



# **EMPLOYEE HANDBOOK**

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## **SECTION 1 INTRODUCTORY POLICIES**

### **INTRODUCTION**

The California State University (CSU) Dominguez Hills Toro Auxiliary Partners ("Toro Auxiliary Partners") was established in 1968 as a nonprofit public corporation and is an integral component of the educational mission of CSU Dominguez Hills (CSUDH). In fulfilling its mission, Toro Auxiliary Partners employs over 700 people, performing various services throughout the campus community. Specifically, it oversees commercial operations, is responsible for the fiscal administration of numerous University programs and provides business services to other entities on campus.

The Toro Auxiliary Partners exists to provide the highest level of services to the campus constituencies. As an employee of the Toro Auxiliary Partners, we hope you will find your employment to be professionally rewarding and challenging in meeting the campus community's needs. We are a nonprofit, self-supporting 501c (3) auxiliary organization.

You can find more information about the Toro Auxiliary Partners at <https://www.csudhauxiliarypartners.org/>

### **INTEGRATION CLAUSE AND THE RIGHT TO REVISE**

This Employee Handbook aims to inform all employees about the policies, responsibilities, procedures, guidelines, benefits, and work rules that apply to each employee of the Toro Auxiliary Partners.

This Handbook applies to all Toro Auxiliary Partners employees, whether full-time (regular or partially benefited), part-time, temporary, seasonal, or student employees. The benefit provisions of this Handbook apply only to those employees who have been identified and are eligible for particular benefits.

Please read this Handbook carefully - you are responsible for adhering to its contents. While you review this Handbook, please remember that it is a guideline for employees and only highlights the Toro Auxiliary Partners' policies, practices, procedures, guidelines, rules, and benefits. This Handbook is not intended to be a contract and should not be viewed as creating contractual obligations. Circumstances may require that the policies, practices, guidelines, and benefits described in this Handbook change occasionally. The Toro Auxiliary Partners reserves the right to amend, supplement or rescind any of the provisions of this Handbook, other than its employment-at-will provisions, as it deems appropriate in its sole and absolute discretion. Changes will be communicated as soon as practical. This Handbook is posted on the Toro Auxiliary Partners' website and is always available. Please ensure it is reviewed when considering employment-related policy issues. The current handbook remains valid until it is superseded by

an updated version.

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

Toro Auxiliary Partners is an equal-opportunity employer committed to an active nondiscriminatory policy for all employees. Toro Auxiliary Partners' policy is that all employees and applicants shall receive equal consideration and treatment. All recruitment, hires, transfers, and reclassifications will be made based on the qualifications of the individuals for the positions being filled regardless of race, color, creed, religion, national origin, ancestry, sex, gender, gender expression, gender identity, pregnancy (childbirth and related medical conditions), sexual orientation, the age for individuals over forty years of age, medical condition, military and veteran status, genetic information, marital status, national origin, and physical or mental disability or any other consideration made unlawful by federal, state or local laws. Indeed, the Toro Auxiliary Partners' policy of equal employment opportunity applies to all aspects of employment, including recruitment, hiring, training, compensation, benefits, promotion, transfer, discipline, and termination. Every employee must help maintain a work environment that promotes this policy. Toro Auxiliary Partners is committed to assisting employees in performing the essential functions of their jobs by providing reasonable accommodations for any known physical or mental disability for which an employee requests accommodation unless undue hardship would result in such an accommodation. Access to a support animal may be deemed reasonable accommodation based on the same individualized analysis required by the required interactive process. "A support animal is one that provides emotional, cognitive, or other similar support to a person with a disability, including but not limited to traumatic brain injuries or mental disabilities, such as major depression." Anyone who has a question or a concern about discrimination in the workplace should bring his or her concerns to the attention of a supervisor, a Human Resources Representative, or the Chief People and Operations Officer. Employees may raise concerns and make complaints without fear of reprisal. Anyone found to be engaging in any discrimination, or retaliation will be subject to disciplinary action up to and including termination of employment.

## **DIVERSITY POLICY**

Today we live and work in a dynamic and ever-changing society. One of Toro Auxiliary Partners' focal points is to ensure our employees are well educated is an important component of our society and company: Diversity. Our Diversity Policy requires all Toro Auxiliary Partners employees to understand and respect differences around us: differences of race, culture, religion, gender, abilities, appearances, and socioeconomic factors. Diversity is also about diversity of thought, diversity of values and the diversity of perspectives. For employees to respect value and appreciate diversity, they must experience other employees who are reflective of the varied cultures and backgrounds that make up each community where Toro Auxiliary Partners conducts business. It reaffirms Toro Auxiliary Partners' commitment to equal employment opportunity and its desire to seek a balanced representation of gender, racial and ethnic groups; it is intended to promote non-discrimination. It is the responsibility and obligation of all Toro Auxiliary Partners employees to support the implementation of the Diversity Policy.

## **EMPLOYMENT ELIGIBILITY – IMMIGRATION COMPLIANCE: FORM I-9 INFORMATION**

Toro Auxiliary Partners complies with the Immigration Reform Control Act of 1986. This law requires every employee to provide valid documentation proving his or her legal right to work in the United States within three (3) days of hire. In addition to the appropriate documentation at the time of hire, employees must provide current and valid replacements of specific authorization to work permits should they expire prior to or upon their expiration. Failure to provide such replacement may result in disciplinary action, up to and including possible termination.

## **POLICY AGAINST HARASSMENT**

Toro Auxiliary Partners is committed to providing a work environment that is free of sexual harassment, as well as other unlawful harassment based on such factors as race, color, creed, religion, ancestry, sex, gender, gender expression, gender identity, pregnancy, sexual orientation, age for individuals over forty years of age, medical condition, military and veteran status, genetic information, marital status, reproductive health decision-making, national origin, and physical or mental disability or any other consideration made unlawful by federal, state or local laws.

In keeping with this commitment, Toro Auxiliary Partners maintains a strict policy that prohibits unlawful harassment of employees, managers, supervisors, or coworkers, and unlawful harassment of students by any Toro Auxiliary Partners employee. Visitors to the campus, workers employed by the University, other auxiliaries, Independent Contractors, paid or unpaid interns, volunteers, or other public or private organizations engaged in business with Toro Auxiliary Partners are expected to comply with this policy. The purpose of this policy is to: 1. Familiarize Toro Auxiliary Partners' employees with the definition of unlawful harassment and the forms it can take. 2. Confirm that unlawful harassment will not be tolerated and is contrary to the standards of conduct expected and required of Toro Auxiliary Partners employees. 3. Make clear that employees who engage in unlawful harassment are subject to possible disciplinary action, which may include discharge. Toro Auxiliary Partners also provides regular training to its supervisors and managers regarding this policy.

For this policy, unlawful harassment means harassment on the job that is prohibited by state or federal law provisions applicable to Toro Auxiliary Partners when the harassment occurs. Subject to this general definition, unlawful harassment may include unwelcome verbal, physical, or visual conduct that unreasonably interferes with an employee's performance or creates an intimidating, offensive, or hostile working environment. This may occur where:

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

The conduct has the purpose or effect of negatively impacting the individual's work performance or creating an intimidating, hostile, or offensive work environment.

Under most circumstances, harassment refers to the type of conduct that is pervasive, repetitive, and sufficiently severe to alter the conditions of an employee's employment. It also may refer to a single incident that is outrageous or harmful, in and of itself, that it substantially alters the conditions of an employee's employment or interferes with that individual's ability to perform job-related responsibilities.

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

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

Conduct that is part of a consensual relationship is not considered harassment. Nevertheless, a prior consensual relationship does not permit subsequent unwelcome or unwanted harassment.

All employees must cooperate fully in the investigation process. In addition, disciplinary action may be taken against any employee who is uncooperative or who attempts to discourage or prevent an employee from using Toro Auxiliary Partners' complaint procedure to report unlawful harassment. Retaliation by a Toro Auxiliary Partners employee against any individual who makes a complaint of unlawful harassment is strictly prohibited. Similarly, any person who participates or cooperates in any manner in an investigation or any other aspect of the process described herein shall not be retaliated against. Retaliation is itself a violation of this policy and is a severe offense. Complaints regarding allegations of reprisal should be immediately brought to the attention of a Human Resources Representative.

If unlawful harassment of or by a Toro Auxiliary Partners employee is established, Toro Auxiliary Partners will take action that is reasonably calculated to stop the harassment. In cases in which the alleged harasser is not an employee, Toro Auxiliary Partners will take action to minimize the recurrence of any unlawful behavior.

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

Employees are encouraged to report inappropriate or unwelcome conduct whenever it occurs. Employees and students are not required to wait for the behavior to be repeated or to worsen. Any incident of unlawful harassment by any Toro Auxiliary Partners employee or any other person conducting business with Toro Auxiliary Partners should be reported promptly to the employee's supervisor, manager, and/or to a Human Resources Representative, who will arrange to investigate the matter. The employee is free to complain either verbally or in writing. Managers who receive complaints or who observe harassing conduct are required to inform a Human Resources Representative immediately. An employee may contact Human Resources directly and is not required to complain first to his or her supervisor.

**Managers/Supervisors Responsibility.** All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior, or for any reason suspect that sexual harassment is occurring are required to report such suspected sexual harassment to Toro Auxiliary Partners Human Resources Department. In addition to being subject to discipline, if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue. Supervisors and managers will also be subject to discipline for engaging in any retaliation.

All complaints of unlawful harassment are taken seriously and are promptly and objectively investigated. Toro Auxiliary Partners will conduct a fair, timely, and thorough investigation that provides all parties with appropriate due process and reasonable conclusions based on the evidence collected and indicates that proper remedial actions will be taken if misconduct is found.

An investigation may include interviews with individuals with information about the alleged harassment. If Toro Auxiliary Partners begins an investigation, we will endeavor to keep the investigation confidential to the extent possible, including the names of complaining employees and witnesses. In the same way, anyone involved in an investigation of harassment must keep all information about the investigation confidential as a courtesy to the individuals involved. That is why Toro Auxiliary Partners will only share information about a complaint of harassment with those who need to know. Failure to keep the information confidential during the investigation may result in disciplinary action.

When the investigation has been completed, Toro Auxiliary Partners will communicate the investigation results to the complaining employee, the alleged harasser, and, if appropriate, to others who are directly involved. If Toro Auxiliary Partner's policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken

against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

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

## **ANTI-BULLYING POLICY**

Toro Auxiliary Partners is committed to providing a work environment that is free of bullying and will not *in any instance* tolerate bullying behavior. Toro Auxiliary Partners defines bullying as repeated less favorable treatment of a person by another or others in the workplace, that a reasonable person would consider unreasonable and inappropriate workplace practice. It includes behavior that intimidates, offends, degrades or humiliates a worker, possibly in front of co-workers, clients, or customers. Bullying often comes in subtle ways and affects the overall workplace morale. Employees found in violation of this policy will be disciplined, up to and including termination.

## **PROFESSIONALISM**

As a valued member of Toro Auxiliary Partners, you are expected to act at all times in a professional manner and to be sensitive to circumstances in which certain conduct is not acceptable. To that end, every employee should treat all staff, management, co-workers and customers with dignity and respect, and take the extra step to ensure that everyone is given timely and courteous service. Employees are also expected to perform their job functions to the best of their ability and are expected to inform Toro Auxiliary Partners of any assistance that is required and to improve the quality of Toro Auxiliary Partners' services. If you are unsure whether your actions in a particular instance are acceptable under Toro Auxiliary Partners' standards, you should consult with your supervisor/ manager or a Human Resources Representative.

## **AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of Toro Auxiliary Partners to comply with all federal and state laws concerning the employment of individuals with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

Any employee who believes they need a medical accommodation to assist them with performing the essential functions of their job is encouraged to request an ADA job accommodation. The employee, or the employee's manager, may initiate an ADA job accommodation request. For more information, employees, managers, and applicants should review the ADA Policy and Procedure on the Toro Auxiliary website.

## LACTATION ACCOMMODATION

Toro Auxiliary Partners will provide any employee with a location and reasonable break time to express milk in private. If an employee requires a location and time to express milk, please contact Toro Auxiliary Partners Human Resources and we will respond and make appropriate arrangements for a location that is private, free from intrusion during lactation, and comfortable. We also will work with the employee on a schedule that allows the employee to take reasonable breaks for lactation. We ask that you give us as much advance notice as you can so that we can make appropriate arrangements. If we cannot accommodate an employee's request for a location or break time to express milk, we will respond in writing explaining the reasons for that decision. If an employee believes that Toro Auxiliary Partners has not complied with a lactation accommodation requirement, please let us know so that we can resolve the situation.

### Lactation Locations

1. Loker Student Union, Second Floor (MAMAVA Pod)
  - [Download the MAMAVA app](#) to make a reservation and receive your MAMAVA CODE to unlock the pod
  - All-Gender
  - ADA compliant and wheelchair accessible
2. [University Library](#), 3rd floor (Room 3005)
  - [Make a reservation here](#) and visit the Technology and Logistical Services (TLS) desk in LibSouth #2039
  - A Student Assistant or Staff will show you to the room and unlock the door
  - All-Gender
  - ADA compliant and wheelchair accessible
3. Innovation and Instruction, 3rd floor (Room 3409) and 4th floor (Room 4418)
  - All-Gender
  - Has internal locks that should remain open when not in use

**For a more exhaustive list please visit:** <https://www.csudh.edu/equity/get-help/pregnant-parenting/>

## **RELIGIOUS ACCOMMODATION STATEMENT**

Toro Auxiliary Partners respects the religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the company's business.

## **REQUESTING RELIGIOUS ACCOMMODATION**

An employee whose religious beliefs or practices conflict with his or her job, work schedule, or Toro Auxiliary Partner's policy or practice on dress and appearance or other aspects of employment and who seeks a religious accommodation must submit a written request for the accommodation to Human Resources. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.

Human Resources will evaluate the request considering whether a work conflict exists due to a sincerely held religious belief or practice and whether an accommodation is available that is reasonable and that would not create an undue hardship on Toro Auxiliary Partner's business. Accommodation may be a job change, using paid leave or leave without pay, or allowing an exception to the dress and appearance code that does not affect safety requirements or other aspects of employment.

## **STATEMENT OF AT-WILL EMPLOYMENT STATUS**

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

## **SECTION 2**

### **RECRUITMENT AND EMPLOYMENT PRACTICES**

#### **JOB OPENINGS**

Position openings for Full Time Regular Benefited, MSP, and Full Time Partially Benefited positions are generally posted for a minimum of five working days on Toro Auxiliary Partners' website and are listed in a range of public forums. Notices to other organizations and advertising in other places shall be determined jointly by the hiring manager and Toro Auxiliary Partners Human Resources Department. All posted positions are filled on a competitive basis. Employees must meet the specified minimum qualifications and apply in accordance with the position announcement in order to be considered for a position. Positions filled through internal promotions, or positions within the same job family and within the specific unit do not require posting.

#### **APPOINTMENT PROCEDURE**

Hiring Managers are required to comply and satisfy the requirements in the Recruitment and Selection Policy when recommending all MSP, Full Time Regular Benefited, and Full Time Partially Benefited positions. Offers of employment must be approved by Toro Auxiliary Partners' Human Resources before an employment offer can be made. Appointment letters will be prepared by the Toro Auxiliary Partners Human Resources Department.

#### **MANAGEMENT SERVICES PLAN ("MSP")**

The Toro Auxiliary Partners' Management Services Plan (MSP) is designed to cover specific Toro Auxiliary Partners employees who have been designated as directors or managers who have primary responsibility for the development and implementation of policies, procedures, practices, and/or guidelines which apply to the Toro Auxiliary Partners as a whole, or responsibility for a major operational unit of the Toro Auxiliary Partners. MSP status qualifies the employee for the same employee benefits that Full Time Regular Benefited employees receive, however the MSP designation includes enhanced vacation accrual and other benefits and programs. Typically, MSP designations are reserved for positions with a salary grade of 6 or more based on an evaluation of the job's degree of difficulty. Recruitments for MSP designed positions must be approved by the Chief People and Operations Officer and/or VP of Administration and Finance/CFO at the time of posting and prior to an offer of employment being made. Similarly, promotions or transfers to the MSP designation must accompany a written justification and have the written approval from the Chief People and Operations Officer.

## **FULL TIME REGULAR BENEFITED EMPLOYEES**

*(Hired to normally work 40 hours per week)*

Certain positions and/or classifications are identified as Full Time Regular Benefited status. Full Time Regular Benefited employees are normally scheduled to work eight hours per day, five days per week. However, all work shifts are scheduled according to business needs and this status does not guarantee any employee a minimum number of hours of work per day or per week. Full Time Regular Benefited status qualifies the employee for employee benefits such as medical, dental, and vision insurance; group life insurance; paid vacation, paid sick leave, and holiday pay; retirement; and other benefits and programs.

## **FULL TIME PARTIALLY BENEFITED EMPLOYEES**

*(Hired to normally work between 30-39 hours per week)*

Certain positions and/or classifications are identified as Full Time Partially Benefited status. Full-Time Partially Benefited employees are normally scheduled to work more than 29 hours per week but less than 40 hours per week. However, all work shifts are scheduled according to business needs and this status does not guarantee any employee a minimum number of hours of work per day or per week. Full Time Partially Benefited status qualifies the employee for medical insurance and any federally or state mandated employee benefits (e.g., paid sick leave, FICA, SDI, unemployment, worker's compensation). Full Time Partially Benefited employees are not permitted to work more than 2,028 hours in any calendar year (January 1 through December 31).

## **PART TIME EMPLOYEES**

*(Hired to normally work between 0-25 hours per week)*

Part time employees are those hired to work a limited number of hours per week (0-25 hours per week or less) and are subject to lay off during seasonal business closures with no guarantee of being rehired. Part time employees are not eligible for employee benefits outside any federally or state mandated employee benefits (e.g., paid sick leave, FICA, SDI, etc.). Part-time employees are not guaranteed a minimum number of hours of work per day or week. Part time employees are not permitted to work more than 1,300 hours in any calendar year (January 1 through December 31).

## **TEMPORARY EMPLOYEES**

Temporary employees are those who are hired for specific project assignments of limited duration. Depending on the length of appointment and number of hours they are normally scheduled each week they may be offered any federally or state mandated employee benefits (e.g. paid sick leave, FICA) or employer sponsored benefits. The length of employment shall be specified, not to exceed six months, and they are not guaranteed a minimum number of hours of work per day or per week.

## **MINOR EMPLOYEES**

Minors are defined as any individual under 18 years of age. This also includes a minor who is currently enrolled at California State University Dominguez Hills (CSUDH). Toro Auxiliary Partners will only hire minors that are at least 17 years old and currently enrolled students of CSUDH.

## **STUDENT EMPLOYEES**

Student employees are students who are attending California State University, Dominguez Hills, as undergraduate students enrolled in a minimum of 6.0 units each semester, or graduate students enrolled in a minimum of 4.0 units each semester, who may work as a Toro Auxiliary Partners employee with certain restrictions. Student employee positions may be exempt from FICA and therefore may not make contributions to that program.

Student employees are allowed to work a maximum of 20 hours per week while school is in session. If the student has more than one job, the 20-hour rule applies to total hours worked in combination with all jobs in the Toro Auxiliary Partners. Student Assistants may work up to 40 hours per week while school is out of session.

Students who are attending a school other than Dominguez Hills are not eligible to be classified as a student employee but may be considered for employment as part time or temporary employment.

Student employees are not permitted to work more than 1,300 hours in any calendar year (January 1 through December 31).

## **WORK STUDY STUDENT EMPLOYEES**

Students employed through the Federal College Work-Study Program are exempt from the above-stated policies and practices. Contact the Financial Aid Office for work-study requirements.

## **GRANT/CONTRACT EMPLOYEES AND EMPLOYEES FUNDED THROUGH STATE OR UNIVERSITY SOURCES**

Those employees hired under the provisions of grants, contracts, or other funding sources are employed only to the extent that funds are available from the funding source and within the guidelines of the particular grant/contract or other funding source in coordination with Toro Auxiliary Partners' policies, procedures, and hiring practices. Termination of employment may occur at any time based on the availability of funds but not limited to such circumstances. These employees may be classified as Full Time Regular Benefited, Full Time Partially Benefited, Part Time, Temporary, or Student Employee and do not guarantee any employee a minimum number of hours of work per day or per week. As stated elsewhere in this Employee Handbook,

employment with the Toro Auxiliary Partners is at will.

Additional employment of any employee or faculty member with the CSU is limited to 125% effort. Dual employment between the Toro Auxiliary Partners and CSU is subject to review and approval prior to the start date.

## **IDENTIFYING EXEMPT AND NON-EXEMPT EMPLOYEES**

Every position is designated as either "Non-Exempt" or "Exempt." This designation has no relationship to whether or not an employee is eligible for a specific benefit, except that employees filling non-exempt positions are eligible for overtime pay (when applicable).

Non-exempt employees are generally scheduled to work no more than eight hours per day, five days per week and receive overtime for all hours worked in excess of eight hours per day or forty hours per week. Double time is paid for hours worked in excess of twelve hours per day and for all hours worked in excess of eight hours on the seventh day of work. Other wage rules may apply given the specific set of circumstances. TAP Human Resources conducts FLSA testing to determine the appropriate exemption status for positions.

Exempt employees typically include executive, managerial, and certain professional/administrative staff, and are exempt from the California and Federal overtime requirements. Exempt employees are expected to carry out a set of responsibilities regardless of the exact number of hours worked and do not receive additional pay for working more than their expected number of hours. Exempt employees' salaries already take into account that they sometimes work long hours.

## **Student and Part-Time Employee Appointment Periods**

To ensure accurate staffing, funding oversight, and workforce planning, all student and part-time employee appointments will be established on a semester-by-semester basis, rather than for the full length of a grant, contract, or academic calendar.

At the conclusion of each semester, supervisors will evaluate operational needs, funding availability, employee performance, and program requirements to determine whether the appointment should be continued for the following semester. Continuation of employment is not guaranteed and is contingent upon these factors.

This appointment structure also ensures that employment records remain current and accurate. In the past, delays in supervisors notifying Human Resources when an employee has stopped working have resulted in employees remaining active in the payroll and HR systems after their employment has effectively ended. Semester-based appointments provide a regular review process that allows Human Resources to accurately update employment records, terminate inactive appointments in a timely manner, and maintain compliance with payroll, reporting, and audit requirements.

Supervisors are responsible for promptly notifying Human Resources whenever a student or part-time employee separates from employment or is no longer providing services, regardless of the reason. Failure to provide timely notification may result in inaccurate employment records, payroll processing issues, and unnecessary administrative actions.

### **Single Assignment Policy**

To ensure compliance with grant requirements, payroll administration, and workload management, part-time and student employees classified as grant-funded or contract employees are limited to one employment assignment at a time with California State University, Dominguez Hills Toro Auxiliary Partners (CSUDH TAP).

Employees may not hold multiple positions or work simultaneously for more than one department, project, principal investigator, or program within CSUDH TAP, regardless of the number of hours worked in each assignment.

For example, a student employee may not work as a Research Assistant for one faculty member while also serving as a Student Assistant for another faculty member or program. Similarly, an employee may not hold concurrent appointments in different TAP departments or grant-funded programs.

Employees wishing to transfer to another department, project, or program must end their current assignment before beginning a new one, unless an exception is approved in writing by Human Resources and executive management.

### **EMPLOYMENT OF RELATIVES**

The Toro Auxiliary Partners will not hire or continue the employment of relatives where actual or potential conflicts may arise regarding supervision, security, safety or morale, or where potential conflicts of interest exist. An employee may not work under the direct supervision of a relative. Relatives are defined as spouses, domestic partners, children, sisters, brothers, mothers, fathers, or any persons who are closely related by birth, marriage or adoption, or persons with a close personal relationship (e.g., intimate or romantic relationships). Relatives may be employed in the same department, but may not participate in any proceeding, evaluation, recommendation or action that affects the employment status of a relative.

Present employees who marry, who become related by marriage, or who enter into a close relationship may be permitted to continue employment only if their employment poses no difficulties for supervision, security, safety, morale, or potential conflicts of interest.

If employees who marry, who become related by marriage, or who have a close relationship (e.g.,

intimate or romantic relationships) do pose difficulties for supervision, security, safety, morale, or where potential conflicts of interest exist, the Toro Auxiliary Partners will attempt to reassign one of the employees to another position for which he or she is qualified, if such a position is available. If no such position is available, one of the employees may be required to leave Toro Auxiliary Partners.

## **NON-FRATERNIZATION**

To avoid potential conflicts of interests, favoritism, exploitation, harassment or breaches of professional standards, the Toro Auxiliary Partners prohibits romantic or intimate relationships where there is an inherently unequal position between the parties including supervision, direction or influence. No supervisor shall have or pursue a romantic or intimate relationship with an employee or student assistant who reports to the supervisor or over whom the supervisor has the authority and/or responsibility to hire, promote, discipline, evaluate, assign or direct.

During nonworking times, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in non-work settings should observe an appropriate workplace manner and adhere to the non-fraternization policy. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while on campus, during working hours or after hour events.

Any employee who becomes aware of or involved in such a relationship has the obligation to report such a relationship to Toro Auxiliary Partners Human Resources, or the Chief People and Operations Officer. Employees who violate this policy may be subject to discipline, up to and including termination of employment.

## **SECTION 3**

### **JOB DUTIES AND CLASSIFICATIONS**

#### **POSITION DESCRIPTIONS**

The essential duties and responsibilities of each position are described in the respective position description provided at the time of hire.

Job responsibilities may change at any time during employment. From time to time, an employee may be asked to work on special projects or assist with other work necessary and important to Toro Auxiliary Partners. Cooperation and assistance from an employee in performing such additional work is expected.

The Toro Auxiliary Partners reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

#### **PROMOTIONS**

All posted positions are filled on a competitive basis. Employees must meet the specified minimum qualifications and apply in accordance with the position announcement in order to be considered for a position involving a promotion to a position in another job family. Promotions to the next higher-level position, within a job family and within an operating unit, do not require posting or recruitment and may be made by the department manager subject to review by the Toro Auxiliary Partners Human Resources Department approval in accordance with promotion guidance detailed in the Compensation Policy.

#### **TRANSFERS**

Employees for similar positions may request transfers between units when appropriate openings exist. A transferred employee will normally retain the same classification and pay rate.

#### **DEMOTIONS**

A demotion is a change from one position classification to a lower one. Demotions may result from changes in grant or department funding availability, changes in staffing levels resulting in layoffs, a lack of qualifications for the current position and/or disciplinary action. An employee may request a demotion. A demoted employee will be assigned the rate of the lower position classification but may not receive more than the top-grade maximum of the lower classification.

## **SECTION 4 WORKING HOURS AND SCHEDULES**

### **WORK SCHEDULES**

The Toro Auxiliary Partners administrative offices are typically open for business between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, throughout the academic year. The work hours of Enterprise or Grants and Contracts units are determined by the requirements of the respective unit. Work schedules will reflect business needs.

Employees are expected to report to work on time as scheduled and ready to perform their work upon arrival.

The Toro Auxiliary Partners reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, alter or change work schedules, or assign additional job responsibilities. All employment with Toro Auxiliary Partners is at will and there is no guarantee any employee will receive a minimum number of hours of work per day or per week.

### **MEAL AND REST PERIODS**

(Applicable to “Nonexempt” employees)

Generally, Toro Auxiliary Partners is open for business from 8:00 a.m. to 5:00 p.m., Monday through Friday, although individual operations or projects may have different business hours. Toro Auxiliary Partners’ regular workweek is Sunday through Saturday, beginning at 12:00 a.m. on Sunday morning and ending at 11:59 p.m. the following Saturday night. Most employees are assigned a work schedule and are expected to begin and end their workday in accordance with their schedule. Daily and weekly work schedules may change from time to time at the discretion of Toro Auxiliary Partners to meet the varying needs of our business.

Employees are expected to observe their assigned meal and rest periods. With regard to rest periods, employees are authorized to take one (1) ten (10) minute rest break for every four (4) hours worked. This rest break should be taken during the middle of the work period as the workday permits. Employees should not leave the premises during the rest period.

A meal period is either thirty (30) minutes or one (1) hour, and it should be scheduled so that adequate office coverage is provided at all times. All non-exempt employees must take at least thirty (30) minutes unpaid lunch period when they work more than five (5) hours per day before the end of the 5<sup>th</sup> hour of their shift. If the total work period per day is no more than six (6) hours, the meal period may be waived by mutual consent of both Toro Auxiliary Partners and the employee by signing a waiver form. Employees who work in excess of ten (10) hours in a workday are eligible to receive a second unpaid meal period of no less than thirty (30) minutes. If the total

hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of Toro Auxiliary Partners and the employee only if the first meal period was not waived.

The specifics of your work schedule will be determined by your supervisor; and meal and rest periods may not be saved until the end of the schedule for the purpose of leaving early. At times, emergencies such as power failures, road closings, earthquakes, fires or severe weather may interfere with Toro Auxiliary Partner's operations. In such an event, Toro Auxiliary Partners may order a temporary shutdown of all or part of its operations. Depending on the circumstances, time off may or may not be paid.

### **REQUIRED OVERTIME**

(Applicable to "Nonexempt" employees)

Where work activities require additional hours for completion, it may be necessary to work overtime. Toro Auxiliary Partners will attempt to notify an employee at least one day in advance when overtime is required. Where the need for overtime is not known one day in advance, an employee is still expected to work the overtime hours unless otherwise excused by the employee's immediate supervisor.

### **PAY PERIODS**

Toro Auxiliary Partners employees are paid on a bi-weekly basis, every other Thursday, through direct deposit or manual check, to the employee's authorized financial institution. A statement of the employee's earnings is provided each pay period via the Toro Auxiliary Partners' s Timekeeping system. Upon request, a paper copy of the employee pay statement will be made available. Toro Auxiliary Partners does not permit paycheck advances.

The Toro Auxiliary Partners makes every effort to compensate employees for all hours worked, in the event a discrepancy may have occurred it should be reported immediately for determination.

### **TIMEKEEPING REQUIREMENTS**

Non-exempt employees must record their actual time worked for payroll and benefit purposes by clocking in/out via Paychex Flex Timekeeping system, including the time that they begin work, the time that work ends, and the times of their meal periods. Under no circumstances are employees allowed to clock in/out for a friend or coworker. Failure to clock in/out on a daily basis is a violation of Toro Auxiliary Partners' timekeeping policy and will result in disciplinary action, up to and including termination. Employees with access to clock in/out via mobile devices are strictly prohibited from using the service to clock in/out at unauthorized locations. Employees that misuse the mobile device timekeeping system will receive disciplinary action, up to and including termination. Consistently clocking in and out from a location other than the approved worksite utilizing a mobile device is grounds for immediate separation.

Exempt employees are required to submit an allocation timecard report via the Paychex Flex Timekeeping system for the purpose of stating actual time worked in each account number/project. Additionally, exempt employees are required to report time (including absences) in full day increments.

All employees are required to request time-off using the Paychex Time-off Request module for their supervisors' approval; this includes sick time, vacation time, and personal time-off depending on the employee classification. Reporting time-off in the system allows for accurate reporting and reduction of time-off balances in the system. Failure to utilize the Paychex Time-Off Request module may result in disciplinary action up to and including termination of employment.

All time entry problems or errors should be reported immediately to your supervisor who will attempt to correct legitimate errors. Falsifying or making unauthorized changes to any timekeeping record may result in disciplinary action up to and including termination of employment. The submission and approval of a timecard by an employee certifies their agreement with the hours and shift as reported.

#### **TIMECARD APPROVERS**

Timecard approvers are responsible for abiding by the Toro Auxiliary Partners Timekeeping policy to ensure employee timecards are complete; free from missed punches, thoroughly reviewed to confirm labor is allocated to the appropriate account number and approved on time. Forgetting to approve just one day on the timecard will result in an unapproved timecard.

Approving timecards for grant employees is an essential function for Principal Investigators and Managers who are recipients of Federal Funds. Per Uniform Guidance, it is mandatory that timecards are approved by the authorized approver to ensure that labor is accurately charged to the Sponsored Program. Failure to do so is a violation of the guidelines and will result in audit findings. Therefore, authorized approvers who fail to approve timecards by the payroll deadline will be notified, along with the department head, Dean and Office of Sponsored Research and Programs.

#### **COMPENSATORY TIMEOFF**

Although not a legal entitlement, compensatory time off may be preapproved, accrued and granted for exempt employees in positions that frequently require weekend and after hours work in excess of the 40-hour work week for the purpose of supporting special events, projects or monitoring on campus film activity. To be eligible for the compensatory time off benefit, the position must be designated by the human resources department for comp time considerations. Additionally, the employee must have an exempt (salary) status.

Upon written approval from human resources, supervisors may choose to allow the accrual and use of compensatory time to eligible employees. Compensatory time will be granted on an hour for hour basis. It is the responsibility of the manager to track the use and approval of compensatory time off. Compensatory time off is accrued by logging the number of hours worked or shift worked on the weekend or after hours. Comp time accrual is subject to an accrual limitation of 40 hours per calendar year.

Unused comp time balance will not roll over to the new calendar year, nor can it be transferred to another employee. Upon separation, the comp time balance will not be paid out.

The manager's approval of the employee's timecard will constitute the approval of the employee's comp time usage for the pay period. All employees should note on the timecard what days within the pay period constitute the use of compensatory time.

## SECTION 5 COMPENSATION GUIDELINES

### MERIT INCREASES/PAY FOR PERFORMANCE

During the employee's annual performance evaluation and in some cases contingent on budget approval by the Toro Auxiliary Partners Board of Directors, the employee may be considered for a merit increase. Merit increase amounts are based on the results of a completed performance evaluation. Wage increases for those employees hired under the provisions of grants, contracts, or other funding sources are subject to the available funding and within the guidelines of the particular grant/contract or other funding source.

### EQUITY INCREASES

Employee compensation levels may be analyzed and evaluated on a case-by-case basis, as needed, in order to determine comparability with similar positions within the Toro Auxiliary Partners, the CSU system, other auxiliary organizations, and external compensation study sources. Equity increases are subject to review and approval by the Chief People and Operations Officer and Human Resources. Equity increases for those employees hired under the provisions of grants, contracts, enterprise units, or other funding sources are subject to the available funding and within the guidelines of the particular grant/contract or other funding source.

### EXEMPT EMPLOYEE SALARIES

In compliance with state and federal law, exempt employees are paid on a salary basis, meaning they receive a predetermined salary each week that is not subject to reduction based on quantity or quality of work, except as legally allowed. Exempt employees who are absent from work for an entire workweek will not be paid for that week unless they use paid leave.

Exempt employee pay is subject to reduction only in the following circumstances:

- a) *Absences for Illness*: Exempt employees who are absent for a full day or more because of sickness or disability will not be paid for that day unless they have accrued benefits under Toro Auxiliary Partners accrued paid time off policies. Their pay will not be reduced if they are absent for less than a full day because of sickness or disability.
- b) *Family/Medical Leave*: Dominican will reduce the salary of an exempt employee who takes unpaid family care or medical leave. Reductions will be made in full-day increments.
- c) *First or Last Weeks of Employment*: Exempt employees who work fewer than five days during their first or last week of employment will be paid a proportionate share of their full salary for the days actually worked.
- d) *Legally Required Absences*: Exempt employees who are absent from work for part of a Monday-Friday workweek for jury duty, attendance as a witness at a trial, or temporary military leave will receive their full pay for that week, offset by the amount of payment they receive in jury fees, witness fees, or military pay. Exempt employees will be paid their

full weekly salary unless they are on leave for an entire workweek during which no work is performed, unless they use their vacation time.

## **BONUS PAY**

Depending on the availability of funds departments may opt to award retention or incentive bonuses when necessary. Bonuses may not be used in lieu of a salary increase if the employee is due an increase. Please refer to Human Resources for more information.

## **HOLIDAY PAY**

**(Full Time Regular Benefited and MSP Employees ONLY)**

Holiday pay is paid at the employee's regular rate of pay. Employees required to work on a holiday will be allowed to take an equivalent amount of time off within the year. Holiday time will not count toward hours used to determine overtime eligibility in the week of the holiday.

## **PERSONAL HOLIDAY PAY**

**(Full Time Regular Benefited and MSP Employees ONLY)**

Personal holiday pay is paid at the employee's regular rate of pay. Personal holiday time will not count toward hours used to determine overtime eligibility in the week the personal holiday was taken.

## **VACATION PAY**

**(Full Time Regular Benefited and MSP Employees ONLY)**

Vacation pay is paid at the employee's regular rate of pay. Vacation time will not count toward hours used to determine overtime eligibility in the week the vacation time was taken.

## **VACATION CASH OUT**

**(Full Time Regular Benefited and MSP Employees ONLY)**

Employees may cash out 80 hours of vacation per fiscal year as long as there is a balance of 40 hours remaining. Grant funded employees may request a cash out; however, approval is needed by the Principal Investigator/manager to ensure allowability on the grant. This benefit is subject to the fiscal health of the organization and may be changed, paused, or eliminated at the discretion of Toro Auxiliary Partners.

## **SICK PAY**

Sick pay is paid at the employee's regular rate of pay. Sick time will not count toward hours used to determine overtime eligibility in the week the sick time was taken. Medical evidence of illness and/or medical certification of fitness to return to work may be required before an employee may return to work after an absence due to illness or injury. In cases where sick leave has been

misused disciplinary action will be taken.

Full Time Regular Benefited and MSP employees should reference Section 6 for information about sick leave/pay.

Sick balances are not transferable to or payable to an employee upon separation from Toro Auxiliary Partners.

## **OVERTIME PAY**

Toro Auxiliary Partners provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal laws. For purposes of defining eligibility for overtime each job classification is either nonexempt or exempt. See Section 3, Identifying Exempt vs. Nonexempt Employees.

Overtime compensation is paid to all nonexempt employees at the following rate(s) and in accordance with prevailing federal and state laws:

- One and one-half times straight-time rate for all hours over 8 in a workday.
- Two times straight-time rate for all hours over 12 in a workday.
- One and one-half times straight-time rate for all hours over 40 in a workweek.
- Two times straight-time rate for all hours over 8 on the 7th consecutive workday.

As required by law, overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Employees who work overtime without receiving prior authorization from their supervisor may be subject to disciplinary action up to and including possible discharge. By signing an individual's Timecard or Reporting Form, the supervisor and/or the Project Director indicate to payroll that all regular and overtime hours worked were approved.

Exempt employees do not receive overtime pay.

## **JURY DUTY PAY**

**(Full Time Regular Benefited and MSP Employees ONLY)**

The Toro Auxiliary Partners encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees may receive their regular pay from the Toro Auxiliary Partners while on jury duty. While an employee is receiving full pay from Toro Auxiliary Partners for jury duty, they may also not receive compensation from the court, or any entity associated with their jury service. If any employee receives pay for their service, while also receiving full pay from Toro Auxiliary Partners, then the Toro Auxiliary Partners will reduce the employees' pay by any amount they receive through another source.

An employee should notify their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. An employee reporting for jury duty is required to provide written verification from the court clerk of having served. If work time remains after any day of jury selection or jury duty, an employee is expected to return to work for the remainder of the work schedule. Part time, Full Time Partially Benefited, temporary and/or student employees do not qualify for jury duty pay.

## **SECTION 6 EMPLOYEE BENEFITS**

(Section 6 applies to Full Time Regular Benefited and MSP Employees only)

### **BENEFIT ELIGIBILITY**

Eligibility for benefits depends upon employment status (e.g., Full Time Regular Benefited, MSP, Full Time Partially Benefited, Part Time, etc.). The respective appointment letter and/or corresponding hiring paperwork must specifically denote eligibility for benefits, or the employee is not considered to be eligible for benefits. If an employee believes their status is incorrect, the employee should discuss this issue with their supervisor.

This Handbook only summarizes those benefits programs (e.g., health, dental, vision, etc.) that are maintained pursuant to a benefit plan document. If statements in this Handbook conflict with or are otherwise inconsistent with the provisions of an applicable benefit Plan Document, the provisions of the Plan Document will control.

All benefit programs are subject to an annual review and approval process of the Toro Auxiliary Partners Board of Directors. Benefit programs are subject to change at the discretion of the Board.

### **CALIFORNIA PAID SICK LEAVE (“Upfront Method”)**

All Non-Benefited employees, including part-time and temporary employees, are eligible for California Paid Sick Leave, provided they work at least 30 days within 12 months of their hire date. Toro Auxiliary Partners will grant 40 hours of paid sick leave to employees covered by this California Paid Sick Leave policy upon hire, and on January 1 each year thereafter. Employees may not use California Sick Leave until 90 days after hire.

Per the Act, sick leave will not be paid at the end of employment. If an employee is rehired within one year of the date of separation, any lost paid sick days will be reinstated and available for the employee to use starting the first day of rehire.

Additional employment employees are excluded from this policy.

### **GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

Term group life insurance is provided by and paid fully by the Toro Auxiliary Partners. The amount of coverage for each employee is based on the employee's annual basic earnings. See TAP Human Resources for more information.

## **FLEX DOLLARS**

Flex Dollars provides eligible Full Time Regular Benefited and MSP employees with a monthly credit, determined annually by the Toro Auxiliary Partners Board of Directors, that can be applied to their retirement plan.

## **HOLIDAYS**

Eligibility for holiday pay begins the first day of hire. The Toro Auxiliary Partners is a service unit to the campus community, and therefore, the holiday schedule is coordinated with the University's operating schedule. Typically, days designated as holidays by the University will also be observed by the Toro Auxiliary Partners. A schedule of paid holidays is issued at the beginning of each calendar year and posted on the Toro Auxiliary Partners website.

Please refer to the current holiday schedule posted on the Toro Auxiliary Partners' website.

## **MEDICAL, DENTAL, VISION, LIFE, TALKSPACE COVERAGE**

Coverage for medical, dental and vision insurance is effective the first day of the month following full time, benefited employment and completion of the enrollment process.

## **PERSONAL HOLIDAY**

Full Time Regular Benefited and MSP employees receive one personal holiday each calendar year. One Personal Holiday must be taken each calendar year and must be taken as a full day rather than in hourly increments. An employee will not earn an additional Personal Holiday until they have used their Personal Holiday from a prior year.

## **RETIREMENT PLANS**

Employees who meet certain eligibility requirements may participate in a retirement program upon hire. After completing a one-year waiting (vesting) period employees are then eligible to receive an employer matching contribution. For employees hired on or after July 1, 2014, both the Toro Auxiliary Partners and employee contribute to the retirement program. The employee's contribution is determined by the applicable benefits formula for the plan in which the employee has been enrolled, as determined primarily by the employee's hire date.

## **SICK LEAVE**

On the first day of the month following employment, Full-Time Regular Benefited and MSP employees will begin accruing 8 hours of sick leave per month. Overtime hours are not used to calculate sick leave credits.

Sick leave is a form of paid time off that is accumulated mainly for the purpose of providing wage replacement due to personal illness. Other approved uses are stated below. Sick leave is not an entitlement to be used for other purposes and misuse of sick leave will result in disciplinary action, including possible termination. Misuse of sick leave is when an employee uses or attempts to use sick leave in a manner not contemplated below.

Sick leave is approved for any of the following uses:

- (a) The diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or a family member when the employee's presence is required and no alternate caretakers are available, or
- (b) For an employee who is a victim of domestic violence, sexual assault, or stalking, to take time off (i) to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of the employee or the employee's child, such as a temporary restraining order, restraining order or other injunctive relief, (ii) to seek medical attention, obtain services from a shelter, program or rape crisis center, (iii) to obtain psychological counseling, (iv) to participate in safety planning, or (v) to take other actions to increase safety from future incidents.

"Family member" means (a) a child, (v) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, (c) a spouse, (d) a registered domestic partner, (e) a grandparent, (f) a grandchild, or (g) a sibling. A "child" includes a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.

Nonexempt employees may use sick leave in one-hour increments when approved by their supervisor. There is no maximum limit on the amount of sick leave that can be accrued for Full Time Regular Benefited and MSP employees. There is no payout for unused sick leave at termination for any classification of employee.

For more information on sick leave/pay for employees who do not fall under the Full Time Regular Benefited or MSP statuses ("non-benefited employees"), please view the Sick Leave Policy for Non-Benefited Employees on the Toro Auxiliary Partners website.

## **TALK SPACE**

Toro Auxiliary Partners Offers digital mental health therapy for Full-Time, Regular Benefited and MSP employee classifications on the first of the month following their hire date. This benefit is Employer Sponsored.

## **VACATION ACCRUAL**

Benefited employees begin to accrue paid vacation the first of the month following date of hire

and accrue vacation according to the accrual schedule included in this handbook. Vacation is not accrued during periods of layoff, unpaid leave or when the employee is not scheduled for certain months of the year. Generally, sick leave cannot be initiated within the time frames an employee is on an approved vacation.

*Vacation Accrual Schedule:*

| YEARS OF FULL-TIME, FULL TIME REGULAR BENEFITED OR MSP SERVICE | ACCRUAL (IN HOURS PER MONTH) | ACCRUAL (IN DAYS PER YEAR) | MAX UNUSED HOURS |
|----------------------------------------------------------------|------------------------------|----------------------------|------------------|
| Up to 3 years                                                  | 6.67                         | 10                         | 160              |
| 3 - 6 years                                                    | 10                           | 15                         | 240              |
| 6 - 15 years                                                   | 13.33                        | 20                         | 320              |
| 15 or more years                                               | 16                           | 24                         | 384              |
| MSP                                                            | 16                           | 24                         | 440              |

Non-exempt employees may use vacation time in one-hour increments when approved by their supervisor and while on approved leave of absence.

Exempt employees may only use vacation time in 8-hour increments when approved by their supervisor and while on approved leave of absence.

Vacation schedules must be coordinated with and approved by the employee's supervisor in advance using the Paychex Time and Attendance System. It should be recognized that in some cases vacations may have to be temporarily deferred, and in some cases, such as to ensure appropriate staffing levels, the scheduling of vacation may be determined by the employee's supervisor.

An employee who terminates employment will be paid all accrued but unused vacation time, consistent with the accrual limitations of this policy.

## **VACATION ACCRUAL MAXIMUM**

Vacation hours accrue up to a maximum number of hours. When an employee's vacation accrual reaches their maximum accrual, additional vacation hours will not continue to accrue until the employee uses vacation time to bring the total accruals below the maximum accrual. There is no retroactive granting of vacation accrual for the period of time the accrued vacation was at the maximum accrual.

## **SECTION 7 EMPLOYEE DEVELOPMENT**

### **EDUCATION REIMBURSEMENT PROGRAM**

Generally, employees employed by the Toro Auxiliary Partners for at least twelve months in a Full Time Regular Benefited or MSP position are eligible to receive benefits under this program. Full Time Regular Benefited or MSP employees paid from contract or grant funds and campus programs are encouraged to participate in the Education Reimbursement Program if funds can be provided by the agency funding the individual contract, sponsored program or grant or if sufficient funds are available through the respective department.

Any employee who is eligible to receive benefits under this program may transfer their benefit to a qualifying dependent. Prior approval to utilize educational reimbursement funds is required. For additional information please contact Toro Auxiliary Partners Human Resources and reference to the Board approved Educational Reimbursement Policy.

### **SEMINARS, LECTURES, TRAINING PROGRAMS**

It is often desirable for employees to attend training programs, seminars, conference, lectures, meetings or other outside activities for the benefit of the Toro Auxiliary Partners and/or the individual employees. Attendance at such activities may be required by the Toro Auxiliary Partners or requested by individual employees. However, attendance will not be considered an officially authorized activity unless prior written approval from the respective supervisor has been provided. To obtain written approval, employees wishing to attend an activity must submit a written request to their supervisor detailing all relevant information, including date, hours, location, cost, expenses, nature, purpose and justification for attendance.

Where attendance is authorized by Toro Auxiliary Partners, customary and reasonable expenses will be reimbursed upon submission of proper receipts and only with prior approval. Customary and reasonable expenses generally may include registration fees, materials, meals, transportation and parking. Reimbursement policies regarding these expenses should be discussed with your supervisor or Toro Auxiliary Partners Business and Finance Department in advance.

Employee attendance for authorized outside activities will be considered hours worked for nonexempt employees to the extent such hours coincide with normal work schedules, and such hours will be compensated in accordance with normal payroll practices.

While Toro Auxiliary Partners encourages employees to improve their job skills and promotional qualifications, such activities are not subject to this program or reimbursement policy unless prior written approval is obtained as discussed above.

## **SECTION 8**

### **PERFORMANCE EVALUATIONS**

#### **PROBATIONARY PERIOD**

The three months (90 days) of employment are considered an initial probationary period and extension of the hiring process. The three-month probation period provides the Toro Auxiliary Partners an opportunity to observe and evaluate the capacity of the employee, which includes the employee's ability to satisfactorily perform the essential functions of their job, and to observe and evaluate the employee's work conduct, including attendance and professional relationship with coworkers and managers/supervisors.

The three-month probationary period is not a term of employment and is not intended, nor does it impact the at-will nature of the relationship between the Toro Auxiliary Partners and the employee. Any employee who satisfactorily completes the probation period remains an at-will employee and is not guaranteed employment for any specific period of time. Employment for all employees at all times is at the mutual consent of the employee and Toro Auxiliary Partners and may be terminated by either the employee or the Toro Auxiliary Partners at will, with or without cause. The Toro Auxiliary Partners may extend the probation period if more time is needed to evaluate the capacity of the employee to satisfactorily perform the essential functions of their job or to observe and evaluate the employee's work conduct.

#### **PERFORMANCE EVALUATIONS**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day to-day basis. For new employees, a check-in review should be conducted after approximately three months of employment. A second check-in review should be conducted after approximately six months of employment. These check-ins are an excellent opportunity to clarify an employee's questions about their job. They give the employee and their supervisor(s) the opportunity to discuss job tasks, encourage and recognize strengths, identify, and correct weaknesses, and discuss constructive, purposeful approaches to meet goals.

Employees will receive performance evaluations according to their employment status. Supervisors will prepare evaluations and discuss the contents of those evaluations with the respective employee. In addition to assessing strengths and challenge areas, the annual evaluation is an opportunity to 1) evaluate and communicate the strengths and weaknesses of an employee's performance, 2) discuss and set future performance goals along with establishing strategies to meet those goals and 3) to determine the appropriate amount of pay increase based on merit or salary studies. Positive performance is expected of Toro Auxiliary Partners employees. Staff employees are given the opportunity to submit a self-evaluation in addition to receiving the supervisor's evaluation.

Full Time Partially Benefited, Part time and/or Student employees may receive performance evaluations at the end of the fiscal year (on or about June 30) or 30 days prior to the summer lay off. Temporary employees do not generally receive a performance evaluation due to the nature of their employment.

If an employee disagrees with any aspect of the performance evaluation, the employee is provided the opportunity to place comments on the evaluation form or request a review of the performance evaluation at the next higher level of supervision within the Toro Auxiliary Partners.

## **SECTION 9**

### **TRAVEL ON TORO AUXILIARY PARTNERS BUSINESS**

#### **TRAVEL**

Written approval from the unit manager and in some cases concurrence from the Chief People and Operations Officer is required in order to travel on Toro Auxiliary Partners business. The Toro Auxiliary Partners Accounting department can provide the proper forms for reporting business related expenses, or a copy of the Toro Auxiliary Partners Travel Policy and these forms and documents are also located on the Toro Auxiliary Partners website.

#### **USE OF PERSONAL VEHICLE**

The Toro Auxiliary Partners insurance policy may not cover damage or liability to personal vehicles used for Toro Auxiliary Partners business. Whenever personal vehicles are used for Toro Auxiliary Partners business, the respective employee is required to complete the Defensive Driving Program, have a valid license and have automobile insurance in accordance with California state laws. Employees are specifically prohibited from driving their personal vehicle for Toro Auxiliary Partners business without the required clearance from Toro Auxiliary Partners HR.

#### **USE OF TORO AUXILIARY PARTNERS VEHICLE**

An employee's motor vehicle record must be checked and cleared through the Toro Auxiliary Partners DMV Pull Notice Program prior to operating a Toro Auxiliary Partners owned vehicle. Employees with a poor driving record are ineligible to drive Toro Auxiliary Partners vehicles. State employees may receive authorization to drive Toro Auxiliary Partners owned vehicles.

#### **USE OF ELECTRONIC COMMUNICATION DEVICE**

Business calls and/or text messages to and from Toro Auxiliary Partners issued cell phones or other portable, electronic devices are business communications and subject to the same restrictions as other Toro Auxiliary Partners communications. Mobile devices are to be used for Toro Auxiliary Partners business only. Information contained on Toro Auxiliary Partners issued devices, including but not limited to email, texts, other messaging services, calendars, geographical/location data are Toro Auxiliary Partners data and may be subject to litigation hold obligations as well as Toro Auxiliary Partners data retention policies.

Because Toro Auxiliary Partners' first priority is the safety of its employees as well as others, employees may not use a cell phone or other device in a manner that impairs the operation of a vehicle while driving on Toro Auxiliary Partners business. Texting while driving is strictly prohibited. Anyone utilizing a cell phone while conducting Toro Auxiliary Partners business while driving a motor vehicle must use a hands-free device. Even if using a hands-free device, California law prohibits individuals from dialing on its keypad or using their hand in any way to activate or deactivate a feature or function on it while driving, for example, to answer a call. The law allows

only a narrow exception for handheld wireless devices that are mounted on a vehicle's windshield, in which case, the driver may make a single swipe or tap with the finger to activate or deactivate a feature or function.

## **COMMERCIAL TRANSPORTATION GUIDELINES**

Transportation expenses consist of charges for commercial carrier fares, private car mileage allowance, overnight and day parking of vehicle, bridge and road tolls necessary taxi, bus or streetcar fares.

## **MEALS AND LODGING**

The actual cost of lodging and no more than the allowable meal allowance as set by the Federal Government will be provided.

## **EXPENSE/TRIP REPORTS**

An employee is eligible to claim appropriate per diem expenses for every 24-hour period of travel status if the travel is more than 25 miles from employee's headquarters.

See the TAP Travel Policy for more information.

## **SECTION 10 LEAVES OF ABSENCE**

### **BEREAVEMENT LEAVE**

All employees who have worked thirty (30) days or more are eligible for unpaid bereavement leave for the death of a family member. An employee may request up to five (5) days of unpaid leave due to the death of an immediate relative. An immediate relative is defined as the employee's spouse, children, parents, siblings, legal guardian, grandparents, grandchildren, or in-laws. If additional time is required or in the event of a death of a family member not included in the definition, employees who wish to take leave to attend the funeral may request vacation or unpaid time off. If an employee requires bereavement leave, his or her supervisor should be notified as soon as practical of the need for leave.

Full Time Regular Benefited and MSP employees may request up to five days of paid bereavement leave. To receive pay, the employee or the supervisor must notify Human Resources of the leave request. If additional time is required or in the event of a family member's death not included in the definition. Employees who wish to take leave to attend the funeral may request vacation or unpaid time off.

### **CIVIL AIR PATROL LEAVE**

Toro Auxiliary Partners provides at least 10 days per calendar year of unpaid Civil Air Patrol leave to an employee responding to an emergency operational mission of the California Wing of the Civil Air Patrol. Civil Air Patrol leave for a single emergency operational mission cannot exceed a period of more than three days, unless an extension of time has been granted by the governmental entity that authorized the emergency operational mission and the extension of the leave is approved by Toro Auxiliary Partners.

### **DRUG AND ALCOHOL REHABILITATION LEAVE**

Toro Auxiliary Partners will provide reasonable accommodations by providing unpaid time off to an employee who voluntarily enters and participates in a drug or alcohol rehabilitation program, as long as it does not impose an undue hardship on the employer. During the leave the employee may use accrued sick leave, vacation time, or personal holiday to receive compensation. The duration of the time off is tied to the duration of the program. Toro Auxiliary Partners will make reasonable efforts to keep information about an employee's treatment private.

### **EMPLOYEE LITERACY EDUCATION ASSISTANCE LEAVE**

Toro Auxiliary Partners will provide reasonable accommodation and assist an employee who reveals a problem of illiteracy to Human Resources and requests employer assistance locating literacy education programs or enrolling in an adult literacy education program, provided that this reasonable accommodation does not impose an undue hardship on the employer. During the leave, the employee may use accrued vacation or personal holiday for payment.

## **EMERGENCY RESPONDER LEAVE**

Toro Auxiliary Partners provides up to 14 days of unpaid leave up to eligible employees who are volunteer firefighters, reserve peace officers or emergency rescue personnel so that such employees may respond to a call to emergency duty (employees so that they may engage in scheduled fire, law enforcement or emergency rescue training).

Employees should notify the company of their status as a volunteer firefighter, reserve peace officer or emergency rescue personnel. Additionally, employees should provide as much advanced notice as practicable of the need for leave under this policy when they are called to emergency service.

When returning from leave under this policy, the employee should provide Toro Auxiliary Partners Human Resources with appropriate written documentation confirming that during the leave the employee was actively engaged in responding to an emergency.

Employees may use accrued, unused paid time off (vacation or personal holiday) for leave taken. The notice and eligibility requirements for any such paid time off will generally apply to an employee's request for use of paid time off under this policy.

On returning from leave under this policy, employees will typically be restored to their positions, or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions.

Employees with questions regarding this leave should contact Toro Auxiliary Partners HR.

## **FAMILY LEAVE (FMLA & CFRA)**

The Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) are unpaid leave of absences available for all employees who meet the minimum requirements. Although there are subtle differences in these two programs, leave under FMLA and CFRA run concurrently at the Toro Auxiliary Partners.

Employees seeking to use family and medical leave are required to provide: (1) thirty (30) days advance notice when the need for the leave is foreseeable, or as soon as possible when the need is unpredictable; (2) medical certification (both prior to the leave and prior to reinstatement); and (3) periodic re-certification and reports to Toro Auxiliary Partners Human Resources during the leave. Any request for an extension of leave must be made at least two weeks prior to the end of the leave.

The primary benefits of taking FMLA/CFRA is that an employee's job is protected for a minimum of 12 weeks and the employee will remain eligible for health care insurance through the Toro Auxiliary Partners' group plans. Family and medical leave is generally unpaid unless available sick

leave or vacation is used to cover some or all of the leave. Other benefits may be integrated when applicable, such as State Disability Insurance.

The Toro Auxiliary Partners maintains group insurance coverage for an employee on family leave for up to a maximum of twelve (12) work weeks, if such insurance is in effect before the leave is taken. Group insurance is maintained on the same terms as if the employee had continued to work. If a leave is approved past the twelve (12) weeks, benefits may be covered if sufficient vacation time is available, to continue the employee's pay while on leave. Vacation or sick leave will not accrue during the unpaid leave and the employee must continue to make any premium contributions that he or she was required to make prior to taking leave.

Premium payments are due monthly and should be made payable to Toro Auxiliary Partners and mailed or delivered to the Human Resources department. If an employee fails to pay his or her portion within thirty (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 fifteen (15) days before coverage terminates and the employees may continue their group insurance through COBRA. 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.

In order to be eligible for leave under FMLA/CFRA, an employee must have worked for the Toro Auxiliary Partners for at least 12 months and must have provided at least 1,250 hours of service during that 12-month period prior to beginning their leave.

Generally, approved reasons for FMLA/CFRA include (1) birth of a child or placement of a child with the employee for adoption or foster care; (2) to care for a spouse, child, domestic partner, parent (includes biological, foster or adoptive parent, a parent-in-law, a stepparent, a legal guardian or other person who stood in loco parentis to the employee when the employee was a child), grandparent, grandchild, sibling, or a "designated person" (defined as any individual related by blood or whose association with the employee is equivalent of a family relationship); (3) or for the employee's own serious health condition if the employee is unable to perform the essential functions of his or her job.

A "designated person" is limited to one "designated person" per twelve (12) month period.

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care in a hospital, hospice, or residential health care facility; or (2) continuing treatment or continuing supervision by a health care provider that also requires an absence from work or other regular daily activities of more than three (3) days.

The maximum combined duration of FMLA/CFRA is 12 weeks in a 12-month period. Computation of the leave period starts with the first date covered after leaves begins.

**IMPORTANT NOTE:** Any employee who does not return to work on or before the expiration of their FMLA, CFRA, ADA, PDL leave and provide supporting documentation prior to the end of the original leave will typically be separated from employment and considered to have voluntarily resigned.

## **LEAVE FOR MILITARY SPOUSES AND DOMESTICS PARTNERS**

Eligible employees may take up to 10 days of unpaid leave during the period the employee's spouse or registered domestic partner is home on leave from deployment during a period of military conflict.

Eligibility requirements for this type of leave are: 1. The employee must be regularly scheduled for work at least 20 hours per week; 2. The employee's spouse or registered domestic partner must (a) be a member of the U.S. Armed Forces, National Guard, or military reserves who has been deployed during a period of military conflict (as defined in California Military Code section 395.10, and (b) if a member of the U.S. Armed Forces, must have been deployed to an area designated as a combat theater or combat zone by the President of the United States.

An employee wishing to take this kind of leave must give Toro Auxiliary Partners advance notice of the leave, within two business days of receiving notice that the spouse or domestic partner will be on leave from deployment. The employee must also submit written documentation of the dates that the spouse or domestic partner will be on leave from military deployment.

## **MILITARY LEAVE**

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and state US Armed Forces the National Guard or the Naval Militia provides rights to military personnel including the right to take military leave, and reemployment and benefit related rights. To verify eligibility under this program, an employee should provide a copy of the military orders and verification the active duty was served. Please contact Toro Auxiliary Partners Human Resources for complete information related to employer and employee requirements for military leave.

## **OCCUPATIONAL DISABILITY LEAVE**

All employees, regardless of classification, are eligible for Workers' Compensation in the event of an occupational injury or illness according to applicable state law. If you experience an occupational injury or illness, you must immediately contact your supervisor or Human Resources Representative to ensure proper and timely medical care. Your supervisor or Human Resources Representative will arrange for first aid, emergency care or other medical care as is necessary based on your injury or illness. Toro Auxiliary Partners can designate that you be treated by a specific medical provider for up to thirty (30) days following the date of injury or illness, or as otherwise required by state law.

Your supervisor or Human Resources Representative will file the appropriate State Report of

Injury. Once your claim for Workers' Compensation benefits is approved by the Company's Workers' Compensation insurance carrier or the applicable state agency, you will be eligible for reimbursement of your medical expenses incurred because of the injury or illness and compensation as determined by state law if you are absent from work for an extended period of time.

You may supplement your state Workers' Compensation benefit by using any accrued paid time off including sick leave, personal floating holidays and/or vacation during your occupational disability leave, not to result in your receiving more than one hundred (100) percent of your gross base salary.

During an occupational disability leave, you must pay your insurance premium contributions to continue participation in the Toro Auxiliary Partners benefit plans. It is your responsibility to confirm if your premium contributions may be continued through payroll deduction or if you will need to make alternative arrangements for payment. Please contact your Human Resources Representative or Payroll office. Toro Auxiliary Partners service, vacation, sick leave, personal floating holidays and any other benefits that are based on length of service will continue to accrue during an approved disability leave of absence. If a designated holiday occurs while you are on occupational disability leave, it will not be paid to you.

The Toro Auxiliary Partners deserves the right to inquire periodically as to the date of your return to work and you are required to provide an updated Certification to confirm your continued inability to return to work due to your disability.

When you are able to return to work, you are required to give the Toro Auxiliary Partners at least one (1) weeks' notice by contacting your Human Resources Representative and mailing to him/her a doctor's certificate stating that you are physically able to return to the position that you held immediately prior to your disability leave with or without reasonable accommodation. This notice is important so that your return to work is properly scheduled.

## **ORGAN OR BONE MARROW DONOR**

An employee desiring to donate bone marrow or an organ to another person may use up to 5 days of paid sick or vacation time for bone marrow donations, assuming they have such time available for use. Up to 30 paid days are available to an employee for an organ donation, assuming they have such time available for use. Please discuss your specific situation with Toro Auxiliary Partners Human Resources prior to making any medical arrangements as restrictions do apply. This section is not intended to interfere with or supersede any employee rights under FMLA/CFRA.

## **PAID FAMILY LEAVE (PFL)**

Paid Family Leave (PFL) is a benefit provided through the California Employment Development Department (EDD). Benefits from this program are designed to assist an employee with balancing workplace demands and family care needs and covers all employees who are covered by State Disability Insurance. PFL has qualifying requirements and does not offer job protection at Toro Auxiliary Partners. This program pays a portion of the employee's weekly salary for up to six weeks within a 12-month period. Contact the Toro Auxiliary Partners Human Resources Department for more information on this program or visit the EDD website.

## **PERSONAL LEAVE**

A request for unpaid personal leave may be submitted in written form to the respective manager for consideration. Attendance records, length of employment, and needs of the department, among other factors, will be considered on a case-by-case basis in determining approval or denial of such requests. The completion of a "Request for Leave of Absence" form is required and must be submitted to Toro Auxiliary Partners Human Resources for final review and approval.

## **PREGNANCY DISABILITY LEAVE (PDL)**

An employee is eligible for Pregnancy Disability Leave (PDL) from her first day on the job. However, for an employee to take leave under the Family Medical Leave Act (FMLA) concurrently with PDL, she must have worked at least 1,250 hours in the past 12 months. California Family Rights Act (CFRA) may be taken after PDL has been exhausted. Under PDL the disability period begins the first day the employee is unable to perform the regular or customary work – similar to FMLA and CFRA.

The Toro Auxiliary Partners Human Services Department will explain eligibility and conditions of leave as well as how State Disability Insurance might be a benefit to an employee using PDL. In all cases, it is prudent to discuss your specific situation with the Toro Auxiliary Partners Human Services Department.

## **PREGNANCY ACCOMMODATION STATEMENT**

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 (a) 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 (b) the request can be reasonably accommodated by Toro Auxiliary Partners. 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.

Toro Auxiliary Partners 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.

Toro Auxiliary Partners will provide nursing mothers with a private lactation room or office space and additional break time for the purpose of expressing milk. The lactation room shall be in close proximity to the employee's workspace, shielded from view, and free from intrusion while the employee is expressing breast milk. Please contact Human Resources for a list of lactation stations on campus.

The lactation room or office space will be safe, clean, and free of hazardous materials, contain a surface to place a breast pump or personal items, contain a place to sit, and have access to electricity. Employees can use their regular rest breaks for this purpose. Employees who need a different or additional time should make arrangements with their supervisor. Regular rest break time used for expressing breast milk will be paid, but where additional time off is provided as special accommodation, that time may be unpaid.

### **SCHOOL RELATED PARENTAL LEAVE**

A parent, a grandparent (with legal custody) or a guardian may take up to 40 hours off per year, but no more than eight hours per month to participate in activities at his or her child's school (grades K-12), including a day care facility, or to address a childcare provider or school emergency, if the employee provides the employer with reasonable notice. This time off may not be counted against an attendance policy or otherwise held against the employee.

The employee shall utilize existing vacation, personal leave, or compensatory time off for purposes of the planned absence in effect on that date. The employee, if requested by the supervisor or Human Resources, shall provide documentation from the school or licensed childcare provider as proof that he or she engaged in child-related activities permitted in subdivision (a) on a specific date and at a particular time. For purposes of this subdivision, "documentation" means whatever written verification of parental participation the school or licensed childcare provider deems appropriate and reasonable.

For purposes of this section, the following terms have the following meanings:

"Parent" means a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, a child.

"Childcare provider or school emergency" means that an employee's child cannot remain in a school or with a childcare provider due to one of the following: a) The school or childcare provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or childcare provider. b) Behavioral or discipline problems. c) Closure or unexpected unavailability of the school or childcare provider, excluding planned holidays. d) A natural disaster, including, but not limited to, fire, earthquake, or flood.

## **STATE DISABILITY INSURANCE (SDI)**

Employees requiring a leave of absence for a medical disability must notify the Human Resources office. Employees on medical disability leave for eight or more consecutive calendar days may be eligible for California State Disability Insurance (SDI) benefits. Employees must apply directly to the state for these benefits. SDI does not provide additional leave, job protection, or reinstatement rights beyond those provided by our policies or by applicable state or federal law.

## **VICTIMS OF CRIME LEAVE**

An employee who is a victim, or who is the family member of a victim, of a violent felony or serious felony may take time off from work under the following circumstances: the crime was a violent or serious felony (as defined by law), or when the employee is the victim of a crime, or when an employee is an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. An immediate family member is defined as a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

## **VICTIM OF DOMESTIC VIOLENCE LEAVE**

The Victims of Domestic Violence Employment Leave Act provides an unpaid leave of absence of up to 12 weeks for employees who are victims of domestic violence. In order for eligibility under this program, an employee must have been involved in a judicial action, such obtaining restraining orders, or appearing in court to obtain relief to ensure the employee's health, safety, or welfare, or that of the employee's child.

To take leave under this policy an employee must provide notice and certification to the Toro Auxiliary Partners Human Resources Department by one of the following methods:

- a) a police report indicating that the employee was a victim of domestic violence.
- b) a court order protecting or separating the employee from the perpetrator of an act of domestic violence.
- c) other evidence from the court or prosecuting attorney that the employee appeared in court.
- d) documentation from a medical professional, domestic violence advocate, health-care provider, or counselor indicating the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

The Toro Auxiliary Partners Human Resources Department will explain eligibility and conditions of leave on an individual basis.

## **VOTING**

An employee may only be entitled to leave to vote in a statewide election. This would exclude elections where only local or municipal candidates or ballot measures are at issue, and the

election is being held only in certain cities or counties. It would, however, include primary elections, as long as the elections are statewide.

An employee who lacks sufficient time outside of working hours to vote in a statewide election, you may take work time off to vote. Such time off shall be taken at the beginning or the end of your regular work schedule. Under these circumstances, you will be allowed a maximum of two (2) hours on Election Day without loss of pay. Voting time off should be requested at least two (2) days before the time is needed.

### **WITNESS SUBPOENA**

If an employee is subpoenaed as a witness for The California State University System, any of the 23 CSU campuses, or the Toro Auxiliary Partners, the employee is paid their regular salary. If an employee is subpoenaed as a witness for the Toro Auxiliary Partners, all court fees (except travel and/or subsistence) received by the employee are to be reimbursed to the Toro Auxiliary Partners. When an employee is requested to appear in court for personal reasons, vacation leave must be used for the time off.

### **CONTINUATION OF MEDICAL, DENTAL AND VISION INSURANCE**

At the beginning of a leave of absence, a Toro Auxiliary Partners Human Resources representative will explain options for continuance of medical, dental and vision insurance. Refer to Section V, Coordination with Workers' Compensation or State Disability Insurance (SDI) payments.

### **COBRA**

COBRA provides eligible employees and certain family members the right to continue health care coverage at their expense under the Toro Auxiliary Partners' group health plans. The right to continue such coverage will arise when specific events occur that would normally result in the loss of coverage. Such qualifying events include the resignation, termination, divorce or legal separation, end of child dependent status, death of an employee, or a reduction in an employee's hours. Please discuss your specific situation with Toro Auxiliary Partners Human Resources.

## **SECTION 11**

### **TERMINATIONS AND REDUCTIONS IN WORK FORCE**

As stated elsewhere in this policy, all employment with the Toro Auxiliary Partners is at-will and can be terminated at any time, with or without cause or prior notice by either the employee or the Toro Auxiliary Partners.

#### **LAYOFF (REDUCTIONS IN WORK FORCE)**

Under some circumstances Toro Auxiliary Partners may need to restructure or reduce its workforce. If it becomes necessary to restructure our operations or reduce the number of employees, Toro Auxiliary Partners will provide advance notice, if possible, to help minimize the impact on those affected. Generally, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, if applicable.

In determining which employees will be subject to layoff, the Toro Auxiliary Partners will take into account, among other things, unit operational requirements, the skill of each individual impacted, their respective productivity, ability and past work performance, and where feasible, the employee's length of service.

#### **SEASONAL/TEMPORARY EMPLOYMENT LAYOFF**

During the summer, extended break periods and other times employees may be placed on "temporary layoff." These layoffs are based on work available, unit operational requirements, the skill of each individual impacted, their respective productivity, ability and past work performance, and where feasible, the employee's length of service.

Benefits will not be continued during seasonal/temporary layoffs; however, employees do have the option to enroll in COBRA. Accrued vacation time and personal holiday may be used during periods of temporary layoff. Vacation time or sick leave does not accrue during periods of layoff.

#### **JOB ABANDONMENT**

Failure to report to work on any scheduled day or during any scheduled period is unacceptable, and unless later excused, will result in disciplinary action. An absence of 3 scheduled workdays or more constitutes job abandonment and is considered a voluntary resignation unless the employee is able to provide an acceptable explanation.

All Toro Auxiliary Partners owned property, keys, uniforms, identification badges, parking permits, etc. must be returned immediately upon separation of employment or upon request.

## **RESIGNATIONS**

The Toro Auxiliary Partners requests a written notice of resignation be provided to an employee's supervisor at least two weeks before their last day of work. The notice should state the last day the employee will be working and the reason for leaving.

All Toro Auxiliary Partners owned property, keys, uniforms, identification badges, parking permits, etc., must be returned on the last day of employment or sooner if requested by the Toro Auxiliary Partners.

## **RETURNING EQUIPMENT**

Employees leaving TORO AUXILIARY PARTNERS must return picture identification, office keys, corporate credit cards, company manuals and all other TORO AUXILIARY PARTNERS property issued during employment. Employees should remove any personal items from the worksite on their last day. Personal items left in the workplace may be subject to disposal.

## **FINAL PAYCHECK**

Final paychecks will reflect hours worked and any unused vacation time. Unused sick hours will not be paid. If there are unpaid obligations to TORO AUXILIARY PARTNERS, the final paycheck will reflect the appropriate deductions and will be given on the last day of work.

## **SECTION 12**

### **WORKPLACE CONSIDERATIONS**

#### **SMOKE FREE WORKPLACE**

Smoking or use of other tobacco products, including vaping is prohibited in all Toro Auxiliary Partners facilities, in all state buildings and all vehicles where a Toro Auxiliary Partners' employees work or ride. The University and other campus entities follow this smoke/tobacco free workplace policy and smoking, or use of other tobacco products is limited to areas outside campus vehicles and buildings, and at least twenty (20) feet from doorways and air intakes.

#### **ILLNESS AND INJURY PREVENTION PROGRAM**

Every employee is responsible for the safety of him/herself as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. To help promote the concept of a safe workplace, Toro Auxiliary Partners maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program (IIPP) is available for review by employees in each work location and is posted under the Human Resources section of the Toro Auxiliary Partners' website.

Any work-related injury, illness, or unsafe condition must be reported to the employee's supervisor and Toro Auxiliary Partners Human Resources immediately. Unless it is an emergency, a "Medical Service Order" signed by the supervisor and/or Toro Auxiliary Partners Human Resources must be taken to the medical facility in order to receive treatment.

To return to work the employee must have a release from a physician and must follow any work restrictions until authorized to return to full duty. The employee is expected to keep the Toro Auxiliary Partners Human Resources Department informed of the progress of the injury.

#### **DRUG FREE WORKPLACE AND DRUG AND ALCOHOL ABUSE PROGRAM**

The Toro Auxiliary Partners has a vital interest in maintaining safe and efficient working conditions for its employees and ensuring that all Toro Auxiliary Partners vehicles are properly maintained and operated in a safe manner. Consequently, the Toro Auxiliary Partners is concerned about the use of alcohol or illegal drugs as it affects the workplace and as it reflects upon the Toro Auxiliary Partners. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety and health, and poses a significant danger to the welfare and safety of other employees and the public. The Toro Auxiliary Partners is committed to providing an alcohol and drug-free environment and encourages our employees to voluntarily seek help with drug and alcohol problems.

The purpose of the Toro Auxiliary Partners' Drug-Free Workplace Policy is to establish a drug-free workplace, assure employee fitness for duty, and to protect our employees, the public, and Toro Auxiliary Partners property from the risks posed by the use of alcohol or drugs in the workplace

and to protect the reputation of the Toro Auxiliary Partners as an organization that respects the law.

All employees must review the Drug-Free Workplace Policy posted on the Policies page of the Toro Auxiliary Partners website. As part of the employee handbook acknowledgement process, employees will be required to certify that they understand that they must be aware of and comply with the Drug-Free Workplace Policy.

## **SOLICITATION AND DISTRIBUTION OF LITERATURE**

In order to ensure efficient operation of our business and to prevent disruption to employees, it is necessary to control solicitations and distribution of literature on the campus. The Toro Auxiliary Partners has established rules applicable to all employees governing solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor immediately.

No employee shall solicit or promote support for any cause or organization, except the CSU or any of its auxiliary organizations, during their working time or during the working time of the employee or employees at whom such activity is directed.

Non-employees are not permitted to solicit or to distribute written material for any purpose on Toro Auxiliary Partners managed property unless approved by the Chief People and Operations Officer.

The above policy does not apply to activities permitted under the National Labor Relations Act.

## **KEYS**

Employees must follow security policies and procedures regarding all keys issued to them. The loss or misplacement of a key must be reported immediately. On the last day of employment, an employee must return all keys to Physical Plant and show proof of return (physical plant should sign Separation Checklist) to Toro Auxiliary Partners Human Resources.

## **PARKING PERMITS**

Employees working in the capacity of staff are permitted to purchase a parking permit from CSUDH Cashier department upon hire and/or during the parking permit renewal period. CSUDH Under grad and grad students hired in the classification of student employment are prohibited from purchasing or possessing a staff parking permit and must purchase a student parking permit, no exceptions.

## **PHOTO IDENTIFICATION**

Toro Auxiliary Partners Staff employees, with the exception of temporary status employees, are eligible to receive a CSUDH ID card. Interested employees should submit an ID Card Request form to Toro Auxiliary Partners Human Resources.

## **PROPERTY, SECURITY, PRIVACY AND SEARCHES POLICY**

Desks, storage areas, work areas, lockers, file cabinets, credenzas, all computer systems, office telephones, certain cell phones such as those provided by Toro Auxiliary Partners, transmission radios, modems, facsimile machines, duplication machines, and Toro Auxiliary Partners owned vehicles are the Toro Auxiliary Partners' property and must be used and maintained according to this policy. All such areas and items must be kept clean and are to be used only for work purposes except as provided in this policy. The Toro Auxiliary Partners reserves the right, at all times, and without prior notice, to inspect and search any and all Toro Auxiliary Partners property for the purpose of determining whether this policy or any other Toro Auxiliary Partners policy has been violated or whether such inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. Such inspections may be conducted during or after business hours and in the presence or absence of the employee. At least two employees must be present during any inspection.

The Toro Auxiliary Partners' computer systems and other technical resources, including any voicemail, email, or Internet access, cell phones, tablet's, smart devices, and the like, are provided for the use in the pursuit of the Toro Auxiliary Partners' business and are to be reviewed, monitored and used only in that pursuit, except as provided in this policy. As a result, computer data, voicemail and email are readily available to numerous people. If, during this course of your employment, you perform or transmit work on the Toro Auxiliary Partners' computer systems or other technical resources, your work may be subject to the investigation, search and review of others in accordance with this policy. In addition, any electronically stored communications that you either send to or receive from others may be retrieved and reviewed where such investigation serves the legitimate business interests and obligations of Toro Auxiliary Partners.

The Toro Auxiliary Partners recognizes that employees may occasionally find it necessary to use the Toro Auxiliary Partners' telephones for personal business. Such calls must be kept to a minimum and must be made only during break or lunch periods.

All personal calls out of the local zone area and out-of-state telephone calls must be reported to your supervisor in a timely manner and charges remitted promptly. Each individual unit may have more specific policies or procedures in addition to this general policy.

Employees of Toro Auxiliary Partners are not permitted to use Toro Auxiliary Partners' equipment for non-Toro Auxiliary Partners purposes without permission from their direct supervisors. The employee has no right of privacy as to any information or file maintained in or on the Toro

Auxiliary Partners' property or transmitted or stored through the Toro Auxiliary Partners' computer systems, voicemail, email, Internet access or other technical resources. For purposes of inspecting, investigating or searching employee's computerized files or transmissions, voicemail, or email, Internet access or any other technical resources, the Toro Auxiliary Partners may override any applicable passwords or codes in accordance with the best interests of the Toro Auxiliary Partners, its employees, its clients, customers, visitors, all Toro Auxiliary Partners documents and communications are the property of the Toro Auxiliary Partners and may be reviewed and used for purposes that the Toro Auxiliary Partners considers appropriate.

Only Toro Auxiliary Partners employees may access files or programs, whether computerized or not, that they have permission to enter. Prior authorization must be obtained before any Toro Auxiliary Partners property may be removed from the premises. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, or other property of the Toro Auxiliary Partners, or improper use of information obtained by authorized or unauthorized means, may be grounds for disciplinary action, up to and including discharge.

#### **VOICEMAIL, EMAIL AND COMPUTER DATA STORAGE SYSTEMS**

The following are guidelines for all computer equipment including voicemail, email, computer systems usage and other electronic equipment, as well as an advisory concerning Toro Auxiliary Partners' access to and disclosure of messages and information stored on these systems.

All above listed equipment used by Toro Auxiliary Partners is provided solely to further the Toro Auxiliary Partners' business operations in conjunction with California State University, Dominguez Hills. These systems and the information stored thereon are owned and belong to the Toro Auxiliary Partners.

By using the employer's network and computer systems, employees provide their consent to have activity and accounts accessed, monitored, reviewed, recorded and stored without notice.

Although employee passwords may be used for company-oriented security reasons, the use of such passwords is not intended to assure employees that communications generated by or stored on these systems will be kept confidential. Toro Auxiliary Partners maintains the right to access these systems and to retrieve information stored thereon at any time, and all employee passwords must be made known to Toro Auxiliary Partners upon demand. Passwords/pass codes are the property of Toro Auxiliary Partners and should be kept in the appropriate language. These systems should not be used for personal communications.

Once again, employees should keep in mind that messages and all other data stored on the Toro Auxiliary Partners' voicemail, email and computer systems is subject to access by the Toro Auxiliary Partners at any time and is not to be considered confidential or private. We ask you to exercise good judgment in using these systems Toro Auxiliary Partners may access the computer network and systems and review communications within the system in order to

maintain the system, investigate possible misuse, assure compliance with software copyright laws, comply with legal and regulatory requests for information, and any other purpose deemed appropriate by Toro Auxiliary Partners. Employees should not expect the use of the Toro Auxiliary Partners electronic communications to be private. Employees will not be given notice when Toro Auxiliary Partners accesses electronic communications. Toro Auxiliary Partners will not monitor employees for any unlawful purpose including monitoring, or giving the impression of monitoring, employee union activity and protected concerted activity under Section 7 of the National Labor Relations Act (NLRA).

The appropriate use of the Toro Auxiliary Partners' voicemail, email, computer systems and other electronic equipment are as follows:

Voicemail, email messages, as well as other computer-stored data, are considered business records and can be subpoenaed (and electronically retrieved, even after you "delete" them). Therefore, nothing should be included in a voicemail or email message that you would not consider putting in a memo format.

Employees should exercise good judgment in the use of email distribution lists; these lists are developed for the convenience of the addresses and unnecessary or frivolous messages should not be sent.

Although it is not possible to provide an exhaustive list of all types of misuse of company property, the following are some examples of which company property must not be used. Misuse of company property is not limited to the examples provided below:

- Any illegal, discriminatory, threatening, harassing, bullying, hostile, abusive or offensive comments.
- Anything in conjunction with an employees outside business endeavors or sales of any product or outside service (home products, cosmetics, etc.) or any activity that is inconsistent with Toro Auxiliary Partners goals and mission statement.
- Anything in conjunction with commercial ventures, religious or personal causes or other similar non-job- related solicitations.
- Anything relating to such materials considered obscene, in poor taste, sexual, racial, pornographic, including downloading or forwarding of same.
- Messages relating to defamatory remarks.
- Messages related to politics.
- Messages or other communications violating a company policy or contrary to supervisory instructions.
- Gossip, including personal information about yourself or others, or forwarding messages under circumstances likely to embarrass the sender.
- Personal announcements (items for sale, requests for roommates, etc.), or other non-business-related communications.

Any violations of these guidelines for use or other provisions of this policy may result in disciplinary actions, up to and including possible termination.

As previously noted, the Toro Auxiliary Partners' voicemail, email, computer systems and other electronic equipment are provided to facilitate the conduct of its business. All messages and other communications generated through and/or stored on these systems are considered business records. Employees who use the voicemail, email, and/or computer systems should understand that information stored on these systems cannot be considered confidential or private. Indeed, Toro Auxiliary Partners reserves the right to access any voicemail, email and other computer-stored information at any time in the service of its legitimate business interests.

Employees should understand that the "delete" function of the Toro Auxiliary Partners' voicemail, email and/or computer systems does not necessarily make the message or other information disappear. While deletions may occur at the user level, copies may remain on one of the system back-up files.

Under certain conditions, employees will need to communicate with clients and other external users via voicemail, email and/or on the Internet. Employees are cautioned to exercise an additional level of discretion and sound judgment when communicating with third parties via these systems.

## **SECTION 13**

### **STANDARDS OF CONDUCT**

All Toro Auxiliary Partners employees are subject to the Toro Auxiliary Partners Code of Conduct, posted on the Toro Auxiliary Partners website and the additional standards described in this section.

#### **PERSONAL STANDARDS**

Each employee is a representative of Toro Auxiliary Partners. It is important for employees to use common sense in their dress and appearance, and they are expected to present a positive and professional image during business hours. Each employee must report to work properly groomed and wearing appropriate business clothing in a manner that is consistent with their responsibilities. Clothing should be neat and clean. Avoid clothing that might create a safety hazard, is a distraction in the workplace, or is offensive to others.

In some positions, uniforms or standard work clothes are required. Uniforms furnished by the Toro Auxiliary Partners are not for use outside of the work area. Unit managers may develop more specific guidelines consistent with their operation.

If an employee report to work with inappropriate attire or does not meet the grooming standards, unit managers have the obligation to take the necessary steps to correct those deficiencies. An example of a necessary step is for the manager to ask the employee to change into acceptable attire. In this example, an employee may be required to go back home, change into acceptable work attire, and then return to work. Under such circumstances, employees may not be compensated for their time away from work.

If an employee is in dispute with the unit manager's determination, the employee may appeal to the Chief People and Operations Officer for a final determination.

The Toro Auxiliary Partners will make reasonable accommodations on the basis of religious dress and grooming practices. Employees may dress consistent with their gender identity and expression.

#### **CUSTOMER RELATIONS**

Toro Auxiliary Partners exists to provide services to campus customers. All employees are expected to be polite, courteous, professional, prompt and attentive to every customer. In addition, employees are to be polite, courteous, professional toward colleagues in the presence of mutual customers or campus constituents whether in person or in writing.

Our customers are defined as students, employees of the University, the general public and co-

workers of the Toro Auxiliary Partners. When a situation arises where the employee does not feel comfortable or capable of handling any problems that might arise, the supervisor should be contacted immediately. See the Toro Auxiliary Partners Code of Conduct for additional information.

## **REPORTING ABSENCES OR TARDINESS**

Generally, an employee's supervisor will provide instructions for reporting absences according to procedures established by the respective department. If an employee is unable to report to work, or when an employee expects to be late, that employee must notify their supervisor, or notify the person the supervisor has designated to receive such calls. Such notice should be given as far in advance as possible so that the supervisor can obtain a replacement or reschedule the department's work.

Employees also must inform their supervisor of the reason for and expected duration of any absence. In those rare cases when an employee is unable to reach their immediate supervisor, they should contact their supervisor's boss, and when the employee cannot contact that person, the employee should immediately contact the Toro Auxiliary Partners Human Resources Department.

Unforeseen absences due to emergency or other uncontrollable circumstances must be reported as soon as possible along with an estimate of when the employee expects to return to work. In cases where more than one day absence occurs, an employee is required to provide a daily status to their supervisor. For absence of three days or more are required to contact Human Resources in request for a leave of absence.

Planned absences must be arranged in advance and approved by your supervisor. All absences are subject to supervisory approval.

Instances of failure to call-in may be grounds for corrective discipline and can result in termination of employment. If an employee fails to report for work without any notification to the employee's supervisor for a period of three consecutive working days, the Toro Auxiliary Partners will consider that employee as resigned without notice as of the close of the business on the third day unless employee is able to provide an acceptable explanation.

A verification of illness or appointments may be required if, in the opinion of the supervisor, absenteeism is excessive or questionable.

## **ATTENDANCE AND PUNCTUALITY**

As an employee of Toro Auxiliary Partners, each employee is expected to be punctual and to have regular attendance. Punctuality and dependability are of prime importance to the efficient operation of Toro Auxiliary Partners. Whenever employees are late or absent, the functions of the department cannot continue with the same degree of efficiency that would be possible if

every employee were on time and at work. Absenteeism and tardiness place a burden on other employees and are generally disruptive. If you cannot avoid being late to work or are unable to work as scheduled, you must call and report your absence to your supervisors at least fifteen (15) minutes before the start of your schedule. It is not acceptable to ask a receptionist or co-worker to report your absence to your supervisor.

Employees are expected to report to work fully prepared for their job duties. Employees are also expected to remain at work for their entire work schedule, except for meal and rest periods or when required to leave on authorized Toro Auxiliary Partners business.

Excessive absenteeism (unexcused) may be grounds for corrective discipline and/or up to and including termination of employment. Each situation of excessive absenteeism or tardiness shall be evaluated on a case-by-case basis.

### **CONFIDENTIALITY/TRADE SECRETS**

Those employees having access to confidential information, including, but not limited to, financial information, employee data, and trade secrets have an obligation to safeguard all such information obtained in connection with their employment. Each employee is responsible to safeguard such information and in no way reveal or divulge any such information except when it is necessary to do so in the performance of their job duties or employee disclosure required by law. Access to confidential information and trade secrets should be on a "need-to-know" basis and must be authorized by management. It is each individual's responsibility to take due care in securing confidential information and trade secrets. Any attempts of bribery must be reported immediately to Toro Auxiliary Partners Human Resources. Any breach of this practice can lead to disciplinary action including termination of employment.

### **CONFLICT OF INTEREST**

Situations of actual or potential conflict of interest are to be avoided by all employees. Any type of involvement with a competitor, supplier or subordinate employee of the Toro Auxiliary Partners, which impairs an employee's ability to exercise good judgment on behalf of the Toro Auxiliary Partners, creates an actual or potential conflict of interest.

An employee involved in any of the types of relationships or situations described in this policy which creates a real or perceived conflict of interest should immediately and fully disclose the relevant circumstances to their immediate supervisor, or any other appropriate supervisor, for a determination as to whether a potential or actual conflict exists. If an actual or potential conflict is determined, Toro Auxiliary Partners may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action including termination of employment.

The California Education Code (§89006) has specific requirements for employees of an auxiliary organization regarding conflict of interest. It is unlawful for any person to utilize any information,

not a matter of public record, that is received by that person by reason of his or her employment by, or contractual relationship with, the trustees, the California State University, or an auxiliary Organization of the California State University, for personal pecuniary gain, not contemplated by the terms of the employment or contract, regardless of whether the person is or is not so employed or under contract at the time the gain is realized. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision, which may result in a personal gain for that employee or a relative as a result of the Toro Auxiliary Partners' business activities.

All management and other employees that have been designated as in positions of decision-making authority related to Toro Auxiliary Partners business activities, are required to annually review the applicable portion of the California Education Code and attest that they do not have any conflicting financial interests.

If an employee, as defined in this policy, suspects that they have a conflict of interest with Toro Auxiliary Partners business activities, then they will immediately disclose the circumstances to Toro Auxiliary Partners Human Resources. The Chief People and Operations Officer will review all reported conflicts of interest. The Chief People and Operations Officer will issue a decision that defines what activities are permissible, not permissible and any special conditions that must be met. The Chief People and Operations Officer will inform the Toro Auxiliary Partners' Executive Committee of all reviews and decisions relative to conflict of interests. An employee may appeal a conflict-of-interest review and decision to the Executive Committee of the Toro Auxiliary Partners Board of Directors. In the event that the conflict cannot be resolved in a manner compliant with the California Education Code, the employee shall be subject to disciplinary action, up to and including discharge. If the Chief People and Operations Officer has a conflict of interest with Toro Auxiliary Partners' business activities, he/she will disclose the circumstances to the Chair of the Toro Auxiliary Partners Board of Directors.

See the Toro Auxiliary Partners Code of Conduct and Employee Conflict of Interest Statement for additional information.

## **PROHIBITED CONDUCT**

Like all organizations, Toro Auxiliary Partners requires basic order and discipline to succeed and to promote efficiency, productivity and cooperation among employees. For this reason, it may be helpful to identify some further examples of types of conduct that are impermissible and that may lead to disciplinary action, including termination of employment. Although it is not possible to provide an exhaustive list of all types of impermissible conduct and performance, the following are some common examples. Prohibited conduct is not limited to the examples provided below:

- Theft, dishonesty, including fraudulent or destructive use of Toro Auxiliary Partners or University property.
- Fraud in securing Toro Auxiliary Partners employment.
- Timecard fraud; recording time incorrectly, clocking in or out from unapproved locations.

- Falsification of time records or any business-related transactions.
- Repeated failure to adhere to Toro Auxiliary Partners policies and procedures.
- Falsification of individual's application required by the Toro Auxiliary Partners.
- Conviction of a misdemeanor or felony that is deemed job-related.
- Unsatisfactory performance.
- Reading, reviewing, storing confidential correspondence not intended for employee use.
- Openly refusing work that has been assigned by a supervisor.
- Dismissive, aggressive, and/or demanding forms of communication towards colleagues, customers, and/or supervisors.
- Excessive or unauthorized absences or tardiness.
- Insubordination (failure to recognize or accept the authority of a manager or administrator).
- Fighting, intimidating, threatening other persons or provoking such action.
- The use of bullying behaviors and tactics whether in writing or in person.
- Physical or mental unfitness for the position.
- Unsafe or hazardous work actions.
- Violation of unit or Toro Auxiliary Partners policies or procedures, including, but not limited to the Code of Conduct.
- Bearing firearms or other weapons while on campus.
- Making threats or engaging in violent activities.
- Abuse of leaves of absence or other time off.
- Reporting to work intoxicated or under the influence of non-prescribed drugs.
- Failing to maintain the confidentiality of Toro Auxiliary Partners, its employees, agents or customers.
- Failure to follow Toro Auxiliary Partners' policies as outlined in this Handbook or any newly instituted policies.
- Any action that affects the welfare of other employees or the service of Toro Auxiliary Partners.

It should be remembered that employment continues only with the mutual consent of the employee and the Toro Auxiliary Partners. Accordingly, either the employee or Toro Auxiliary Partners can terminate the employment relationship at will, at any time, either with or without cause or advance notice.

## **DISCIPLINARY ACTION**

Toro Auxiliary Partners supports the use of progressive discipline to address conduct issues such as poor work performance or misconduct, to encourage all employees to become more productive and to conform their behavior to standards and expectations.

The Toro Auxiliary Partners may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including termination of employment. Use of progressive discipline in no way limits or alters the at-will employment relationship.

The Toro Auxiliary Partners reserves the right to determine the appropriate level of discipline for any inappropriate behavior and/or violation of any policy, including, but not limited to demotion, verbal and written warning(s), suspension with or without pay, and discharge/termination. Each situation will be dealt with on an individual basis.

## **BUSINESS CONDUCT AND ETHICS**

Staff must not ask for or encourage the giving of any form of gift or benefit in connection with the performance of their duties. Receipt of gifts can be perceived as an inducement to act in a particular way, thus creating a real or apparent conflict of interest. However, a staff member may, of course, give or accept an occasional gift of nominal value, which is offered in accordance with social or cultural practice.

No employee may accept a personal gift or gratuity having a value of more than \$50 from any vendor, supplier or other person doing business with the Toro Auxiliary Partners as it may give the appearance of influence regarding their business decision, transaction or service. Employees who may receive premiums, samples or free specials as a result of buying or business activities are required to turn such items over to their unit manager for disposition.

Expenses paid by such persons, vendors or suppliers for business meals, trips or any other item of value should be discussed with Toro Auxiliary Partners senior management in advance of receipt.

Vendors, suppliers and all other persons doing business with the Toro Auxiliary Partners should be advised of this policy against the receipt of gifts or gratuities.

## **DRESSCODE AND PERSONAL APPEARANCE**

It is Toro Auxiliary Partners policy that each employee's dress, grooming and personal hygiene be appropriate to the work situation. Employees are expected to report to work well groomed, clean and dressed according to the requirements of the position. Toro Auxiliary Partners reserves the right to determine the propriety of an employee's attire. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your supervisor or manager for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire. Toro Auxiliary Partners observes casual days on Fridays, although casual attire may not be appropriate for employees who have contact with off-campus visitors and customers. Casual dress does not include ripped or torn clothing, t-shirts with suggestive messages, halter tops, bare midriffs or shorts.

## SOCIAL MEDIA

Toro Auxiliary Partners acknowledges the growing popularity of social media as a means for sharing experiences, ideas and opinions. TORO AUXILIARY PARTNERS also strives to protect itself, its employees, and those with whom we do business from the improper or unlawful use of social media. For purposes of this policy, the phrase “Social Media” refers to any type of internet-based media created through social or group interaction, where individuals primarily produce – rather than consume – the content. Examples of social media include social and professional networking websites (Facebook, Instagram, TikTok, LinkedIn), blogs (Twitter, industry blogs), video and image sharing websites (YouTube, Flickr, Pinterest), location-sharing websites (foursquare), consumer review websites (Yelp), virtual worlds (Second Life), and social bookmarking websites (Reddit).

The lack of reference to a specific Social Media website in this policy does not limit the extent or application of this policy. This policy applies to all employees of Toro Auxiliary Partners during both working and non-working hours, and regardless of whether the employee is using Toro Auxiliary Partners’ or the employees’ computers, network, internet access, equipment, or technology. Employees must understand that Toro Auxiliary Partners’ other employee relations policies – including but not limited to its harassment, discrimination, standards of conduct, and confidentiality policies – apply to online conduct including the use of social media. Keep in mind that an employee’s online conduct that violates Toro Auxiliary Partners’ policy, that adversely affects your or your fellow employees’ job performance, that adversely affects the reputation or brand of Toro Auxiliary Partners’ customers, vendors, affiliates, or business partners, or that adversely affects Toro Auxiliary Partners’ legitimate business interests may result in disciplinary action, up to and including termination. Employees who choose to use social media for personal or professional reasons must adhere to the following guidelines:

- Use caution and your best personal and professional judgement when contributing content about or related to Toro Auxiliary Partners, or third parties such as customers, subsidiaries, vendors affiliates, or business partners.
- Employees should refrain from posting photography or videos including minors while attending event on personal or Toro Auxiliary Partners affiliated social media accounts without the written consent on file from a parent or guardian.
- Do not engage in behavior or contribute content that could be considered an act or threat of violence, bullying or unlawful discrimination or harassment.
- Do not intentionally or negligently contribute content that could be considered an act or threat of violence, bullying or unlawful discrimination or harassment.
- Employees may not contribute content in the name of Toro Auxiliary Partners, on behalf

of Toro Auxiliary Partners, or in a manner that could reasonably be attributed to Toro Auxiliary Partners without prior written authorization from the Chief People and Operations Officer.

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

## **WORKPLACE VIOLENCE (Zero Tolerance)**

The Toro Auxiliary Partners is dedicated to providing a safe workplace for all employees and the campus community. The Toro Auxiliary Partners and the University have a zero tolerance for all threats or acts of violence. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy. The complete policy is available on the Toro Auxiliary Partners' website.

Any potentially dangerous situation must be reported immediately to a supervisor and the Toro Auxiliary Partners Human Resources Department. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. The Toro Auxiliary Partners will actively intervene at any indication of a possibly hostile or violent situation.

Toro Auxiliary Partners Human Resources takes reasonable risk reduction measures by conducting background investigations into new employees to help reduce the risk of hiring individuals that pose a threat to workplace safety.

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination of employment, expulsion from the University, or civil or criminal prosecution, as appropriate. Non-employees engaged in violent acts on the campus will be reported to the proper authorities and fully prosecuted.

## **WORKPLACE VIOLENCE PREVENTION PROGRAM**

Toro Auxiliary Partners (CSUDH TAP) aims to provide a working environment that minimizes the potential for workplace violence and other safety/security risks. Violence in the workplace poses a significant threat to the safety and wellbeing of our employees and the general public. It is the responsibility of all employees to help minimize workplace violence. This policy establishes procedures to minimize the threat of violence in the workplace and provides guidelines for responding promptly and effectively to workplace violence. The full policy is available on the TAP Website.

## **HARASSMENT AND DISCRIMINATION (Zero Tolerance)**

Everyone deserves to be treated with respect. The Toro Auxiliary Partners takes unlawful harassment and unlawful discrimination seriously and encourages individuals to report any incidents to his or her supervisor or Toro Auxiliary Partners Human Resources. No employee shall be discriminated against or retaliated against in any way by Toro Auxiliary Partners for reporting incidents of this nature.

Toro Auxiliary Partners Human Resources will investigate all such incidents and recommend necessary action, including discipline.

## **NONDISCRIMINATION POLICY**

The Toro Auxiliary Partners is committed to equal opportunity for all, regardless of race, color, national origin, gender, disability, age, marital status, sexual orientation, religion, veteran status, or any other protected status. The Toro Auxiliary Partners' EEO/Affirmative Action policy addresses equal opportunity in employment and recruitment.

The Toro Auxiliary Partners does not discriminate on the basis of race, color, national origin, gender, disability, age, marital status, sexual orientation, religion, veteran status, or any other protected status in any of its programs or activities it conducts.

Persons who are aggrieved may pursue a complaint or seek information by contacting Toro Auxiliary Partners Human Resources or, the Chief People and Operations Officer.

## **DISABILITY**

The Toro Auxiliary Partners does not discriminate on the basis of disability in treatment of or employment in its programs and activities. Section 504 and 508 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and various state laws prohibit such discrimination. Inquiries concerning compliance may be addressed to Toro Auxiliary Partners Human Resources.

If any employee has special needs as addressed by the Americans with Disabilities Act (ADA), please contact the Toro Auxiliary Partners Chief People and Operations Officer; reasonable efforts will be made to accommodate, and an interactive process will be used. Employees who believe they have been subject to unlawful harassment or unlawful discrimination under any of the above areas should contact the Chief People and Operations Officer.

## **COOPERATION DURING AN INVESTIGATION**

Although uncommon, it can become necessary for any employee to become involved in an internal investigation regarding a suspected policy violation. At all times, all Toro Auxiliary Partners employees have a duty to cooperate in any Toro Auxiliary Partners related investigation. If an employee fails to cooperate in any such investigation, or if an employee gives false or misleading information, or impedes the investigative process, the employee may become subject to disciplinary actions which could include a wide range of actions up to and including a separation from employment.

## **SECTION 14**

### **CONFLICT RESOLUTION/COMPLAINT PROCEDURE**

#### **CONFLICT RESOLUTION**

The Toro Auxiliary Partners provides employees with a procedure for the resolution of conflicts arising in the course of their employment in a fair and orderly fashion if such problems cannot be resolved informally. In most cases, an employee is encouraged to seek the assistance of their immediate supervisor to resolve the conflict. If the nature of the conflict causes the employee to feel uncomfortable in dealing with their immediate supervisor, then the employee is encouraged to contact Toro Auxiliary Partners Human Resources.

#### **COMPLAINT PROCEDURE**

Employees are encouraged to bring their complaints about work-related situations to the attention of management. Employees will be provided with an opportunity to present their complaints and appeal decisions by management through a formal complaint procedure. All complaints will be resolved fairly and promptly. The formal complaint procedure is as follows:

1. A complaint may be defined as an employee's expressed feeling of dissatisfaction concerning conditions of employment or treatment by management, supervisors or other employees. Examples which may be causes of complaints include, but are not limited to:
  - Application of Toro Auxiliary Partners policies, practices, rules, regulations and procedures believed to be to the detriment of an employee.
  - Treatment considered unfair by an employee, such as coercion, reprisal, harassment or intimidation.
  - Alleged discrimination because of race, color, sex, age, religion, handicap, national origin, military reserve or veteran status, marital status, sexual orientation, or any other non-merit factor; and
  - Improper or unfair administration of employee benefits or conditions of employment such as vacations, fringe benefits, promotions, retirements, holidays, performance reviews, salaries, or seniority.
2. Supervisors are responsible for ensuring the complaint is fully processed by notifying Toro Auxiliary Partners Human Resources and/or the Chief People and Operations Officer immediately.
3. No employee will be penalized for using the Toro Auxiliary Partners' complaint procedure.
4. Except as otherwise specified in this Handbook, any complaint filed shall follow the procedure outlined below and shall adequately set forth the facts pertaining to the alleged violation including details of the incident(s), names of individuals involved, and the names of any

witnesses.

- A. The complaining employee shall present a complaint in writing to Toro Auxiliary Partners Human Resources or the Chief People and Operations Officer. The written complaint will be immediately, or as soon as practically possible, reviewed and investigated by Toro Auxiliary Partners Human Resources or the Chief People and Operations Officer. Toro Auxiliary Partners Human Resources or the Chief People and Operations Officer will meet with the employee complaining to determine the alleged facts of the case and will also meet separately with any additional parties named in the complaint. The investigation will be completed and a determination regarding the complaint will be communicated to the employee(s) who complained and any accused as part of the complaint.
5. If Toro Auxiliary Partners determines that a violation of Toro Auxiliary Partners policy, state, federal, or other applicable laws has occurred, the Toro Auxiliary Partners will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future occurrences.
6. A complaint must be brought forward as soon as it might reasonably be known to exist.

## **SECTION 15**

### **PERSONNEL RECORDS**

#### **RIGHT TO REVIEW**

Employees have a right to inspect certain documents in their personnel file - in the presence of a Toro Auxiliary Partners Human Resources Representative at a mutually convenient time. A written request should be presented to a representative of the Toro Auxiliary Partners Human Resources Department to review records. Copies of documents are not permitted with the exception of documents that have been previously signed by the employee unless otherwise required by law. An employee may add their version of any disputed item to the personnel file.

#### **EMPLOYEE REFERENCES OR VERIFICATIONS**

All requests for references or employment verifications must be directed to the Toro Auxiliary Partners Human Resources Department. No other manager, supervisor or employee is authorized to release references or employment verifications for current or former employees.

Generally, the Toro Auxiliary Partners' practice relating to references or employment verification for current or present employees is to confirm the employee's name, position title, dates of employment, and whether or not the employee is eligible for re-hire. Employee wage information will only be released upon employee's written authorization and or as required by law to authorized government agency.

This policy is not intended to interfere with the ability of a unit manager to issue letters of reference when requested by individual current or former employees. Letters of reference, if so written, are voluntary and should not be written on Toro Auxiliary Partners letterhead.

#### **CHANGE OF PERSONAL RECORD INFORMATION**

It is each employee's responsibility to update their personal information whenever a change of address, telephone number, legal name, or other important personal information has changed. Information changes can be made directly in the Paychex self-serve portal.

#### **EXIT INTERVIEW**

Before leaving, you may be asked to participate in a voluntary exit interview. This will provide closure to your employment with Toro Auxiliary Partners and will allow Toro Auxiliary Partners to ensure that it has resolved various administrative matters and that it has answered any questions you may have about continuation of benefits. It also provides Toro Auxiliary Partners with an opportunity to listen to any of your comments or ideas about improving Toro Auxiliary Partners' operations or procedure.

## **SECTION 16**

### **RECREATIONAL ACTIVITIES AND MISCELLANEOUS PROGRAMS**

Toro Auxiliary Partners or its insurer will not be liable for the payment of workers' compensation benefits for any injury that arises from an employee's voluntary participation in any off-duty recreational, social or athletic activity that is not part of the employee's work-related duties.

#### **403(b) TAX DEFERRED RETIREMENT PROGRAM**

Employees may participate in the Toro Auxiliary Partners' tax deferred retirement 403(b) plan. Funds withheld in a 403(b) are not taxed as income until it is withdrawn (usually at retirement). If an employee is interested in participating in a 403(b), please contact Toro Auxiliary Partners Human Resources for more details.

#### **USE OF CAMPUS FACILITIES**

Employees may use the dining facilities located within the Loker University Student Union. Library services are also available to all employees who provide appropriate identification.

## **ACKNOWLEDGMENT & AGREEMENT REGARDING RECEIPT OF EMPLOYEE HANDBOOK AND AT-WILL EMPLOYMENT**

This is to acknowledge that I have been informed that I can view and/or print a copy of California State University (CSU) Dominguez Hills Toro Auxiliary Partners ("Toro Auxiliary Partners") Employee Handbook on the Toro Auxiliary Partners website ([www.csudhauxiliarypartners.org](http://www.csudhauxiliarypartners.org)) and I understand that it describes important information about Toro Auxiliary Partners. I understand that it is my responsibility to read the Handbook and to abide by the rules, policies and standards set forth therein. I understand that the contents of this Handbook are presented solely as a matter of information and guidance, and that this Handbook is not intended to be, nor should it be viewed as, either an express or implied contract between Toro Auxiliary Partners and me.

I further understand that Toro Auxiliary Partners maintains a policy of at-will employment with respect to the duration and terms and conditions of the employment relationship. This means that Toro Auxiliary Partners reserves the right to change the terms and conditions of the employment relationship or to terminate that relationship at-will, with or without cause, or prior notice. I also understand and agree that Toro Auxiliary Partners policy of at will employment is not subject to change other than through an express written agreement signed by me and Toro Auxiliary Partners Chief People and Operations Officer.

I understand that the foregoing agreement concerning my employment at-will status and Toro Auxiliary Partners right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and Toro Auxiliary Partners concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings, and representations concerning my employment with Toro Auxiliary Partners. Finally, I understand that, except for Toro Auxiliary Partners policy of employment at-will, Toro Auxiliary Partners reserves the right, in its sole and absolute discretion, to change, supplement or rescind all or any part of the practices, procedures or benefits described in the Handbook as it deems necessary, with or without prior notice.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Printed Name: \_\_\_\_\_

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE