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| A group of doctors and nurses  Description automatically generated  HUMAN RESOURCES MANUAL FOR MEDICAL PRACTICES  Employee Handbook | PRACTICE NAME  MONTH/YEAR |

HUMAN RESOURCES MANUAL FOR MEDICAL PRACTICES

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# About The Employee Handbook

This Employee Handbook is your primary resource for understanding the COMPANY and its affiliates (collectively the “Company” or “NAME”), as well as its business practices, goals and standards for acceptable workplace conduct. The Employee Handbook applies to all Company employees and describes the terms and conditions of your employment in effect at the Company and serves as a set of guidelines. This Handbook replaces any previous manual or handbook, and to the extent inconsistent, any previous understanding, practice, policy, or representation concerning the subject matters addressed in this Handbook. This Handbook may not be amended or added to without the express written approval of an officer of the Company. Employees should read, understand, and comply with all provisions of the handbook. Please refer to it to find answers to your employment-related questions.

The Company reserves the right to revise, supplement, or rescind any benefit programs, policies or portion of the Handbook, with the exception of its policy of at will employment, from time to time as it deems appropriate, in its sole and absolute discretion, with or without notice.

The Company is committed to workplace policies and practices that comply with federal, state and local laws. In the event of an inconsistency between the Employee Handbook and state or local law, the applicable law will apply.

The Employee Handbook is not intended to create a contract of continued employment or alter the at-will employment relationship between you and the Company. Nor does this Handbook, in describing the Company’s policies or procedures, commit the Company to follow any particular procedure in the course of imposing discipline or terminating employment. If you have any questions about these policies, please contact your Human Resource Representative or your manager.

This Handbook does not prohibit protected conduct or communications relating to your wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act.

Furthermore, nothing in this Handbook prohibits an employee from reporting concerns, making lawful disclosures or communicating with any governmental authority about conduct the employee believes violates any laws or regulations.

# At-Will Employment

Unless you have an individual, negotiated agreement signed by the President of the Company that states otherwise, your employment relationship with the Company is at will. The policy of at-will employment means that employment with the Company is voluntarily entered into, and you are free to resign at will at any time, with or without notice or cause. The policy also means that the Company may terminate your employment at will at any time, with or without notice or cause. At will employment also means that the Company may make decisions regarding other terms of employment, including but not limited to demotion, promotion, transfer, compensation, benefits, duties, work schedule, and location of work at any time, with or without cause or advance notice. No representative of the Company other than the President of the Company has the authority to enter into any agreement for employment for a specified duration or to make any agreement for employment other than at will. Any such agreement must be by individual agreement, in writing and signed by the President of the Company.

# INTRODUCTORY POLICIES

## Equal Employment Opportunity Statement

The following policy statement, with respect to Equal Employment Opportunity, confirms and continues our established position:

The Company, an equal opportunity employer, is committed to equal opportunity for all employees and applicants. The Company recruits, hires, trains, promotes, pays, and administers all personnel actions without regard to race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, sex (including pregnancy, childbirth, and medical conditions related to pregnancy, childbirth, or breastfeeding), sex stereotyping (including assumptions about a person’s appearance or behavior, gender roles, gender expression, or gender identity), gender, gender identity, gender expression, national origin, age, mental or physical disability, ancestry, medical condition, marital status, military or veteran status, citizenship status, sexual orientation, genetic information, reproductive health decision-making, or any other status protected by applicable law. We interpret these protected statuses broadly to include both the actual status and also any perceptions and assumptions made regarding these statuses.

This policy applies to all areas of employment, including recruitment, testing, screening, hiring, selection for training, upgrading, transfer, demotion, layoff, discipline, termination, compensation, benefits, and all other privileges, terms, and conditions of employment. This policy and the law prohibit employment discrimination against any employee or applicant on the basis of any legally protected status outlined above.

The Company also makes reasonable accommodations for qualified applicants and employees with disabilities unless doing so creates an undue hardship, in accordance with all legal requirements. Any applicant or employee who requires an accommodation to perform the essential functions of the job should contact the Human Resources Department to request that accommodation. The Company will work with that individual to attempt to identify a reasonable accommodation that will not impose an undue hardship on the Company.

All employees must follow this policy. Any employee who violates this policy will be subject to disciplinary action, up to and including termination of employment.

The Company is committed to the practice of equal employment opportunity and will not tolerate intimidation or retaliation against employees or applicants because they have engaged in or may engage in filing a complaint of discrimination or retaliation; assisting or participating in an investigation; opposing any act or practice made unlawful by any local, state, or federal law; or for exercising any other legally protected right.

If you have questions or feel that you have been discriminated against because of your protected status, have been improperly denied a reasonable accommodation, have experienced retaliation, or have witnessed or been subjected to conduct that is otherwise inconsistent with this policy, then you must follow the reporting procedures outlined in the Policy Against Sexual Harassment and Other Workplace Harassment below.

All reports describing conduct inconsistent with this policy will be investigated promptly and effectively in accordance with the procedure outlined in the Company’s Policy Against Sexual Harassment and Other Workplace Harassment below.

Please see the Company’s Policy Against Sexual Harassment and Other Workplace Harassment for information about the Company’s policy regarding investigation and resolution of complaints.

Contact the Human Resources Department if you have any questions.

### Reasonable Accommodations

The Company complies with the Americans with Disabilities Act and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. To this end, the Company will consider requests for and, as appropriate, provide reasonable accommodations for such individuals in accordance with these laws. The Company will also consider requests for and, as appropriate, provide reasonable accommodation for pregnancy and based upon religious belief in accordance with applicable laws. Applicants or employees may make requests for reasonable accommodations to Human Resources. The Company may request relevant information, including medical information and documentation in the case of a request for accommodation of a disability in accordance with applicable law. The Company will keep all medical-related information confidential in accordance with the requirements of applicable laws. Employees who wish to make a complaint regarding a reasonable accommodation may use the Reporting Procedures outlined in the Policy Against Harassment and Sexual Harassment, below.

## Policy Against Harassment and Sexual Harassment

Purpose

The Company expects every employee to show respect for all of our colleagues, clients, employees, and vendors. Professional conduct furthers the Company’s mission, promotes productivity, minimizes disputes, and enhances our reputation. Accordingly, this policy forbids any unwelcome conduct that is based on an individual’s race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, sex (including pregnancy, childbirth, and medical conditions related to pregnancy, childbirth, or breastfeeding), sex stereotyping (including assumptions about a person’s appearance or behavior, gender roles, gender expression, or gender identity), gender, gender identity, gender expression, national origin, age, mental or physical disability, ancestry, medical condition, marital status, military or veteran status, citizenship status, sexual orientation, genetic information, reproductive health decisionmaking, or any other protected status of an individual or that individual’s associates or relatives. We interpret these protected statuses broadly to include both the actual status and also any perceptions and assumptions made regarding these statuses. The Company is thus committed to providing a work environment that is free of unlawful discrimination, including harassment that is based on any legally protected status. The Company will not tolerate any form of harassment that violates this policy.

Coverage

This policy and the law forbid any employee, manager, supervisor, officer, director, client, vendor, or any other third party that an employee encounters in connection with Company business, to harass, discriminate, or retaliate against any Company employee, applicant, contractor, intern, or volunteer, on the basis of any legally protected status or activity. This policy also prohibits offensive conduct that does not rise to a violation of law, as explained below.

Prohibited Conduct

The conduct prohibited by this policy, whether verbal, physical, or visual, includes any discriminatory employment action and any unwelcome conduct that is inflicted on someone because of that individual’s protected status. Among the types of unwelcome conduct prohibited by this policy are epithets, slurs, negative stereotyping, intimidating acts, and the circulation or posting of written or graphic materials that show hostility toward individuals because of their protected status. The Company prohibits that conduct in the workplace, even if the conduct is not sufficiently severe or pervasive to constitute unlawful harassment.

Sexual Harassment

Sexual harassment deserves special mention. Harassing conduct based on gender often is sexual in nature but sometimes is not. This policy forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on gender is also forbidden by this policy regardless of whether the individual engaged in harassment and the individual being harassed are of the same or are of different genders.

According to the U.S. Equal Employment Opportunity Commission (“EEOC”), unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct based on sex constitute unlawful sexual harassment when (1) submission to such conduct becomes an implicit or explicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for any employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation. Examples of gender-based harassment forbidden by this policy include (1) offensive sex-oriented verbal kidding, teasing or jokes, (2) repeated unwanted sexual flirtations, advances or propositions, (3) verbal abuse of a sexual nature, (4) graphic or degrading comments about an individual’s appearance or sexual activity, (5) offensive visual conduct, including leering, making sexual gestures, the display of offensive sexually suggestive objects or pictures, cartoons or posters, (6) unwelcome pressure for sexual activity, (7) offensively suggestive or obscene letters, notes or invitations, (8) offensive physical contact such as patting, grabbing, pinching, or brushing against another’s body, and (9) sexual favoritism.

Employee Responsibility

Everyone at the Company can help assure that our workplace is free from prohibited discrimination or harassment.

Avoiding Prohibited Conduct

Everyone is expected to avoid any behavior or conduct that could reasonably be interpreted as prohibited harassment; no employees, not even the highest ranking individuals in the Company, are exempt from the requirements of this policy. Every employee is expected to inform any person in the workplace whose conduct the employee finds unwelcome.

Reporting Prohibited Conduct

All incidents of alleged discrimination, harassment, retaliation, or other conduct inconsistent with this policy must be reported immediately.

Any manager or supervisor who is aware of conduct inconsistent with this policy or who receives a report of conduct inconsistent with this policy must report it immediately to the Company’s [Human Resources Manager] or [title], \_\_\_\_\_\_\_\_\_\_\_\_, at (\_\_\_) \_\_\_-\_\_\_\_. Employees may also report conduct inconsistent with this policy directly to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Reporting Procedures

If you feel you have experienced or witnessed any conduct that is inconsistent with this policy, you are to immediately notify the Human Resources Manager or [title], at (\_\_\_) \_\_\_-\_\_\_\_. These are the individuals authorized by this policy to receive and act upon complaints of discrimination, harassment, and retaliation on behalf of the Company. This policy does ***not*** require reporting discrimination, harassment, or retaliation directly to an employee’s immediate supervisor or to any individual who is creating the harassment, discrimination, or retaliation.

Company Response

All reports describing conduct that is inconsistent with this policy will be investigated promptly and effectively. To that end, parties involved in the situation (including the reporting party, anyone identified as the target of the behavior (if different than the reporting party) and anyone who allegedly violated this policy) will be offered an opportunity to be interviewed or to otherwise respond to a report under this policy. The Company may put certain interim measures in place, such as a leave of absence or a transfer, while the investigation proceeds. The Company will take further appropriate action once the report has been investigated. That action may be a conclusion that a violation occurred, as explained immediately below. The Company might also conclude, depending on the circumstances, either that no violation of policy occurred or that the Company cannot conclude whether or not a violation occurred.

If an investigation reveals a violation of this policy or other inappropriate conduct has occurred, then the Company will take corrective action, including discipline up to and including dismissal, reassignment, changes in reporting relationships, training, or other measures the Company deems appropriate under the circumstances, regardless of the job positions of the parties involved. The Company may take corrective action for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a violation of this policy. If the person who engaged in harassment is not employed by the Company, then the Company will take whatever corrective action is reasonable and appropriate under the circumstances.

Policy Against Retaliation

The Company forbids that any employee treat any other employee or former employee or applicant adversely for reporting harassment, discrimination, or retaliation, for assisting another employee or applicant in making a report, for cooperating in an investigation into such alleged conduct, or for filing an administrative claim with the EEOC or a state governmental agency. All employees who experience or witness any conduct they believe to be retaliatory are to immediately follow the reporting procedures stated above.

Confidentiality

In investigating and in imposing any corrective action, the Company will attempt to preserve confidentiality to the extent that the needs of the situation permit.

Acceptance of Policy

All Company employees have a personal responsibility to conduct themselves in compliance with this policy and to report any observations of conduct inconsistent with this policy. If you have any questions concerning this policy, then please contact the Company’s [Human Resources Manager], \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Additional materials, including training, on this subject can be found on the California Civil Rights Department website: https://calcivilrights.ca.gov/shpt/

# employment policies and practices

## Employee Classifications

### Exempt and Non-Exempt Status

Each position and job is designated as either **non‑exempt** or **exempt**.

Employees in non‑exempt positions are entitled to overtime and/or other premium pay under federal and state wage and hour laws.

Exempt employees are not entitled to overtime pay. The Company intends to maintain the salary basis of all of its salaried exempt employees. Notwithstanding any other provision of this handbook, the Company’s policies, including but not limited to discipline and benefits policies, are to be interpreted in accordance with the salary basis requirements of the Fair Labor Standards Act and state law. Please refer to the Salary Basis / Safe Harbor Policy attached to the Handbook for more information.

An employee’s exempt or non‑exempt status may be changed only upon written notification from management.

### Regular Full-time Employees

A regular full-time employee is an employee who is normally scheduled to work and does work a schedule of 40 hours or more per week.

### Regular Part-time Employees

A regular part-time employee is an employee who is normally scheduled to work and does work a schedule of less than 40 hours per week.

### Temporary Employees

A temporary employee is an employee who is employed for a short-term assignment and who is not considered a regular employee. Short-term assignments generally last three months or less. However, an employee will not change from temporary status to regular full-time or part-time status because the employee’s assignment is extended. An employee’s status only will change if the employee is advised of such a change, in writing, by the Company’s Human Resources Manager. Temporary employees are not eligible for any Company-sponsored benefits except to the extent mandated by state or federal law.

## Hours and Days of Work

The normal work week will commence on Sunday at 12:01 a.m. and run through Saturday midnight, and each workday begins at 12:01 a.m. and ends at midnight. Generally, the Company’s work hours are 9:00 a.m. to 7:00 p.m., Monday through Friday. The Company reserves the right to assign schedules and hours of work in accordance with our operational needs.

## Meal PeriodS and Rest Breaks

When you work a shift of more than five hours, the Company provides you with an at least 30-minute, off duty, continuous, unpaid and uninterrupted meal period by the end of the 5th hour of work, unless you work six hours or less in a workday and you and the Company agree to voluntarily waive the meal period. You should begin your meal period by no later than the end of your fifth hour of work.

When you work a shift of more than 10 hours, the Company provides you with a second at least 30-minute off-duty, continuous, unpaid and uninterrupted meal period by the end of the tenth hour of work. However, if you work more than 10 hours in a shift, but not more than 12 hours, then you and the Company can agree to waive your second meal period.

Each non-exempt employee is required to record accurately the time they begin and end each meal period. Non-exempt employees must not perform any work “off the clock” during meal periods. Any time spent performing work during a meal period must be reflected on the employee’s time record. Employees will be subject to discipline for violating this policy.

Employees are authorized and permitted to take one paid at least 10 minute, continuous, off-duty, uninterrupted rest break for every four hours worked or major portion thereof. Rest breaks should be taken as close to the middle of each four hour work period as practicable. Employees working fewer than 3.5 hours in a shift are not entitled to a rest break. If you work between 3.5 and six hours in a shift, then you are authorized and permitted to take one paid rest break each shift. If you work more than six hours in a shift, then you are authorized and permitted to take two paid rest breaks each shift. If you work more than 10 hours in a shift, then you are authorized and permitted to take an additional rest break (and so on with additional breaks for each four hour or major fraction thereof time interval). The Company encourages employees to take all authorized rest breaks each shift.

You are relieved of all your work duties during your meal periods and rest breaks, and you are free to use this time for whatever purpose you desire, including leaving the premises. If you are not provided with a meal period or rest break as specified in this policy, or anyone directs or encourages you to skip your meal periods or rest breaks, you must contact Human Resources immediately. You may do so without fear of retaliation, which Company policy prohibits.

Employees may not add their rest breaks to their meal periods to take a longer meal period. Employees also must not work through their meal or rest periods in order to arrive late or leave early.

### [OPTION 1: AUTO PAYMENT OF PREMIUMS]:

The Company will assume that you have been authorized and permitted to take all of your rest periods as set forth in this policy unless you notify Human Resources of a problem in writing by completing the Meal/Rest Period Issue Notice or submitting other written notification of the issue.

With regard to meal periods, the Company will pay you in accordance with applicable law if your time records reflect a skipped, short or late meal period (except when, in the case of a skipped or short meal period, (1) your time records also reflect that you later were provided with a timely replacement meal period of at least 30 continuous minutes; and (2) you have not otherwise notified Human Resources of a problem with the replacement meal period).

When your time records reflect timely meal periods of at least 30 continuous minutes, the Company will assume that you (1) were not required, instructed, or encouraged to work off the clock during your meal periods; and (2) did not experience any other problem with your meal period, unless you notify Human Resources of a problem in writing by completing the Meal/Rest Period Issue Notice or submitting other written notification of the issue.

The Company will pay you in accordance with applicable law when you [report a problem] OR [report one or more of the following:

1. Being required to work during your meal periods or rest breaks (without the ability to restart a full, timely meal or rest break after the interruption ends).

2. Being required to return to work prior to the end of your meal periods or rest breaks (without the ability to restart a full, timely meal or rest break after the interruption ends).

3. Being required to delay your meal periods until after the end of your 5th hour of work.

4. Otherwise being denied a meal period or rest break.

You may do so without fear of retaliation, which Company policy prohibits. If you have any questions regarding this policy or your meal period and rest break entitlements, please contact Human Resources immediately.

### [OPTION 2: USING ATTESTATIONS]:

The Company will assume that you have been provided with all of your meal and rest periods as set forth in this policy, unless you notify the Company of a problem when you complete and submit your [weekly] OR [biweekly] Time Card Attestation. The Company will pay you in accordance with applicable law when you [report a problem] OR [report one or more of the following]:

1. Being required to work during your meal periods or rest breaks (without the ability to restart a full, timely meal or rest break after the interruption ends).

2. Being required to return to work prior to the end of your meal periods or rest breaks (without the ability to restart a full, timely meal or rest break after the interruption ends).

3. Being required to delay your meal period until after the end of your 5th hour of work.

4. Otherwise being denied a meal period or rest break.

You may do so without fear of retaliation, which Company policy prohibits. If you have any questions regarding this policy or your meal period and rest break entitlements, please contact Human Resources immediately.

### A Note About Pagers, Radios, Phones and Other Devices

Employees are not required or encouraged to carry their pagers, radios, phones, or any other device during their meal periods or rest periods and they will not be subject to any discipline for failing to do so. If any employee voluntarily chooses to carry any such device, the employee is not required to answer or otherwise respond to any page, call, email message, or any other interruption and will not be subject to any discipline for failing to do so. An employee who is interrupted during a meal or rest period is to report that fact promptly so that management can remedy the situation.

## Timekeeping Requirements

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is all the time actually spent on the job performing assigned duties. Each non-exempt employee is required to record accurately the time they begin and end their work, as well as the beginning and ending time of each meal period, and the beginning and ending time of any split shift or departure from work for personal reasons. *[For this purpose, every non-exempt employee is required to complete a daily time sheet, which includes recording the beginning of the workday, the beginning and end of meal periods, and the end of the workday. Non-exempt employees must turn in their time sheets on [Monday,] for time worked the prior week. Time sheets must be submitted to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.] [For this purpose, every non-exempt employee is required to punch/swipe in and out on the Company time clock, including the beginning of the day, the beginning and end of meal periods, and the end of the workday.*]

All non-exempt employees must record their work time exactly as that time is worked—without exception. If an employee forgets to record their time, the employee’s supervisor must make the correction [or the employee must submit a punch change correction in the timekeeping system] and the change must be [initialed or authorized] by both the employee and the supervisor. Any employee who fails to follow these timekeeping policies may be subject to disciplinary action, up to and including termination. If requested, it is the employee’s responsibility to [sign or acknowledge] their time record to certify the accuracy of all time recorded. The supervisor will review and then approve the time sheets.

Altering, falsifying or tampering with timekeeping records, recording on your time card [or punching on the time clock] hours not worked, working hours not recorded on your time sheet (i.e., working “off the clock”), having someone else record your time or recording another employee’s time, and performing overtime work not specifically authorized in advance are all serious violations of Company policy which may result in disciplinary action, up to and including termination.

**[**Exempt employees are also required to track their time for purposes of noting absences due to vacation, sickness or other leaves. Exempt employee time records should also be submitted to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**]**

## Payment of Wages

Employees are paid on a bi-weekly basis, on Friday. If a regular payday falls on a holiday, employees will be paid on the preceding workday. The Company does not permit advances against paychecks or against unaccrued PTO.

Payment options include direct deposit, pick up from [Human Resources] office, or delivery by U.S. Mail. Paychecks will be postmarked and mailed on or before the Thursday preceding payday for all employees who have chosen to receive their paychecks via regular U.S. Mail.

## Overtime, Non-Exempt Employees

Employees will be paid for all hours worked in accordance with all legal requirements.

Non-exempt employees will be paid one and one-half times their regular rate of pay for hours worked in excess of eight (8) hours in a work day or forty (40) hours in a workweek and for the first eight (8) hours worked on the seventh (7th) consecutive day worked in a workweek. Non-exempt employees will be paid two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a workday and in excess of eight (8) hours worked on the seventh (7th) consecutive day worked in a workweek. Overtime pay is based on actual hours worked. Paid time off, including but not limited to holidays, sick time and vacation, does not count as “hours worked” for overtime purposes.

All overtime worked by a non-exempt employee must be approved in advance by an employee’s supervisor, not at the employee’s discretion. Non-exempt employees are not to work before, beyond or outside their normal working hours without such prior approval. Employees who fail to work scheduled overtime or who work overtime without prior authorization from a supervisor may be subject to disciplinary action, up to and including termination of employment.

## DAY OF REST REQUIREMENT

You are entitled to a “day of rest” (i.e., a day without work) every workweek. The “day of rest” will not necessarily be scheduled for the same day every workweek, but you will be provided at least one day of rest every workweek (unless you work 30 hours or less that week and not more than 6 hours per day, in which case you are exempt from the day of rest rule).

## REIMBURSEMENT OF BUSINESS EXPENSES

Certain employees may incur business expenses in the course of their duties. The Company reimburses employees for any necessary business expense in accordance with applicable law. Employees must be authorized in advance to incur business expenses, and all such expenditures must be documented on an expense report that is submitted to [the employee’s manager and the \_\_\_ Department] for review and approval. All receipts for expenses are to be attached to the expense report with an explanation as to the nature of the expense. [In the case of promotional or entertainment expenditure, the names of the persons and the business purpose for the meeting must be included.]

### Travel Expenses

Travel expense reports must be accompanied by receipts for all expenses. The Company must approve all business expenses, including any airline travel or hotel reservations, before they are incurred. [Expenses will be paid by the employee and reimbursed upon submitting an expense report and receipts, unless a travel advance or other arrangements have been made] [All travel expenses should be paid using your corporate credit card] [All travel expenses should be arranged through [name of travel agency used]]. For questions regarding how particular expenses should be handled, contact \_\_\_\_\_\_\_ before incurring the expense.

### Cell Phone Expenses

If employees generally are not required to use a cell phone: Employees generally are not required to carry a cell phone or other mobile communication device to use for work-related purposes. However, if an employee does carry such a device and is required to use it for necessary business communications, then the Company will reimburse the employee [in the amount of $\_\_\_\_] for the reasonable percentage of the total cost of the monthly bill, to cover the employee’s reasonable and necessary business use, upon proof of payment by the employee of the service provider’s statement. [If the amount noted above is not sufficient to fully reimburse an employee for their necessary business use of the device, then the employee should contact \_\_\_ to request supplemental expense reimbursement].

If the company has a BYOD policy for cell phones: Employees who are required to utilize their personal cell phone or other mobile device for work-related purposes will be provided and required to execute a Bring Your Own Device Agreement, which will be provided separately.

## Employee References

All requests for references must be directed to \_\_\_\_\_\_\_\_\_\_\_\_\_\_. No other manager, supervisor or employee is authorized to release references for current or former employees. The Company’s policy as to references for employees who have left the Company is to disclose only the dates of employment and the title of the last position held. If disclosure is authorized in writing by the current or former employee, the Company also will provide a third party with the amount of salary or wage last earned.

## Accuracy of Employment Applications and Work-Related Documents

The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and during employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Company’s exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

PERSONNEL RECORDS

Upon 30 days written notice, a California employee or his/her designated representative may review his/her personnel file in the presence of a Company representative at a mutually convenient time. California employees will also be given a copy of their personnel file upon written request, subject to limitations allowable by law, provided they reimburse the Company for the cost of copying. Employees may add your version of any disputed item to the file.

## Performance Reviews

To the extent possible, you will receive periodic performance reviews. The reviews generally are conducted annually. However, the frequency of performance evaluations may vary depending upon your length of service, job position, past performance, changes in job duties or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job and completion of expected job tasks, your initiative, your work attitude, and your attitude toward others. The performance evaluation should help you become aware of your progress and areas for improvement. After your review you will be required to sign the evaluation report to acknowledge that it has been presented to you and discussed with you by your supervisor, and that you are aware of its contents.

You should note that a good performance evaluation does not guarantee a pay raise, because pay increases may not occur every year, nor is a good performance evaluation or a pay raise (or any other compensation or incentive) a promise of continued employment. If a pay raise is granted, it will be effective as of [INSERT]. Your employment at the Company is expressly at the will of you and the Company. Either you or the Company may terminate the employment relationship with or without cause and with or without notice at any time. Nothing in this policy alters at-will employment.

## Employment of Relatives and Other Personal Relationships

Relatives of employees may be eligible for employment with the Company only if the individuals involved do not work in job positions in which a conflict of interest could arise. The Company retains the discretion to evaluate each relationship relative to its potential conflict, but the following situations will not be permissible under any circumstances: (1) where the individuals involved work in a direct managerial relationship, (2) where one of the individuals is in a position in a Human Resource capacity, which has responsibility relating to the employment of the other individual, or (3) where the individuals involved are situated in the organizational structure such that a natural line of progression will result in a direct managerial relationship. “Relatives” are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws and step-relatives.

Present employees who marry or become otherwise romantically involved will be permitted to continue working in the job position held only if they do not work in positions as noted above. If employees who marry or become romantically involved do work in a direct supervisory relationship with one another, the employees must report the relationship to the Company, which may then attempt to reassign one of the employees to another position for which the employee is qualified, if such a position is available. If no such position is available, then one of the employees will be required to leave the Company. The decision as to who shall leave will be made by the spouse/involved-employees, subject to the approval and discretion of the Company.

Even if employees are in a personal relationship which falls outside of the above categories and creates no obvious conflict of interest, the Company reserves the right to take what actions are necessary to ensure there is no conflict of interest or other policy violation, and still may require the employees to sign a memorandum confirming that the relationship is consensual and that nothing has been promised or received in exchange for the relationship.

We do not in general seek to monitor or involve the Company in employees’ personal lives or other activities, and the Company respects each individual’s privacy. However, the Company requires that employees refrain from activities that create a real or potential conflict of interest.

## Employment Screening/Reporting Conviction Policy

From time to time, the Company may obtain and review relevant background information about employees in connection with their employment to ensure a safe and productive work environment. All employees are required to notify the Company immediately if they are convicted of a criminal offense. The Company will evaluate any such disclosure on an individualized basis and in accordance with the law.

Additionally, all employees are required to sign an authorization allowing the Company to conduct or have conducted background checks throughout an employee’s tenure with the Company. Except in extraordinary circumstances when the Company suspects violation of a Company policy or the law, prior to having such checks conducted by a third-party vendor, the Company will notify employees that they will be subject to such screening. In all cases where the Company decides to take adverse action in whole or in part based on background information obtained by a third-party vendor, the Company will provide the employee with a copy of his or her background investigation in accordance with applicable laws.

## Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, we expect you to follow rules of conduct that will protect the interests and safety of all employees and the Company.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The performance standards listed below, and others which may be established from time to time obviously are not all-inclusive, but merely indicate some of the types of actions that are unacceptable in the workplace. These performance standards are merely examples of the types of misconduct for which employees may be disciplined or dismissed. By providing these examples, the Company in no way restricts its legal discretion to discipline employees or terminate the employment relationship at will. Unacceptable conduct not specifically listed may, nonetheless, result in disciplinary action, up to and including discharge. If you need clarification of a specific issue related to these standards, you should seek clarification from your [supervisor] [manager] or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

You should understand that discipline is directed at the specific act, not the individual. Employees should be aware that engaging in the following actions or violating other Company rules while on Company property or during the performance of their duties will subject an employee to disciplinary action, up to and including suspension or immediate termination:

1. Violation of Company rules, policies, or practices as set forth in this handbook or elsewhere.
2. Making or knowingly using a falsified document (e.g., time card, delivery receipt, etc.) or the filing of a fraudulent document or claim for benefits.
3. Possession, distribution, sale, transfer, use, or working under the influence of alcohol or illegal drugs on Company property, or while on duty, or while operating Company vehicles or equipment.
4. Fighting or threatening violence or bodily injury to another in the workplace.
5. Negligence or improper conduct leading to damage or loss of Company property or the property of other employees.
6. Insubordination.
7. Violation of the Company’s Policy Against Sexual and Other Workplace Harassment.
8. Possession of dangerous or unauthorized materials, such as explosives or firearms or other weapons, on Company property or while on duty.
9. Excessive absenteeism or tardiness (excluding legally-protected absences or tardiness) or any absence without appropriate notice, subject to legally-required exceptions.
10. Giving, selling, publishing or assisting in the giving, selling or publishing, or otherwise disclosing any confidential, proprietary or trade secret information of the Company.
11. Unsatisfactory performance or conduct.
12. Failure to cooperate fully or provide truthful information in a Company investigation.
13. Dishonesty.
14. The theft of Company property or the property of another person.
15. Conducting personal business while on duty.
16. Failure to observe safety rules as posted and common sense safety in the operation of equipment and general performance of duties.
17. Not showing up for a scheduled shift or walking out on a shift, subject to legally-required exceptions.
18. Failure to report any accidents occurring on Company premises to management immediately.

Please remember that employment with the Company is at the mutual consent of the Company and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice. Nothing in this policy should be construed to limit employees’ rights to discuss their wages, hours or working conditions, or otherwise engage in protected concerted activity under Section 7 of the National Labor Relations Act. Any question regarding these and other rules should be discussed with your appropriate [supervisor[ [manager] or with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

## Corrective Action

When your work performance or behavior falls below Company standards, the Company may take corrective action to address the issue as it deems appropriate under the circumstances. Corrective action may include, but is not limited to, verbal counseling, written warnings, suspension, or termination of employment, without prior notice, depending on the situation. Management retains the right to apply whatever corrective action procedure it deems appropriate under the circumstances, including immediate termination. Nothing in this policy constitutes a contract of employment based on any specified conditions, implied or otherwise, and in no way alters the Company’s policy of at-will employment.

## Punctuality, Attendance, and Work Assignments

You will be advised of your work schedules, and it is your responsibility to know your schedule and report ready for work on time. Generally, the company’s work hours are [9:00 a.m. to 7:00 p.m., Monday through Friday]. Your attendance is expected to be punctual and regular. Employees are expected to report to work as scheduled, on time and prepared to start work at the beginning of their shifts and at the end of lunch and break periods. Employees also are expected to remain at work for their entire work schedule, except for meal and rest periods or when required to leave on authorized Company business. Late arrival, early departure or other absences from scheduled hours are disruptive and should be avoided.

Non-exempt employees are not permitted to work beyond their normal work schedule without the express approval of an appropriate [supervisor] [manager].

Absence is defined as any time an employee is scheduled to work and does not report for work. This includes any day not at work during the normal workweek, or on a scheduled overtime day. This does not include approved time off such as approved [PTO] [vacation], Company holidays, approved leave of absence, or jury duty.

Tardiness is defined as when an employee fails to work the workday as scheduled, unless otherwise directed by the supervisor. This includes arriving at work after the scheduled start time, returning late from lunch or break periods, not being properly dressed and ready for work, or leaving work before the end of the workday.

### Reporting Absenteeism Or Tardiness

If employees know of a required absence from work in advance, they must inform their [supervisor] [manager] as far in advance as possible, so that the [supervisor] [manager] can adjust the work schedule accordingly. At minimum, if employees are going to absent or tardy to work, they are expected to call their [supervisor] [manager] at least two (2) hours before the beginning of their scheduled shift to provide: (1) an explanation for the absence, and (2) a date/time when they will report to work. Failure to provide proper notice may result in disciplinary action. If an absence is to exceed one (1) day, employees must provide their [supervisor] [manager] with an update at the beginning of each day of the absence, until a return‑to‑work date has been established.

If an employee must leave work early because of illness or other unavoidable reasons, they must personally notify their [supervisor] [manager] and obtain approval before departure.

Excessive absenteeism or tardiness (whether paid or not) and/or failure to properly notify a [supervisor] [manager] of an unscheduled departure may result in disciplinary action, up to and including suspension and or discharge of employment. Employees will not be subject to discipline for legally protected absences.

If an employee fails to report for work without any notification to the employee’s [supervisor] [manager] and the employee’s absence continues for a period of three (3) days, the Company may consider that the employee has abandoned employment and voluntarily resigned, subject to legally-protected exceptions.

## No Solicitation Or Distribution

### Persons Not Employed by the Company

Solicitation (the act of asking for or trying to obtain something from someone) and/or distribution of literature by persons not employed by the Company are prohibited at all times on Company property.

For the purposes of this policy, “Company property” includes all buildings, offices, facilities, grounds, premises, parking lots, places, and vehicles owned, leased, or managed by the Company.

### Employees

Employees may not solicit co-workers or distribute literature for any purpose during working time. Working time means the periods of time scheduled for the performance of job duties by either the co‑worker doing the soliciting or distributing and the co‑worker to whom the soliciting or distributing is being directed, but does not include meal periods, scheduled breaks, times before or after a shift, sending of email while not on duty, or other times when co‑workers are properly not performing their job duties.

Distribution of hard copy literature in work areas is prohibited at all times. Work areas refers to any areas of Company property where employees normally perform work or where work is in fact being performed.

The Company may approve limited exceptions to this policy for charitable activities.

## Confidential Information

As part of their jobs, some employees may have access to “confidential information” regarding such things as the Company’s customers, vendors, computer programs and data processing, pricing, business and marketing plans and strategies, product designs, construction methods, and other non-public proprietary business information or trade secrets. Revealing all or any part of this type of “confidential information” may result in financial loss to the Company. It is each employee’s responsibility to never disclose or distribute this type of confidential Company information to unauthorized individuals or parties in any form. No pictures or video footage of any protectable trade secrets or the type of “confidential information” described herein may be made.

When employees are in doubt regarding the handling of any information, or whether information should be considered confidential, they should discuss it with their [supervisor] [manager]. The disclosure by any employee of the type of protected “confidential information” referenced above may result in disciplinary action up to and including termination of employment. However, for purposes of this policy, “confidential information” does not include wages, hours, benefits, or other terms and conditions of employment, or an employee’s own personnel information. Further, this policy does not prohibit employees from discussing their own personnel information with one another or with a government agency.

## Confidentiality of Employee Medical Information

Employees have a legally protected privacy interest in their confidential medical information. The Company may, from time to time, receive medical information concerning employees, either in connection with medical certification for a leave of absence or accommodation request, or otherwise. We have developed procedures to ensure the confidentiality of employee medical information and protect it from unauthorized use and disclosure. These procedures include instruction to employees, [managers] [supervisors], and agents that come in contact with employee medical information about the confidentiality of such information, and security systems restricting access to files containing medical information of employees.

Medical information of Company employees shall not be used or disclosed unless the person to whom the information pertains has signed an authorization for its use or disclosure, ***except*** that the medical information may be disclosed if: (1) it is used in the administration of the Company’s employee benefit plans, for workers’ compensation purposes, or for determining the patient’s eligibility for paid and unpaid leaves from work for medical reasons, (2) it is needed by a healthcare provider to diagnose or treat the employee and the employee is unable to authorize the disclosure, (3) the employee has placed the information in issue in a lawsuit, arbitration, grievance or other proceeding between the Company and the employee, or (4) the Company is required to disclose it by law.

Any Company [manager] [supervisor] who receives medical information of any kind about an employee, including information obtained in connection with an employee’s absence from work or request for a leave of absence, must disclose such information immediately to \_\_\_\_\_\_\_\_\_\_\_\_\_\_, and only to \_\_\_\_\_\_\_\_\_\_\_\_\_. In order to assure confidentiality, the information should be communicated to \_\_\_\_\_\_\_\_\_\_\_\_ in a face-to-face communication, by telephone from a secure, private location, or in a writing placed in a sealed envelope delivered directly to \_\_\_\_\_\_\_\_\_\_\_\_\_\_. Confidential medical information should not be transmitted by email.

## Health Insurance Portability And Accountability Act (HIPAA)

The Health Insurance Portability and Accountability Act of 1996, as supplemented by the HITECH Act of 2009 (collectively, HIPAA) are federal laws that apply to health plans, health care providers and health care clearinghouses. The HIPAA legislation is complex and has many components.

The Company provides all new employees with a HIPAA overview during new employee orientation. Some employees, depending on their job duties, will require additional training. Please check with your supervisor to determine if you require additional training. Violations of HIPAA are extremely serious and may result in disciplinary action up to and including termination.

It is the policy of the Companyto remain current in our compliance program with HIPAA regulations. You will receive training related to your job responsibilities regarding the policies and procedures of the HIPAA Privacy and Security Rule. These are an important aspect of the position you hold; therefore you must adhere to the policies and procedures required by HIPAA and this office.

## Technology and Communication Policy

Our Technology and Communication Policy provides you with requirements and guidance regarding using Company e-mail, telephone, voicemail, fax, the Internet and other Company technology systems.

Our e-mail, telephone, voicemail, fax, Internet and technology systems belong to the Company, and the Company reserves the right to monitor and examine all communications over these systems at its discretion. Accordingly, no employee should have any expectation of privacy as to their Internet or technology systems usage and should not use these systems for information they wish to keep private. These systems should be used primarily for Company-related business. Personal use of e-mail, voicemail, fax and the Internet is acceptable, but should be done using good judgment and with the recognition that these systems are provided in order to conduct business. Federal and State law and Company policies regarding intellectual property, misuse of Company property, discrimination, harassment, sexual harassment, information and data security and confidentiality apply to the use of all Company technology systems.

### Internet and Technology Systems

Employees are not allowed to use Company property or equipment to:

1. Violate copyright laws by downloading, installing or using unlicensed software or by transmitting copyrighted materials belonging to entities other than the Company. Failure to observe copyright or license agreements may result in disciplinary action from the Company or legal action by a copyright owner;
2. Hack or attempt to hack into other networks including: attempting to gain access to restricted resources inside or outside the Company’s network;
3. Use the Internet in such a way that it disrupts the operation of the Company network or the networks of other users;
4. Share personal files to the Internet; and
5. Use the Internet or technology systems to send messages with derogatory or inflammatory remarks about an individual or group’s age, disability, sex, gender, race, religion, national origin, physical attributes, sexual orientation or any other classification protected by federal, state or local law.

The Company reserves the right to inspect any and all files stored in all areas of the Company’s network, including those assigned to individual employees, and those stored on any Company computer, in order to assure compliance with this and other Company policies.

Access to all areas of the Internet is allowed from within the Company. However, the Company reserves the right to control access to any non-business related Internet service, if necessary, to control bandwidth. Efforts will be made to provide access to all Internet services; however, non-business related Internet services may be blocked, possibly without notice, if necessary.

## Blogging and Social Networking

At the Company, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

### Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site (including Facebook, Twitter, Instagram, LinkedIn, and other similar social networking interfaces), web bulletin board or chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication.

The same Company principles and guidelines that apply to your “off-line” activities apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Postings that include discriminatory remarks, harassment, threats of violence, or similar inappropriate or unlawful conduct, will not be tolerated and will subject you to appropriate disciplinary action, consistent with the Company’s policies prohibiting such conduct. In addition, keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees, or otherwise adversely affects customers, vendors or suppliers, may result in disciplinary action up to and including termination.

Be respectful

Always be fair and courteous to customers, vendors and suppliers. If you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, vendors, suppliers or members of the public, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, national origin, sexual orientation, religion, or any other status protected by federal, state and local law or Company policy.

Avoid posting information you know to be false

Always strive to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow employees, customers, vendors, suppliers or members of the public.

Maintain confidentiality

Maintain the confidentiality of “confidential information,” as that term is described elsewhere in this Handbook, and do not disclose non-public customer, vendor or supplier information. Do not create a link from your blog, website or other social networking site to a Company website without identifying yourself as a Company employee.

Express only your personal opinions

Except as otherwise explicitly authorized by [\_\_\_\_\_], employees may not represent or imply that they are speaking on behalf of the Company when using social media for their personal use. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, members, clients, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Company.”

No Expectation of Privacy

Consistent with the Company’s Technology and Communication Policy, employees should have no expectation of privacy with regard to any electronic social media activity conducted using Company technology resources; all use of Company technology resources is subject to monitoring with or without notice. In addition, many social networking activities are uniquely public and may be accessible by anyone, even if they are conducted using personal technology resources not owned or provided by the Company. Because of the high likelihood that social media activity may be viewed by co-workers or the Company’s customers, suppliers, or vendors (who may, for example, join a user’s social network or visit a user’s blog), all Company employees must act responsibly and exercise care to ensure that their activities are consistent with the Company’s policies.

Using social media at work

You should refrain from using social media while on working time unless it is work-related as authorized by your manager. You should not use the Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited

The Company prohibits taking negative action against any employee for reporting a possible violation of this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media contacts

Employees should not speak to the media on the Company’s behalf. If asked to do so, employees should respond by saying: “I am not authorized to speak on behalf of the Company. Let me have a Company Representative contact you.”

If you have questions or need further guidance, please contact your Human Resources Representative.

Nothing in this policy should be construed to limit employees’ rights to discuss their wages, hours or working conditions, or otherwise engage in protected concerted activities under Section 7 of the National Labor Relations Act.

## Employee Telephone Calls

Telephone calls made during working hours should pertain to Company business only. Personal calls are discouraged during working time, except in the case of extreme emergencies. Generally, employees should wait to make personal calls until they are on a break or off-duty.

# TIME-OFF AND LEAVE POLICIES

## **Vacation**

Vacation time off with pay is available to eligible regular employees to provide opportunities for rest, relaxation, and personal pursuits. Eligible full-time employees begin accruing paid vacation upon hire at the annual accrual rates set forth below.

|  |  |  |
| --- | --- | --- |
| **Tenure** | **Annual Accrual Rate** | **Maximum Accrual Cap** |
|  |  |  |
|  |  |  |
|  |  |  |

Part-time employees accrue vacation proportionally to the chart above, starting at time of hire, based on the number of hours they work per week as compared to 40 hours.

The Company will attempt to grant employees vacation at times they desire. However, vacation time off cannot interfere with the Company’s operations. All vacation must be approved at least two weeks in advance. The Company reserves the right to adjust vacation schedules based upon work load variations. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Employees continue to accrue vacation until they reach their maximum accrual amount, which is 1.5 times their annual accrual amount, set forth above. Vacation earned each year accrues on a daily basis. If an employee’s accrued but unused vacation reaches the maximum cap, then the employee will not accrue any additional vacation until some of the employee’s accrued vacation is used. Once the employee uses some of the accrued vacation, he or she will again resume earning vacation from that date forward, up to the maximum accrual amount. No vacation will be earned for the period in which the accrual was at the maximum level.

Vacation time is paid at the employee’s base pay rate at the time the vacation is taken. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Vacation pay will not be advanced before it is earned or otherwise provided in advance of an employee’s scheduled time off.

If a holiday falls within an employee’s vacation, the day is counted as a paid holiday and not as vacation.

Employees who leave the Company will be paid for all accrued unused vacation hours. There is no earned or accrued vacation in excess of the maximum amount explained above.

Temporary employees are not eligible for paid vacation.

## **PAID SAFE AND SICK LEAVE**

This policy applies to employees who work in California(“Eligible employees”).

### Accrual

Employees will accrue one hour of paid sick leave for every 30 hours worked, up to a maximum cap of 80 hours. Accrued, unused paid sick leave will carry over from year to year, subject to the maximum cap.

### Use of Sick Leave

Employees may only use up to a maximum of 40 hours (or five days, whichever is larger) of paid sick leave per year, subject to the local exceptions set forth below.

**Employees in Los Angeles only:** Employees may only use up to a maximum of 48 hours (or 6 days, whichever is larger) of paid sick leave per year.

**Employees in San Francisco, Berkeley, Emeryville, Oakland, Santa Monica and West Hollywood only:** There is no limit to the amount of accrued paid sick leave an employee can use for paid sick leave permissible uses (defined below) on an annual basis, provided the employee has such leave available in their sick leave bank and subject to the applicable maximum accrual cap set forth above.

Employees may begin using accrued sick leave as of their 90th day of employment in increments as little as 1 hour and as much as a full work day, based on the length of the scheduled time that was missed. You may use accrued paid sick leave for:

* Your own health care needs, including diagnosis, care, or treatment of an existing health condition and/or preventative care.
* The health care needs of a family member, including diagnosis, care, or treatment of an existing health condition and/or preventative care.
* Seeking aid, treatment, or related assistance or to attend court proceedings for an employee (or in San Diego, an employee’s covered family member) who is a victim of domestic violence, sexual assault, stalking, other abuses or crimes as outlined under the law.

San Francisco employees may also use paid sick leave for purposes related to bone marrow donation or organ donation of the employee or the employee's covered family member.

San Diego employees may also use paid sick leave where the employee’s place of business is closed by order of a public official due to a public health emergency, or the employee is providing care or assistance to a child whose school or child care provider is closed by order of a public official due to a public health emergency.

Emeryville employees may also use paid sick leave to aid or care for a guide dog, signal dog, or service dog of the employee, the employee’s family member, or a person designated by the employee.

“Family member” is defined broadly and includes a spouse, registered domestic partner, parent, child, parent-in-law, grandparent, grandchild, sibling, or a designated person. For Los Angeles employees, “family member” also includes any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

You may determine how much paid sick leave you need to use. If you use sick leave, you must use a minimum of one hour. You may not use more than you have accrued at any timed.

Requests for sick leave may be made verbally or in writing to Human Resources or to the manager on duty. Employees should provide reasonable advance notice for foreseeable sick leave, and notice as soon as practicable for unforeseeable sick leave.

### Pay Rate

Paid sick leave for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek

Paid sick leave for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

### No Payout upon Separation

You will not be paid for or be able to “sell back” accrued sick leave when you leave the Company. However, if you leave and are rehired within one year, accrued sick leave will be reinstated.

### Notice and Record Keeping

The amount of your available sick leave will be recorded on each pay-stub (or in some other written form on payday).

### Paid Sick Leave Upon Re-Hire

If an employee separates from the company and is rehired within one year, then previously accrued unused paid sick leave will be reinstated, and the employee is entitled to use such accrued paid sick leave and accrue additional paid sick leave (subject to the maximum set forth above) upon rehire.

If an employee separates from the company and is rehired more than one year later, then previously accrued unused paid sick leave is not reinstated, and the employee is treated as a new hire under this policy.

### No Retaliation/Discrimination

Employees may request and use paid sick leave under this policy without fear of retaliation or discrimination, which company policy prohibits.

### Holidays

All regular, full-time employees receive the following paid holidays per calendar year, which include the following:

* + New Year’s Day (January 1st)
  + Martin Luther King, Jr. Day
  + Presidents’ Day
  + Memorial Day
  + Independence Day (July 4th)
  + Labor Day
  + Thanksgiving Day and the Friday following Thanksgiving
  + Christmas Day (December 25th)

You must be an active employee to receive paid holidays. Employees on an unpaid leave of absence are not eligible to receive paid holidays.

## CALIFORNIA SHORT-TERM DISABILITY INSURANCE (SDI) BENEFITS

All California employees are covered under the State of California’s short-term disability insurance (SDI) program. This program provides partial wage replacement benefits to eligible employees who suffer a wage loss when they are unable to work due to a non-work-related illness or injury, or due to pregnancy or childbirth.

Employees apply for such benefits through the California Employment Development Department (EDD). The EDD determines both employee eligibility and the amount of any SDI benefits due.

SDI benefits are funded by employee payroll deductions, according to law. SDI benefits are paid to an eligible employee by the State of California. For additional information, contact the EDD.

## CALIFORNIA PAID FAMILY LEAVE (PFL) BENEFITS

All California employees are covered under the State of California’s paid family leave insurance plan (PFL). This program provides up to eight (8) weeks of partial pay in any 12-month period to an employee to take time off work to care for a seriously ill parent, spouse, registered domestic partner, child, grandparent, grandchild, parent-in-law, or sibling, to bond with a newborn child or a newly placed adopted or foster child, or to participate in a qualifying event because of a family member’s military deployment. PFL does not create any additional rights to time off of work and is not a job-protected leave. PFL is a wage replacement benefit only.

PFL is funded by employee payroll deductions, according to law. PFL benefits are paid to an eligible employee by the State of California. For additional information, contact the EDD.

## CALIFORNIA FAMILY AND MEDICAL LEAVE POLICY

**[Use this policy if you are a California Employer with 50+ employees]**

Pursuant to the Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), eligible employees may take an unpaid family or medical leave of absence (“Family/Medical Leave”) of up to 12 weeks in a 12-month period. The 12-month period is measured [**[*fill in as appropriate, e.g., backward from the date you take any FMLA and/or CFRA leave, or forward from the date you first take FMLA and/or CFRA leave, etc.*]**]. Eligible employees may take up to twenty-six (26) weeks of FMLA leave in a single 12-month period for Military Caregiver Leave, as described below.

Any leave taken pursuant to this policy, other Company policies, or law which qualifies as leave under the FMLA and/or the CFRA will be counted against the employee’s available leave under the applicable Company policy(s) and law, as well as the available leave under the FMLA and/or the CFRA, to the extent permitted by applicable law.

Eligibility

To be eligible for a Family/Medical Leave, you must: (1) have worked for the Company for at least 12 months, (2) have worked at least 1,250 hours during the 12 months before the leave is to begin. “Hours worked” means actual hours worked and generally does not include paid or unpaid time off.

Reasons For Leave

If eligible, you may take Family/Medical Leave for any of the following reasons:

* + **Birth/Placement.**  The birth of your child, or the placement of a child with you for adoption or foster care.
  + **Family Care**. ***FMLA and CFRA***: To care for your spouse, child, or parent with a serious health condition; ***CFRA only***: to care for your registered domestic partner, parent-in-law, grandparent, grandchild, sibling, or designated person (effective 1/1/23) with a serious health condition.
  + **Employee Medical.** Because of your own serious health condition, which makes you unable to perform one or more essential functions of your job.
  + **Qualifying Exigency.** Because of any qualifying exigency as defined in the FMLA final regulations and under California law, arising out of the fact that your spouse, registered domestic partner (CFRA only), parent, or child is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces in a foreign country. [*Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, attending post-deployment reintegration briefings, and other activities associated with the family member’s call or order to service.*] Contact the Human Resources Department for additional information regarding what constitutes a qualifying exigency.
  + **Military Caregiver (covered by FMLA only).**  To care for a covered servicemember or covered veteran with a serious illness or injury (incurred or aggravated in the line of active duty in the Armed Forces) and who is your parent, child, spouse, or for whom you are next of kin. Such leave may be taken for up to 26 weeks in a single 12-month period, which period begins on the first day you take leave for this purpose and ends 12 months after that date. [*To be considered “next of kin,” you must be the nearest blood relative of the injured servicemember or veteran (other than the individual’s parent, spouse or child).*] An eligible employee who takes Military Caregiver Leave may not take more than a combined total of 26 weeks of FMLA Leave in a single 12-month period, including any leave taken for other FMLA-covered reasons. Under such circumstances, only a total of 12 weeks of FMLA Leave in a 12-month period may be taken for reasons other than Military Caregiver Leave.

The basic minimum duration of Birth/Placement Leave is two weeks, except on two occasions you may request such a leave of less than two weeks’ duration, and you must conclude the leave within one year following the child’s birth or placement.

*[You may not be granted a Family/Medical Leave to gain employment or work elsewhere, including self-employment.] [If you intend to work at a second job during your leave, then you must notify the Company.] [If you misrepresent facts in order to be granted a Family/Medical Leave, you will be subject to discipline, up to and including immediate termination.]*

Additional Leave Available In Connection With Pregnancy Disability Leave

Leave for your pregnancy-related disability is covered under the FMLA, but not the CFRA. Therefore, if you take a Family/Medical Leave for a pregnancy-related disability, then you may be eligible for up to an additional 12 weeks of Family/Medical Leave in the 12-month period under the CFRA for reasons other than pregnancy-related disability. The amount of any such available Family/Medical Leave will be reduced by any other CFRA Leave taken during the 12-month period.

Notice Of Leave

If the need for leave (other than Qualifying Exigency Leave) is foreseeable, you must give the Company at least thirty (30) days’ prior notice, if possible, or as much notice as practicable under the circumstances. For unforeseeable leaves and Qualifying Exigency Leaves, you are expected to notify the Company as soon as practicable. Failure to provide such notice may be grounds for delaying or denying the leave and may result in adverse consequences. In addition, you should comply with the Company’s [*or your department’s*] usual call in procedures, absent unusual circumstances.

[You should submit a written Request for Leave to Human Resources, which includes the anticipated date(s) and duration of the requested leave.]

Medical Certification for Employee Medical and Family Care Leaves

If you are requesting Employee Medical or Family Care Leave, then you and the appropriate health care provider must supply medical certification supporting the need for leave. If the need for leave is foreseeable, the medical certification should be provided to the Company before the leave begins. If the need for leave is not foreseeable, then the medical certification must be provided within fifteen (15) days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested certification in a timely manner may result in denial or delay of leave or other adverse consequences. The Company also may require medical recertification to the extent permitted by law. Certification forms are available from the Human Resources Department.

For Employee Medical Leaves, at its own expense, the Company may require a second medical opinion, and if the first and second opinions differ, may request a third medical opinion. If a third opinion is requested, you and the Company will jointly approve of the health care provider and the third opinion will be binding.

Certification for Military Caregiver and Qualifying Exigency Leaves

If you are requesting Qualifying Exigency or Military Caregiver Leave, you must provide certification of your need for leave. Such certification must be provided to Human Resources within 15 calendar days after it is requested. Certification forms are available from the Human Resources Department.

Reporting Your Status While On Leave

During a Family/Medical Leave, you may be required to contact your manager periodically to report on your status and intention to return to work.

Leave Is Unpaid/Substitution of Accrued Paid Leave

***[Choose either mandatory use of paid time where permissible, or employee’s choice:]***

***Option 1: Mandatory Where Permissible -*** Family/Medical Leave generally is unpaid leave. However, if you are taking Employee Medical Leave, then any accrued [vacation and sick leave] must be used during otherwise unpaid leave. If the leave is for your pregnancy-related disability, then you will not be required to use [vacation], but may do so at your option. If leave is taken for a reason other than Employee Medical, then any available [vacation] must be used and you have the option of using any available sick leave, if available, in accordance with the terms of the sick leave policy during a Family Care Leave. In addition, you may be eligible for workers’ compensation benefits, state disability or paid family leave (PFL) benefits through the State of California during all or part of the 12-week leave period. If you are receiving state disability, workers’ compensation, or PFL benefits during your Family/Medical Leave, then you will not be required to use [vacation or sick time] during that time, but may elect to use your [vacation or sick time] to supplement those benefits, although you generally may not receive more than an amount equal to 100% of your salary from a combination of paid time and disability, workers’ compensation, or PFL benefits. [If you are eligible for PFL benefits, then you will be required to use up to two weeks of accrued [vacation] before you will be entitled to receive PFL benefits.] The receipt of disability, PFL, or workers’ compensation benefits or the substitution of paid leave for unpaid leave time does not extend the maximum Family/Medical Leave period.

***Option 2: Employee’s Choice -*** Family/Medical leave generally is unpaid leave. However, you have the option of using any accrued [vacation and sick time] during your otherwise unpaid leave. In addition, you may be eligible for workers’ compensation benefits, state disability or paid family leave (PFL) benefits through the State of California during all or part of the 12-week leave period. If you are receiving state disability, workers’ compensation, or PFL benefits during your Family/Medical Leave, then you may elect to use your [vacation or sick time] to supplement those benefits, although you generally may not receive more than an amount equal to 100% of your salary from a combination of paid time and disability, workers’ compensation, or PFL benefits. [*If you are eligible for PFL benefits, then you will be required to use up to two weeks of accrued [vacation] before you will be entitled to receive PFL benefits.*] The receipt of disability, PFL, or workers’ compensation benefits or the substitution of paid leave for unpaid leave time does not extend the maximum Family/Medical Leave period.

Medical *[And Other]* Benefits

During an approved Family/Medical Leave, the Company generally will maintain an employee’s group health benefits as if the employee had continued to be actively employed*,* up to a total of 12 weeks in a 12-month period, unless (1) it is a Military Caregiver Leave, in which case the employee’s group health benefits will continue for up to a total of 26 weeks in a 12-month period; or (2) the leave is for the employee’s own pregnancy-related disability, in which case the employee’s group health benefits will continue for the employee’s entire leave under the Pregnancy-Related Disability Leave and Accommodation Policy through the end of the employee’s CFRA leave. If an employee takes more Family/Medical leave in a 12-month period than they have medical coverage for as an active employee, then the employee can elect to continue coverage at his/her sole expense for the remainder of the leave. If paid leave is substituted for unpaid Family/Medical Leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. [**If the leave is unpaid, you must pay your portion of the premium during the leave. Group health care coverage may cease for the remainder of the leave if the premium payment is more than 30 days late.] OR [You are responsible for your share of the premiums during any unpaid leave.]** If the Company pays the missed employee premium contributions, you will be required to reimburse the Company for the delinquent payments. If you do not return to work at the end of the leave period, you may be required to reimburse the Company for the cost of the premiums paid by the Company for maintaining coverage during unpaid leave, unless you cannot return to work because of a serious health condition (or serious illness or injury of a covered servicemember) or other circumstances beyond your control. [*During Family/Medical Leave, you will not accrue vacation and sick leave other than during periods in which you are using vacation or sick leave.’*

Intermittent And Reduced Schedule Leave

Employee Medical, Family Care, and Military Caregiver Leaves may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday) if medically necessary. You are required to make a reasonable effort to schedule medical treatment so as not to unduly disrupt Company operations, subject to the appropriate health care provider’s approval. In addition, if you are taking intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, the Company may temporarily transfer you to an available alternative position with equivalent pay and benefits, which better accommodates the recurring leave. If you are certified to take Family/Medical Leave on an intermittent or reduced leave schedule basis, you must advise the Company at the time of the absence if the absence is for your certified Family/Medical Leave reason. Qualifying Exigency Leave also may be taken intermittently or on a reduced schedule. Birth/Placement Leave cannot be taken on a reduced leave schedule without the Company’s consent, and as discussed above, there also are restrictions on taking it intermittently.

Returning From Leave

Generally, upon return from Family/Medical Leave, you will be reinstated to the same position or to an equivalent position with equivalent pay, benefits, and other employment terms, subject to any applicable exceptions. In addition, you have no greater rights to reinstatement or to other benefits and conditions of employment than if you had not taken the Family/Medical Leave.

As a condition of returning to work following Employee Medical Leave, you **[will] [may]** be required to provide a health care provider certification verifying your ability to return to work. Employees failing to provide a release to return to work when required to do so will not be permitted to resume work until it is provided.

[Exemption For Highly Compensated Employees - FMLA ONLY]

*Highly compensated “key” employees (i.e., the highest paid 10% of employees employed within a 75-mile radius of a particular location) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial and grievous economic injury to the Company. Employees will be notified if they qualify as a “key” employee, if the Company intends to deny reinstatement, and of their rights in such instances.]*

Legal Compliance

This policy will be interpreted and applied in accordance with applicable federal, state and local laws, and to the extent that this policy may conflict with those laws, they are controlling over this policy. Further, the Company retains all available rights and defenses under applicable law, whether or not specifically set forth in this policy.

Additional Information

Additional information regarding the FMLA is contained in the linked Department of Labor (WH 1420) publication:

https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fmlaen.pdf

Additional information about Family/Medical Leave, including forms, also is available from the Human Resources Department.

## CALIFORNIA FAMILY RIGHTS ACT POLICY

**[Use this policy if you are a California employer and have between 5-49 employees]**

Pursuant to the California Family Rights Act (“CFRA”), eligible employees may take an unpaid family or medical leave of absence (“CFRA leave”) of up to 12 weeks in a 12-month period. The 12-month period is measured [**[*fill in as appropriate, e.g., backward from the date you take any FMLA and/or CFRA leave, or forward from the date you first take FMLA and/or CFRA leave, etc.*]**] from the date you take any CFRA leave.

Any leave taken pursuant to this policy, other Company policies, or law which qualifies as leave under the CFRA will be counted against the employee’s available leave under the applicable Company policy(s) and law, as well as the available leave under the CFRA, to the extent permitted by applicable law.

Eligibility

To be eligible for a CFRA leave, you must: (1) have worked for the Company for at least 12 months, (2) have worked at least 1,250 hours during the 12 months before the leave is to begin, and (3) work for an employer with at least 5 employees. “Hours worked” means actual hours worked and generally does not include paid or unpaid time off.

Reasons For Leave

If eligible, you may take CFRA leave for any of the following reasons:

* **Birth/Placement (Bonding)** — to care for a child born to or placed for adoption or foster care with the employee;
* **Employee Medical** — because of the employee’s own serious health condition, which renders the employee unable to perform the functions of his or her position except for leave taken for disability on account of pregnancy, childbirth, or related medical condition;
* **Family Care** — to care for the employee’s parent (biological, foster, or adoptive parent, a stepparent, in-law, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child), child (biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis), spouse, registered domestic partner, sibling, grandparent, grandchild, or designated person (effective 1/1/23) with a serious health condition; or
* **Qualifying Exigency** — because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee’s spouse, registered domestic partner, child, or parent in the Armed Forces of the United States, as specified in Section 3302.2 of the Unemployment Insurance Code.

The basic minimum duration of Birth/Placement Leave is two weeks, except on two occasions you may request such a leave of less than two weeks’ duration, and you must conclude the leave within one year following the child’s birth or placement.

[You may not be granted a CFRA leave to gain employment or work elsewhere, including self-employment. If you intend to work at a second job during your leave, then you must notify the Company. If you misrepresent facts in order to be granted a CFRA leave, you will be subject to discipline, up to and including immediate termination.]

Additional Leave Available In Connection With Pregnancy Disability Leave

Leave for your own pregnancy-related disability is not covered under the CFRA. Therefore, if you take a CFRA leave for your own pregnancy-related disability, then you may be eligible for up to an additional 12 weeks of CFRA leave in the 12-month period under the CFRA for reasons other than pregnancy-related disability. The amount of any such available CFRA leave will be reduced by any other CFRA leave taken during the 12-month period.

Notice Of Leave

If the need for leave (other than Qualifying Exigency Leave) is foreseeable, you must give the Company at least thirty (30) days’ prior notice, if possible, or as much notice as practicable under the circumstances. For unforeseeable leaves and Qualifying Exigency Leaves, you are expected to notify the Company as soon as practicable. Failure to provide such notice may be grounds for delaying or denying the leave and may result in adverse consequences. In addition, you should comply with the Company’s usual call in procedures, absent unusual circumstances.

[You should submit a written Request for Leave to Human Resources, which includes the anticipated date(s) and duration of the requested leave.]

Medical Certification for Employee Medical and Family Care Leaves

If you are requesting Employee Medical or Family Care Leave, then you and the appropriate health care provider must supply medical certification supporting the need for leave. If the need for leave is foreseeable, the medical certification should be provided to the Company before the leave begins. If the need for leave is not foreseeable, then the medical certification must be provided within fifteen (15) days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested certification in a timely manner may result in denial or delay of leave or other adverse consequences. Certification forms are available from the Human Resources Department.

For Employee Medical Leaves, at its own expense, the Company may require a second medical opinion, and if the first and second opinions differ, may request a third medical opinion. If a third opinion is requested, you and the Company will jointly approve of the health care provider and the third opinion will be binding.

Certification for Qualifying Exigency Leaves

If you are requesting Qualifying Exigency Leave, you must provide certification of your need for leave. Such certification must be provided to Human Resources within 15 calendar days after it is requested. Certification forms are available from Human Resources.

Reporting Your Status While On Leave

During a CFRA leave, you may be required to contact your manager periodically to report on your status and intention to return to work.

Leave Is Unpaid/Substitution of Accrued Paid Leave

***[Choose either mandatory use of paid time where permissible, or employee’s choice:]***

***Option 1: Mandatory Where Permissible -*** CFRA leave generally is unpaid leave. However, if you are taking Employee Medical Leave, then any accrued [vacation and sick leave] must be used during otherwise unpaid leave. If the leave is for your pregnancy-related disability, then you will not be required to use [vacation], but may do so at your option. If leave is taken for a reason other than Employee Medical, then any available [vacation] must be used and you have the option of using any available sick leave, if available, in accordance with the terms of the sick leave policy during a Family Care Leave. In addition, you may be eligible for workers’ compensation benefits, state disability or paid family leave (PFL) benefits through the State of California during all or part of the 12-week leave period. If you are receiving state disability, workers’ compensation, or PFL benefits during your CFRA leave, then you will not be required to use [vacation or sick time] during that time, but may elect to use your [vacation or sick time] to supplement those benefits, although you generally may not receive more than an amount equal to 100% of your salary from a combination of paid time and disability, workers’ compensation, or PFL benefits. [*If you are eligible for PFL benefits, then you will be required to use up to two weeks of accrued [vacation] before you will be entitled to receive PFL benefits.*] The receipt of disability, PFL, or workers’ compensation benefits or the substitution of paid leave for unpaid leave time does not extend the maximum CFRA leave period.

***Option 2: Employee’s Choice -*** CFRA leave generally is unpaid leave. However, you have the option of using any accrued [vacation and sick time] during your otherwise unpaid leave. In addition, you may be eligible for workers’ compensation benefits, state disability or paid family leave (PFL) benefits through the State of California during all or part of the 12-week leave period. If you are receiving state disability, workers’ compensation, or PFL benefits during your CFRA leave, then you may elect to use your [vacation or sick time] to supplement those benefits, although you generally may not receive more than an amount equal to 100% of your salary from a combination of paid time and disability, workers’ compensation, or PFL benefits. [*If you are eligible for PFL benefits, then you will be required to use up to two weeks of accrued [vacation] before you will be entitled to receive PFL benefits.*] The receipt of disability, PFL, or workers’ compensation benefits or the substitution of paid leave for unpaid leave time does not extend the maximum CFRA leave period.

Medical Benefits

During an approved CFRA leave, the Company [generally] will maintain an employee’s group health benefits as if the employee had continued to be actively employed, up to a total of 12 weeks in a 12-month period, unless the leave is for the employee’s own pregnancy-related disability, in which case the employee’s group health benefits will continue for the employee’s entire leave under the Pregnancy-Related Disability Leave and Accommodation Policy through the end of the employee’s CFRA leave. If an employee takes more leave in a 12-month period than they have medical coverage for as an active employee, then the employee can elect to continue coverage at his/her sole expense for the remainder of the leave. If paid leave is substituted for unpaid CFRA leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. [**If the leave is unpaid, you must pay your portion of the premium during the leave. Group health care coverage may cease for the remainder of the leave if the premium payment is more than 30 days late.] OR [You are responsible for your share of the premiums during any unpaid leave.]** If the Company pays the missed employee premium contributions, you will be required to reimburse the Company for the delinquent payments. If you do not return to work at the end of the leave period, you may be required to reimburse the Company for the cost of the premiums paid by the Company for maintaining coverage during unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control. [During CFRA leave, you will not accrue vacation other than during periods in which you are using vacation or sick time.]

Intermittent And Reduced Schedule Leave

Employee Medical and Family Care Leaves may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday) if medically necessary. You are required to make a reasonable effort to schedule medical treatment so as not to unduly disrupt Company operations, subject to the appropriate health care provider’s approval. In addition, if you are taking intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, the Company may temporarily transfer you to an available alternative position with equivalent pay and benefits, which better accommodates the recurring leave. If you are certified to take CFRA leave on an intermittent or reduced leave schedule basis, you must advise the Company at the time of the absence if the absence is for your certified CFRA leave reason. Qualifying Exigency Leave also may be taken intermittently or on a reduced schedule. Birth/Placement Leave cannot be taken on a reduced leave schedule without the Company’s consent, and as discussed above, there also are restrictions on taking it intermittently.

Returning From Leave

Generally, upon return from CFRA leave, you will be reinstated to the same position or to an equivalent position with equivalent pay, benefits, and other employment terms, subject to any applicable exceptions. In addition, you have no greater rights to reinstatement or to other benefits and conditions of employment than if you had not taken the CFRA leave.

As a condition of returning to work following Employee Medical Leave, you [will][may] be required to provide a health care provider certification verifying your ability to return to work. Employees failing to provide a release to return to work when required to do so will not be permitted to resume work until it is provided.

Legal Compliance

This policy will be interpreted and applied in accordance with applicable federal, state and local laws, and to the extent that this policy may conflict with those laws, they are controlling over this policy. Further, the Company retains all available rights and defenses under applicable law, whether or not specifically set forth in this policy.

## CALIFORNIA PREGNANCY-RELATED DISABILITY LEAVE AND ACCOMMODATION POLICY

Under California law, if you are disabled due to pregnancy, childbirth or related medical conditions, you are eligible for an unpaid leave of absence of up to four months for the period of such disability. When medically advisable, a Pregnancy Disability Leave may be taken intermittently or on a reduced work schedule. Multiple disability leaves for the same pregnancy will be combined for purposes of calculating the four months.

Additional leave may be available to eligible employees under the [California Family and Medical Leave Policy and/or the California Family Rights Act Leave Policy].

You may be entitled to transfer to a less strenuous or hazardous position, where such transfer is medically advisable because of pregnancy, childbirth, or a related medical condition and can be reasonably accommodated. You also may be entitled to reasonable accommodation for conditions related to pregnancy, childbirth or related medical conditions upon request. A request for reasonable accommodation or transfer must be supported by the written certification of your health care provider that such an accommodation or transfer is medically advisable.

Pregnancy Disability Leaves generally are unpaid. You **[will be required to use any accrued sick leave and may elect to use any accrued vacation] OR [may elect to use any accrued [vacation and sick leave]]** during a Pregnancy Disability Leave. In addition, you may be eligible for state disability benefits during the leave, although you generally may not receive more than an amount equal to 100% of your salary from a combination of paid time and state disability benefits. The substitution of paid time for unpaid leave time and/or the receipt of disability benefits does not extend the maximum four-month Pregnancy Disability Leave period.

During an approved Pregnancy Disability Leave, the Company will maintain your group benefits under the same conditions as if you had continued to be actively employed [for a maximum of four months].

[During a Pregnancy Disability Leave, you will not accrue [vacation and sick leave] other than during periods in which you are using [vacation or sick leave].]

If possible, you must provide at least thirty (30) days’ notice of your intention to take leave, or as much notice as is practicable under the circumstances. A request for leave must be supported by a medical certification from your health care provider.

Generally, upon return from an approved Pregnancy Disability Leave that does not exceed the maximum available leave, you will be reinstated to the same position or a comparable position, subject to any applicable exceptions. However, you have no greater rights to reinstatement or to other benefits and conditions of employment than if you had not taken the Pregnancy Disability Leave. As a condition of returning from a Pregnancy Disability Leave, you must provide the Company with a certification from your health care provider that you are able to resume work.

## CALIFORNIA BEREAVEMENT LEAVE

Beginning January 1, 2023, all California employees who have worked for the Company for at least 30 days are eligible for up to five days of unpaid bereavement leave upon the death of a covered family member or upon a reproductive loss event. Employees may use their accrued and available vacation, personal leave, and paid sick leave to receive pay during otherwise unpaid CA Bereavement Leave.

Unless otherwise provided by applicable law, “covered family members” include the employee’s spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. A reproductive loss event is defined as the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If an employee experiences more than one reproductive loss event within a twelve month period, then the employee may use California Bereavement Leave on multiple occasions, up to a maximum of 20 days per 12 month-period (up to 5 days per event).

In the event of a death of a covered family member, CA Bereavement Leave must be taken within three months of the family member’s death.

In the event of a death of a covered family member, employees must provide documentation of the family member’s death within 30 days of the first day CA Bereavement Leave is used. The following documentation shall be considered sufficient to support an employee’s CA Bereavement Leave:

* Death certificate
* Published obituary,
* Written verification of death, burial or memorial from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

No documentation is required in the case of a reproductive loss event.

## CALIFORNIA SCHOOL AND OTHER CHILD-RELATED ACTIVITIES LEAVE

Employees who are parents, guardians, stepparents, foster parents, or grandparents of, or who stand in loco parentis to, one or more children of the age to attend kindergarten or grades 1 through 12 or a licensed child care provider (collectively “parents”), will be granted unpaid time off work of up to forty (40) hours each year, not to exceed eight hours per month, for the purpose of school activities and other child-related activities as set forth in this policy. Such time off will be provided to (1) find, enroll, or reenroll the employee’s child or grandchild in a school or with a licensed child care provider; (2) participate in activities of the school or licensed child care provider; and/or to (3) address a child care provider or school emergency. Employees also may take off additional time as may be necessary to attend their child’s or grandchild’s school in order to discuss their child’s or grandchild’s possible suspension or expulsion (not limited to 40 hours per year or eight hours per month).

“Child care provider or school emergency” means that an employee’s child cannot remain in a school or with a child care provider due to the following:

1. the school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider.

2. behavioral or discipline problems.

3. closure or unexpected unavailability of the school or child care provider, excluding planned holidays.

4. a natural disaster, including, but not limited to, fire, earthquake, or flood.

If you need to take time off under this policy, you should alert your manager as soon as possible so that alternative arrangements can be made. If requested, employees must provide documentation from the school or licensed child care provider as proof that he or she engaged in child-related activities on a specific date and at a particular time.

“Documentation” means whatever written verification of parental participation the school or licensed child care provider deems appropriate and reasonable.

If both parents of a child are employed by the Company, only one parent may take time off to attend a particular school activity or emergency. The parent who first gives notice of a planned absence will have preference for time off.

You may use accrued vacation for such absences; otherwise, this time will be unpaid. However, the salary of an exempt employee will not be reduced if he or she misses only a portion of a workweek. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy.

## CALIFORNIA VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING, AND OTHER CRIMES OR ABUSES LEAVE

Any employee who is a victim of domestic violence, sexual assault, or stalking, or who is a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury, or whose immediate family member is deceased as the direct result of a crime may take time off to obtain judicial relief to help ensure the health, safety or welfare of the employee or their child.

An employee may also take time off for any of the following: (1) to seek medical attention for injuries caused by domestic violence, sexual assault, stalking, or other crimes or abuses as outlined under the law; (2) to obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault, stalking, or other crimes or abuses as outlined under the law; (3) to obtain psychological counseling related to an experience of domestic violence, sexual assault, stalking, or other crimes or abuses as outlined under the law; or (4) to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, stalking, or other crimes or abuses as outlined under the law.

If you need time off on account of domestic violence, sexual assault, stalking, or other crimes or abuses as outlined under the law, you should notify your supervisor as soon as possible so that arrangements to accommodate the absence may be made. If advance notice is not possible, you must provide appropriate written certification of the reason for the absence upon return to work.

The Company will make reasonable efforts to maintain the confidentiality of any employee requesting time off on account of domestic violence, sexual assault, stalking, or other crimes or abuses as outlined under the law.

Time off on account of domestic violence, sexual assault, stalking, or other crimes or abuses as outlined under the law is unpaid. However, you may elect to use any accrued vacation or sick time for the otherwise unpaid leave.

## CALIFORNIA FAMILY MILITARY LEAVE

Eligible California employees are entitled to take up to 10 days of unpaid Family Military Leave when their military spouse or registered domestic partner is on leave from deployment during a time of military conflict. To be eligible, you must work for the Company an average of at least 20 hours per week, and be the spouse or registered domestic partner of a member of either:

1. United States 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

2. National Guard or Reserves who has been deployed during a period of military conflict.

You must provide notice to the Company within two business days of receiving official notice that your military spouse or registered domestic partner will be on leave from deployment. You also must provide documentation certifying that the time period of your military spouse’s (or registered domestic partner’s) leave from deployment matches the dates that you are requesting leave.

You may elect to use accrued vacation for the otherwise unpaid Family Military Leave, but the Company does not require you to do so.

## CALIFORNIA JURY DUTY LEAVE

The Company encourages employees to fulfill their civic responsibilities by serving jury duty when required. Non-exempt employees may request and will be granted unpaid jury duty leave for the length of absence. If desired, employees may use any available vacation time in conjunction with the jury duty leave.

Exempt employees will also be granted jury duty leave and will be paid or unpaid depending upon the length of jury duty service. The salary of exempt employees will not be reduced for any week in which they perform any work and also serve on a jury.

You must show the jury duty summons to your supervisor as soon as possible so that the supervisor may make arrangements to accommodate your absence. You are expected to report for work whenever the court schedule permits, including scheduled weekends.

You may be requested to provide written verification from the court clerk of having served.

## CALIFORNIA TIME OFF TO VOTE

The Company encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If you are unable to vote in an election during your nonworking hours, the Company will grant you up to two (2) hours of paid time off to vote. You must submit a voter’s receipt on the first working day following the election.

You should request time off to vote from your supervisor at least two working days prior to Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift; whichever provides the least disruption to the normal Company operations.

## CALIFORNIA VICTIMS OF CRIME LEAVE

Any employee who is a victim or a covered family member of a victim of a crime may take time off to attend judicial proceedings related to the crime. “Covered family member” includes the employee’s child, stepchild, spouse, registered domestic partner, parent, stepparent, parent-in-law, parent of employee’s registered domestic partner, sibling, step-sibling, half-sibling, and any other individual whose close associate with the employee is equivalent of these family relationships.

If an employee needs such time off, the employee must provide the Company with a copy of the notice of each scheduled proceeding that is provided to the victim by the responsible agency, unless such advance notice is not feasible. For unscheduled absences, the Company may require documentation of the scheduled proceeding including court notice, subpoena, notice from the prosecutor’s office, or documentation from a victim’s advocacy group representing the victim.

If desired, you may use any accrued vacation or sick time while attending judicial proceedings relating to a crime. Otherwise, the time off will be unpaid, consistent with applicable law.

## CALIFORNIA LEAVE FOR CRIME VICTIM TO BE HEARD IN COURT

Any employee who is the victim of a crime listed below, or whose parent, child, spouse, registered domestic partner, sibling, or guardian is the victim of any such crime, may take time off from work to appear in court to be heard at any proceeding, including any delinquency proceeding, in which a right of the victim is at issue.

The crimes for which this leave may be taken are: (1) vehicular manslaughter while intoxicated, (2) felony child abuse likely to produce great bodily harm or death, (3) assault resulting in the death of a child under eight years of age, (4) felony domestic violence, (5) felony physical abuse of an elder or dependent adult, (6) felony stalking, (7) solicitation for murder, (8) a “serious felony” as defined under the California Penal Code, (9) hit-and-run causing death or injury, (10) felony driving under the influence causing injury, and (11) sexual assault.

Time off for this purpose is unpaid, unless otherwise required by law. You may elect to use accrued [vacation][PTO] for the otherwise unpaid leave.

You must give reasonable advance notice of the need for such leave unless advance notice is not feasible. Certification must be provided within a reasonable time after any unscheduled absence.

## CALIFORNIA WITNESS DUTY LEAVE

Employees may be required by law to appear in court as a witness. Non-exempt employees will be provided time off without pay for this purpose. The salary of exempt employees will not be reduced for any week in which they perform any work and also appear in court as a witness.

Employees must provide reasonable advance notice to the Company of the date of intended absence.

## CALIFORNIA ORGAN AND BONE MARROW DONOR LEAVE

Employees who have worked for the Company for at least 90 days may take time off to donate bone marrow or an organ to another person. The maximum available **paid** leave time in any one-year period is five (5) days for bone marrow and thirty (30) days for organ donation (an additional 30 days of unpaid organ donor leave also is available). In order to be eligible for leave under this policy, you must provide written verification that you are an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow. In addition, bone marrow donors must first use five days of accrued, unused sick or vacation time, and organ donors must first use ten days of accrued, unused sick or vacation time before receiving paid leave under this policy.

Health insurance will continue to be paid by the Company (only if you are on Company health insurance) to the same extent as for active employees during this leave. You will be returned to the same or equivalent position with equivalent pay, benefits and other employment terms provided that medical documentation requirements have been met.

This time off is in addition to any FMLA and/or CFRA leave that you may be eligible for.

## CALIFORNIA LEAVE FOR EMERGENCY SERVICE

The Company will give time off to an employee to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel.

The Company also will provide eligible employees who volunteer as firefighters, reserve peace officers, or emergency rescue personnel with an unpaid leave of absence of up to 14 days per calendar year, for the purpose of training. If you need time off on account of such training, you should notify your supervisor as soon as possible so that arrangements to accommodate the absence may be made.

Time off is unpaid, however, you may choose to use accrued vacation during this time off.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy.

## CIVIL AIR PATROL LEAVE

The Company will provide eligible employees who are voluntary members of the California Wing of the Civil Air Patrol with up to 10 days of leave per calendar year in order for such employees to respond to an emergency operational mission of the Civil Air Patrol. Such leave generally is limited to up to three days per single emergency operational mission. To be eligible for such leave, the employee volunteer member must have been employed by the Company for at least 90 days immediately preceding the commencement of the leave.

Employees are required to give the Company as much notice as is possible of the intended leave dates. Additionally, the Company may require certification of the need for leave from the Civil Air Patrol Authority.

Civil air patrol leave is unpaid, although an employee has the option to use any accrued vacation and/or available personal days for the otherwise unpaid leave.

No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy.

## CALIFORNIA LITERACY ASSISTANCE LEAVE

The Company is committed to providing assistance to employees who require time off to participate in an adult education program for literacy assistance. If you need time off to attend such a program, you should inform your supervisor or Human Resources. The Company will attempt to make reasonable accommodations for you by providing unpaid time off or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the Company. The Company will attempt to safeguard the privacy of your enrollment in an adult education program.

## Military Leave

The Company is committed to protecting the job rights of employees in the uniformed services. The Company grants military duty leave in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) and any applicable state and local laws. USERRA prohibits discrimination against employees, and provides reemployment protection and other benefits for veterans and employees who perform military service. The Company prohibits retaliation against any employee who requests a leave of absence under this policy.

## SAN FRANCISCO MILITARY PAY PROTECTION

Eligible San Francisco employees who are called to active military duty are eligible to receive up to 30 days per calendar year of military differential pay during their period of active military duty. Military differential pay is defined as the difference between the amount of the employee’s gross military pay and the amount of gross pay the employee would have received from the Company had the employee worked their regular work schedule during leave.

## Military differential pay is available to employees engaged in any active military service, including training, drills, and natural disaster relief. Military differential pay must be used in daily increments of one or more days at a time. The Company reserves the right to offset military differential pay by any other military leave benefits provided to the employee pursuant to any other law or Company policy. The Company further reserves the right to recoup military differential pay with interest if the employee does not return to work within 60 days after release from active military service, consistent with applicable law.Religious Observance

The Company will make a reasonable effort to adjust work schedules, if necessary, to accommodate your religious observances. The Company will consider granting you time off from work unless doing so will create an undue hardship on the business. The Company asks that you use your vacation time for this purpose. Once your vacation time is exhausted, you will still be allowed further time off for religious observances, but the time off will be unpaid. You must notify Human Resources and complete a request form at the start of the calendar year, (or upon commencement of employment), or as soon as you become aware of the need to take time off.

## Other Disability Leaves

In addition to the leaves described above, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability within the meaning of federal and/or state law.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact HR.

## Other Legally Required Leaves of Absence

Employees will be granted other leaves of absence as required by law, or for the purpose of fulfilling any required legal or military obligation. Employees are required to provide reasonable advance notice of any need for such leave.

## Unpaid Personal Leaves of Absence

Requests for unpaid personal leaves of absence are considered individually, require supervisor approval, are granted at Company discretion, and (except as may be required by law, such as a reasonable accommodation for a disability or any other reason covered by applicable law) limited to a leave of up to three (3) months. Several factors are taken into consideration when evaluating these requests including: reason for the request, length of service, performance history, and demands of the position, to name a few. Requests for unpaid personal leaves of absences should be made to Human Resources.

# Employee Health And Welfare

## Safety

Every employee is responsible for his/her safety, as well as for the safety of others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times.

Your safety is extremely important to us. Good housekeeping is a natural part of safety. Keep your eye out for and pick up all trash and debris and any other foreign objects regardless of where they are located. If you notice an unsafe condition that you cannot safely correct yourself, you must report it immediately to your supervisor. In the event of injuries to employees, including to yourself or others, you must notify your supervisor immediately.

If an employee becomes injured, do not attempt to move him/her or administer first aid unless you are qualified. It is not appropriate or productive to discuss the accident with other employees. Employees should not make statements or provide information to any third-parties regarding any workplace accident or injury, unless expressly approved to do so or as otherwise required by applicable law. Only management personnel will be involved in preparing and accident report.

It is a violation of Company policy to fail to report any work-related injury or illness to management. Employees are required to immediately report any work-related injury or illness to management, or any suspected work related injury or illness to management as soon as the employee becomes aware of the actual or suspected injury or illness. Reporting work-related injuries and illnesses to management is critical to the wellbeing of Company employees. It enables the Company to ensure appropriate medical care and treatment are provided to injured or ill employees, to investigate and correct potential hazards in the workplace and to prevent future illness or injuries from occurring.

Employees who violate this policy may be subject to discipline. And the Company prohibit and will not tolerate retaliation against any employee for reporting an actual or suspected workplace injury or illness.

## LACTATION ACCOMMODATION

The Company promotes and supports breastfeeding, and an employee’s right to express breast milk while at work. Management and employees shall work together to find mutually agreeable hours of work and breaks which support lactation accommodation. This shall be done within the policies of the Company, as well as applicable law.

The employee’s manager and Human Resources should be informed if an employee perceives harassment or retaliation with respect to lactation.

Employees who are expressing breast milk will be accommodated in accordance with governing legislation and the Company’s reasonable accommodation policies. Employees have the right to request lactation accommodation, either verbally or in writing to \_\_\_\_\_\_\_\_\_\_, and the Company will respond to the employee within five days. If the Company is unable to provide the requested accommodation, the Company shall respond to the employee in writing.

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee’s child. Whenever possible, lactation breaks will run concurrently with existing meal or rest break time. If it is not possible for the lactation break to run concurrently with existing break time, an unpaid lactation break will be provided to the employee. Any additional time needed to accommodate an employee desiring to express breast milk for the employee’s child will be provided unpaid, and will not subject the employee to disciplinary action.

For purposes of expressing breast milk, the Company will strive to, and where required by law will provide, a private, safe and sanitary place, other than a restroom, in close proximity to the employee’s workplace, which is shielded from view and free from intrusion and toxic and hazardous materials (“Lactation Location”). The Lactation Location will include an electrical outlet, a chair or other suitable place to sit, a surface on which to place a breast pump and other personal items, and nearby access to running water. The Lactation Location may vary according to available, empty rooms at each location. Handwashing facilities and a refrigerator will be available at all sites. The Human Resources Manager will also provide appropriate signage for privacy, where requested. Employees are not required to use the Lactation Location when expressing breast milk.

Employees will be responsible for the storage of the expressed milk. The milk may be stored in the refrigerator provided. To ensure the safety of stored breast milk, it is recommended that the container used to store the milk be sealed in a plastic bag to protect the milk from contamination.

The Company prohibits discrimination and harassment against breastfeeding mothers as well as prohibiting retaliation for exercise of rights under this policy. Employees have the right to file a complaint with the Labor Commissioner for any violation of a right under California’s lactation accommodation laws (Ch. 720, SB 142, Cal. Lab. Code §§ 1030, 1031, 1033 and 1034).

## Workers’ Compensation

Employee safety and well‑being is a priority for the Company. And while the Company makes every effort to prevent workplace illness and injury, it also provides a comprehensive workers’ compensation insurance program in accordance with state law, which covers work-related injuries or illnesses. The Company pays the entire cost of all Worker’s Compensation Insurance. Employees who sustain any work injuries or illnesses must inform their supervisor and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , at (\_\_\_) \_\_\_-\_\_\_\_, immediately.

It is extremely important that any injury or illness occurring during or arising out of an employee’s employment with the Company be reported as soon as reasonably possible after the employee becomes aware of the injury or illness, regardless of how minor it may appear. **Failure to timely report any accident, illness or injury may affect an employee’s eligibility for any workers’ compensation benefits to which he or she may be entitled. Employees who file fraudulent claims will be subject to termination.**

The Company or its insurance carrier will not be liable for the payment of worker’s compensation benefits for any injury which arises out of your voluntary participation in any off-duty, recreational, social or athletic activity which is not part of your work-related duties, in accordance with applicable law.

Employees can report workplace injuries and illnesses without fear of retaliation, which is strictly prohibited by this policy.

## Employee Benefits

The following is a list of benefits provided by the Company to eligible employees. The benefits and eligibility criteria are defined within the applicable Plan Documents. Please note the official Plan Documents at all times govern the terms and conditions of these benefits and employees should refer to applicable Plan Documents for further information and other details regarding their benefits.

* Health Insurance
* Dental Insurance
* Short Term and Long Term Disability
* Life Insurance
* Retirement Plans
* Employee Assistance Fund
* Employee Assistance Program
* Flexible Spending Account

## Workplace Violence Policy

As a Company, we are firmly committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, we have established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on Company-related business, or while operating any vehicle or equipment owned or leased by the Company. This policy applies to all employees, including managers, supervisors, and non-supervisory employees. As part of this policy, the Company seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence, even prior to any violent behavior occurring.

In order to achieve our goal of providing a workplace that is secure and free from violence, we must enlist the support of all employees. Compliance with this policy and the Company’s commitment to a “zero tolerance” policy with respect to workplace violence is every employee’s responsibility.

Employees are required to report any incident involving a threat of violence or act of violence immediately to their supervisor or, if they prefer, to \_\_\_\_\_\_\_\_\_\_\_\_, at (\_\_\_) \_\_\_-\_\_\_\_. Management personnel will investigate the matter and take appropriate corrective action. This may include the imposition of disciplinary action against any employee who violates this policy, up to and possibly including immediate termination.

If employees become aware of any workplace security hazards or identify methods of increasing security in the workplace, they should report that information to their supervisor or to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ immediately. Employees are required to report violations of this policy, including any incidents involving actual or threatened violence. The Company will not tolerate retaliation against any employee who reports workplace violence.

If you have any questions concerning this policy, please contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_ at (\_\_\_) \_\_\_-\_\_\_\_ or **[email address].**

## Drug and Alcohol Policy

### Purpose

The use of illegal drugs and alcohol misuse by employees are inconsistent with the Company’s commitment to maintain a safe, healthy, and productive work environment and a drug-free workplace. Illegal drugs include controlled substances that are not being used or possessed under the supervision of a doctor or other licensed health care professional.

Information about the dangers of drug abuse and alcohol misuse in the workplace, sources of help for drug and alcohol problems, [including the Company’s Employee Assistance Program (“EAP”)], this policy, and the consequences that may result from violations of this policy, is available from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

### Voluntary Requests for Assistance

Employees with drug and alcohol problems are encouraged to seek help before they become subject to discipline for violating this or other Company policies. The Company will support, assist, and accommodate such employees to the extent required by applicable law. Management can assist employees in a confidential manner, by [referring them to the EAP,] providing them with information about community resources for evaluation, counseling, and treatment, and helping them utilize any available employee benefits. Employees will not be disciplined by the Company because they request assistance. Employees may not, however, escape discipline by requesting assistance after they violate the Company’s policies. In addition, employees who request assistance will not be excused from complying with the Company’s policies, including its standards for employee performance and conduct.

### Work Rules

Whenever employees are working, operating Company vehicles, machinery, or equipment, present on Company premises, or present in any other location performing services for the Company, they are prohibited from:

* + using, possessing, buying, selling, manufacturing, distributing, dispensing or transferring illegal drugs;
  + being under the influence of illegal drugs or alcohol; and
  + possessing or consuming alcohol.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol.

[Employees may possess and consume alcohol provided by the Company at authorized Company functions or in certain legitimate business settings such as client entertainment. At all such times, however, employees are expected to act responsibly and to drink moderately (not to the point that they are under the influence). The Company may withdraw these privileges if they are abused by an employee or if an employee violates this policy.]

This policy does not prohibit employees from the lawful possession and use of prescribed medications. Employees have the responsibility to consult with their doctors or other licensed health care professionals about the effect of prescribed medications on their ability to perform their specific job duties in a safe manner, and to promptly disclose any work restrictions to their supervisors or to \_\_\_\_\_\_\_\_\_\_\_\_\_\_. Employees should not, however, disclose underlying medical conditions, impairments or disabilities to their supervisors or to \_\_\_\_\_\_\_\_\_\_\_\_\_ unless specifically directed to do so by their doctors or other licensed health care professionals.

### Consequences

Employees who violate this policy will be subject to appropriate disciplinary action up to and including termination of employment. Depending on the circumstances, an employee’s return to work, reinstatement and/or continued employment may be conditioned on the employee’s successful participation in and/or completion of any and all evaluations, counseling, treatment, and rehabilitation programs, passing of return-to-duty and follow-up drug and alcohol tests, and/or other appropriate conditions as determined by the Company.

### Testing

The Company reserves the right to conduct reasonable suspicion and other drug and alcohol tests in accordance with the requirements of applicable law and the Company’s separate drug and alcohol testing policy.

### Reporting Convictions

Employees who are convicted of, plead guilty to (including a plea of nolo contendere or no contest), or are sentenced for a crime involving illegal drugs in the workplace must report the conviction, plea or sentence to the Company’s Human Resources Manager, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, within five (5) days after such conviction, plea or sentence. If an employee who is convicted of, pleads guilty to or is sentenced for a crime involving illegal drugs performs work directly relating to Company contracts or grants with a state or the federal government, the Company will report such conviction, plea or sentence to the appropriate agency within ten (10) days after it receives notice.

### Inspections

The Company reserves the right to inspect all parts and aspects of its premises for illegal drugs, alcohol or other contraband. All employees and visitors may be asked to cooperate in inspections of their persons, work areas and property (such as purses, tool boxes, lunch boxes, briefcases, desks,lockers or cars) that might conceal illegal drugs, alcohol or other contraband.

## Inspection

The Company provides its employees with the use of various property and facilities which are necessary in the performance of their work, including but not limited to offices, furniture, desks, lockers, file cabinets, files, computer disks and files, and other storage devices. The Company, at all times, retains full title and control, including the right of inspection, over such property or facilities.

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the Company prohibits the possession, transfer, sale, or use of such materials on its premises and it requires the cooperation of all employees in administering this policy.

The Company also wishes to discourage theft or unauthorized possession of property belonging to employees, the Company, and visitors, and to ensure its access at all times to Company property, records, documents and files. Accordingly, although the Company may provide certain property or facilities to its employees to be used for work related purposes, they remain the sole property of the Company at all times. All Company property and facilities provided to employees, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, with or without cause or prior notice, unless otherwise prohibited by applicable law.

To facilitate enforcement of this policy, the Company reserves the right to conduct inspections, at Management’s discretion and in accordance with applicable law, of: (1) the contents of all packages, bundles, boxes, tote bags, knapsacks, purses, suitcases, briefcases, lunch pails, tool boxes, or other containers taken into or out of Company premises; (2) all offices, desks, lockers, and work stations; and (3) all motor vehicles on Company premises.

Whenever practicable, the Company will conduct the inspection in the presence of the employee working in the particular location involved. However, in emergencies or other appropriate circumstances, the Company reserves the right to conduct an inspection without the presence of the employee involved. A refusal to permit an inspection requested by Management may result in immediate termination. Because an inspection might result in the discovery of an employee’s personal possessions, all employees are encouraged to avoid bringing into the workplace any personal property that they do not wish to reveal to the Company. In addition, for security reasons, employees should not leave personal belongings of value in the workplace.

Prior authorization must be obtained before any Company property may be removed from the premises.

## Cell Phones and Other Personal Electronic Devices

The Company prohibits employees from using any personal electronic device while driving for Company business, unless the device permits hands-free listening, talking or texting, and is so used while driving. Employees must comply with all applicable laws regarding cell phone use while driving. Violation of this policy may lead to disciplinary action up to and including termination of employment.

Further, any vehicle citations employees receive for violating any driving laws while driving on Company business, including cell phone/personal electronic device usage laws, are the employees’ responsibility. The Company will not pay for any such tickets or citations. It is each employee’s responsibility to operate their vehicle in a safe and legal manner.

# EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I have received the [**COMPANY NAME**] ***Employee Handbook***, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. The handbook describes some important information about the Company, and I understand that this handbook replaces any previous manual and handbook, and to the extent inconsistent, any previous understanding, practice, policy, or representation concerning the subject matters addressed in this handbook. With the exception of the Company’s policy of employment at will, the guidelines, benefits, and procedures outlined in this handbook may be changed or eliminated at any time, at the Company’s sole discretion. I understand that it is my responsibility to retain a copy of this handbook, and to request a new copy if mine is lost or damaged. I also understand that it is my responsibility to return to the Company at the end of my employment all property of the Company that may be in my possession or within my control, including but not limited to Company keys and equipment.

I have entered into my employment relationship with the Company voluntarily and acknowledge that there is no specified length of employment. I understand that my employment is at will, meaning that I may terminate my employment with the Company with or without cause or notice, and that the Company may terminate or change the terms of my employment, including but not limited to demotion, promotion, transfer, compensation, benefits, duties, and location of work, with or without cause or notice. I understand that only the President of the Company has the authority to enter into an agreement for employment for a specified term or to make any agreement contrary to the policy of at-will employment, and that any such agreement must be explicit, in writing, and must be signed by the President of the Company.

I understand that the handbook is not intended to express or imply any contractual obligation by the Company to continue my employment or to follow any stated policy or procedure with respect to my employment, except that I know that this handbook contains our entire agreement concerning each party’s right to terminate the employment relationship at will, with or without cause, at any time. I also understand that nothing in this handbook shall restrict my right or the right of the Company to terminate the employment relationship at will, with or without cause or notice, at any time.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
EMPLOYEE’S SIGNATURE DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
EMPLOYEE’S NAME (PRINTED)

# SALARY BASIS / SAFE HARBOR POLICY

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional or outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than $684 per week, of which nondiscretionary bonuses and incentive payments (including commissions) paid on an annual or more frequent basis may be used to satisfy up to 10% of the minimum salary.Some state laws also provide for exemptions from both minimum wage and overtime pay, which have different requirements than the FLSA. Job titles do not determine exempt status. In order for an exemption to apply, an employee’s specific job duties and salary must meet all the requirements of the Department’s regulations, as well as any applicable state law requirements.

### Salary Basis Requirement

To qualify for exemption, employees generally must be paid at not less than $684 per week on a salary basis, of which nondiscretionary bonuses and incentive payments (including commissions) paid on an annual or more frequent basis may be used to satisfy up to 10% of the minimum salary. These salary requirements do not apply to outside sales employees, teachers, and employees practicing law or medicine. Exempt computer employees may be paid at least $684 per week on a salary basis or on an hourly basis at a rate not less than $27.63 an hour. State law requirements may be higher.Being paid on a “salary basis” means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee’s work. Subject to certain exceptions delineated by the United States Department of Labor, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee’s predetermined salary because of the operating requirements of the business, that employee is not paid on a “salary basis.” If the employer makes deductions from an employee’s salary in a partial-day increment, the employee generally is not paid on a “salary basis.” If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

### Company Policy

It is our policy to comply with the salary basis requirements of the FLSAand state law. Therefore, we prohibit all company managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the company does not allow deductions that violate the FLSAor state law.

### What To Do If An Improper Deduction Occurs

If you believe that an improper deduction has been made to your salary, you should immediately report this information to the Company’s Human Resources Manager, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made. The Company does not tolerate any retaliation against those who make such reports.