor and Human Resources. Employees must utilize all accrued but unused vacation prior to receiving any unpaid personal leave. For leaves taken under this policy because of illness or injury, employees must utilize all accrued but unused sick leave.

Paid time off and holiday benefits will not accrue during any unpaid leave.

8.5. DISABILITY LEAVE

Employees may be granted an unpaid disability leave of absence for disability due to illness, injury or other reasons, provided that other reasonable accommodations are not available that would enable the employee to continue to perform the essential functions of his/her job and provided that leave is a reasonable accommodation, and would not impose an undue burden on the College. Even when on a disability leave of absence, the employee's position may be eliminated for lawful reasons and the College may replace the employee consistent with applicable law.

To request a leave of absence, you must submit to your Supervisor and Human Resources a written request which includes the anticipated beginning and ending dates of the leave and in non-emergency situations should be submitted at least one (1) month prior to the desired starting date. A physician's statement stating you are disabled and identifying any work restrictions must also be submitted to your Supervisor and Human Resources at the beginning of your leave and normally every thirty (30) calendar days thereafter. At the end of the leave, you must provide a physician's certificate that you are capable of returning to work and of safely performing all of the essential functions of your job, with or without reasonable accommodations.

If you do not return to the prior position or a comparable one as soon as you are able (assuming either option is available), the College will consider you to have voluntarily resigned.

Acceptance of other employment during a disability leave, inconsistent with the leave, also will be considered a resignation from the College.

Paid time off and holiday benefits will not accrue during any unpaid leave.

8.6. LEAVE PURSUANT TO THE FAMILY AND MEDICAL LEAVE ACT AND THE CALIFORNIA FAMILY RIGHTS ACT

Pursuant to the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), the College will grant an unpaid leave of absence of up to twelve (12) work weeks in a twelve (12) month period to an eligible employee (twenty-six (26) work weeks in the case of Military Caregiver Leave). The leave period will be measured forward from the date the employee’s first FMLA/CFRA leave begins.

Any requests for a leave of absence should be directed to the Human Resources Department and should be made at least thirty (30) days in advance of the commencement of the leave, whenever possible. Employees requesting any type of leave will be required to complete a “Request for Leave of Absence” form, which is available from the Human Resources Department. Employees will also be required to provide other documentation relevant to the type of leave requested.

- Eligibility

To be eligible for a leave under this policy, you must have at least twelve (12) months of service at the College and you must have worked at least twelve-hundred and fifty (1,250) hours in the previous twelve (12) months, as of the date the leave begins.

- Reasons for the Leave

Leave will be granted to eligible employees for any of the following reasons:

- (a) Because of the birth of the employee’s child and in order to care for the newborn child, provided any such leave concludes within twelve (12) months of the birth of the child;
- (b) Because of the placement of a child with the employee in connection with the adoption or foster care of the child, provided any such leave concludes within twelve (12) months of the placement of the child;
- (c) In order to care for a child, parent or a spouse/registered domestic partner who has a “serious health condition”;
- (d) Because of an employee’s “serious health condition” that makes the employee unable to work at all or to perform one or more of the essential functions of his or her position;
- (e) For any “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty, or has been notified of an impending

call or order to active duty, in support of a contingency operation. Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the National Guard or Reserves; it does not extend to family members of military members in the Regular Armed Services (referred to as “Qualifying Exigency Leave”); or

- (f) In order to care for a “covered service member” with a “serious injury or illness”, provided that the caregiver is a spouse, son, daughter, parent, or next of kin of the covered service member (referred to as “Military Caregiver Leave”).

When determining whether the reason for the leave qualifies:

- ◆ “*Serious health condition*” means an illness, injury, impairment, or physical or mental condition that involves either:
 - (a) *Inpatient care* in a hospital, hospice, or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
 - (b) *Continuing treatment* by a health care provider that includes one or more of the following:
 - (i) A period of incapacity (that is, inability to work, attend school or perform other regular daily activities) of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition;
 - (ii) Any period of incapacity or treatment for incapacity due to a “chronic” serious health condition;
 - (iii) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer’s, a severe stroke, and the terminal stages of a disease; or
 - (iv) Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (i) restorative surgery after an accident or other injury, or (ii) a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.
- ◆ A “*covered service member*” is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

- ◆ A “*serious injury or illness*” is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating.
- ◆ “*Qualifying exigencies*” include:
 - (a) Issues arising from a covered military member’s short notice deployment (i.e., deployment on seven (7) or less days of notice) for a period of seven (7) days from the date of notification;
 - (b) Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
 - (c) Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
 - (d) Making or updating financial and legal arrangements to address a covered military member’s absence;
 - (e) Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
 - (f) Taking up to five days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment;
 - (g) Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member’s active duty status, and addressing issues arising from the death of a covered military member; and
 - (h) Any other event that the employer and employee agree is a qualifying exigency.

- *Length of Leave*

Generally, the College will grant an unpaid leave of absence of up to twelve (12) work weeks in a twelve (12) month period to an eligible employee. The College will grant an unpaid leave of absence of up to twenty-six (26) work weeks in a twelve (12) month period to an eligible

employee taking Military Caregiver Leave. The “twelve (12) month period” will begin on the first day on which you take a leave permitted under this policy.

Leave may be taken intermittently or on a reduced schedule when it is *medically necessary* because of your own serious health condition or that of your child, parent or spouse/registered domestic partner, or to care for a covered service member with a serious injury or illness. Leave may also be taken intermittently for a qualifying exigency arising out of the active duty status or call to active duty of a covered military member, or to care for a newborn child or a child placed with the employee for adoption or foster care.

- ◆ “*Intermittent leave*” is leave taken in separate blocks of time due to a single illness or injury.
- ◆ A “*reduced leave schedule*” is a schedule that reduces the usual number of hours in your usual workday or work week. The amount of leave time that you take on this basis will reduce the total amount to which you are entitled based on the amount of time off you actually use.

Leave taken because of the birth, adoption or foster care placement of a child does not have to be taken in one (1) continuous period of time, but must be completed within one (1) year of the birth or placement.

Spouses employed by the same employer are limited to a combined total of twelve (12) weeks in a “single 12-month period” if the leave is to care for a newborn child, or to care for a child placed with the employee for adoption or foster care. Spouses employed by the same employer are limited to a combined total of 26 workweeks in a “single 12-month period” if the leave is to care for a covered service member with a serious injury or illness.

Generally FMLA and CFRA leave run concurrently. Under the CFRA, however, an employee’s own serious health condition does not include the employee’s disability caused by pregnancy, childbirth, or related medical conditions. Thus, CFRA leave is not exhausted during any period of pregnancy related disability and the entire twelve (12) weeks can be used to care for the newborn child (unless some portion of the twelve (12) weeks was used for another CFRA qualifying reason).

If you continue your leave beyond the maximum leave permitted under this policy, your employment may be terminated, consistent with applicable law.

- *Scheduling Your Leave*

You must give as much notice of your leave of absence as possible. If your need for a leave is foreseeable, you must provide at least thirty (30) days advance notice. If your need is not foreseeable, you should provide as much notice as possible. If your need for a leave is foreseeable because of a planned medical treatment, you should make a reasonable effort to schedule the treatment to avoid disruption to the College’s operations, subject to the approval of your or your family member’s health care provider.

- Certification of Your Need for a Leave

If you need a leave of absence because of your own serious health condition or that of your child, parent or spouse/registered domestic partner, you must submit a written certification signed by a health care provider to Human Resources. If we have reason to doubt the validity of a certification, we may require you to obtain the opinion of a second health care provider, chosen by us and at our expense, concerning any information contained in your certification. If the second opinion conflicts with your original certification, we may require, at our expense, that you obtain the opinion of a jointly approved third health care provider. The opinion of the third health care provider will be final and binding. You may obtain copies of these second and third opinions without cost upon request.

The College may ask you for re-certification at reasonable intervals, but not more often than every thirty (30) days, unless (1) you request an extension of the leave, (2) the circumstances described by your original certification have changed significantly, or (3) it learns of information that casts doubt upon the continuing validity of your original certification.

During your absence, you must provide periodic reports that describe your status and prospects for return to work, at least every thirty (30) days or at the request of the College. If these reports are not provided, then both your leave and your employment may be terminated.

- Reinstatement

If you and the College have agreed upon a definite date of return, you will be reinstated on that date. If the length of your leave has not been established, or if it differs from the original agreement, you will be returned to work *within two (2) business days* after you notify your Supervisor or Human Resources of your readiness to return.

If your leave was due to your non-work-related serious health condition, prior to reinstatement you must present to your Supervisor or Human Resources a release from your health care provider certifying that you can safely perform all of the essential functions of your position, with or without reasonable accommodation.

You will be reinstated to the position you held before beginning your leave, or you will be placed in an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. If, however, your position is unavailable when you are prepared to return to work (for example, due to a layoff), you have no greater right to reinstatement, or to other benefits and conditions of employment, than if you had been continuously employed during the leave. If you are laid off during your leave, your employment will be terminated and our responsibility to continue your leave, to maintain your group medical plan benefits, and to reinstate you will cease at the time of your layoff.

The College may refuse to reinstate you in certain limited circumstances following a leave of absence if you are a Salaried employee who is among the highest paid ten percent (10%) of all employees (both Salaried and unsalaried) employed at or within seventy-five (75) miles of your worksite (a “*key employee*”). We will advise you, when we respond to your request for a leave, if you are a key employee.

- Voluntary Termination

You will be considered to have voluntarily terminated if you:

- ◆ Advise the College of your intention not to return to work, or
- ◆ Fail to return to work upon the expiration of your leave.

- Integration with Other Benefits

Your leave will be unpaid. However, you must substitute your accrued, but unused vacation and sick leave (when the leave is taken for your own serious health condition) benefits for this unpaid leave. For leaves taken under this policy for other medical or family issues (i.e., leave taken in connection with the birth, adoption or foster care of your child, or in connection with the “serious health condition” of your child, parent or spouse/registered domestic partner), you and the College *can agree* that you will substitute your accrued paid time off for leave taken for these reasons.

The substitution of paid time off for unpaid leave will not extend the length of the leave to which you are entitled.

If you take a leave because of your own serious health condition, you should apply for California State Disability Insurance (SDI) benefits. SDI forms are available from the Employment Development Department. In addition, you should apply for any private disability insurance benefits to which you may be entitled. Any disability benefits for which you are eligible (SDI or private) will be integrated with your accrued paid time off so that you do not receive over one hundred percent (100%) of your regular pay.

Paid time off and holiday benefits will not accrue during any unpaid leave.

During your leave, your group medical plan coverage for you and your dependents will be maintained at the level and under the conditions coverage would have been provided if you had remained continuously employed. Our obligation to continue the group medical plan coverage begins on the first day on which leave begins for (1) a non-work-related medical disability, (2) family care, or (3) a pregnancy-related disability. The obligation continues up to a maximum of twelve (12) work weeks in a twelve (12) month period. Thereafter, you may elect to continue your coverage pursuant to COBRA, if COBRA applies.

If you do not return to work at the conclusion of your approved leave, you will be liable for payment of the health plan premiums paid by the College during any unpaid portion of your leave. The College may recover its share of health plan premiums by taking deductions, to the extent permitted by law, from your unpaid wages, if any, vacation pay, or other pay due you, or by initiating legal action. However, you will not be liable for the premiums if your failure to return to work is due to continuation of your own serious health condition or other reasons beyond your control.

8.7. LEAVE OF ABSENCE FOR DISABILITY BECAUSE OF PREGNANCY, CHILDBIRTH OR RELATED MEDICAL CONDITIONS

- Terms of the Leave

All female employees are entitled to take unpaid leaves of absence of *up to four (4) months* when they are *actually disabled* by pregnancy, childbirth, or related medical conditions. Leave is available for all disabilities related to each pregnancy and does not need to be taken in one continuous period of time.

The leave period will be measured forward from the date the employee's first FMLA/CFRA leave begins.

Any requests for a leave of absence should be directed to the Human Resources Department and should be made at least thirty (30) days in advance of the commencement of the leave, whenever possible. Employees requesting any type of leave will be required to complete a "Request for Leave of Absence" form, which is available from the Human Resources Department. Employees will also be required to provide other documentation relevant to the type of leave requested.

A woman is "*actually disabled*" when she cannot work at all or is unable to perform any one or more of the essential functions of her job or to perform them without undue risk to herself, the successful completion of her pregnancy, or to other persons. This term also applies to severe morning sickness or if the employee needs to take time off for prenatal care.

- Terms of Transfer

Female employees who are *affected by pregnancy* may be transferred to a less strenuous or hazardous position if:

- (a) You request a transfer;
- (b) Your request is based upon the certification of your health care provider as *medically advisable*; and
- (c) The transfer can be reasonably accommodated.

If you request a transfer, no additional position will be created and the College will not terminate another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

If you transfer, you can return to your same position or duties or to a comparable position when you can safely perform your same position or duties. A "*comparable position*" has the same pay, benefits and working conditions, and involves the same or substantially similar duties and responsibilities.

- Notification Requirements

A written request for pregnancy leave or transfer must be submitted to your immediate Supervisor as far in advance as possible and should indicate your expected return date so that the College can arrange adequate staffing during and after your absence. The request must be accompanied by a written certification signed by your health care provider, which indicates any restrictions on your ability to work, the need for a leave or transfer, your expected delivery date, and the expected end of any disability.

- Medical Incapacity

At her option, an employee may continue to work up to the delivery date, depending on the employee's medical circumstances and the nature of the employee's job. In the event an employee is physically unable to perform her regular job duties at any time during her pregnancy, the employee may request that she be placed on pregnancy leave. In such situations, the request should be made in writing, at least one (1) week advance. The request should be accompanied by a written certification signed by your health care provider, which attests to the employee's incapacitation.

- Reinstatement

If you and the College have agreed upon a definite date of return, you will be reinstated on that date if you notify your Supervisor, Human Resources on or before that date that you can return. If the length of your leave has not been established, or if it differs from the original agreement, you will be returned to work *within two (2) business days*, where feasible, after you notify your Supervisor, Human Resources of your readiness to return.

When you are ready to return to work, you may be asked to submit a written release from your health care provider certifying that you can safely perform all of the essential duties of your original job, with or without reasonable accommodation. We will reinstate you to the job you held before your leave (or transfer) began, unless one of the following conditions exists:

- (a) You would not otherwise have been employed in your same job at the time reinstatement is requested for legitimate business reasons unrelated to your leave; or
- (b) Each means of preserving your job (such as keeping it open or filling it with a temporary employee) would substantially undermine the ability of the College to operate safely and efficiently.

If we cannot reinstate you to your job, we will offer you a comparable position, consistent with the law, provided that a comparable position exists and is available.

If you were laid off during your leave and no comparable position is available, the employment relationship is terminated. You have no greater right to reinstatement than if you had been continuously employed.

- Integration with Other Benefits

Your leave will be unpaid. However, you must substitute your accrued, but unused vacation and sick leave (during the period of your disability) benefits for unpaid leave. *The substitution of paid time off for unpaid leave will not extend the length of the leave to which you are otherwise entitled.* When you become disabled, you should apply for California State Disability Insurance (SDI) benefits. State law provides for payment of SDI benefits for the entire length of time that your health care provider certifies that you are disabled, either before or after birth, by pregnancy, childbirth or related medical conditions, up to a total of fifty-two (52) weeks of payments in a twelve (12) month period. The typical duration of benefits is up to four (4) weeks' benefits before childbirth, six (6) weeks' benefits after a normal delivery, and eight (8) weeks' benefits after a caesarian delivery, but these lengths of time will be extended or shortened according to your health care provider's certification of the length of time you are expected to be disabled by your pregnancy or childbirth or related medical conditions. SDI forms are available from the Employment Development Department or from your health care provider. Any SDI to which you are eligible will be integrated with your accrued paid time off so that you do not receive over one hundred percent 100% of your regular pay.

Paid time off and holiday benefits will not accrue during any unpaid leave.

During a leave under this policy, group medical plan coverage for eligible employees and their dependents will be maintained at the level and under the conditions coverage would have been provided if the employee had remained continuously employed.

If you are eligible for leave under FMLA or CFRA, then at the conclusion of your pregnancy disability or at the end of a four (4) month Pregnancy Disability Leave, whichever occurs first, you may request to take Family Care Leave under FMLA or CFRA of up to twelve (12) work weeks to care for your child, if you are eligible under the College's policy. To be eligible for this Family Care Leave, you must meet the eligibility standards of that kind of leave as of the first day of your Pregnancy Disability Leave. There is no requirement that either the child or you have a serious health condition, or that you are still disabled. The maximum combined leave for both Pregnancy and Family Care Leave for the birth of a child is four (4) months plus twelve (12) work weeks, assuming that you are in fact disabled by pregnancy for four (4) months, and you request and are eligible for a twelve (12) week Family Care Leave. At the conclusion of your combined leave, your reinstatement rights will be governed by the College's policy governing Family Care and Medical Leaves of Absence.

8.8. WORK-RELATED MEDICAL DISABILITY LEAVE OF ABSENCE

You are entitled to take a leave of absence for an occupational illness or injury, generally for a period equal to the duration of your temporary disability. When you are on leave of absence for work-related medical disabilities, you must be examined by a health care provider and certified to be temporarily disabled from returning to your employment.

Your leave of absence will end as soon as a physician certifies that you can safely perform all of the essential functions of your job, with or without reasonable accommodation. If we receive medical evidence satisfactory to us that you will be permanently unable to perform all of the

essential functions of your job, with or without reasonable accommodation, and if reassignment to a vacant position is not possible, your employment may be terminated. You may be eligible for vocational rehabilitation benefits from the College's Workers' Compensation insurance carrier.

You will be reinstated to your former position when a health care provider certifies that you can safely perform all of the essential functions of the job, with or without reasonable accommodation. The exceptions to this rule are as follows:

- ◆ When you directly or indirectly indicate to us that you do not intend to return to our employ;
- ◆ When your former position no longer exists;
- ◆ When you had to be replaced as a business necessity;
- ◆ When you are no longer qualified for your former job; or
- ◆ When, consistent with applicable law, you cannot return to your former job without posing a direct threat to your health or safety or to the health and safety of another employee.

An employee injured on the job shall receive full pay for the day on which the injury occurs and is reported. Additional time off required as a result of the injury may be charged against any accrued vacation or sick leave. During your leave, you may also receive Workers' Compensation benefits in accordance with State law. Workers' Compensation benefits will be integrated with any paid time off you choose to use so that you will not receive more than one hundred percent (100%) of your regular pay.

For any such leave in excess of three (3) months, the College will not pay the College's portion of the monthly premium or for dependent coverage under its group medical insurance plan. You may arrange with Human Resources to self-pay so that your coverage continues after three (3) months of leave. During the first three (3) months, you must continue to self-pay for the monthly employee portion of the coverage and for dependent coverage.

Paid time off and holiday benefits will not accrue during any unpaid leave.

8.9. BEREAVEMENT LEAVE

Regular employees who have successfully completed their six (6) month Introductory Period, or any extension thereof, shall be granted up to four (4) days of paid bereavement leave when a death occurs in the immediate family. For the purposes of bereavement leave, the College defines "immediate family" as a spouse/registered domestic partner, child/stepchild, parent/stepparent, grandparents, siblings and spouses' parents. Employees who wish to take more than four (4) days of bereavement leave, or who are not eligible for paid bereavement leave, may apply for an unpaid personal leave of absence and, if granted, must use accrued but unused vacation time.

Paid time off and holiday benefits will not accrue during any unpaid leave.

8.10. JURY DUTY

Regular employees who have successfully completed their six (6) month Introductory Period, or any extension thereof, will be granted up to ten (10) days paid leave of absence to report, and if selected to serve, once a year. Employees who require more than ten (10) days leave may apply for an unpaid personal leave of absence and, if granted, must use accrued but unused vacation time.

When you are on a jury duty leave of absence, you should continue to report for work on those days or parts of days when excused from jury duty or when jury duty does not conflict with your work schedule. Upon returning to work at the completion of your jury duty leave, you may be asked to present evidence of your jury duty attendance.

Employees are expected to give at least two (2) weeks written notice, if possible, of their need for time off for jury duty. When two (2) weeks advance notice is not possible, employees must provide as much advance notice as possible under the circumstances. A copy of the summons to jury duty should be attached to the notice and sent to Human Resources.

Paid time off and holiday benefits will not accrue during any unpaid leave.

8.11. TIME OFF FOR VOTING

In the event that you do not have sufficient time outside of work hours to vote (i.e. before or after work), you may take off enough working time to enable you to vote. Time off must be taken at the beginning or end of your shift, so as to minimize time off. Employees will be paid for up to two (2) hours of the time taken off for voting.

An employee must make a written request for time off to vote, at least five (5) work days prior to election day, and may be required to show their voter's receipt to their Supervisor when they return to work.

8.12. MILITARY LEAVE

Employees are permitted *unpaid* leave of absence to participate in military training and service in the Armed Forces, National Guard and Military Reserves. Employees may use accrued, but unused, vacation in place of unpaid military leave. The specific terms of the absence and of your right to reinstatement, seniority, benefits and compensation after a military leave are governed by law. If you have any questions about military leaves, contact Human Resources.

An employee who works an average of twenty (20) or more hours per week may take ten (10) days of unpaid leave when his/her spouse/registered domestic partner is on a leave from deployment in a combat zone with the active duty, reserve military or National Guard during a period of military conflict. In order to take leave, a qualified employee must notify his/her Supervisor and Human Resources of his/her intent to take leave within two (2) business days of receiving official notice that the military spouse/registered domestic partner will be on leave

from deployment and must provide written documentation certifying the military leave. The College will not retaliate against employees who request or take such leave.

Paid time off and holiday benefits will not accrue during any unpaid leave.

8.13. LEAVE FOR VICTIMS OF CRIMES AND THEIR FAMILY MEMBERS TO ATTEND JUDICIAL PROCEEDINGS RELATED TO THAT CRIME

If you are a victim of a crime, or a spouse/registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather of a victim, or the child of a registered domestic partner of a victim, and you need to take time off from work in order to attend judicial proceedings related to that crime, you may take an *unpaid* leave of absence. Accrued, but unused vacation must be used for this type of leave.

As a condition of taking time off, you must, prior to your planned absence, provide reasonable advance notice and certification of the need for the absence to the College. If you need to take an unscheduled absence for one of the above reasons, you must, within a reasonable time after the absence, provide certification of the need for the absence to the College.

Paid time off and holiday benefits will not accrue during any unpaid leave.

To maintain the confidentiality of your request and of your need for time off, please submit your request and certification only to Human Resources.

8.14. LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT

If you are a victim of domestic violence or sexual assault and need to take time off from work, you may take an *unpaid* leave of absence. Accrued, but unused paid time off benefits (vacation and sick leave) may be used for this type of leave. Reasons for the leave include:

- ◆ You must or wish to take legal action as a victim of domestic violence or sexual assault. This includes, but is not limited to, court appearances, preparing documents, or meeting with advocates pertaining to the granting or removal of restraining orders or to obtain other kinds of relief to help ensure the health, safety, or welfare of the victim or his or her child.
- ◆ To seek medical attention for injuries caused by domestic violence or sexual assault.
- ◆ To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault.
- ◆ To obtain psychological counseling related to an experience of domestic violence or sexual assault.
- ◆ To participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

As a condition of taking time off, you must, prior to your planned absence, provide reasonable advance notice and certification of the need for the absence to the College. If you need to take an unscheduled absence for one of the above reasons, you must, within a reasonable time after the absence, provide certification of the need for the absence to the College.

Paid time off and holiday benefits will not accrue during any unpaid leave.

To maintain the confidentiality of your request and of your need for time off, please submit your request and certification only to Human Resources.

8.15. LEAVE FOR VOLUNTEER FIREFIGHTERS, RESERVE PEACE OFFICERS AND EMERGENCY RESCUE PERSONNEL

No employee shall receive discipline for taking off to perform emergency duty as a volunteer firefighter, a reserve peace officer or emergency rescue personnel. If you are participating as a volunteer firefighter, a reserve peace officer or emergency rescue personnel, please alert your Supervisor so that he or she may be aware of the fact that you may have to take time off for emergency duty. In the event that you need to take time off for emergency duty, please alert your Supervisor before doing so, if possible. Accrued vacation must be used for this type of leave.

Paid time off and holiday benefits will not accrue during any unpaid leave.

8.16. LEAVE FOR SCHOOL CONFERENCES INVOLVING SUSPENSION

If you are the parent or guardian or grandparent with custody of a child who has been suspended from school and you receive a notice from the child's school requesting that you attend a portion of a school day in the child's classroom, you may take *unpaid* time off from work to appear at the school. Accrued vacation must be used in lieu of unpaid leave. You must, prior to your planned absence, give reasonable notice to your Supervisor or Human Resources that you have been requested to appear at the child's school. You will not be disciplined in any way for taking this time off.

8.17. LEAVE FOR SCHOOL ACTIVITIES

If you are the parent or guardian or grandparent with custody of a child enrolled in a licensed day care center, in kindergarten or in grades 1 through 12, you may take up to forty (40) hours of *unpaid* leave each year, up to eight (8) hours per calendar month, to participate in the licensed day care center or school activities of your child. Prior to your planned absence, you must provide reasonable advance notice to your Supervisor or Human Resources. You will not be disciplined in any way for taking this time off from work.

To request school activities leave, you may be asked to provide documentation from the licensed day care center or school verifying the date and time of your visit(s). You must use any accrued, but unused vacation for the planned absence.

8.18. LEAVE FOR LITERACY ASSISTANCE

If you reveal to the College that you have a problem with reading and writing, and request assistance in enrolling in an adult literacy program, the College will attempt to assist you. This assistance may, depending on the circumstances, include providing you with the locations of local literacy education programs or arranging for a literacy education provider to visit you at work.

Although the College strongly encourages its employees to take advantage of this assistance, the College does not provide paid time off for participation in an adult literacy education program. Accrued vacation must be used for this type of leave. Reasonable notice must be given for each absence from work under this policy.

Any employee who reveals a problem with illiteracy and who satisfactorily performs his or her work will not be subject to termination of employment because of the disclosure. Moreover, the College will make all reasonable efforts to safeguard the privacy of the employee as to the fact that he or she has a problem with literacy.

Paid time off and holiday benefits will not accrue during any unpaid leave.

9. DISCIPLINE AND TERMINATION OF YOUR EMPLOYMENT

9.1. DISCIPLINE PHILOSOPHY, RULES OF CONDUCT AND THEIR ENFORCEMENT

- *Discipline Philosophy*

The College expects high quality work and professional interactions from and among its employees and expects that the conduct of its employees will be consistent with these standards. The College will work with its employees to correct performance or behavior problems that may develop, but in some cases discipline may be necessary. When discipline is necessary, it may take the form of a verbal warning, written warning, suspension or termination.

The College does *not* have a policy of “progressive discipline.” Not all forms of discipline are appropriate to each disciplinary situation, and the College is not required to treat each form of discipline as a step in a series to be followed with an employee before termination. *The College is not required to give any warnings, whether verbal or written, prior to terminating an employee.*

Every effort is made to impose discipline in a timely manner. At times, however, the need to fully investigate an incident may require a delay in imposing discipline. The College reserves the right to suspend employees, pending completion of the investigation and final action.

- Rules of Conduct and Discipline

The College acknowledges that it is not possible to list every form of unacceptable conduct. The rules listed below forbid many types of unacceptable conduct. However, these are **not** the only work rules. Any conduct not listed in this Handbook that is contrary to the College's interests also is not allowed.

The type of discipline imposed, and whether any intermediate disciplinary steps will be taken or bypassed, is in the sole discretion of the College and will be based on an assessment of all relevant factors. All discipline will be imposed in accordance with all applicable federal, state, and local laws.

- (a) Destroying or damaging, maliciously or willfully, the College's property or supplies, or the property of an employee, student, vendor or visitor.
- (b) Stealing, or removing or using without permission, the College's property or the property of an employee, student, vendor or visitor.
- (c) Lying or giving false or misleading information to obtain employment or employee benefits.
- (d) Falsifying any employment documents or the College's records, including your, or a coworker's, time records.
- (e) Bringing or possessing firearms, knives, weapons, or other hazardous or dangerous devices or substances on the College's premises.
- (f) Possessing, using or selling alcoholic beverages or illegal drugs on the College's premises, or reporting for duty under the influence of alcohol or illegal drugs, in violation of the College's Policy of An Alcohol and Drug-Free Workplace.
- (g) Being insubordinate, including engaging in improper conduct toward a Supervisor or refusing to follow directions, obey orders or perform tasks assigned in an appropriate manner by a Supervisor.
- (h) Fighting or engaging in horseplay on the College's premises, or any other action that is dangerous to others or to the College's property, or that disrupts work.
- (i) Harassing, threatening, intimidating or coercing a vendor, visitor, or another employee.
- (j) Pleading guilty to, or being convicted of, a crime that indicates unfitness for the job or that raises a threat to the safety of the College, its property, its employees, vendors, visitors or others.
- (k) Being absent for three (3) consecutive work shifts without permission or notice.
- (l) Failing without proper notice or authorization to return to work immediately after an

approved leave of absence.

- (m) Failing to follow any established safety rule, failing to report unsafe working conditions, violating health and safety rules, or engaging in conduct that creates a health/safety hazard.
- (n) Exhibiting excessive tardiness or absence from work, including taking too long for meal or break periods.
- (o) Leaving your job during work hours without first notifying your Supervisor and obtaining your Supervisor's prior permission.
- (p) Smoking in violation of the College's no smoking policy.
- (q) Using abusive or vulgar language.
- (r) Working unauthorized overtime (for Non-Exempt employees).
- (s) Doing your job carelessly or negligently.
- (t) Using College equipment or supplies for personal reasons.
- (u) Sleeping while on duty.
- (v) Abusing paid time off.
- (w) Displaying inappropriate appearance or grooming.
- (x) Violating the College's conflicting activities policy, confidential information policy or any other College policy.

Termination or other discipline of an employee does not preclude the College from taking or seeking civil or criminal action against the employee.

Nothing in this policy alters the at-will status of all employment with the College.

9.2. EMPLOYEE SEPARATION

Since your employment at the College is at-will, both you and the College have the right to end your employment at any time, with or without notice, cause or reason.

The College recognizes the following types of separation:

- *Voluntary Resignation*

You are considered to have voluntarily ended your employment with the College when you resign, fail to report to work without notice to and approval from your Supervisor for three (3) consecutive scheduled work days, or fail to return as scheduled on the date specified at the end of a leave of absence.

Although the College is an at-will employer, to assist the College, you are asked to provide advance written notice of resignation, so the College has sufficient time to hire a replacement. To resign in good standing, employees are required to provide advance notice of at least two (2) weeks. Your cooperation will be greatly appreciated. Upon notice of your resignation, the College, in its sole discretion, may pay you for all hours of work normally scheduled from the notice of voluntary resignation up to the noticed day of separation, or a period of two (2) weeks, whichever is less, and excuse you from reporting to work during that time.

- *Involuntary Termination*

An involuntary termination is a separation initiated by the College and may be with or without notice, cause or reason. Violation of the College's rules and policies may warrant disciplinary action, up to and including immediate termination. The College has sole discretion to use any form of discipline that it determines to be appropriate under the circumstances. If you are involuntarily terminated for reasons other than layoff, you are not eligible for rehire.

- *Reduction In Force*

Under some circumstances, the College may need to restructure or reduce its work force. A reduction in the work force is any separation from work for non-disciplinary reasons, including but not limited to, lack of work, reorganization or other business-related needs. Such reductions may range from temporary reduction for a few days, up to a permanent reduction (cessation of employment). Although the College makes every effort to avoid reductions in force by exercising care in projecting staffing requirements and monitoring business schedules, such reductions may be necessary.

In the event of a reduction in force, the positions and/or employees to be laid off will be selected in accordance with the College's need and at the College's sole discretion. Such decisions will not be based solely on seniority. Employee performance, ability, versatility, reliability and effort may be taken into consideration. In the event of a recall from layoff, the College has the prerogative to determine which employees are to be recalled and in what order. Laid off employees will receive their final paycheck on the effective date of layoff.

An employee who separates from the College, whether voluntary or involuntary, may be requested to immediately leave the College's premises when terminated.

9.3. PROCEDURES UPON SEPARATION

When you leave the College, you must return all keys, identification, supplies, equipment, and other College property. You may be asked to complete and or participate in an exit interview with Human Resources. You may be asked to sign a separation form. If you owe any money to the College, you will be asked to make arrangements for repayment.

The College and/or its insurer/broker/administrator will provide you with information regarding any conversion or continuation rights in connection with your health benefits and programs. Information will also be provided regarding your College retirement plan contributions.

9.4. FINAL PAY CHECK

At the time of your separation from employment, you will be paid for all wages due, including any accrued, but unused vacation in accordance with the applicable law. Accrued, but unused sick leave is not considered wages and is not payable to you upon separation. Any pay advances will be deducted from your final paycheck to the extent permitted by law. You will be responsible for reimbursing the College for any pay advances that have not been repaid and which are in excess of your final pay.

If you are involuntarily terminated or if you resign with at least seventy-two (72) hours notice, you will be paid at the time of your separation from employment. Supervisors shall immediately notify Human Resources of any pending termination so that this requirement may be fulfilled and to coordinate that all materials and or equipment due the College are returned to your Supervisor before payment to the employee is released.

If you resign with less than seventy-two (72) hours notice, you will be paid within seventy-two (72) hours of your notice of resignation.

9.5. REHIRE

If you voluntarily resign, give appropriate advance notice, and fully comply with all exit procedures, you will be deemed to have resigned in good standing and, therefore, you may be eligible for rehire as a new employee. Employees who are re-employed by the College within ninety (90) calendar days of their termination date will be allowed to retain their past seniority for purposes of determining their vacation eligibility and employee recognition. If you are involuntarily terminated for reasons other than layoff, you are not eligible for rehire.

ACKNOWLEDGMENT OF RECEIPT OF STAFF EMPLOYEE HANDBOOK

Employee's Name: _____
(Type or print)

This is to acknowledge that I have received an electronic version of Mount St. Mary's College ("the College") Staff Employee Handbook ("Handbook") and know that I can access the Handbook on the College's website. I understand and agree that it is my responsibility to read and comply with the policies, procedures and standards of conduct contained in this Handbook. I further understand that my failure to comply with the policies and procedures contained herein may result in discipline, up to and including immediate termination of my employment.

I understand that this Handbook and the policies and procedures described in this Handbook are not intended to be and do not create contractual commitments or a contract of employment, but are merely descriptions of recommended procedures to be followed and policies necessary for the safe and efficient operation of the College. I further understand that with the exception of its policy of at-will employment and those policies compelled by law, the College reserves the sole right to revoke, change or supplement its policies and guidelines at any time without notice. No policy is intended as a guarantee that benefits or rights will continue.

I understand that this Handbook supersedes and replaces all previous handbooks, memoranda and oral descriptions of the College's personnel policies, procedures, guidelines and practices. I understand that it is my responsibility to access, read and comply with all future versions of this Handbook that will be updated on the College's website.

I also understand and agree that my employment with the College is "at-will," which means that my employment is not for a definite period of time and may be ended by me or by the College at any time, with or without cause, notice or reason. I understand and agree that no one except the President of the College can enter into an agreement contrary to this policy of at-will employment, and that any such agreement must be in writing and signed by both the President of the College and by me

My signature below further signifies that I have carefully read and understand this Acknowledgment of Receipt.

Employee signature

Date