



SAMPLE EMPLOYEE HANDBOOK

TABLE OF CONTENTS

INTRODUCTION	7
DISCLAIMER.....	7
SECTION 1.....	8
WELCOME	8
Right to Revise	8
Violation of Policies	8
Open Door Policy/Complaint Procedures	8
Employment At-Will.....	9
Discrimination, Harassment and Retaliation Free Workplace.....	9
Harassment Prohibited	9
Discrimination Prohibited	10
Non-Retaliation	10
Complaint Procedure	10
Reasonable Accommodation of Disabilities.....	10
Lactation.....	11
Immigration Law Compliance.....	11
Employee Classifications.....	11
Exempt Employees.....	11
Non-Exempt Employees	11
Temporary Employees.....	11
Personal Appearance.....	11
Fitness for Duty.....	11
Bonding.....	12
Paydays and Pay Periods	12
Required Deductions from Pay	12
Salary/Wage Advances	12
Garnishment.....	12
SECTION 2.....	12
WAGE AND HOUR GUIDELINES.....	12
NON-EXEMPT EMPLOYEES	12
Meal, Rest and Recovery Periods.....	12
Rest Periods	12
Meal Period	13
Recovery Period	13
Recording Work Hours	13
Make Up Time.....	13

Overtime Pay 13

Shift Differentials 13

Travel and Training Pay..... 14

SECTION 3..... 14

BENEFITS 14

Vacation..... 14

 Eligibility..... 14

 Accrual 14

 Vacation Use..... 14

 Maximum Accrual..... 15

 Vacation Buyout 15

California Paid Sick Leave/Healthy Workplace, Healthy Families Act 15

 Eligibility..... 15

Option 1 – Accrual Method 15

 Carryover 15

Option 2 – Lump Sum Method..... 15

 Carryover 15

 Use 15

 Pay 16

Paid Time Off (PTO)..... 16

Holidays..... 16

Medical Insurance 17

Other Insurance 17

COBRA/Cal-COBRA (Benefits Continuation) 17

Bereavement/Funeral Leave 18

State Disability Insurance 18

Unemployment Insurance 18

Social Security 18

Paid Family Leave Benefits..... 18

Employee Literacy Program 18

Profit Sharing/Pension Plan 18

Company Discounts..... 18

Educational Assistance Program 19

SECTION 4..... 19

LEAVE OF ABSENCE/TIME OFF 19

General Information 19

 Notice and Certification Requirements..... 19

 Accrual of Benefits 19

 Contributions Related to a Group Health Plan While on a Leave..... 19

 Seniority during Leave 20

 Job Reinstatement 20

Jury Duty/Court Service 20

Military Service..... 20

Voting Time Off 20

School Suspension Leave 20

On-the-Job Illness/Injury Related Leave of Absence 20

Medical Leaves of Absence - non FMLA/CFRA qualifying..... 21

Personal Leave of Absence 21

Crime Victims 21

Emergency Duty Leave..... 21

Pregnancy Disability Leave (PDL) 21

California Family Rights Act (CFRA) Leave 22

Bone Marrow and Organ Donation Leave of Absence..... 23

Civil Air Patrol Leave 23

Military Spousal Leave 23

Family School and Child Care Partnership Leave 23

Family Medical Leave Act (FMLA) 23

SECTION 5..... 24

INTEGRITY 24

Conduct..... 24

Attendance..... 25

Drug Free Workplace Policy 25

 Reasonable Suspicion Testing 26

 Medical Marijuana 26

 Recreational Marijuana 26

 Off-the-Job Conduct..... 26

 Rehire Following Termination for Substance Abuse 26

Workplace Violence..... 26

Workplace Weapons Policy 26

Confidential Information..... 27

Customer Relations..... 27

Conflicts of Interest..... 27

No-Solicitation Rule 27

Gifts and Tipping 27

Use of Electronic Communication Devices and the Internet..... 27

 Ownership of Systems and Data 27

 Authorized Access 28

 Acceptable Use..... 28

 Employee Responsibility 28

 Software..... 28

 Email Retention Policy 28

 Social Media 28

Personal Property/Inspections..... 28

Unauthorized Removal, Use or Possession of Company Property	29
Mobile Phones	29
Personal Business at Work	29
Dating in the Workplace/Consensual Relationships	29
Employment of Relatives	29
Outside Employment	29
 SECTION 6	 30
 ON THE JOB	 30
Promotions	30
Transfers/Shift Exchanges	30
Personal Information	30
Personnel Files	30
Leaving our Company	30
On-the-Job Illness/Injury/First Aid	30
Non-Retaliation	30
Company Vehicles	30
Gasoline Credit Cards	31
Personal Vehicle Use	31
Hand Tools	31
Employee Tool Insurance	31
Visiting Our Clients/Jobsite Etiquette	31
Working with Subcontractors	31
 SECTION 7	 31
 GENERAL INFORMATION	 31
Bulletin Board	31
Safety	31
Packages	32
First Aid	32
Visitors	32
Housekeeping	32
Parking	32
Smoking/Tobacco Use	32
 SECTION 8	 32
 ENVIRONMENTAL WORKPLACE	 32
General Information on Workplace Safety	32

Bloodborne Pathogens Standard	32
Exposure Control Plan.....	32
Compliance Methods.....	33
Uniform Maintenance.....	33
Hepatitis B Vaccination.....	33
Post-exposure Evaluation	33
Training.....	33
Records.....	33
Hazard Communication Standard	33
Hazard Communication Program	33
Labeling	33
Training.....	33
Emergencies	34
Building Safety	34
Evacuation.....	34
Medical Emergency.....	34
ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK	35
ACKNOWLEDGMENT OF RECEIPT OF DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY	36
Harassment Prohibited	36
Discrimination Prohibited	37
Non-Retaliation	37
Complaint Procedure	37
ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK (COPY FOR PERSONNEL FILE)	39
ACKNOWLEDGMENT OF RECEIPT OF DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY: (COPY FOR PERSONNEL FILE)	40
Harassment Prohibited	40
Discrimination Prohibited	41
Non-Retaliation	41
Complaint Procedure	41

INTRODUCTION

The California Employers Association has developed this Sample Employee Handbook for your company use. You will be able to create or update those personnel policies best suited to your management style and current practices. The policies included here are not the only way they can be written and the inclusion of a sample policy does not mean that a particular policy or benefit must be included in your handbook. Detailed information relevant to the Injury Illness Prevention Program, Health Illness Prevention Program, Covid-19 Prevent Plan, or Pandemic Emergency Temporary Standards are not included in this handbook as these items should be separate documents. CEA strongly encourages you to contact a CEA HR Director to review your handbook before you make a final draft to ensure that you have everything that is needed in your handbook.

CEA strongly recommends that all employers use some form of employee handbook, which will serve as a communication tool within the organization. Employee handbooks offer you the opportunity to communicate personnel policies, employee benefits and work standards to all employees in a single publication. They also provide valuable instruction and guidance for supervisors, managers and human resource personnel in the implementation and enforcement of company policies in a uniform and consistent manner, thus reducing the risk of unfair treatment of employees. An employee handbook also provides a means to disseminate required policies, such as equal employment opportunity, policy against harassment and family and medical leave.

By using this handbook and working with a CEA HR Director, you will be easily able to produce your own handbook for your employees. CEA suggests that an employee handbook be given to employees only and not to job applicants.

If you have any questions about any of the policies included in this publication, please consult a CEA HR Director at 1-800-399-5331 or email us at CEAinfo@employers.org.

Kim Gusman
President/CEO
California Employers Association

DISCLAIMER

The CEA Sample Employee Handbook is not intended as, nor is it a substitute for, legal advice, and any employer contemplating adopting a new policy or employee handbook, changing an existing policy or employee handbook, or with employees located in states outside of California, should feel free to consult with its own legal counsel. Use of language provided as "Optional" may or may not be appropriate depending on the circumstances. California Employers Association strongly suggests that users share these pages with their respective legal advisors, and confer with their attorneys and other professional advisers for specific advice concerning any contract matter. Additionally, this employee handbook only reflects California state law. If you have workers in any locality, localities, or other states, that impose greater or different restrictions than the state of California, you will need to incorporate those requirements in this employee handbook. California Employers Association hereby disclaims any and all warranties and/or responsibility for the statements or their uses in construction.

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SECTION 1 WELCOME

This Section Is Required

Welcome – we are thrilled to have you join us! We are committed to teamwork and a desire for everyone working here to be successful. One way to ensure success is for you to thoroughly read and understand our handbook. This handbook is provided for your use as a ready reference and as a summary of our personnel policies, work rules and benefits. We have a great team, and, with you, we know it will be even better. If you have questions, please feel free to speak to your Supervisor or Human Resource representative.

Right to Revise

Please understand that this handbook only highlights our policies, practices and benefits for your personal education and cannot therefore be construed as a legal document. Except for the employment at-will policy, we reserve the right to revise, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook. Please note that the Company also reserves the right to temporarily amend policies during a pandemic or other public health emergency. For accommodation issues, as with any other issues, please contact your supervisor. All such revisions, deletions or additions must be in writing and must be signed by the [President, CEO, Executive Director]. No oral statements or representations can change or alter the provisions of this handbook. You will be informed when policies, procedures, work rules or benefits are revised. Please keep this handbook readily available and insert the updated material promptly so that it is current at all times.

Violation of Policies

A violation of any policy whether or not detailed in this handbook will result in disciplinary action, up to and including termination.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, coerce employees or unlawfully restrict an employee's right to engage in any of the rights guaranteed to them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of improving working conditions.

NOTE TO EMPLOYERS: STRONGLY RECOMMENDED EMPLOYEE ACTION HOTLINE (EAH) is a resource for your employees to report concerns relating to their employment. Examples include, but are not limited to: fraud, harassment, discriminatory conduct, hostile work environment issues, retaliation, workplace violence, misconduct by employees and/or supervisors, illegal activity and safety

violations. Employees can report anonymously or provide their name.

The goal of the EAH is to act as a deterrent to improper conduct and also to provide an additional reporting avenue for employees. This allows you to take appropriate corrective action before the conduct worsens or results in legal action or a formal complaint against the company with the EEOC, DFEH, Cal-OSHA or any other regulatory agency. In the event that a claim is filed, this reporting mechanism may serve as evidence of the employer's reasonable care to prevent and correct inappropriate workplace conduct.

IF YOU DO NOT HAVE THIRD PARTY REPORTING SYSTEM PLEASE [VISIT OUR WEBSITE](#) FOR MORE INFORMATION OR CONTACT CEA REGARDING THE EAH PROGRAM.

Open Door Policy/Complaint Procedures

We are committed to open and honest communication in the workplace. We are interested in listening to your concerns, problems, and suggestions.

If you have a concern, you often will find the easiest and most effective way to find a solution is to have an honest discussion with your Supervisor.

We prefer that you follow the usual reporting channels to find a solution, starting with your immediate Supervisor, Human Resource representative or management, but we understand that there are circumstances where you may not be comfortable with the usual reporting channel. If the nature of the matter is such that you would prefer not to discuss it with a particular person, you should discuss it with the next level of management, or any other supervisor, without fear of reprisal. [Option: **You may also contact the Employee Action Hotline at xxx-xxx-xxxx to report fraud, harassment, discriminatory conduct, hostile work environment issues, retaliation, workplace violence, misconduct by employees and/or supervisors, illegal activity and safety violations. You can report via the action hotline anonymously or by providing your name.**]

The objective is to maintain open and honest communication to help find a fair solution to your problems or concerns.

Employees should immediately report any incidents of discrimination, harassment, retaliation, workplace safety violations, workers compensation abuse, potential workplace violence situations or any workplace ethic violations.

Employment At-Will

This Section Is Required

Your employment is at-will, which means that employment may be terminated with or without cause or notice at any time. Terms and conditions of employment — other than employment at-will — may be modified at our sole discretion. Other than the [President, CEO, Executive Director] no one has the authority to make any agreement for employment other than for employment at-will or to make any agreement limiting our discretion to modify other terms and conditions of employment and this must be done in writing. No implied contract concerning any employment-related decision can be established by any other statement, conduct, policy or practice. Examples of terms and conditions of employment include: termination, promotion, demotion, transfers, hiring decisions, compensation, benefits and discipline.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.

Discrimination, Harassment and Retaliation Free Workplace

This Section Is Required

We are an Equal Employment Opportunity employer. In order to provide equal opportunities to all individuals, employment decisions are based on merit, qualifications, skills and performance.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting, such as during business trips, business meetings and business-related social events.

We have a strict policy against discrimination, harassment and retaliation of any type and our goal is to provide a work environment free from discrimination, harassment, and retaliation as well as other disrespectful or other unprofessional conduct based on any protected class: race (including natural hairstyles), color, religion (including religious dress and grooming practices), national origin, age (40 and over), medical condition, physical or mental disability, marital status, sex (including sexual harassment, sex stereotypes and pregnancy, childbirth and related medical conditions), sexual orientation, ancestry, genetic information/ characteristics, gender, gender identity, gender expression, transgender, military and veteran status, or any other characteristic or activity protected by law.

We also prohibit discrimination, harassment, retaliation, disrespectful or unprofessional conduct based on the perception that anyone has any of the above

characteristics or is associated with a person who has or is perceived to have any of those characteristics.

Harassment Prohibited

Our policy prohibiting harassment applies to all persons involved in operations of the company. It covers harassment of any employee, unpaid intern, volunteer, applicant, contractor, vendor, or any person who has a business, service, or a professional relationship with us.

Harassment prohibited by this policy is not limited to sexual harassment but includes harassment against any of the categories described above.

Prohibited harassment, disrespectful or unprofessional conduct includes many forms of offensive behavior.

Harassment can be:

- Verbal (derogatory jokes or comments, epithets, slurs, unwanted invitations, comments, messages, social media posts, any communication through any type of electronic media that is harassing or discriminatory)
- Visual (displays of derogatory or sexually oriented written or graphic material, posters, photography, digital material, gestures)
- Physical (assault, unwanted touching, intentionally blocking someone's movement)
- Threatening, intimidating or hostile acts
- Negative stereotyping

Here are some types of behaviors that may be violations of this policy:

- Making sexually suggestive comments, jokes, advances or offering employment benefits in exchange for sexual favors.
- Teasing, bullying, making fun of or making derogatory remarks about someone's age, race, sexual orientation, disability or gender.
- Posting, passing around or displaying sexually suggestive or obscene objects, printed materials text messages, or online or social media content.
- Gender-based harassment including harassment by someone of the same sex as the victim.

Additionally, abusive conduct, defined as any conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests is not tolerated.

Discrimination Prohibited

We do not discriminate in employment opportunities or practices on the basis of any protected class. We are committed to compliance with all applicable laws providing equal employment opportunities. Unlawful discrimination against job applicants, employees, or unpaid interns by any of our employees is strictly prohibited.

This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, access to benefits, training, termination or other aspects of employment.

Non-Retaliation

It is also prohibited for supervisors, managers and co-workers, as well as third parties such as vendors or customers, to retaliate against an employee because the employee has complained about discrimination, harassment, retaliation, abusive conduct, or participated in an investigation, proceeding or hearing based on such a complaint. Retaliation is a serious violation of this policy.

Complaint Procedure

All employees are responsible for creating and maintaining a positive work environment. If you believe you have been a victim of discrimination, harassment, retaliation, or if you have witnessed discrimination, harassment, or retaliation that violates our policy, it is important that you take steps to address it immediately so that complaints can be promptly and fairly resolved.

If you are comfortable doing so, talk to the person whose behavior is bothering you and ask the person to stop. Regardless, it is imperative that you report any discrimination, harassment, or retaliation directly to your Supervisor or any member of management or human resources as soon as possible after the incident. Please provide as many details of the incident as possible.

Supervisors are required to report any incidents/complaints of discrimination, harassment, or retaliation of which they observe or become aware immediately to the [HR manager, personnel manager, President].

A prompt, fair, thorough and objective investigation of the complaint will be conducted by an impartial and qualified person. Documentation will be maintained to ensure reasonable progress. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Reasonable conclusions based on the evidence collected will be reached and the complaint will be closed in a timely manner.

Upon completion of the investigation, and where warranted, appropriate corrective action will be taken to eliminate the discrimination, harassment, sexual harassment, or retaliation. Corrective action may include, but is not limited to, training, counseling, reassignment and/or discipline, up to and including termination. Appropriate action will also be taken to deter future conduct.

To the extent possible, the investigation of a complaint and any subsequent action taken in response to the complaint will proceed in an atmosphere of confidentiality. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Employees who have raised complaints should immediately make a further complaint should the conduct reoccur.

You may also bring your complaint to the federal or state agency that investigates or prosecutes complaints. A complaint of discrimination, harassment or retaliation may be filed within three years of the harassment, discrimination or retaliation with the California Department of Fair Employment and Housing (“DFEH”). The DFEH initially serves as a neutral fact-finder and attempts to help the parties voluntarily resolve the complaint. The DFEH can be contacted at (800) 884-1684; or for the hard of hearing, (TTY) (800) 700-2320; or visit the department’s website at www.dfeh.ca.gov. You can access the department’s sexual harassment online trainings at <https://www.dfeh.ca.gov/shpt/>. A complaint of discrimination, harassment, or retaliation, also may be filed within 300 days of the harassment, with the Equal Employment Opportunity Commission (EEOC), reached by calling (800) 669-4000 or for the hard of hearing, (800) 669-6820. EEOC field office information is available at www.eeoc.gov.

Reasonable Accommodation of Disabilities

NOTE TO EMPLOYER: *The following section applies only to employers with five or more employees. Do NOT insert this policy unless you have 5 or more employees.*

The Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA) protect qualified employees with disabilities from discrimination in the workplace.

If you need a reasonable accommodation in order to perform the essential functions of your job, please notify [HR, Office Manager, Owner]. Once you have notified us, we will make every effort to open up a dialogue with you in an attempt to determine whether we can make a reasonable accommodation for your disability.

At no time will we discriminate, harass, or retaliate in any way against you for making your accommodation request.

Lactation

This Section Is Required

You have the right to request an accommodation to express breast milk during the workday (“lactation accommodation”). To request a lactation accommodation, please notify or submit your request to Human Resources, The Office Manager, Owner, [Specify]. We will respond to, and make every effort to reasonably accommodate, each lactation accommodation request. If we cannot provide break time or a location to reasonably accommodate your request, you will be provided with a written response.

If your lactation accommodation request is granted, you will be allowed a reasonable amount of time to express breast milk when needed. If possible, break time for this purpose should run concurrently with paid rest periods already provided. Time taken for this purpose that exceeds rest period time already provided is unpaid.

If you feel you have not been properly accommodated or have been denied a lactation accommodation break, please notify your Supervisor, Human Resources, The Office Manager, Owner, [Specify] immediately. You also have a right to file a complaint with the California Labor Commission for violations of your lactation accommodation rights.

Immigration Law Compliance

We are committed to employing only individuals who are authorized to work in the United States. Each new employee must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If you are a former employee who is rehired, you must also complete the form if you have not completed an I-9 within the past three years, or if your previous I-9 is no longer retained or valid. If you have questions or seek more information on immigration law issues you are encouraged to contact the United States Citizenship and Immigration Services (USCIS) at 1-800-375-5283.

Employee Classifications

Exempt Employees

Exempt employees receive a flat salary regardless of the hours they work per week and are not eligible for overtime.

Non-Exempt Employees

Non-exempt employees are paid for all hours worked, are eligible for overtime and are subject to federal and state wage and hour requirements.

Temporary Employees

Temporary employees are hired for a specific term or project and are not eligible for any benefits other than those required by law.

Personal Appearance

You are expected to wear neat and clean clothing and to dress appropriately for the functional area you work in and in consideration of our business presentation needs. When we require as a condition of employment that you wear a uniform, we will provide it.

At a minimum, work attire must not pose a safety hazard for the wearer or others, must not be overly distracting to the workforce, and must not contain offensive graphics or slogans. If you are determined to be inappropriately dressed you may be sent home, without pay, to change.

Optional statements

NOTE TO EMPLOYER: Employers may need to accommodate beards or persons with visible body piercings other than earrings due to religious doctrine or other protected status.

Hair is to be neat, clean and combed. Facial hair will be allowed provided it is well groomed and no longer than ½ inch in length.

Clean shoes — preferably polished.

Cosmetics, cologne, jewelry and accessories are suitable to the work place if used in moderation.

See-through or revealing clothing, shorts, midriff tops, halters, loungewear and clothing with decals are not to be worn.

No visible tattoos or body piercings other than a maximum of two earrings per ear are permitted.

Long pants are required when completing work that requires leg protection. Shorts are acceptable for some tasks, with your Supervisor/Foreman’s permission.

Shirts are required at all times. Proper work boots, shoes and rain boots are required as appropriate by jobsite.

Fitness for Duty

We may require that you have a physical examination at our expense when it is necessary to demonstrate abilities to perform essential job functions, to determine whether there is a direct threat to safety of the employee

or others due to a medical condition, or as required by applicable laws or regulations.

Bonding

Whenever we require bonding of any employee or the carrying of any insurance for our indemnification, we shall pay the premiums.

Paydays and Pay Periods

Our workweek is [Sunday through Saturday]. During weeks in which the regular payday falls on a holiday or weekend, all paychecks will be issued to you on [Choose One: the last regular workday preceding/the first regular workday following] the holiday. Should we decide to change the payday schedule, you will be given no less than seven calendar days' advance notice of the change.

You should notify your Supervisor if you have a question regarding the calculations of your paycheck; any corrections will be noted and will appear on the following check. If you wish to have someone else pick up your paycheck, you must give a written authorization to payroll each time.

Options: Choose One Statement

You will be paid in full once every calendar week on _____. The pay period will be the previous _____ through _____.

You will be paid in full once every two calendar weeks on _____. The pay period will be the previous two weeks of _____ through _____.

You will be paid in full semimonthly on the _____ () and the _____ (). Paychecks received on the _____ () will be for time worked from the 16th through the end of the previous month. Paychecks received on the _____ () will be for time worked from the first through the 15th of the current month.

Required Deductions from Pay

Deductions that are required by state and federal law to be withheld from your gross wages are; Federal Income Tax, Federal Social Security Tax (FICA), California State Income Tax, California State Disability Insurance, Medicare, Court Ordered Garnishment or any wage assignment, IRS or Franchise Tax Board Orders to Withhold.

Salary/Wage Advances

As a practice, we do not grant salary advances. Exceptions to this policy will be made only under extreme circumstances.

Garnishment

You are responsible for your own debts. Garnishments cause additional paperwork and added expense. We strongly encourage you to work out a financial problem before garnishment of wages become necessary. We may charge an administrative fee for each garnishment.

SECTION 2 WAGE AND HOUR GUIDELINES NON-EXEMPT EMPLOYEES

The workday is a 24-hour period. Our workday begins at 12:00 a.m. and ends at 11:59 p.m. You will be paid for all hours worked. Pay for time worked will be computed from the time you register in for work until you are effectively released from duty and register out.

Meal, Rest and Recovery Periods

Failure to take meal or rest periods is a violation of Company policy. If you are not provided with a meal or rest break, or your breaks are interrupted, you must notify a supervisor immediately.

It is our policy that you take all authorized and permitted meal and rest periods. If you choose not to take a mandatory meal, rest or recovery period, you must notify your supervisor in writing immediately/note that in the online timekeeping system.

Rest Periods

Non-exempt employees are entitled to rest break period(s) during their workday. You are authorized and permitted one 10-minute net rest break for every four hours you work (or major fraction thereof, which is defined as any amount of time over two hours). A rest break need not be authorized for employees whose total daily work time is less than three-and-one-half hours.

NUMBER OF HOURS WORKED	NUMBER OF AUTHORIZED 10 MINUTE REST PERIODS
Less than 3.5 hours	0
More than 3.5-6	1
More than 6-10	2
More than 10-14	3

You will not clock out and will be paid for all such break periods. The rest period should be taken approximately halfway through any work period of four or more hours, as close to the middle of the work period as possible.

Rest breaks are to be *uninterrupted*, and employees will be relieved of all duties during the break. You are expected to return to work promptly at the end of any rest break.

Notify your supervisor if you are not provided a rest period, or your rest period is interrupted.

Meal Period

Whenever you work more than five hours in any workday, you are authorized and permitted a minimum thirty-minute—unpaid, *uninterrupted*, duty-free meal period during which time you will be relieved of all duty and free to leave the premises. Your Supervisor may schedule such meal periods and post the schedule.

NUMBER OF HOURS WORKED	NUMBER OF AUTHORIZED MEAL PERIODS
Less than 5	0
More than 5-10	1
More than 10	2

The meal period should be taken prior to completing your fifth hour of work unless you are scheduled to work six hours or less, and we mutually agree in writing that the meal period may be waived.

You are also authorized and permitted a second unpaid, uninterrupted, duty-free meal period of thirty minutes whenever you work for a period of more than 10 hours in any workday. The second meal period should be taken prior to completing your 10th hour of work, unless you are scheduled to work 12 hours or less, and we agree in writing not to take a second meal period and the first meal period was not waived.

Notify a Supervisor if you are not provided a meal break or it is interrupted.

Recovery Period

You will not be required to work during any “recovery period” mandated by any applicable statute, regulation, standard or order of OSHA or Cal/OSHA. “Recovery period” means a cool down period afforded an employee to prevent heat illness.

Recording Work Hours

You are required to accurately record all hours worked, meal periods, holiday, sick, vacation time and other approved leave time.

You will record your time via [time clock/ time sheets/ phone app]. The time clock is located at _____.

You are not to begin work more prior to the start of your shift or work beyond the end of your shift without prior approval of your Supervisor.

All time must be properly recorded, and you are responsible **only** for recording your own time.

You are to approve and/or sign your time card to attest that the hours recorded are accurate and are the total hours that you worked. You should not approve and/or sign any time card that is inaccurate. Notify your Supervisor immediately if there are any changes. You may not change anyone else's time record or allow anyone else to manage your time card.

Do not sign or approve your time record if you have not been provided all required meal and rest breaks. Failure to notify a supervisor that you have not been provided meal and rest breaks is a violation of company policy.

Make Up Time

You may request to make up work time that is or would be lost as a result of a personal obligation during the same workweek, provided such time can be scheduled with your Supervisor and does not cause you to work in excess of 11 hours in any workday or in excess of 40 hours in the workweek. The request must be in writing, for each such occasion, and signed by you. Make up time will be at your regular straight time hourly rate. The granting of such a request will be based on operational needs and work schedules, as well as your job performance.

Overtime Pay

You will be paid one-and-one-half times your regular rate of pay for all time worked in excess of eight hours, up to and including 12 hours, in any one workday, all time worked in excess of 40 hours in any one workweek, and for the first eight hours worked on the seventh consecutive workday in any one workweek.

You will be paid two times your regular rate of pay for all time worked in excess of 12 hours in any one workday, and for all time worked in excess of eight hours on the seventh consecutive workday in any one workweek. Hours paid, but not worked (i.e. vacation, sick leave, holiday), will not be considered hours worked for the purposes of calculating overtime.

You must have **prior** approval before working any overtime. In no event will overtime pay be duplicated or pyramided (i.e., no payment of a premium rate for the same hours worked more than once).

Shift Differentials

If you are regularly assigned to a shift beginning after _____ (a.m./p.m.) you will be paid a shift differential of \$ _____ per hour, in addition to your regular straight-

time hourly rate of pay for all hours worked on such shift. Any shift differential paid shall be excluded from the pay for holiday, vacation and other benefits.

Travel and Training Pay

If you are a nonexempt employee and are required to travel or attend training for work-related purposes during the workday, you will be paid for such travel and training time at [minimum wage, your regular hourly rate, or insert rate here].

You must record work-related travel and training time on your timecard and specify what hours are training and/or travel and what hours are worked while performing your usual duties.

Travel pay applies in the following situations:

- When you report to work, if you are required to travel to another worksite, all time spent traveling between work locations is counted as travel time.
- If you travel to and from a different work location directly from your home, all time spent for such travel, less your normal commute time, is counted as travel time.
- If you travel out of town for work-related purposes, the time spent traveling to and from the out-of-town location, including all time spent on an airplane, train, bus or car, is considered travel time; however, once you arrive at your destination and are no longer engaged in work activities, the time is no longer compensable.” Please discuss any pay questions or concerns with your supervisor before you travel.

The time you spend commuting to and from work is not considered work time and is excluded from this policy.

You will be reimbursed for all reasonable travel-related costs incurred. If you have questions regarding travel or training pay should contact [human resources/other job title].

SECTION 3 BENEFITS

NOTE TO EMPLOYER: This section covering benefits is one of the most important features of any employee handbook. This is attributable to the substantial costs of an employee benefit program, as well as enhancing positive employee relations, recruitment and retention efforts.

We have made an effort here to describe the most common benefits generally afforded by the small employer. But due to the fact that benefits are completely optional and there are many methods of

computing accrual and eligibility, we can only provide you with sample language.

We are pleased to provide the following benefits.

Vacation

We understand the importance of balancing personal and career goals. Therefore, we provide vacation as a benefit to eligible employees for personal time off, and vacations.

Eligibility

Employees who are regularly scheduled to work _____ hours per week are eligible to earn vacation. Employees who are regularly scheduled to work at least _____ hours per week are eligible to accrue a pro-rated amount of vacation.

Accrual

You do not earn or accrue vacation time off benefits until you have completed _____ calendar [days/months] or more of continuous employment. Until you have completed this period of continuous employment and have accrued enough hours being requested off, you are not entitled to take paid time off. Once eligible, you will accrue time based on regular hours paid as follows:

FOLLOWING THE SUCCESSFUL COMPLETION OF.....	YOU COULD EARN UP TO	WHICH EQUALS UP TO
___ days/year of employment	.0192 hours vacation per hour worked	1 week/40 hours per year
At the start of your....	You could earn up to	Which equals up to....
___ year of employment	.0384 hours vacation per hour worked	2 weeks/80 hours per year
___ year of employment	.0576 hours vacation per hour worked	3 weeks/120 hours per year
___ year of employment	.0769 hours vacation per hour worked	4 weeks/160 hours per year

Vacation is earned uniformly at the weekly rate by exempt employees and does not vary based on your scheduled hours.

Vacation Use

Scheduling of vacation will be made based on our operational needs and occasionally time off schedules may be modified. You will be paid for your accrued vacation at your regular straight-time hourly rate of pay at the time you take the vacation, or upon termination.

If you are an exempt employee, your accrued vacation balance may be reduced for partial days' absences if you take intermittent or reduced – work leaves pursuant to FMLA/CFRA or vacation taken for personal reasons.

Sample Statements

A vacation schedule will be posted on _____. All eligible employees must indicate their preferred PTO/vacation, dated during this period.

If more than one employee requests the same specific date, the employee with the most years of service shall prevail.

You may use vacation as soon as it is earned subject to management approval.

Vacations will be scheduled during the period of _____ through _____. NO vacations will be scheduled between _____ and _____.

_____ hours/days use of vacation requires at least one-week prior approval by Management unless it is an emergency which can be documented.

Maximum Accrual

NOTE TO EMPLOYER:

If you want to put a limit on the maximum amount of time that an employee can accrue, make sure that limit is at least 1.5 times the employee's annual accrual rate. (e.g. employee accrues 10 days per year, maximum accrual can be set at 15 days)

You may accrue a maximum of [one and one-half times, two times, etc.] your annual accrual. You will not accrue vacation time beyond this amount until you take time off and the amount accrued is below the maximum.

If you do not schedule your vacation by the end of the year, Management may schedule it for you. You will be given 90 days' notice before vacation is scheduled for you.

Vacation Buyout

You are strongly encouraged to take time off for vacation during the year. We recognize the benefit of allowing you to buy back some of your accrued and unused hours. Buy back must be approved by your Supervisor. All hours paid out will be paid at your regular straight-time

rate, less normal payroll taxes, and will be recorded as vacation hours taken.

California Paid Sick Leave/Healthy Workplace, Healthy Families Act

This Section Is Required

NOTE TO EMPLOYER: below sample language reflects the minimum requirements of the Healthy Workplace, Healthy Families Act. You may increase the amount of sick leave that employees receive if you choose. However, if you do provide a greater benefit you must allow one-half of that increased allotment of sick leave to care for a family member under Kin Care.

If you have employees in cities or counties that require additional mandatory paid sick leave, you will need to include that information or coordinate that time off with the state's requirements.

Eligibility

Option 1 – Accrual Method

[Full time, Part-time, Seasonal, etc.]) employees accrue sick leave from the commencement of employment at a rate of one (1) hour for every 30 hours worked, up to a maximum of 48 hours. Exempt employees' paid sick leave accrual will be based on a 40-hour workweek. All other employees' paid sick leave will accrue according to hours worked.

Carryover

Accrued and unused paid sick leave is carried over to the following year.

Option 2 – Lump Sum Method

Immediately upon hire [Full time, Part-time, Seasonal, etc.] employees are eligible for three days or twenty-four (24) hours of paid sick leave, whichever is greater. Thereafter, employees balance will be reset to three days or 24 hours on [July 1st/their anniversary date/January 1st] each year.

Carryover

Unused paid sick leave is not carried over from one year to the next.

Use

You will be entitled to use sick days beginning [upon hire, on the 90th day of employment], after which you may use them as they are granted [using Accrual Option 2] / accrued [using Accrual Option 1]. Any time

taken for illness or injury before completing this period of continuous employment may be without pay.

Paid sick leave may be used in as little as two hour increments.

You may use up to a total of three days or twenty-four hours (whichever is greater) of paid sick leave per anniversary year.

You may use paid sick leave for the following purposes:

- Diagnosis, care, or treatment of an existing health condition of, or preventive care for, you or your family member.
- If you are a victim of crime.

“Family member” includes:

- A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom you stand in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- The biological, adoptive, or foster parent, stepparent, or legal guardian of you or your spouse or registered domestic partner, or a person who stood in loco parentis when you were a minor child.
- Your spouse, your registered domestic partner, your grandparent, your grandchild, your sibling.

If the need for paid sick leave is foreseeable, you must provide reasonable advance notice to your Supervisor. If the need for paid sick leave is unforeseeable, you must provide notice to your Supervisor as soon as practicable. Appointments should be scheduled either at the beginning or the end of your workday whenever possible. If you become sick during the day, you must inform your Supervisor before you leave the facility.

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

Pay

You will receive your regular hourly wage when using Paid Sick Leave. If in the 90 days of employment before taking paid sick leave you had different hourly pay rates, or you were paid a commission or piece rate, then the rate of pay will be calculated by dividing your total wages, not including overtime premium pay, by your total hours worked in the full pay periods of the prior 90 days of employment.

Paid sick leave will be integrated with California State Disability Insurance (SDI) benefits and/or workers' compensation insurance benefits in such a way that the

total sick leave benefits paid by the Company, and those you receive from SDI or workers' compensation insurance, will not exceed 100 percent of your regular weekly wage based on your regular straight-time hourly rate of pay.

Paid sick leave has no cash value upon separation of employment or at any other time.

Paid Time Off (PTO)

NOTE TO EMPLOYER: A Paid Time Off (PTO) policy can be used in lieu of a separate vacation and sick policy but the plan must comply with state law as well as local jurisdiction requirements. If you are interested in utilizing a combined PTO policy, please contact a CEA HR Director or consult with your own attorney,

Holidays

NOTE TO EMPLOYER: You are not required by law to observe any particular holidays. You are not required to pay employees when they do not work on a holiday. Additional premium pay to employees who work on a holiday is not required by law and fully at your discretion.

We observe the following holidays:

HOLIDAY	OBSERVED
New Year's Day	January 1 st
Dr. Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12 th
President's Day	Third Monday in February
Cesar Chavez Day	March 31 st
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 th
Thanksgiving	Fourth Thursday in November
Day After Thanksgiving	Friday Following Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st
Employee's Own Birthday	
_____ Floating Holidays	

Employees regularly scheduled to work _____ hours per week are eligible to receive pay for these observed

holidays. Part-time employees who are regularly scheduled to work at least _____ hours per week are eligible to receive pay for these observed holidays on a pro-rated basis.

Eligible employees will be paid for our observed holidays if all of the following conditions are fulfilled:

- You have been on the payroll for a period of _____ continuous days/months.
- You are regularly scheduled to work on the observed holiday.
- You have worked the full assigned scheduled workday immediately preceding and following the holiday, unless on an authorized vacation, paid sick day or excused absence.

When the facility is closed for the holiday, eligible employees will be paid for such observed holiday on the basis of _____ hours pay at the eligible employee's regular straight-time hourly rate of pay.

When the facility is closed for the holiday, eligible part-time employees will be paid for such holidays on a prorated basis.

Optional Sample statements

NOTE TO EMPLOYER: Under California law, a floating holiday that is a non-designated specific day (i.e. the employee's birthday), is considered an accrued benefit and is payable to the employee at the end of the year, rolls over into the following year and is paid out at termination – just as Vacation.

You can choose to pay premium pay if the employee has to work the observed holiday. Choose the options that fit your desired holiday plan.

- If you work on one of the above observed holidays, you will be paid your regular straight-time hourly rate of pay for all hours worked on the holiday, receive an additional day off to be taken in the same month as the observed holiday.
- If you work on one of the above observed holidays you will be paid [time-and-one-half/double time /triple time] your straight-time hourly rate of pay for all hours worked on the holiday.
- If you are an eligible employee and your vacation falls within a week in which a holiday observed by us occurs, you will not be charged for vacation on the holiday.
- If eligible, you have the option of choosing any other workday off during the workweek in which your birthday or anniversary date of hire falls in lieu of your actual birthday or actual anniversary

date, provided you notify us at least _____ days in advance of invoking this option.

- Floating Holidays may be used by scheduling in advance with your Supervisor. Multiple Floating Holidays may be used together with vacation.
- If you are on an authorized leave of absence for whatever reason, you will not receive holiday pay for holidays that occur during the leave.

Medical Insurance

Employees who work 30 hours or more may elect coverage in our group medical insurance plan. Coverage will be effective on the [first of the month following 30, 60 or on the 90th day of employment.]

Your contribution will be paid through payroll deductions with a signed authorization. At your option, you may add eligible dependents with the premium being paid by (you / the employer). A full summary plan description is available from the benefits administrator.

Other Insurance

Employees regularly scheduled to work _____ hours per week may be eligible to participate in our [dental, vision, life insurance, etc.] plan(s). Your contribution will be paid through payroll deductions with a signed authorization. At your option, you may add your eligible dependents to the above-mentioned program with the premium being paid by (you / the employer/share by you and us). Coverage starts the first day of the month following completion of _____ days of continuous employment. A full summary plan description is available from the benefits administrator.

COBRA/Cal-COBRA (Benefits Continuation)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) [NOTE TO EMPLOYERS of 2-19 EMPLOYEES, replace with: California Continuation Benefits Replacement Act (Cal-COBRA)] gives you and your beneficiaries the opportunity to continue health insurance coverage under our health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee; a reduction in your hours or a leave of absence; your divorce or legal separation; you become entitled to Medicare; or a dependent child no longer meets eligibility requirements.

Under COBRA/Cal-COBRA, you or your beneficiary pays the full cost of coverage at our group rate plus an administration fee. You will receive a written notice describing rights granted under COBRA/Cal-COBRA when you become eligible for coverage under our health

insurance plan. The notice contains important information about your rights and obligations.

Bereavement/Funeral Leave

If a death occurs in your immediate family [parent, spouse, registered domestic partner, sibling, child, grandparent, grandchild, other family members residing in your household and in-laws], an emergency leave [with/without] pay may be granted up to a maximum of _____ days. For funeral attendance other than for your immediate family, emergency leave will be given at the discretion of your Supervisor. Proof of the need for such leave may be required.

State Disability Insurance

You are covered under the State Disability Insurance Plan (SDI), which provides low-cost protection for loss of earnings due to non-work-related illness or accident. It is funded by employee contributions, which state law requires to be withheld from your wages. The amount withheld is computed as a percentage of your gross wages, up to a maximum specified by the state.

Unemployment Insurance

Unemployment insurance is provided at no cost to you through Company contributions. You are not eligible for unemployment insurance if you voluntarily quit without good cause or are terminated for misconduct connected with work.

Social Security

You are covered under the provisions of the federal social security law (F.I.C.A.). We match the amount of deduction from your wages for social security taxes. For more details, contact your local Social Security Office.

Paid Family Leave Benefits

When you stop working or reduce your work hours to care for a family member who is seriously ill or to bond with a new child, you may be eligible to receive Paid Family Leave (PFL) benefits. The PFL program is administered by the California Employment Development Department (EDD). For information about PFL (eligibility, claim filing, etc.), contact the EDD service center at 1-877-238-4373. You are responsible for filing your claim for PFL benefits and other forms promptly and accurately with the Employment Development Department. All eligibility and benefit determinations are made by the Employment Development Department.

The Paid Family Leave Act does not provide a right to leave, job protection or return to work rights. Further, this policy does not provide additional time off;

rather, PFL may provide partial wage compensation during an approved leave pursuant to any organization provided leave or leave required by law.

Employee Literacy Program

NOTE TO EMPLOYER: The following section applies to employers with 25 or more employees.

We will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program, provided that this reasonable accommodation does not impose an undue hardship. An employee who reveals a problem of illiteracy and who satisfactorily performs his or her work shall not be subject to termination of employment because of the disclosure of illiteracy.

Profit Sharing/Pension Plan

Option 1. Employees who are regularly scheduled to work _____ hours per week are eligible to participate in our profit sharing plan and/or pension plan upon completion of _____ year(s) of service and attainment of age _____. Contact your benefits administrator for more information.

Option 2 The State of California has enacted a program to help employees save for retirement, the CalSavers Retirement Savings Program. Through this program, you will be able to contribute a portion of your salary into an Individual Retirement Account. As we are required to do, we are now registered with CalSavers.

The program is completely voluntary for you but is set up as automatic enrollment, so if you choose to not participate, you need to follow the instructions on the information you will receive from CalSavers in order to opt-out. CalSavers. Communications will be sent to the email or mailing address you have on file with us. **If you have any questions regarding the program, you can go to www.calsavers.com or call 855-650-6918.**

We do not sponsor or maintain CalSavers. Our involvement in CalSavers is limited to processing your payroll withholding contributions to the program and remitting them to CalSavers. We will not provide any additional benefit and do not promise any particular investment return on your savings under CalSavers. In accordance with federal government regulations we do not endorse CalSavers. If you would like tax, investment, or financial advice, you should contact a financial advisor. This company is not in a position to provide financial advice.

Company Discounts

The opportunity to purchase products at a discount is a valuable benefit extended to employees regularly

scheduled to work _____ hours per week/all employees. This discount is limited exclusively to purchases for your own use and for gift giving.

Products may be purchased for cash at the wholesale price less _____ percent. Availability will be determined by current production schedules, workload and inventory levels.

Educational Assistance Program

NOTE TO EMPLOYER: There may be tax implications for reimbursements of more than \$5250. Consult your CPA for more information.

We will reimburse you for work-related courses to encourage you to develop to your full potential if you have been regularly scheduled to work _____ hours per week for one year of continuous employment and meet these requirements:

- Proposed educational courses must relate to current job responsibilities or enhance your chances for advancement to another position.
- You must receive **prior** approval from your Supervisor and the head of your department.
- You must achieve a grade "____" or better.
- The course work is accomplished outside of normal work hours.
- Employment must be continued through completion of each course.

We will reimburse you for _____% of the cost of tuition and required textbooks upon successful completion of the approved course. This percentage—is based upon tuition charged at the nearest community college or state university regardless of the institution being attended.

SECTION 4 LEAVE OF ABSENCE/TIME OFF

General Information

Leaves of absence are unpaid with the exception of Organ and Bone Marrow Donor leave. We may require you to use accrued paid time off to cover some or all of the leave in accordance with state and federal law. The use of paid time-off will not extend the length of the leave to which you are otherwise entitled. You may be eligible for state disability insurance during your leave, visit www.edd.ca.gov for more information.

It is understood that you will not obtain other employment or apply for unemployment insurance while you are on a leave. Acceptance of other employment while on leave or failure to return on the day agreed without prior approval may be treated as a voluntary resignation.

Notice and Certification Requirements

It is important to request any leave in writing as far in advance as possible, to keep in touch with your Supervisor during your leave and to give prompt notice if there is any change in your return date. In addition, you may be required to provide us with a certification from a health care provider both prior to the leave and before reinstatement. The certification should include:

- The date on which you become disabled or the date of the medical advisability for a transfer;
- The probable duration of the period(s) of the disability or the period(s) for the advisability of a transfer; and,
- A statement that, due to disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that a transfer is medically advisable.

Accrual of Benefits

You will not accrue any benefits (such as vacation, sick leave, holidays, etc.) during an approved leave.

Contributions Related to a Group Health Plan While on a Leave

We will maintain your group health insurance coverage while on: [Choose all that apply: a PDL [include if you have 5 or more employees], CFRA [include if you have 5 or more employees], Organ Donation Leave [include if you have 15 or more employees], or FMLA [include if you have 50 or more employees], if such insurance was provided before the leave was taken and on the same terms as if you had continued to work. In some instances, we may recover premiums we paid to maintain your health coverage if you fail to return to work following the leave.

We will not compensate, nor make any contributions to the Group Health Plan for you while on a personal medical (non-CFRA/FMLA) or worker's compensation (non-CFRA/FMLA) leave. You have the option to continue your present health insurance coverage under COBRA/Cal-COBRA guidelines. You will be responsible for the premium plus an administrative fee. It is your responsibility to make timely payments or you may be terminated from the plan.

NOTE TO EMPLOYER: You are not required to maintain benefits for employees on personal, personal medical (non-FMLA/CFRA) or Worker's Compensation (non-FMLA/CFRA) leave. CEA advises employers to be consistent in the granting of

benefits for non-qualifying leaves. Contact a CEA HR Director for more information.

Seniority during Leave

Leave for PDL, CFRA, Organ or Bone Marrow Donation, or FMLA will not be considered a break in your service for the purpose of salary adjustments, sick and vacation pay accrual, annual leave or seniority.

For all other leaves, you will not accrue seniority during your leave but you will not forfeit previously accrued seniority.

Job Reinstatement

Upon submission of a medical certification that you are able to return to work, you will be reinstated in accordance with applicable law. However, when you return from a leave you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if while on leave you would have been laid off had you not gone on leave, or if your position has been eliminated or filled in order to avoid undermining our ability to operate safely and efficiently during the leave, and there are no equivalent or comparable positions available, then you would not be entitled to reinstatement.

Jury Duty/Court Service

If you receive a notice to report for jury duty please notify your Supervisor immediately. If you are a non-exempt employee and are called to serve on jury duty or to make a court appearance, this time will be **{with/without}** pay. Exempt employees will be paid in accordance with state and federal law.

You must show proof of jury service and the amount of jury pay to which you are entitled. On any day of jury service in which you are excused entirely or in sufficient time to permit you to return to work for a minimum of one-half your regular scheduled shift, you are required to report for work.

[Option: If you pay employees for jury duty] You will receive the difference between your regular straight time hourly rate of pay, and the amount of jury pay for up to _____ working days.

Military Service

Leave without pay is provided to you when you enter military service of the armed forces of the United States or are in the armed forces reserves. You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 as well as any applicable state law.

Voting Time Off

You may claim time off without loss of pay to vote at statewide elections if you do not have sufficient time outside of working hours to vote. See your Supervisor at least two working days prior to Election Day if time off for voting is required. No more than two hours of the time taken off for voting will be without loss of pay. The time off for voting will be only at the beginning or end of your regular work shift, whichever allows the most free time for voting and the least time off from your regular work shift.

School Suspension Leave

If you are the parent or guardian of a child facing suspension from school and are summoned to the school to discuss the matter, you should notify your Supervisor as soon as possible before leaving work. No discriminatory action will be taken against you for taking time off for this purpose. We may require you to provide documentation of your need to attend a meeting at the school.

On-the-Job Illness/Injury Related Leave of Absence

NOTE TO EMPLOYER: The treatment of leaves of absence by an employer where the cause is a work-incurred disability (i.e., workers' compensation disability) requires a case-by-case analysis because of California Labor Code §132a. Before an employer decides to limit any particular benefit during a workers' compensation disability leave, the employer should seek the advice of an attorney.

If you sustain work-related injuries or illness you must inform your Supervisor immediately. No matter how minor the on-the-job injury may appear, it is important that it be reported immediately. Reporting procedures are critical to qualify for payment of workers' compensation benefits.

We will grant a workers' compensation disability leave if you have an occupational illness or injury in accordance with state law. We will try to reasonably accommodate you with modified work, where such work would be appropriate and is available. {Include if you are an CFRA [5 or more employees] or FMLA [50 or more employees] Employer: If you are eligible for a FMLA/CFRA leave, then leave taken for workers' compensation disability will run concurrently with FMLA/CFRA leave.

Neither the Worker's Compensation insurer nor the Company will be responsible for payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your work-

related duties. Workers' compensation fraud is cause for immediate termination.

Medical Leaves of Absence - non FMLA/CFRA qualifying

You may be granted a leave of absence due to a personal illness, injury or other disabling condition. We reserve the right to approve or deny any request for such leave. Our operational needs, your reason for leave, your job performance, requested length of leave and length of employment will be considered in determining whether your request will be granted.

Personal Leave of Absence

We will consider reasonable requests in writing for leave of absence for personal reasons, not to exceed _____ days if you have been regularly scheduled to work _____ hours per week for _____ continuous year(s) of employment. You must give a minimum of 30 days' notice except in the case of an emergency.

Crime Victims

NOTE TO EMPLOYER: All California employers must provide crime victims with time off to handle legal matters and must also provide reasonable accommodations.

Employers with 25 or more employees must provide these victims time off for medical treatment, psychological treatment, and safety planning.

We will not discriminate against you if you are a crime victim for taking time off to: appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding, obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety or welfare of you or your child.

If you have a TRO (Temporary Restraining Order) against another individual, you should inform your Supervisor or Human Resources immediately.

Additionally, if you are a victim of a crime or your immediate family member (defined as spouse, child or stepchild, brother or stepbrother, sister or stepsister, mother or stepmother, father or stepfather) is a victim of a crime, you may take time off to appear in court or to attend judicial proceedings related to the crime.

Please provide us with reasonable advance notice before you take time off. If, however, you are unable to provide advance notice, please provide proof explaining the reason for your absence within a reasonable time.

Proof can be a police report, court order or doctor's or counselor's note or similar document.

You may use any available time off for your absence, if you wish to be compensated during the leave.

You may ask for a reasonable accommodation to make sure you are safe at work. To facilitate your request, you will need to provide a signed statement certifying that your request is for a proper purpose. We will also need proof of your status as crime victim. (Any of the proof described above is acceptable.)

Insert this section only if you have **25 or More Employees**: Time off will also be granted if you are a crime victim and need to take time off from work to seek medical attention for injuries caused by crime or abuse, to obtain psychological counseling or mental health services related to an experience of crime or abuse, or to participate in safety planning and to take other actions to increase safety from future crimes or abuse.

Emergency Duty Leave

NOTE TO EMPLOYER: All employers must provide time off for emergency service. Employers with 50 or more employees must also provide up to 14 days per year for training.

If you are a volunteer firefighter, peace officer, an employee or member of a disaster response entity sponsored or requested by the state, please tell your Supervisor that you may have to take time off for emergency duty. When taking time off for emergency duty, tell your Supervisor before doing so when possible. [Include if you have 50 or more employees]: You are also eligible for unpaid leave for required training.

Pregnancy Disability Leave (PDL)

NOTE TO EMPLOYER: The following section applies to employers with 5 or more employees.

If you are disabled due to pregnancy, childbirth, or related medical condition, you may take up to a maximum of four (4) months leave per pregnancy. "Four months" means the number of days you would normally work within four calendar months (one-third of a year equaling 17-1/3 weeks), if the leave is taken continuously, following the date the pregnancy disability leave commences. If your schedule varies from month-to-month, a monthly average of the hours worked over the four months prior to the beginning of the leave shall be used for calculating your normal work month. A pregnancy disability leave does not need to be taken in one continuous period of time, but can be taken on an as needed basis.

Leave may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal

medical appointments, doctor-ordered bed rest, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or postpartum depression. Leave may be taken consecutively or intermittently. The amount of leave needed is determined by your health care provider's recommendation.

At your option, you can use any accrued paid time off as part of your pregnancy disability leave before taking the remainder of your leave on an unpaid basis. The substitution of any paid leave will not extend the duration of your pregnancy disability leave.

Employees who are granted leaves for pregnancy will be returned to their same or similar position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. You should promptly notify the Company of the need for a reasonable accommodation.

You must give the organization at least 30 days' advance notice if your need for pregnancy-related disability leave, reasonable accommodation, or transfer is foreseeable. Otherwise please give the Company notice as soon as is practicable if the need is an emergency or unforeseeable.

Prior to the start of the leave, the Company will require a written medical certification indicating that you are disabled because of pregnancy or that it is medically advisable for you to be reasonably accommodated for pregnancy. The certification should include an anticipated date when you will be able to return to your job or job duties. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further certification from your health care provider that you are unable to perform your job or job duties and the revised anticipated date of return.

Medical insurance and coverage will be continued on the same basis, including your requirement to make any premium contributions, as when you are actively employed.

California Family Rights Act (CFRA) Leave

NOTE TO EMPLOYER: *The following section applies to employers with 5 or more employees. A rolling 12-month period is suggested when calculating CFRA leave eligibility. Please discuss your options with a CEA HR Director. For additional information concerning CFRA leave, see [our Fact Sheet](#).*

We will grant family and medical leave in accordance with state law in effect at the time the leave is granted. To be eligible for family and medical leave benefits, you

must: (1) have worked for us for a total of at least 12 months and (2) have worked at least 1,250 hours over the previous 12 months.

If eligible, you may receive up to a total of 12 workweeks of unpaid leave during a 12-month period. A 12-month period begins on (select one): calendar year; your anniversary date; fiscal year; the 12-month period measured forward from the date your leave begins; a "rolling" 12-month period measured backward from the date you use this leave].

Leave may be used for one or more of the following reasons:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member, defined as a spouse, registered domestic partner, child, child of a registered domestic partner, grandchild, sibling, parent, parent-in-law, or grandparent with a serious health condition.
- You are unable to work because of your own serious health condition.
- For any qualifying exigency because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Under some circumstances, you may take family and medical leave intermittently – which means taking leave in smaller blocks of time – or by reducing your normal weekly or daily work schedule.

If you are pregnant, you may have the right to take a pregnancy disability leave in addition to a family and medical leave.

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity.

Parents who work for us may each take 12 workweeks of leave for purposes of bonding with a new child.

Should a leave or an extension be requested and granted providing for leave longer than 12 workweeks in any 12 month period, such leave or extension will generally not contain a guarantee of reinstatement to the same or an equivalent position. We will grant leaves and extensions in accordance with state and federal law in effect at the time the leave is granted. You will be advised at the time the leave or extension is granted what conditions apply to that leave or extension.

Bone Marrow and Organ Donation Leave of Absence

NOTE TO EMPLOYER: The following section applies to employers with 15 or more employees.

You will be eligible for up to 30 business days paid leave and up to 30 days unpaid leave in any one-year period for organ donation and up to five business days paid leave for bone marrow donation. A 12-month period begins on the date of your first use of bone marrow and organ donation leave. To qualify, you may be required to provide us with written verification of your status as an organ or bone marrow donor and the medical necessity for the donation.

Leave for organ or bone marrow donation will not be considered a break in your service for the purpose of salary adjustments, sick and vacation pay accrual, annual leave or seniority. We may require you to use up to five days of accrued vacation for bone marrow donation leave and up to two weeks of such time for organ donation leave. Accrued paid sick leave time may be used at the employee's request.

Civil Air Patrol Leave

NOTE TO EMPLOYER: The following section applies to employers with 16 or more employees.

Volunteer members of the California Wing of the Civil Air Patrol may take up to 10 days of unpaid leave per year when called to respond to an emergency operational mission. To qualify for this leave you must be an employee for at least 90 days immediately preceding the commencement of the leave and you will be required to give us as much notice as possible of the intended leave dates.

Military Spousal Leave

NOTE TO EMPLOYER: Military Spousal Leave applies to employers with 25 or more employees.

You may take up to 10 days of unpaid leave when your spouse is on leave from deployment during a period of military conflict. To qualify for this leave:

- Your spouse must be a member of the Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or a member of the National Guard or Reserves who has been ordered to active duty and deployed during a period of military conflict.
- You must be employed for an average of 20 or more hours per week.

- You must provide us with notice of your intent to take this leave within two business days of receiving official notice that your spouse will be on leave from deployment.
- You must submit written documentation certifying your spouse will be on leave from deployment during the requested leave time.

Family School and Child Care Partnership Leave

NOTE TO EMPLOYER: This applies to employers with 25 or more employees working at the same location

We encourage you to participate in the school or child care activities of your child(ren). If you are the parent or guardian of children in kindergarten through grade 12 or who are with a licensed a child care provider, you may take up to 40 hours per calendar year for the purpose of protected school or childcare related activities and enrollment. You may also use this time to address a child care provider or school emergency, including unexpected closure, natural disaster, or discipline problems.

Time may not exceed eight hours in any one calendar month- unless the time off is for a school or childcare emergency as defined by law.

Please provide your Supervisor with as much advance notice as possible. This time will be without pay but you may use accrued paid time off.

Family Medical Leave Act (FMLA)

NOTES TO EMPLOYER: The following section applies to employers with 50 or more employees. A rolling 12- month period is suggested when calculating FMLA leave eligibility. Please discuss your options with a CEA HR Director. For additional information concerning FMLA leave, please see [our Fact Sheet](#).

For certain leaves, CFRA leave will run concurrently with FMLA leave. This means that an employee may on an FMLA Leave and CFRA leave at the same time.

We will grant family and medical leave in accordance with federal law in effect at the time the leave is granted. To be eligible for family and medical leave benefits, you must: (1) have worked for us for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months; and (3) work at a location where at least 50 employees are employed within 75 miles.

If eligible, you may receive up to a total of 12 workweeks of unpaid leave during a 12-month period (26 weeks for military caregiver leave). Except for military caregiver

leave, a 12-month period begins on (select one): calendar year; your anniversary date; fiscal year; the 12-month period measured forward from the date your leave begins; a “rolling” 12-month period measured backward from the date you use this leave]

A 12-month period for military caregiver leave begins on the date your first FMLA leave to care for the covered servicemember begins.

Leave may be used for one or more of the following reasons:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child or parent) with a serious health condition.
- You are unable to work because of your own serious health condition.
- Your own pregnancy-related disability.
- For any qualifying exigency because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
- An employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a combined total of 26 workweeks of leave during a 12-month period to care for the service member.

Under some circumstances, you may take family and medical leave intermittently – which means taking leave in smaller blocks of time - or by reducing your normal weekly or daily work schedule.

You may be granted family and medical leave for drug- or alcohol-related illness. We will reasonably accommodate you if you wish to participate in an alcohol or drug rehabilitation program. There will be a guarantee of a job upon your return from the leave. You may use any available paid time off to offset this leave without pay.

If you are pregnant, you may have the right to take a pregnancy disability leave in addition to a family and medical leave.

A leave taken due to a “qualifying exigency” related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member’s health care provider.

If your spouse works for us, you may take a combined total of 26 workweeks of military caregiver leave in a 12-month period. This limitation also applies to a

combination of military caregiver leave and leave for the other qualifying reasons.

Should a leave or an extension be requested and granted providing for leave longer than 12 workweeks in any 12 month period, such leave or extension will generally not contain a guarantee of reinstatement to the same or an equivalent position (26 weeks for military caregiver leave). We will grant leaves and extensions in accordance with state and federal law in effect at the time the leave is granted. You will be advised at the time the leave or extension is granted what conditions apply to that leave or extension.

SECTION 5 INTEGRITY

Conduct

We place a high value on teamwork and ethical conduct. As a business, we follow the laws and regulations that govern us and as an employee, we expect you to do the same. You must conduct yourself in a manner that will not embarrass or discredit our good reputation. You are expected to give loyal and efficient service and your conduct on and off the job is a direct reflection of us. Because you represent us, the community's impression of you will often be their impression of our entire organization. In your relations with others, whether they are co-workers, vendors or customers, you are asked to be courteous, tactful and fair.

Regardless of your classification, status or length of service, you are expected to meet and maintain our standards for job performance and behavior. Although there is no way to identify every possible violation of standards of conduct, the following is a partial list of infractions:

- Conduct which may endanger the wellbeing of any employee or other person on Company premises.
- Falsifying any employment document, filing a false claim of worker’s compensation or harassment.
- Gambling, carrying weapons or explosives, or violating criminal laws.
- Fighting, throwing objects, horseplay, practical jokes, or other.
- Engaging in acts of dishonesty, fraud, theft, or sabotage.
- Posting harassing, threatening, slanderous or malicious posts on social media websites.
- Threatening, intimidating, coercing, using abusive or vulgar language, or interfering with the performance of other employees.

- Insubordination, refusal to comply with instructions, or failure to perform duties which are assigned.
- Damaging, misusing, losing, or destroying Company property due to unauthorized use or careless and willful acts.
- Performance which does not meet the requirements of the position, including excessive absences or tardiness.
- Other circumstances that we determine warrant corrective action.

Attendance

NOTE TO EMPLOYER: If you have an attendance management program or other policy statement regarding acceptable attendance you may not count paid sick leave absences or any other protected leave of absence against the employee's attendance.

We understand that there may be times when you cannot come in to work due to illness or an emergency. If you must be late or absent from work for a good reason, a previous arrangement with your Supervisor is required. If this is not possible, you must call your Supervisor **prior** to the start of your workday. Always state the reason for your late arrival or absence and your expected date of return or when you expect to return to work.

If you fail to call in or show up for ____ consecutive days or on ____ separate instances, you will be considered to have voluntarily quit at the close of business on the ____ day, unless the reason for your absence is accepted by your Supervisor.

Absences protected by law will not count as a violation of this attendance policy.

Sample statements

Tardiness: Any employee who is late ____ times in ____ will receive a written warning notice.

If you are absent without prior notification and fail to call in by __:__, you will receive a written warning notice.

_____ absences without notification will be considered a voluntary quit.

An absence or tardiness following _____ written warning notices in _____ days/months will result in immediate termination.

Drug Free Workplace Policy

NOTE TO EMPLOYER: If you contract with or receive grants from the state of California, you are

required to certify that you provide a drug-free workplace per California's Drug-Free Workplace Act of 1990.

If you enter into a federal contract for the procurement of property or services valued at \$100,000 or more, or if you receive any federal grants, you must follow the regulations of the Drug Free Workplace Act of 1988.

Whether or not your employees come under the requirements of state or federal drug-free workplace regulations, you may choose to create a drug-free workplace policy.

[Insert if you have DOT drivers]: This policy is in addition to and separate from policy governing DOT-regulated drivers.

Use of alcohol, marijuana, or any controlled substance on the job adversely affects your work performance, efficiency, safety and health and the wellbeing of others. Our workforce and workplace must be free of illegal (under state and federal law) substances (The term "illegal" includes marijuana; drugs not legally obtainable under federal or state law, prescribed drugs not legally obtained and prescribed drugs not being used for the prescribed purposes.) This requirement is based upon the fact that any measurable amount of an illegal drug may render the employee physically or mentally impaired. While we recognize your right to your own lifestyle, we will not accept the risk that on-the-job or off-the-job alcohol or drug abuse by you may cause or contribute to accidents or other job performance problems.

Furthermore, the use or being under the influence of alcohol or of any legally obtained drugs, including marijuana, by you while performing Company business or while in our facility is prohibited. If you feel, or have been informed, that the use of a legal drug may present a safety risk, you are to report such drug use to your Supervisor.

In order to provide you with some guidance concerning unacceptable behavior, we strictly prohibit the following:

- Possession, use, or working under the influence of alcohol, marijuana, and/or an illegal substance.
- Distribution, sale, dispensing, manufacture or purchase of illegal controlled substances or controlled substances used in an illegal way at the worksite.
- Driving a Company vehicle at any time, or your personal vehicle on Company business, while under the influence of alcohol, marijuana, or an illegal substance.
- The use of, or working under the influence of, any controlled substance, including prescription or over-the-counter drugs, if such use or influence may affect the safety of co-workers,

members of the public, your job performance or the safe or efficient operation of our facility.

If you violate the above rules and standards of conduct, we may bring the matter to the attention of appropriate law enforcement authorities.

If you have chemical dependencies (alcohol or drugs), we will encourage you to seek treatment and/or rehabilitation. To this end, if you desire such assistance you should request a treatment or rehabilitation leave.

[Employers with 25 or More Employees include]:

We will reasonably accommodate an employee who wishes to participate in an alcohol or drug rehabilitation program. At no time will we discriminate, harass, or retaliate in any way against you for making your request. If you are unable to perform your duties, or cannot perform the duties in a manner which would not endanger your health or safety or the health or safety of others, because of your current use of alcohol or drugs, you may be subject to discipline, without regard to your eligibility for a leave of absence.

Reasonable Suspicion Testing

You will be tested for the presence of drugs and/or alcohol if reasonable suspicion exists to indicate that your ability to perform your work or to work safely may be impaired. Also, if there is reasonable suspicion of your possession, distribution, dispensing, manufacture of illegal drugs, or usage of alcohol or illegal drugs at the workplace, reasonable suspicion testing will be required.

If you fail the drug test and/or have alcohol present at the levels set forth by us or if you refuse or otherwise fail to comply with the required suspicion-based testing process you will be subject to immediate suspension followed by termination of employment.

Medical Marijuana

The possession of a medical marijuana card will not insulate you from negative consequences for violating the provisions of this section.

Recreational Marijuana

Marijuana is still an illegal drug under federal law and all provisions of this policy apply to its use, regardless of its legality under any state law. Cannabidiol (CBD) products are not regulated by the FDA and they have no meaningful guarantee of what's in the supplement. In other words, if you use CBD products you need to know you are using them at their own risk – if THC turns out to be present, you will violate this policy.

Off-the-Job Conduct

Based on the judgment of management regarding the circumstances of the case, you may be referred for

treatment/rehabilitation rather than subjecting you to disciplinary action for violation of this policy.

Rehire Following Termination for Substance Abuse

If your employment is terminated for violation of the policy, you may be considered for rehire after one year following termination and upon providing competent written medical opinion attesting to your full recovery from drug/alcohol abuse.

Workplace Violence

We do not tolerate threats or acts of violence in the workplace, and workplace security is an integral part of our Injury and Illness Prevention Program. This includes such things as physical violence and fighting, but also includes vulgar or abusive language, threatening, intimidating or coercive behavior aimed directly or indirectly at any employee or person doing business with us.

All employees should treat each other in a considerate and respectful manner. You should feel free to report, without fear of retaliation, any condition that you believe poses a safety, health or security risk in the workplace. We will investigate such reports promptly and thoroughly and take appropriate corrective action to support this policy. We will consider any comments or jokes regarding threats of violence as serious, and deal with them as outlined above.

Workplace Weapons Policy

In order to ensure a safe environment for employees and customers, we prohibit the wearing, transporting, storage, or presence of firearms or other dangerous weapons in our facilities or on our property. Any employee in possession of a firearm or other weapon while on our facilities/property or while otherwise fulfilling job responsibilities may face disciplinary action including termination. Possession of a valid concealed weapons permit authorized by the State of California is **not** an exception under this policy.

Firearms or other dangerous weapons mean:

- Any device from which a projectile may be fired by an explosive
- Any simulated firearm operated by gas or compressed air
- Sling shot
- Sand club
- Metal knuckles
- Any spring blade knife
- Any knife which operates or is ejected open by an outward, downward thrust or movement
- Any instrument that can be used as a club and poses a reasonable risk of injury

This policy does not apply to:

- Any law enforcement personnel engaged in official duties
- Any security personnel engaged in official duties
- Any person engaged in military activities sponsored by the federal or state government, while engaged in official duties

Staff or security personnel will request any client or visitor found in possession of a firearm or other dangerous weapon to remove it from the facility. The client or visitor may also be removed from the property, and local law enforcement authorities will be notified promptly.

Confidential Information

Our product designs, production processes, corporate policies, personnel records, procedures and manuals, customer lists and business records are assets. It is important that this information is kept **confidential** for Company use **only**.

It is understood and agreed between us that confidential Company or customer information is not to be disclosed to people outside of our Company, or to other employees who do not have a legitimate need to know without prior approval from your Supervisor.

Customer Relations

Every contact with a customer (client/guest/resident/patient) shall result in a satisfied customer. They should always be treated with the highest standards of professionalism and courtesy, even when an individual does not reciprocate. Remember it is the customer who make us successful and will help us to continue to grow.

Conflicts of Interest

You have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Business dealings with outside firms should not result in unusual gain from those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks and other windfalls designed to ultimately benefit you. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in a personal gain for you or for a relative as a result of our business dealing. No presumption of guilt is created by the mere existence of a relationship with outside firms. However, if you have any influence on transactions involving purchases, contracts or leases, it

is imperative that you disclose the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

No-Solicitation Rule

Solicitation of any type by you during working time is prohibited. Distribution of literature of any type or description by you at work is prohibited.

Working time includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting or distribution is being directed. Working time does not include meal periods, rest periods or other specified periods during the workday when employees are not engaged in performing their work tasks.

Solicitation or distribution of literature by non-employees on our property is prohibited at all times. Any such incidents should be reported to Management immediately.

Gifts and Tipping

Every customer is entitled to efficient and courteous service. Since such service is given impartially to all, tips or gratuities are not expected. Therefore, you are not allowed to accept tips or gifts of any kind from customers, vendors or visitors.

Use of Electronic Communication Devices and the Internet

We provide access to electronic communication devices, equipment, and technology, including, but not limited to, telephones, electronic mail, voice mail, computers and the Internet. We may utilize surveillance equipment in the interior and exterior areas of our office buildings.

Ownership of Systems and Data

All messages, materials, information and software created, transmitted, downloaded, received or stored on our computers or other electronic or telephone systems are our property. We reserve the right to monitor, retrieve and read any data composed, sent or received, utilizing our systems. You should be aware that, even when a message is erased or a website page is closed, it is still possible to recreate the message or locate the site. Messages on these systems are considered a business communication, and are not private employee communication. Furthermore, all communications, including text and images, may be disclosed to law enforcement or other third parties without the prior consent of the sender or the receiver.

We reserve the right to monitor all Company computer and electronic equipment, including voice mail, electronic mail and Internet accounts. You should not

consider Internet usage or voice and electronic communications on Company property to be private. All passwords must be made known to the appropriate representative so that we may access your system at any time, including when you are absent.

Authorized Access

You should only access messages, files or programs, whether computerized or not, that you have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, voice mail messages, or other Company property or improper use of information obtained by unauthorized means, will not be tolerated. Such information includes, but is not limited to, confidential information such as customer data, trade secrets, personnel information or other material covered by our confidential information and conflict of interest policy.

Acceptable Use

When you access the Internet, voice mail or electronic mail systems you are representing us. You are responsible for ensuring that you use these systems in an effective, ethical and lawful manner.

Harassment, nondiscrimination and solicitation policies all extend to such use. Sending, saving or viewing offensive material on the Internet is prohibited. Similarly, voice mail, text, electronic mail, or other digital messages may not contain content that is offensive or disruptive to any employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments or any comments, jokes or images that would offend someone on the basis of his or her age, disability, gender, race, religion, national origin, physical attributes, sexual orientation or any other characteristic or activity protected by applicable law. Any use of the Internet, company provided equipment or other electronic systems to harass or discriminate is strictly prohibited.

Employee Responsibility

You are responsible for the content of all text, audio or images that you place or send. All messages communicated on the Internet or company provided equipment should have your username attached. Messages may not be transmitted using someone else's name or under an assumed name. If you wish to express personal opinions on the Internet, you are encouraged to obtain your own user name on other Internet systems. You should refrain from identifying yourself as representing us or our views unless you are specifically authorized to do so. You should preface your opinions about our industry, us or your work duties with a disclaimer stating that your views do not necessarily represent your employer.

Software

Any software, applications, or other material downloaded into computers may be used only in ways that are consistent with the licenses and copyrights of the vendors, authors, or owners of the material. Prior written authorization from us is required before introducing any software into the computer system. To prevent computer viruses from being transmitted through the system, you are not authorized to download any software into your computer or any driver - this includes any entertainment software or games. If you are interested in obtaining software from the Internet, you should receive appropriate authorization from your Supervisor.

Email Retention Policy

Email or instant message records should be treated like other business records when it comes to record retention schedules. Emails should not be stored for longer than necessary so that they do not unnecessarily utilize computer storage space. Consult our record retention guidelines or consult your Supervisor.

Social Media

Surfing the web, checking personal social media sites, shopping online, or playing games for non-business related purposes on Company computers without prior approval is prohibited during work time.

Company communications and computer technology are designed and intended for work. Do not use any work related social media tools (blogs, LinkedIn account, Facebook, etc.) unless you have received training and approval to use these tools. Do not use social networking accounts to harass, threaten, libel, defame, or discriminate against co-workers, managers, customers, or anyone else. Posting of pictures or video that take place at a Company location or venue in uniform, or in any other way connected to the work environment should be approved by your Supervisor prior to posting.

At all times any electronic communications and social networking activities for work-related purposes must maintain and reflect our standards for professionalism. You must comply with all policies which cover confidential information and trade secrets. If you review or make a statement about a product that we are a producer or marketer for, or you receive compensation or free merchandise for reviewing a product, the relationship must be disclosed.

Personal Property/Inspections

To keep your valuable belongings safe, it is best to leave them at home and not bring them to work. Personal items, coats, purses, lunches, etc. may be stored in your

desk or in a designated storage area. While you are on Company property, these items or any other personal property may need to be inspected because of safety, health, security or other concerns. If any of your personal items are missing due to theft or carelessness, we are not responsible.

Unauthorized Removal, Use or Possession of Company Property

Company property includes, but is not limited to, Company vehicles, equipment, tools, office equipment, documents and files. Company property may only be used on authorized jobs and may not be used by employees for personal purposes. At no time may an employee or friend/relative of an employee remove or keep in their personal possession any property without approval from the [Insert, e.g., Owner/President/Manager]. We reserve the right to notify the appropriate authorities with the names of the individuals involved in the unauthorized possession of Company property.

Mobile Phones

The use of personal phones is prohibited during working hours unless you are on a designated rest or meal period. Your phone should be turned off and stored away from your work area at all times.

Except in the case of an emergency, you are prohibited from texting and are required to use a hands-free device when using a phone while operating a motor vehicle. Whenever feasible, you should safely pull off the road to use a phone.

Employees are prohibited from using the camera feature on their cell phone or other electronic devices during business hours for non-business purposes.

Non-exempt employees must have prior approval before using their mobile phone for business purposes after regularly scheduled work hours. If you do utilize your cell phone or other electronic devices for business after regularly scheduled work hours, you must report that work time to your Supervisor immediately.

Personal Business at Work

Be sure to take care of your personal affairs when you are not at work. This includes receiving personal mail, cashing personal checks and using the telephone for personal reasons. You are permitted to use Company phones to place or receive brief personal calls while you are on the job as long as this practice does not become excessive.

Dating in the Workplace/Consensual Relationships

We realize that romantic relationships may occur in the workplace. To ensure a relationship does not violate our harassment policy, employees who enter into such relationships must notify their Supervisor of the relationship and review the policy prohibiting harassment in the workplace. It is the responsibility of each party to ensure that they conduct themselves in a completely professional manner, will not engage in offensive work behavior, and that the romantic relationship will not adversely affect an employee's individual work performance.

NOTE TO EMPLOYER: You can use the optional language below if you want to prohibit Supervisor/Subordinate relationships at your business.

However, we do prohibit such relationships in the event they involve a Supervisor and subordinate. Romantic relationships between a Supervisor and subordinate can be harmful not only to the people involved but also to the work group in general and therefore they are prohibited. Employees involved in such relationships will be reassigned when possible.

Employment of Relatives

You may not be placed into a position where you are the immediate supervisor, or have a direct or indirect line of authority over another family member. If you become related during employment, action may be taken so that there is no reporting relationship. Relatives include an employee's parent, child, spouse, registered domestic partner, sibling, in-laws and step relationships.

Outside Employment

We have no objection to you holding another job as long as you effectively meet the performance standards for your job with us. We ask that you think seriously about the effects extra work may have on the limits of your endurance, your overall personal health and your effectiveness. We will hold all employees to the same standards of performance and scheduling demands and cannot make exceptions for employees who also hold outside jobs. You may not solicit any customer to perform any work, service, installation or repair of the type performed by our Company.

SECTION 6 ON THE JOB

Promotions

It is our policy, where possible, to promote qualified personnel from within. Open positions will be posted and may be open to the public as well. If you are promoted to a new position, you will be given up to thirty calendar days to demonstrate your ability and qualifications to satisfactorily perform the full duties required of the new position. If you do not perform satisfactorily within such time, you may be returned to the position you formerly held at the appropriate wage for the position you formerly held.

Transfers/Shift Exchanges

You may request a transfer to another department and all requests will be processed on the basis of ability, qualification, length of service and our needs. If you wish to exchange shifts with a co-worker, you must obtain your Supervisor's approval in advance.

Personal Information

It is your responsibility to immediately advise your Supervisor of any change in your personal information, such as your telephone number, address or name. It is important, and to your benefit, that this information be accurate and timely.

Personnel Files

Upon written request, you may inspect your own personnel file and may take notes on any material contained therein. If you wish to inspect your file, please let your Supervisor know so an appointment may be scheduled. If you wish copies made of any document, a reasonable fee will be charged. Materials maintained in your personnel file will not be disclosed to anyone except upon prior written authorization from you, in compliance with a lawfully served subpoena or at the request of law enforcement agencies.

Leaving our Company

If you find it necessary to resign, you are requested, but not required, to give advance notice of at least two weeks in writing indicating the last day of work and the reason for your resignation. This date will be considered the effective date of your resignation. If you resign or are terminated for any reason during your employment, you will receive accrued and unused vacation benefits.

The final paycheck for employees who resign with at least 72 hours' advance notice will be provided on their last day of work. Employees who do not give such

notice will receive their paycheck within 72 hours of their resignation date.

Your final paycheck will be available for you to pick up at the office during normal business hours. If you request, and you have direct deposit, your final paycheck may be paid by direct deposit to your account on your final day. If you wish to have your final paycheck mailed to you, you must authorize the mailing as well as the address to which you want your final paycheck mailed, in writing.

An exit interview may be scheduled which will allow you to share your thoughts and experiences while working with us. Letters of reference generally will not be given to employees. Exceptions to this policy may occur only upon the written approval of the [Insert, e.g., Owner/President/Manager].

On-the-Job Illness/Injury/First Aid

If you receive an injury while on the job or in the course of employment, **IMMEDIATELY** report to your Supervisor the following information: time of accident, location where the accident occurred, circumstances of the accident, description of the injury and any witness(es) to the accident.

Injuries that you may feel are minor at the time of the accident may develop further complications. Report all accidents to your Supervisor **IMMEDIATELY** for your protection.

You may elect, either at the time you are hired or later in your employment, to be treated by your own pre-designated personal physician in the event of an injury on the job. You must notify the Office Manager in writing prior to the date of an injury that this is your wish. "Personal physician" is defined as your regular primary care physician or surgeon who has directed medical treatment on previous occasions and who retains your medical records, and agrees to be pre-designated.

Non-Retaliation

Employees have a right and are therefore encouraged to report any workplace injury or illness. Employees who report workplace illnesses or injuries are expressly protected from retaliation and no adverse action will be taken against employees for doing so. If employees believe that adverse or retaliatory action has been taken, they should immediately report such actions to [HR, Board of Directors, etc.] or any company official not involved in the complaint.

Company Vehicles

We may provide you with a vehicle for Company business. As a convenience to employees who have been granted a Company vehicle, they may drive the vehicle to and from their home. No other personal travel is allowed.

You must observe all laws and safety guidelines while using a vehicle and smoking is prohibited within the vehicle at all times.

We will stock vehicles with an adequate supply of parts, tools, equipment and supplies and should only be used on authorized jobs. Each employee must account for the inventory of their vehicle. We will be responsible for all necessary repairs and maintenance. If any repairs are needed, you must bring them to the attention of management as soon as possible.

Gasoline Credit Cards

Gasoline credit cards are to be used for the exclusive purpose of refueling Company vehicles. Employees are not authorized to purchase food or other store items with the gas card.

Personal Vehicle Use

We will not pay for any fines or tickets you receive while driving on Company business. You should not have any passengers in the vehicle with you, unless you have approval.

In order to drive a vehicle for the Company, you must have proof of insurance, a valid driver's license, be insurable by our insurance carrier and maintain a safe driving record.

Hand Tools

We provide tools for your use while you are at a Company authorized job site. Such tools are not for personal use and are not to be used for anything other than Company business.

It is your responsibility to ensure that all tools are well cared for and that they are returned to their designated storage location at the end of the day or returned upon termination. If any tools are damaged or lost, you must notify your Supervisor immediately. We may require you to provide your own hand tools if your hourly wage is at least two times the minimum hourly wage.

Employee Tool Insurance

We will pay the premium for tool insurance for your personal tools which we require you to use in the scope of your employment. The insurance is to cover all risk of physical loss and is subject to the coverage, limitations, deductible and other requirements as set forth in the insurance policy itself. In order to be protected, you must keep an up-to-date list of all tools on file.

Visiting Our Clients/Jobsite Etiquette

You are a representative of our Company and it is imperative that while performing your job duties at a client's site, that you always maintain a professional attitude. Be sure to always treat the client with the utmost respect and courtesy and notify your Supervisor if there are any issues or concerns regarding your client visit.

Working with Subcontractors

We often work with other subcontractors at a client's worksite. You must maintain a professional relationship with subcontractors at all times. Follow the guidelines listed below at all times:

- Do not use another subcontractors hand tools, power tools and/or building materials
- If you find another subcontractor using our tools, please notify your Supervisor immediately
- Do not argue with another subcontractor – any issues should be resolved with the assistance of your Supervisor

SECTION 7 GENERAL INFORMATION

Bulletin Board

We use a bulletin board to keep you up to date on policies, notices and events. You are responsible for keeping up to date by reading the bulletin board. Bulletin boards are not intended for the personal use of employees, and only authorized notices may be posted.

Safety

To assist in providing a safe and healthy work environment for employees, customers and visitors, we have established an Injury and Illness Prevention Program. This program is a top priority, and we have the responsibility of implementing, administering, monitoring and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

We provide information to employees about workplace safety, health and security issues through regular internal communication channels such as employee meetings, bulletin board postings, memos or other written communications.

You are expected to obey safety rules and to exercise caution in all work activities. Please immediately report any unsafe conditions to your Supervisor.

If you work outside of our usual hours you must:

- Obtain prior permission from your Supervisor.
- Lock doors that are unlocked when passing through to work area.
- Require identification and purpose from anyone requesting building access before unlocking door.

If you notice a suspicious person on the premises or observe any unusual, peculiar activities, you must immediately notify your Supervisor or _____. There are designated areas that are restricted to authorized employees.

Packages

It is not permissible to carry any packages into the facility unless there is an emergency, and the Supervisor has approved this action. All packages, handbags or containers brought into or taken out of the facility are subject to inspection.

First Aid

A first aid kit is available for use in the event of minor injuries. It is located in the _____. Should an injury occur do not hesitate to call **911** in the case of an emergency. You should be familiar with our safety and first aid procedures.

Visitors

Visits of a personal nature by former employees, members of your family or friends, are not permitted without prior arrangements being made with your Supervisor.

Housekeeping

You are responsible for maintaining your individual work area in a clean, neat and functional manner. The eating of snacks or foods and drinking of liquids at workstations using computer terminals should be limited. Extra caution should be used in those areas in regards to preventing staples, paper clips and foreign materials from entering the keyboards. Lunch or break rooms are the responsibility of all employees and must be maintained in a presentable manner. Guests may use those facilities and they should not be subjected to dirty dishes, food particles or spilled liquids.

Parking

Please park in your designated area and avoid spaces reserved for _____ customers (clients/guests/residents/patients) or disabled persons.

Smoking/Tobacco Use

Smoking, including the use of vaporizers or “vape” pens, is prohibited in all areas of the buildings. Smoking is only permitted in designated smoking areas **outside** of the building. Additional breaks for the purpose of smoking or the use of tobacco products will not be provided to any employee.

SECTION 8 ENVIRONMENTAL WORKPLACE

NOTE TO EMPLOYER: This section pertains to Medical/Dental/Healthcare businesses. If you do not fall under one of those industries, it should be deleted

General Information on Workplace Safety

Because this Office is concerned about the safety of its employees, we are dedicated to meeting OSHA standards to the best of our abilities. Every employee is expected to contribute his or her finest efforts to making our Office safe for employees and patients. Employees are encouraged to bring to any concerns they may have about OSHA to the safety administrator’s attention.

Bloodborne Pathogens Standard

Below are our policies on the basic requirements of OSHA’s Bloodborne Pathogens Standard. For further information, please refer to the Exposure Control Plan.

Exposure Control Plan

We have a written Exposure Control Plan on file that is accessible to employees by contacting the OSHA Compliance Manager. It is reviewed and updated at least once a year or whenever changes are made in procedures that affect occupational exposure. The Exposure Control Plan covers the following topics:

- Which employees are covered by the Bloodborne Pathogens Standard;
- Methods and schedule for implementing the standards;
- Protocol for post-exposure evaluation and follow-up;
- Procedure for evaluating an exposure incident;
- Labels and color-coding for biohazard communication;
 - Employee training; Initial, Annual (OSHA Review), Ongoing (staff memos, in-service sheets)
- Access and maintenance of medical and training records.

Compliance Methods

During patient care, employees will use universal precautions to prevent contact with blood and saliva. The office will be maintained in a clean and sanitary condition, following the written housekeeping schedule.

Uniform Maintenance

Employees will use appropriate personal protective equipment (PPE), such as gowns, masks, eyewear, and gloves. Protective clothing and equipment will be provided, cleaned, repaired, and disposed of by the Office at no cost to employees. Reusable gowns worn as PPE should be changed when they become visibly soiled or be changed immediately if they are penetrated by blood or saliva. Used gowns should be removed before employees leave and placed in the designated container, marked with a biohazard symbol.

Hepatitis B Vaccination

The Hepatitis B vaccination is made available at no cost to all employees with risk for occupational exposure. Wherever possible, the first dose will be administered within ten (10) working days of your assignment to a job that may involve occupational exposure. If you decline to be vaccinated, you must sign a copy of our informed declination form. If you were previously vaccinated, you will be asked to document that fact. This information will be kept in your confidential medical record.

Post-exposure Evaluation

Any employee who has an exposure incident, such as a needle stick, must report it immediately to the Office Compliance Manager. We will arrange for a confidential post-exposure evaluation and follow-up services at no cost to the employee. The employee's blood will be collected and tested as soon as feasible to determine infectivity. The employee will be offered any medically indicated prophylaxis recommended by the U.S. Public Health Service. Within fifteen (15) days after the evaluation, the licensed health care professional who provides post-exposure evaluation and follow-up services will give the employer a written opinion stating that the exposed employee has been informed of the results of the evaluation and any medical conditions that may require further evaluation or treatment. The employee will be given a copy of the opinion, and the original will be kept in the confidential medical record.

Training

We provide training during work hours and at no cost to employees with risk of occupational exposure, when the employee starts work and annually thereafter. The training will cover such topics as the Bloodborne Pathogen Standards, symptoms of blood borne diseases, modes of transmission, and use of universal precautions and personal protective equipment.

Records

We maintain accurate employee medical records. Records include the name and Social Security number of the employee, a copy of the employee's hepatitis B vaccination status, including the dates of all hepatitis B vaccinations and medical records relative to the employee's ability to receive vaccination. Records will also contain the results of examinations, medical testing and follow-up procedures relating to exposures. Records will be kept confidential and will not be disclosed or reported without the employee's expressed written consent to any person within or outside the workplace except as required by law.

Hazard Communication Standard

Listed below are our policies on the basic requirements of OSHA's Hazard Communication Standard. For further information, please refer to the written Hazard Communication Program.

Hazard Communication Program

A written Hazard Communication Program is on file and is available to employees upon request. Please contact the OSHA Compliance Manager when you wish to review it.

Labeling

Products used in the Office have been labeled by the manufacturer to alert employees to hazardous chemicals in those products. Labels on covered products include the manufacturer's name and address, the identity of the hazardous chemical(s) and the appropriate hazard warning. If the product is transferred from the original container to a secondary one, and is to be used at a later time or by other workers, the secondary container must be labeled with information about the identity of the hazardous chemical(s). The appropriate hazard warnings must be transferred to the secondary container. Drugs and devices with FDA-approved labels are exempt from all requirements under this standard. Consumer products and drugs in solid, final form are exempt from OSHA requirements.

Training

Employees with occupational exposure to hazardous chemicals receive training and information when they start employment and when changes in tasks or procedures occur or new hazardous chemicals are introduced. The training covers such topics as the Hazard Communication Standard, work operations involving hazardous chemicals in the workplace, and how employees can protect themselves against chemical hazards.

Emergencies

Because we value employee safety, we have a written emergency action plan and a fire prevention plan on file. Please contact our OSHA Compliance Manager to review them. Here is a summary of the procedures we use to protect employees and patients in case of an emergency.

Building Safety

The building exit should remain unobstructed, easily unlocked and clearly marked. The (Doctor/Safety Coordinator) will be responsible for keeping the fire detection and alarm systems and fire extinguishers in proper working order. We have fire/smoke alarms and fire extinguishers mounted throughout the building.

Evacuation

If a fire breaks out in the building, all employees and patients should exit the building quickly and safely. Do not try to fight the fire or stop to retrieve personal belongings. Once everyone has evacuated the building, you should gather at the Marquee Sign. (Doctor's Name) will be responsible for making sure that all employees and patients are accounted for as well as reporting anyone missing to the fire officials. You will be allowed to return to the building as soon as the fire department has given permission to do so. Emergency evacuations for other reasons should follow the same procedure.

Medical Emergency

In the case of serious medical emergency, employees should alert (Doctor's Name) immediately and call **911**. Until trained medical personnel arrive, staff members should do what is necessary to make the person comfortable. Administer CPR or first aid if you are certified.

ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

If I am a nonexempt employee, I understand that I will be authorized and permitted to take an unpaid, duty-free meal period of no less than 30 minutes whenever I exceed five hours in a work day. The meal period should begin prior to completing my fifth hour of work unless I am scheduled to work six (6) hours or less, and we agree in writing that the meal period may be waived. I understand I am authorized and permitted a second unpaid, duty-free meal period of thirty minutes whenever I work for a period of more than 10 hours in any workday.

If I am a nonexempt employee, I also understand that I am authorized and permitted to take one, ten-minute paid rest break for every four hours worked or major fraction thereof. I further understand that the rest period should be taken as close to the middle of each work period as possible.

I understand that I can report any workplace concerns, problems, and suggestions with my immediate Supervisor, Human Resource representative or management. If the nature of the matter is such that I would prefer not to discuss it with a particular person, I may discuss it with any level of management without fear of reprisal. **I may also contact the Employee Action Hotline at xxx-xxx-xxxx to report fraud, harassment, discriminatory conduct, hostile work environment issues, retaliation, work place violence, misconduct by employees and/or supervisors, illegal activity and safety violations. I understand I can report via the action hotline anonymously or by providing my name.**

I also acknowledge that this *Employee Handbook* supersedes and replaces any other employee handbook or similar document that may have been previously distributed. I further acknowledge that my employment is at-will and is not for a specified period of time and can be terminated at any time for any or no reason, with or without cause or notice.

By my signature below, I acknowledge that I have received a copy of this *Employee Handbook*. I also acknowledge that I have read and understand the contents of the *Employee Handbook*, and I (check one) do ___ do not ___ want to discuss the handbook or any particular policies, benefits or procedures described in it with my Supervisor or another Company official.

Print Name _____

Employee's Signature _____ Date _____

ACKNOWLEDGMENT OF RECEIPT OF DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY

We are an Equal Employment Opportunity employer. In order to provide equal opportunities to all individuals, employment decisions are based on merit, qualifications, skills and performance.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting, such as during business trips, business meetings and business-related social events.

We have a strict policy against discrimination, harassment and retaliation of any type and our goal is to provide a work environment free from discrimination, harassment, and retaliation as well as other disrespectful or other unprofessional conduct based on any protected class: race (including natural hairstyles), color, religion (including religious dress and grooming practices), national origin, age (40 and over), medical condition, physical or mental disability, marital status, sex (including sexual harassment, sex stereotypes and pregnancy, childbirth and related medical conditions), sexual orientation, ancestry, genetic information/ characteristics, gender, gender identity, gender expression, transgender, military and veteran status, or any other characteristic or activity protected by law.

We also prohibit discrimination, harassment, retaliation, disrespectful or unprofessional conduct based on the perception that anyone has any of the above characteristics or is associated with a person who has or is perceived to have any of those characteristics.

Harassment Prohibited

Our policy prohibiting harassment applies to all persons involved in operations of the company. It covers harassment of any employee, unpaid intern, volunteer, applicant, contractor, vendor, or any person who has a business, service, or a professional relationship with us.

Harassment prohibited by this policy is not limited to sexual harassment but includes harassment against any of the categories described above.

Prohibited harassment, disrespectful or unprofessional conduct includes many forms of offensive behavior.

Harassment can be:

- Verbal (derogatory jokes or comments, epithets, slurs, unwanted invitations, comments, messages, social media posts, any communication through any type of electronic media that is harassing or discriminatory)
- Visual (displays of derogatory or sexually oriented written or graphic material, posters, photography, digital material, gestures)
- Physical (assault, unwanted touching, intentionally blocking someone's movement)
- Threatening, intimidating or hostile acts
- Negative stereotyping

Here are some types of behaviors that may be violations of this policy:

- Making sexually suggestive comments, jokes, advances or offering employment benefits in exchange for sexual favors.
- Teasing, bullying, making fun of or making derogatory remarks about someone's age, race, sexual orientation, disability or gender.
- Posting, passing around or displaying sexually suggestive or obscene objects, printed materials text messages, or online or social media content.
- Gender-based harassment including harassment by someone of the same sex as the victim.

Additionally, abusive conduct, defined as any conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests is not tolerated.

Discrimination Prohibited

We do not discriminate in employment opportunities or practices on the basis of any protected class. We are committed to compliance with all applicable laws providing equal employment opportunities. Unlawful discrimination against job applicants, employees, or unpaid interns by any of our employees is strictly prohibited.

This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, access to benefits, training, termination or other aspects of employment.

Non-Retaliation

It is also prohibited for supervisors, managers and co-workers, as well as third parties such as vendors or customers, to retaliate against an employee because the employee has complained about discrimination, harassment, retaliation, abusive conduct, or participated in an investigation, proceeding or hearing based on such a complaint. Retaliation is a serious violation of this policy.

Complaint Procedure

All employees are responsible for creating and maintaining a positive work environment. If you believe you have been a victim of discrimination, harassment, retaliation, or if you have witnessed discrimination, harassment, or retaliation that violates our policy, it is important that you take steps to address it immediately so that complaints can be promptly and fairly resolved.

If you are comfortable doing so, talk to the person whose behavior is bothering you and ask the person to stop. Regardless, it is imperative that you report any discrimination, harassment, or retaliation directly to your Supervisor or any member of management or human resources as soon as possible after the incident. Please provide as many details of the incident as possible.

Supervisors are required to report any incidents/complaints of discrimination, harassment, or retaliation of which they observe or become aware immediately to the [HR manager, personnel manager, President].

A prompt, fair, thorough and objective investigation of the complaint will be conducted by an impartial and qualified person. Documentation will be maintained to ensure reasonable progress. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Reasonable conclusions based on the evidence collected will be reached and the complaint will be closed in a timely manner.

Upon completion of the investigation, and where warranted, appropriate corrective action will be taken to eliminate the discrimination, harassment, sexual harassment, or retaliation. Corrective action may include, but is not limited to, training, counseling, reassignment and/or discipline, up to and including termination. Appropriate action will also be taken to deter future conduct.

To the extent possible, the investigation of a complaint and any subsequent action taken in response to the complaint will proceed in an atmosphere of confidentiality. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Employees who have raised complaints should immediately make a further complaint should the conduct reoccur.

You may also bring your complaint to the federal or state agency that investigates or prosecutes complaints. A complaint of discrimination, harassment or retaliation may be filed within three years of the harassment, discrimination or retaliation with the California Department of Fair Employment and Housing ("DFEH"). The DFEH initially serves as a neutral fact-finder and attempts to help the parties voluntarily resolve the complaint. The DFEH can be contacted at (800) 884-1684; or for the hard of hearing, (TTY) (800) 700-2320; or visit the department's website at www.dfeh.ca.gov. You can access the department's sexual harassment online trainings at <https://www.dfeh.ca.gov/shpt/>. A complaint of discrimination, harassment, or retaliation, also may be filed within 300 days of the harassment, with the Equal Employment Opportunity Commission (EEOC), reached by calling (800) 669-4000 or for the hard of hearing, (800) 669-6820. EEOC field office information is available at www.eeoc.gov.

By my signature below, I acknowledge that I have received a copy of this *Discrimination, Harassment and Retaliation Prevention Policy*. I also acknowledge that I have read and understand the contents of the *Discrimination, Harassment and Retaliation Prevention Policy*, and I (check one) do ____ do not ____ want to discuss this policy with my Supervisor or another Company official.

Print Name

Employee's Signature

Date

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Upon completion of the investigation, and where warranted, appropriate corrective action will be taken to eliminate the discrimination, harassment, sexual harassment, or retaliation. Corrective action may include, but is not limited to, training, counseling, reassignment and/or discipline, up to and including termination. Appropriate action will also be taken to deter future conduct.

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Print Name _____

Employee's Signature _____ Date _____