

# POLICY CONCERNING STUDENT EMPLOYEE COMPENSATION

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## PURPOSE

The Associated Students Inc., California State University, Fullerton (ASI) is committed to providing compensation that enables the corporation to attract and retain skilled and talented student employees for all positions. Through this student compensation policy, ASI strives to:

- Affirm ASI's commitment to Equal Employment Opportunity
- Maintain consistency with the CSU employee classification standards and compensation
- Recognize the diverse needs of the student employee population

The purpose of ASI's Policy on student compensation is to provide equity and incentive in the administration of the corporation's compensation program for all student employees.

Within the framework of applicable law, and consistent with the judicious expenditure of funds, it is the policy of ASI to employ competent personnel, motivate these employees to perform well, and create inducements both through basic compensation to retain competent student employees for productive periods of service.

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## WHO SHOULD KNOW THIS POLICY

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| <input type="checkbox"/> Budget Area Administrators<br><input checked="" type="checkbox"/> Management Personnel<br><input checked="" type="checkbox"/> Supervisors<br><input checked="" type="checkbox"/> Elected/Appointed Officers | <input type="checkbox"/> Volunteers<br><input type="checkbox"/> Grant Recipients<br><input checked="" type="checkbox"/> Staff<br><input type="checkbox"/> Students |
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## DEFINITIONS

For Purpose of this policy, the terms used are defined as follows:

Terms	Definitions
<b>Salary Range</b>	Minimum and maximum rate currently authorized for a position classification.
<b>Classification</b>	Category of a position within the organization (i.e. secretary, office assistant, Director, etc.).
<b>Reclassification</b>	Changing classification of position due to significant changes in job duties placing position requirements, accountability, responsibilities, etc. outside of present classification.
<b>Immediate family member</b>	Spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle).
<b>Volunteer Civil Service Personnel</b>	Volunteer firefighters, reserve peace officers, and emergency rescue personnel.
<b>Catastrophic illness or injury</b>	Illness or injury which totally incapacitates an employee or member of employee's immediate family if it requires the employee to take time off for an extended period in order to care for the family member and the employee has exhausted all of their available leave credits.
<b>State Disability</b>	Disability payments made for leaves of absence due to personal disability (state paid). Funded by employee deductions.
<b>Student Employee</b>	A currently enrolled/registered (fees paid) student in a current regular semester as a new and continuing student at CSUF.
<b>Graduate Assistant Employee</b>	A current student is enrolled/registered (fees paid) in an accredited graduate program.

# STANDARDS

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## 1. ELIGIBILITY

The following are requirements to be eligible for student employment:

- Current student at CSUF and is enrolled/registered (fees paid) in a current regular semester as a new or continuing student.
- In good academic standing (not on academic probation, continued probation, academic dismissal).

Student employees are those employees who regularly attend class at CSU Fullerton (CSUF) and have a work schedule not to exceed twenty (20) hours a week. Student employees are limited to one work assignment/job at a time. Student employees are eligible for student benefits as outlined in the Student Handbook and Student Employee Compensation Policy.

### a. Graduate Assistants

Graduate Assistants are appointed to positions in which their duties are directly related to their fields of study and in which they gain experience, practice, or guidance directly related to their career preparation.

The following are requirements to be eligible for employment as a Graduate Assistant:

- A current student at CSUF and/or an accredited program, is enrolled/registered (fees paid) in current regular semester as a new or continuing graduate student.
- Graduate Student who completed the prior semester (has not graduated), or who is registered for the subsequent semester.
- In good academic standing (not on academic probation, continued probation, academic dismissal).

Graduate Assistants are those employees who regularly attend class at CSUF/or an accredited program and have a work schedule not to exceed twenty (20) hours a week. Graduate Assistants are limited to one work assignment/job at a time. Graduate Assistants are eligible for student benefits as outlined in the Student Handbook and Student Employee Compensation Policy.

## 2. CONTINUITY OF EMPLOYMENT

### **Employment**

All student employees are hired on a semester basis and employment is reevaluated at the beginning of each semester.

A student's employment may end at any time for the following reasons: serious misconduct, unsatisfactory evaluation, failure to report to work without prior notice, position abolishment, voluntary resignation, budget limitations, workload shifts, and breaching confidentiality contract.

### **Breaks in Employment**

Winter/Summer sessions constitutes a break in employment. Winter/Spring Recess does not constitute a break in employment.

### **Rehires**

Supervisors will need to complete a rehire offer letter and payroll action form, as well as schedule a 15 minute re-hire appointment with the Human Resources office so the employee

can update their W-4, personal contact information, direct deposit (if desired, and I9 (if previous documents have expired). Once completed, the employee will be authorized to resume working.

Rehired employees will not need to attend the New Hire Orientation if their date of rehire is within one year of their termination date. In this case, the employee would only be required to attend the rehire appointment as outlined above.

**Semester Layoff**

Student employees who are temporarily laid off over the summer break or intersession due to a reduction of the workload in their department may be extended a rehire offer at the beginning of the next academic year or spring semester.

In the event a rehire offer is extended to the employee and the date of the rehire is within one year of their last day of work, a new hire orientation is not required. However, supervisors will need to complete a rehire offer letter and payroll action form, as well as schedule a 15 minute re-hire appointment with the Human Resources office so the employee can update their W-4, personal contact information, direct deposit (if desired, and I9 (if previous documents have expired). Once completed, the employee will be authorized to resume working

**Post-Graduation**

Students who have graduated and are not continuing on to graduate school at CSUF, may be eligible to be employed 3 months post-graduation based on business necessity. Approval must be granted by the Executive Director or designee. Please see table below for eligible employment periods:

<b>Graduation</b>	<b>Employment Period</b>
December	January-February-March
May	June-July-August

**3. SALARY RANGE**

There are three salary ranges within the salary schedule. Each range consists of several steps and each range has been determined by a combination of factors; job responsibilities, degree of skills, and/or experience required. The level of work performed in each range is described and each pay range has a minimum and a maximum pay rate. Please refer to the Student Salary Schedule.

**4. INITIAL COMPENSATION**

All employees are to be hired at the entry level designated for their particular position. However, there may be an exception to entry level placement. For example, a higher pay rate may be offered to an employee based on:

- Demonstrated previous experience and/or education relative to the job
- Length of employment within the department
- Rehire of a former employee with a satisfactory work history

Only under exceptional circumstances will an initial placement be two steps higher than the posted step. Such exceptions must be reviewed and approved by the Human Resources Director prior to making an offer of employment.

## 5. RECLASSIFICATION

A reclassification may be processed if one of these criteria is met:

- Assigned duties and responsibilities of the position have changed to a degree where there is a marked difference in the complexity of work being performed
- If an employee has been hired into a position designated as a trainee position for the purpose of training and developing the employee to perform at the classification level the job requires. The employee must have satisfactorily completed the minimum training period required and must have acquired the skills and knowledge required for the next level of classification.

If a position is reclassified, the employee is guaranteed a raise to the minimum of his/her new pay range, or a full step above their current rate, whichever is greater. An employee may only be reclassified to an approved position on file.

An employee who is reclassified will not normally need to serve an additional training period and will be eligible for a merit increase after six (6) months of service.

### *a. Justification*

Student Reclassification Requests should be submitted for review by the Human Resources Director a prior to proposed effective date. An employee must meet the minimum qualifications for the reclassified position. Upon review, the Human Resources Director will return a copy of the form with their decision.

### *b. Effective Date*

A reclassification is effective the pay period following approval. In noting the effective date, please refer to the applicable payroll schedule.

## 6. PAY AND OVERTIME

### *a. Overtime*

#### **Student Assistants**

An employee who works in excess of eight hours in one day and forty (40) hours in one week is entitled to overtime on a time and one-half basis. Payment will be made no later than the pay period following the period in which the overtime was performed. From time to time circumstances or conditions arise where an employee may need to work overtime; however, due to budget restraints overtime is not encouraged.

#### **Work-Study Employees**

Work-study employees cannot work overtime.

### *b. Pay*

#### **Payday**

ASI employees are paid semi-monthly on the 15th and the last day of the month.

#### **Shift Differential**

A shift differential is provided to hourly student employees as an incentive for working overnight shift hours on a regular basis. The employee must be assigned to work this shift. An overnight shift is defined as a shift beginning at 10:00pm and ending the next morning at or before 8:00am. Shift differential pay is a flat amount of \$0.50 to be added to your hourly rate. This amount will only apply to actual hours worked and not to holidays, vacation or sick time.

### **Premium Pay**

Reasons for Premium Pay Request:

- Working late/overnight hours as part of Titan Student Union - All Night Study program (12:00AM – 5:00AM) – during last two weeks of fall or spring academic semester)

Department supervisors wishing this option for employees must submit a Request for Premium Pay form to the Human Resources Department for review and approval. For work-study employees, supervisors are to submit a written request to the Work-Study Coordinator with a copy to Human Resources with the following information:

- Premium pay rate
- Reason for premium pay
- Individuals authorized to receive premium pay
- Dates premium rates are to be paid

An employee must use proper job code when clocking in for these time periods.

### **Maximum Hours Worked per Year**

A student employee may be employed by one or more ASI departments or campus for a combined maximum of twenty hours per week when classes are in session and up to thirty hours per week during the winter, spring, and summer breaks, not to exceed a 1000 hours in a year (Jan-Dec). It is recognized that on occasion an employee may work in excess of twenty hours per week during the fiscal year.

## **7. BENEFITS**

### **a. Academic Benefits**

ASI is committed to supporting the academic successes of our student employees. The purpose of this policy is to provide employee benefits that will directly improve the academic success of ASI student employees.

### **Book Voucher Program**

Student employees who complete four total semesters of employment (fall and spring semesters only) before the first day of the semester are eligible for a \$50 book voucher in that semester and all future semesters the student employee is both employed with ASI and enrolled in courses at CSUF. The book voucher program is offered only in the fall and spring semesters for a maximum total of \$100 per fiscal year.

### **Paid Time Off to Study**

Student Employees who complete six total semesters of employment (fall and spring semesters only) by the first day of the semester are eligible for four hours of paid time off to study in that semester and all future semesters the student employee is both employed with ASI and enrolled in courses at CSUF. The paid time off to study program is offered only in the fall and spring semesters for a total of eight hours per fiscal year. Time off must be approved by the student employee's supervisor with two weeks' notice to ensure the shift can be covered by another student employee if necessary. The time off can be used in either two two-hour increments or one four-hour increment. Unused hours do not carry over to the following semester.

ASI reserves the right to modify or discontinue this policy at any time with or without notice and these benefits are offered contingence on budget availability.

*b. State Disability Insurance*

State Disability Insurance covers an employee who is unable to continue work due to an off-the-job injury or illness. The amount of benefits paid depends upon the wages paid to the employee during a twelve-month base period. Benefits begin after a seven-day waiting period.

Since work-study students do not pay into the disability program, they are not eligible for benefits.

*c. Workers Compensation Insurance*

All employees are covered by ASI's Workers' Compensation Insurance. The cost of the insurance is paid by ASI with no cost to the employee. The purpose of Workers' Compensation is to assist employees who have suffered a job-related injury or illness. If an employee is injured on the job or incur a work-related illness, they must immediately contact their supervisor and the Human Resources office to make a written report in addition to seeking medical treatment with follow-up care as required.

*d. Volunteer Workers' Compensation Insurance*

Volunteer employees are to complete, sign, and date a Volunteer Start Notice form at the beginning of their appointment that serves as the ASI acknowledgment of the volunteer's desire to perform work or provide a service without compensation for a semester, academic year, calendar year, session or any part thereof for the ASI. Once a Volunteer Start Notice form has been completed, a volunteer need not complete another form until after expiration date of the appointment. The start notice must be signed and dated by both the supervisor and the employee prior to submitting it to Human Resources.

## **8. LEAVE**

*a. Holiday Pay*

Student assistants and work-study employees who are required to work on an ASI recognized holiday are to be compensated at a premium rate of time and one-half.

A student employee is not eligible for paid vacations or holidays; however, the employee will have time off on the same holidays as full-time employees.

*b. Leave*

### **Sick Leave**

Sick leave is provided so employees will be protected from loss of income when unable to work. Absences must be reported to a supervisor as soon as possible and recorded on the employee's timecard. Accrued sick leave, if any, is not paid at time of termination.

A total of 24 hours of sick leave is granted on the first day of employment and on January 1<sup>st</sup> of each subsequent year. Sick leave is not accrued or carried over year to year.

Sick leave must be used for the following purposes: Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or their family member. An Employee may also use sick leave if an employee is a victim of domestic violence, sexual assault, or stalking.

“Family member” includes:

- A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom an employee stand in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- The biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or their spouse or registered domestic partner, or a person who stood in loco parentis when an employee was a minor child.
- Spouse
- Registered domestic partner
- Grandparents
- Grandchildren
- Sibling

If the need for paid sick leave is foreseeable, an employee must provide reasonable advance notice to their supervisor. If the need for paid sick leave is unforeseeable, an employee must provide notice to their supervisor as soon as practicable.

Paid sick leave is available only for days on which an employee would have been scheduled to work, but were unable to work because of one of the purposes described above.

Unused paid sick leave is not carried over from one year to the next. Under no circumstances will unused paid sick leave be converted to cash or payment of any kind. Unused sick leave is not paid out upon termination.

### **Leave of Absence**

The ASI grants requests for unpaid leaves of absence for five (5) working days or more up to a maximum of two (2) work weeks to student assistants for only the following reasons:

- Illness
- Hospitalization
- Family Illness
- Jury Duty
- Death in the Family
- Recognized Academic Related Participation

A leave of up to two (2) weeks shall not constitute a break in employment.

Requests will be approved based on the ability to obtain proper temporary help so as to maintain continuity in the position. An extension of two (2) additional weeks of unpaid leave as designated may be approved for: 1) an extended personal illness or hospitalization, required attendance upon an ill or injured spouse, child, parents or siblings, or 2) in the event of the death of a significantly close relative defined as a spouse, child, parents, siblings, grandparents, grandchildren, or in-laws which requires the employee to travel overseas to arrange for and/or attend the funeral. However, a leave of absence of more than two (2) weeks shall constitute a break in employment.

### **Pregnancy Disability Leave**

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



Duration Of Leave - Pregnancy-related disability begins when the health care provider determines the individual to be disabled by pregnancy, childbirth or related medical conditions. PDL covers the actual period of disability up to four months. The four months leave is the number of days or hours the employee would normally work in four calendar months. At the end of PDL CFRA will provide a separate leave for bonding with a newborn that can last up to twelve weeks.

*Transfer and Accommodation* - An employee is also entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability so long as (1) the employee requests the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and (2) the request can be reasonably accommodated by ASI. Employees who are transferred to accommodate a pregnancy-related disability possess the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

ASI may also require an employee to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate an employee's need for intermittent leave or a reduced work schedule.

*Benefits During Leave* - Employees on a pregnancy-related disability leave do not accrue seniority or benefits including holiday pay, vacation and sick accrual, while on unpaid leave. Vacation and sick pay will begin accruing when the employee returns to work. An employee who takes a pregnancy-related disability leave of absence will not lose any seniority earned prior to the commencement of her leave.

*Coordination Of Benefits* - Pregnancy-related disability leaves are unpaid. An employee who is granted a pregnancy-related disability leave may elect to use any accrued but unused paid time off benefits (i.e. vacation or sick leave) during the period of the leave. Any portion of a leave that occurs after all paid time off benefits have been exhausted is without pay. Any unpaid or paid portions of this policy shall be added together and will not extend the 4 month total leave period limitation allowed under this pregnancy-related disability leave policy.

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

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

Employees must provide at least 30 days' notice when the need for pregnancy-related disability leave is foreseeable. If the need for leave is not foreseeable, notice must be given to ASI within two business days of learning of the need for the leave.

Employees must indicate the estimated timing and duration of the leave and make a reasonable effort to schedule any planned medical treatment so as to minimize the disruption of ASI's activities.

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

*Outside Employment* – An employee may not be employed with any employer, other than ASI, during an employee’s leave of absence. Outside employment during an employee’s leave may result in immediate termination.

*Reinstatement* - When an employee is able to return to work, he or she should give ASI at least two (2) weeks’ notice. This is important so that the employee’s return to work is properly scheduled.

Under most circumstances, ASI will reinstate employees to their former or equivalent position if they return from leave within 4 months. Exceptions, however, may occur as permitted by law. Employees should understand that they have no greater right to reinstatement or to other benefits of employment than if they had continued to work during their leave.

For example, an employee will not be reinstated to the same position where (1) she would not otherwise have been employed in the same position due to legitimate business reasons unrelated to her taking leave (such as layoff or job elimination), or (2) the means of preserving the job would substantially undermine ASI’s ability to operate its business safely and efficiently. In such cases, the employee will be placed in a comparable position for which the employee is qualified unless (1) no comparable position is available within 10 working days of the employee’s return to work, or (2) filling the comparable position with the employee would substantially undermine ASI’s ability to operate its business safely and efficiently. Employees who fail to return to work at the conclusion of their approved leave or within the maximum period allowed for the leave will be considered to have voluntarily terminated from ASI.

### **Family Medical Leave**

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

*Eligible Employees* - To qualify for a medical leave or family care leave, an employee must have worked for ASI for at least 12 months and must have provided at least 1,250 hours of service during the 12-month period prior to beginning each leave.

*Reasons For Leave* - Eligible employees may take medical leave or family care leave for the following reasons:

- The employee’s own serious health
- A qualifying exigency relating to a close family members military service-Up to 26 weeks per 12 month period to care for an ill or injured military service member.
- Pregnancy-related Disability
- Bonding with a newborn, an adopted child or child placed in foster care with an employee
- Caring for a family member with a serious health condition
- Caring for a registered domestic partner with a serious health condition
- Birth, adoption or foster placement of a child
- Care of a spouse, domestic partner, child, or parent with a serious health condition
- Employee’s own serious health condition if the employee is unable to perform the essential functions of their job.

*Duration Of Leave* - Eligible employees are entitled to take family care and medical leave of absence up to a combined total of 12 weeks in a rolling 12-month period, which is measured backward from

the date the leave is taken. Leave for the birth, adoption or foster placement of a child must conclude within one calendar year of the actual birth, adoption or placement. If both parents work for ASI, the parents' combined leave for the birth or placement of a child may not exceed 12 weeks during any 12 month period.

An eligible employee may take intermittent leave or may work a reduced work schedule for a serious health condition of the employee or the employee's child, parent, or spouse when medically necessary and if certified by a health care provider. If the need for the leave or intermittent leave is foreseeable, the employee should consult with ASI and make a reasonable effort to schedule any planned treatment in cooperation, if possible, in order to minimize disruption to the workplace.

*Benefits During Leave* - Group health insurance coverage will continue for eligible employees taking family care or medical leave under this policy under the same terms and conditions that applied before the leave commenced. To continue health insurance coverage, the employee must continue to make any premium contributions made prior to taking leave. Premium payments are due monthly and should be made payable to ASI and delivered to the Human Resources department. If an employee fails to pay his or her portion within 30 days of the due date of a premium, his or her health insurance coverage may be canceled. In such cases, employees will be notified at least 15 days before coverage terminates.

Employees on family care or medical leave do not accrue seniority, vacation or sick pay or benefits including holiday pay, while on unpaid leave. Vacation and sick pay will begin accruing when the employee returns to work. An employee who takes a family or medical care leave of absence will not lose any seniority earned prior to the commencement of family care or medical leave.

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

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

*Notice Requirements* - Employees who need to take family care or medical leave should contact the Human Resources Director as soon as they learn of the need for leave, even when they do not know the precise dates that leave will begin. If leave is foreseeable, at least 30 days' notice is required. For events that are not foreseeable 30 days in advance, but are not emergencies, the employee must give notice within 2 working days of learning of the need for the leave. If ASI determines that the notice was inadequate and that the employee knew of the need for leave in advance of the request, it may require the employee to delay his or her leave. If circumstances of the leave change and the employee is able to return to work earlier than indicated, the employee is required to notify Human Resources at least 2 working days prior to the intended return to work date. Similarly, if an employee learns they will be unable to return to work on the date previously indicated, the employee is responsible for applying for an extension and furnishing a medical recertification for an extension, prior to the date that the leave expires.

*Medical Certification* - An employee taking leave for their own serious health condition or that of a family member must provide ASI with certification from a health care provider within 15 calendar days of ASI's request. Failure to provide a satisfactory medical certification may result in the denial of leave.

In cases of a leave for the serious condition of an employee, ASI may require the medical opinion of a second health care provider of its choice and at its expense to substantiate a medical certification. If the second opinion is different from the first, ASI may require the opinion of a third health care provider (also at its own expense) jointly approved by both ASI and the employee. The opinion of the third health care provider will be binding on both ASI and the employee.

If an employee requests an extension of leave beyond the time estimated by the health care provider, ASI will require recertification of the employee's or the family member's serious health condition. ASI also requires employees taking leave for their own serious health condition to present a fitness-for-duty certification before return to work.

*Outside Employment* – An employee may not be employed with any employer other than ASI during an employee's leave of absence. Outside employment during an employee's leave may result in immediate termination.

*Reinstatement* - When an employee is able to return to work, they should give ASI at least two weeks' notice. It is important that the employee's return to work be properly scheduled. Under most circumstances, ASI will reinstate employees to their former or equivalent position if they return from leave within 12 weeks. Exceptions may occur as permitted by law. For example, ASI cannot guarantee reinstatement if the employee is a salaried employee and among the highest paid ten percent of all employees within a 75 mile radius and reinstatement would cause substantial and grievous economic injury, or if the employee would have been subject to lay off or job elimination had the employee not taken leave. Employees should also understand that they have no greater right to reinstatement or to other benefits of employment than if they had continued to work during their leave. Employees who do not return to work immediately upon the expiration of an approved leave of absence or within the maximum period allowed for the family and medical leave will be considered to have voluntarily left their position terminated from ASI.

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

### **School and Child Care Activities Leave**

Leave is provided for an employee who is the parent, guardian, step-parent, foster parent, grandparent or a person who stands in loco parentis to a child who is in grades K-12 or who is with a licensed day-care provider. Up to 40 hours off per calendar year of leave is provided. This is an unpaid leave and employees can use accrued sick time for this time off. An employee can take this time off to:

- Find, enroll or re-enroll in a school or licensed provider
- Participate in activities of the school or licensed provider
- Address a child care or school emergency (illness, discipline/behavioral problems, unexpected closure, and natural disaster)

Employee should provide reasonable prior notice if activity is planned.

### **Organ Donor/Bone Marrow Donor Leave**

The employee must take the leave to donate an organ or bone marrow to another person. The employee must provide written verification of the need for donation leave. The verification must state that the donation is medically necessary. The employee must have also been employed for at least 90 days prior to taking the leave. Employees are permitted to take a leave of absence with pay for up to 30 days for the purpose of organ donation and up to five days for bone marrow donation (See California Labor Code 1510). Employees must use up to five days of paid sick leave for bone marrow donation and two weeks of paid sick leave for organ donation.

### **Leave for Victims of Domestic Violence, Sexual Assault or Stalking**

ASI is prohibited from discharging, discriminating or retaliating against an employee who is the victim of domestic violence, a victim of sexual assault or a victim of stalking, and who takes time off from work to obtain or attempt to obtain any relief, such as a restraining order. Employees are provided unpaid time off if they are a victims of domestic violence, as defined by Family Code Section 6211, 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, to obtain psychological counseling or to participate in safety planning or other actions as a result of domestic violence or sexual assault (See California Labor Code Section 230).

### **Crime Victims Leave**

All employees are provided unpaid time off if they are a victim of a serious or violent felony to attend judicial proceedings related to the crime. The term "crime victim" applies to an employee who is a victim, the immediate family member of a victim, the registered domestic partner of a victim or the child of a registered domestic partner of a victim (See California Labor Code Section 230.2).

### **Voting Leave**

As required by law (See California Elections Code Section 14001), all employees are provided up to 2 hours of time off with pay on Election Day to vote in city, county, state and national elections if it cannot be done outside of normal working hours. Advanced notice must be given to supervisors before time-off for voting can be approved.

### **Military Leave**

Military leaves of absence are granted without pay in accordance with applicable federal laws. An employee may use accumulated vacation credits in lieu of leave without pay. The employee should submit a request as soon as he/she learns of the need for military leave. The organization will reinstate those employees returning from military leave to their same position or one of comparable seniority, pay, status, and benefit rights they would have had if they had worked continuously in compliance with state and federal regulations.

Benefits coverage will continue for 31 days as long as employees pay their normal portion of the cost of benefits. For leaves lasting longer than 31 days, employees will be eligible to continue health benefits under COBRA for up to 18 months while on military leave, and will be required to pay the COBRA rate of their health benefits if they wish to continue benefits.

If employees are reservists in any branch of the Armed Forces or members of the National Guard, they will be granted time off for military training. Such time off will not be considered vacation time. However, employees may elect to have their reserve duty period be considered as vacation time to the extent they have such time available.

**Military Spouse Leave**

An unpaid leave provided for military personnel spouses who work an average of 20 hours or more per week who have a spouse in the US Armed Forces, National Guard or Army Reserve who was deployed during a period of military conflict. Employees can be allowed to use accrued sick, vacation or PTO during this leave but will not be required to do so. The leave lasts for up to 10 days. The employee must provide the employer with notice within two business days of receiving official notice that their spouse will be on leave from deployment.

**Volunteer Civil Service and Training Leave**

An unpaid leave provided for employees who are required to perform emergency duty. This leave is extended to volunteer firefighters, reserve police officers and emergency rescue personnel. Emergency rescue personnel is defined as any person who is:

- An officer, employee or member of a fire department, fire protection or firefighting agency of the federal government, California state government, local government, special district or other corporation or political subdivision of California
- An officer of a sheriff's department, police department or private fire department
- An officer, employee or member of a disaster medical response team sponsored or requested by the state.

The leave lasts for the duration of the emergency duty.

Time off for Civil Service Training-an employee in the category above may take an unpaid leave of up to 14 days per calendar year to engage in fire, law enforcement or emergency rescue training.

**Civil Air Patrol Leave**

An unpaid leave of up to 10 days provided to employees who participate in Civil Air Patrol duty. The employee must be employed for at least 90 days before the start of the leave.

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