



SAMPLE EMPLOYEE HANDBOOK

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INTRODUCTION

The California Employers Association has developed this Sample Employee Handbook for your company's use. You will be able to create or update personnel policies best suited to your management style and current practices. The policies included here are not the only way they can be written and the inclusion of a sample policy does not mean that a particular policy or benefit must be included in your handbook. Detailed information relevant to the Injury and Illness Prevention Program, Workplace Violence Prevention Plan, or Heat Illness Prevention Plans, are not included in this handbook, as these items should be separate documents. CEA strongly encourages you to contact a CEA HR Director to review your handbook before you make a final draft.

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

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

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

Kim Gusman
President/CEO
California Employers Association

DISCLAIMER

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

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SECTION 1 - WELCOME

The following sections are required and/or highly recommended and should not be deleted: Right to Revise, At-Will, Discrimination, Harassment & Retaliation, Paid Sick Leave, Lactation and CFRA/FMLA

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

Right to Revise

Please understand that this handbook only highlights our policies, practices and benefits in effect at the time of publication and supersedes any prior handbook. This handbook is for your personal education and cannot therefore be construed as a legal document. Except for the employment at-will policy, we reserve the right to revise, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook. For accommodation issues, as with any other issues, please contact your supervisor. All such revisions, deletions or additions must be in writing and must be signed by the **[Insert Title/Name]**. No oral statements or representations can change or alter the provisions of this handbook. You will be informed when policies, procedures, work rules or benefits are revised. Please keep this handbook readily available and insert the updated material promptly so that it is current at all times.

Violation of Policies

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

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce you or unlawfully restrict your right to engage in any of the rights guaranteed you by Section 7 of the National Labor Relations Act (NLRA), including but not limited to, the right to engage in concerted protected activity for the purposes of improving working conditions, or interfere with your right to communicate or work with others toward altering the terms and conditions of your employment, or any other right protected under the NLRA.

Open Door Policy/Complaint Procedures

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

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

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

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

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

We prefer that you follow the usual reporting channels to find a solution, starting with your immediate supervisor, Human Resource representative or management, but we understand that there are circumstances where you may not be comfortable with the usual reporting channel. If the nature of the matter is such that you would prefer not to discuss it with a particular person, you should discuss it with the next level of management, or any other supervisor, without fear of

reprisal. [Option: You may also contact the Employee Action Hotline at xxx-xxx-xxxx to report fraud, harassment, discriminatory conduct, hostile work environment issues, retaliation, workplace violence, misconduct by employees and/or supervisors, illegal activity and safety violations. You can report via the hotline anonymously or by providing your name.]

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

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

Employment At-Will

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

Nothing in this at-will statement is intended to interfere with your right to communicate or work with others toward altering the terms and conditions of your employment.

Discrimination, Harassment and Retaliation Free Workplace

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

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

We have a strict policy against discrimination, harassment and retaliation of any type and our goal is to provide a work environment free from discrimination, harassment, and retaliation as well as other disrespectful or other unprofessional conduct based on any protected class, or any combination of two or more protected classes. Protected classes include race (including natural hairstyles), color, religion (including religious dress and grooming practices), national origin, age (40 and over), medical condition, physical or mental disability, marital status, sex (including sexual harassment, sex stereotypes and pregnancy, childbirth and related medical conditions), sexual orientation, reproductive health decision making, ancestry, genetic information/ characteristics, gender, gender identity, gender expression, transgender, military and veteran status, off duty and off-site cannabis use, the known status of an employee's or their family member's status as a crime victim, or any other characteristic or activity protected by applicable law.

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

Any conduct inconsistent with this policy is prohibited and may be unlawful. A violation of this policy does not imply that the conduct rose to a violation of the law.

Harassment Prohibited

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

Harassment prohibited by this policy is not limited to sexual harassment but includes harassment based on any of the categories described above or as otherwise protected by applicable law.

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

Harassment can be:

- Verbal (derogatory jokes or comments, epithets, slurs, unwanted invitations, comments, messages, social media posts, any communication through any type of electronic media that is harassing or discriminatory)
- Visual (displays of derogatory or sexually oriented written or graphic material, posters, photography, digital material, gestures)

- Physical (assault, unwanted touching, intentionally blocking someone's movement)
- Threatening, intimidating or hostile acts
- Negative stereotyping

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

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

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

Discrimination Prohibited

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

This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, access to benefits, training, termination or other aspects of employment and includes employment decisions based on Automated Decision-Making Systems.

Non-Retaliation

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

Complaint Procedure

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

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

Supervisors must report any incidents or complaints of discrimination, harassment, or retaliation that are brought to their attention, or that they knew or should have known occurred.

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

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

To the extent possible, the investigation of a complaint and any subsequent action taken in response to the complaint will proceed in an atmosphere of confidentiality. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Employees who have raised complaints should immediately make a further complaint should the conduct reoccur. Nothing in this complaint procedure is intended to interfere with your right to communicate or work with others toward altering the terms and conditions of your employment, including discussion of your working conditions or any other right protected under the NLRA.

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

Reasonable Accommodation

*NOTE TO EMPLOYER: The following section applies to employers with **five or more** employees. Employers with fewer than five employees may omit this policy, but should note they are still required to accommodate victims of qualifying acts of violence, as addressed in the Crime Victims policy below. For employers with fluctuating employee headcounts (e.g., seasonal workers) consider referring to our Covered Employers Fact Sheet on our HR Forms page for more information.*

If you need a reasonable accommodation, please notify **[Insert Title/Name]**. Once you have notified us, we will engage in a timely, good faith and interactive process with you to determine whether we can provide a reasonable accommodation. Requests for accommodation may relate to the following (but are not limited to): a disability and/or medical condition, religious practice or observance, limitation related to pregnancy, for the safety of an employee while at work if they or their family member is a victim of a qualifying act of violence.

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

Lactation

You have the right to request an accommodation to express breast milk during the workday ("lactation accommodation"). To request a lactation accommodation, please notify or submit your request to **[Insert Title/Name]**. We will respond to, and make every effort to reasonably accommodate, each lactation accommodation request. If we cannot provide break time or a location to reasonably accommodate your request, you will be provided with a written response.

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

If you feel you have not been properly accommodated or have been denied a lactation accommodation break, please notify **[Insert Title/Name]** immediately. You also have a right to file a complaint with the California Labor Commissioner for violations of your lactation accommodation rights.

Immigration Law Compliance

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

Employee Classifications

Exempt Employees

Exempt employees are not eligible for overtime. Most exempt employees are paid on a salary basis.

Non-Exempt Employees

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

Temporary Employees

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

Personal Appearance

You are expected to wear neat and clean clothing and to dress appropriately for the functional area you work in and in consideration of our business presentation needs. Under most circumstances, our work attire is [insert: casual, business casual, formal]. When we require as a condition of employment that you wear a uniform, we will provide it.

At a minimum, work attire must not pose a safety hazard for the wearer or others, must not be overly distracting to the workforce and must not contain offensive graphics or slogans.

Optional statements

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

Hair is to be clean and presentable. Facial hair will be allowed provided it is well groomed and complies with applicable safety standards.

Clean shoes — preferably polished.

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

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

No visible tattoos

No more than two visible body piercings

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

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

Fitness for Duty

We may require that you have a physical examination at our expense when it is necessary to demonstrate abilities to perform essential job functions, to determine whether there is a direct threat to the safety of yourself or others due to a medical condition, or as required by applicable laws or regulations.

Bonding

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

Paydays and Pay Periods

During weeks in which the regular payday falls on a holiday or weekend, all paychecks will be issued to you on [Choose One: the last regular workday preceding/the first regular workday following] the holiday. Should we decide to change the payday schedule, you will be given no less than seven calendar days' advance notice of the change. Deductions that are required by state and federal law will be withheld from your gross wages.

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

Options: Choose One Statement

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

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

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

Salary/Wage Advances

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

Garnishment

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

SECTION 2 - WAGE AND HOUR GUIDELINES - NON-EXEMPT EMPLOYEES

Our workweek is Sunday through Saturday. The workday is a 24-hour period. Our workday begins at 12:01 am and ends at 12:00am. You will be paid for all hours worked. Pay for time worked will be computed from the time you register in for work until you are effectively released from duty and register out.

Meal, Rest and Recovery Periods

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

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

Rest Periods

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

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

You will not clock out, and will be paid for all such break periods. The rest period must be taken approximately halfway through any work period of four or more hours, as close to the middle of the work period as possible. Rest breaks are to be *uninterrupted*, employees will be relieved of all duties during the break, and are free to leave the premises. You are expected to return to work promptly at the end of any rest break.

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

Meal Period

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

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

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

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

Recovery Period

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

Working Off the Clock

We prohibit non-exempt employees from working “off-the-clock” for any reason. All time spent working must be accurately recorded; this includes time spent working away from the workplace, and work outside of regularly scheduled work hours, including time spent on electronic or cellular devices to perform work. Supervisors may not direct or permit an employee to work “off-the-clock” and should ensure all non-exempt employee time spent working is properly recorded.

Employees must immediately report if they are directed to work “off-the-clock” to their supervisor or management. We will not retaliate against employees for making such a report in good faith and will not tolerate or permit retaliation by supervisors or other employees for the making of such a report.

Recording Work Hours

You are required to accurately record all hours worked and meal periods (including start and stop times), as well as holiday, sick, vacation, and other approved leave time. You will record your time via [time clock/ time sheets/ phone app]. [Optional: The time clock is located at .]

You are not to begin work prior to the start of your shift or work beyond the end of your shift without prior approval of your supervisor. All time must be properly recorded, and you are responsible only for recording your own time. You are to approve and/or sign your time card to attest that the hours recorded are accurate and are the total hours that you worked. You should not approve or sign any time card that is inaccurate. “Off-the-clock” work is strictly prohibited. Notify your supervisor immediately if there are any changes. You may not change anyone else's time record or allow anyone else to manage your time card.

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

Make Up Time

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

Natural Disasters and Business Interruption

If a natural disaster prevents you from being able to safely commute to work, or which causes us to suspend business operations, either temporarily or permanently, you will be compensated in accordance with applicable law.

Overtime Pay

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

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

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

Shift Differentials

If you are regularly assigned to a shift beginning after _____ (a.m./p.m.) you will be paid a shift differential of \$ _____ per hour, in addition to your regular straight-time hourly rate of pay for all hours worked on such shift.

Travel and Training Pay

Nonexempt employees who are required to travel or attend training for work-related purposes, will be paid for such travel and training time at [minimum wage, your regular hourly rate, or insert rate here].

You must record work-related travel and training time on your timecard [option if different rates apply: and specify what hours are training and/or travel and what hours are worked while performing your usual duties].

Travel pay applies in the following situations:

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

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

You will be reimbursed for all reasonable travel-related costs incurred. If you have questions regarding travel or training pay, contact [Insert Title/Name].

SECTION 3 - BENEFITS

Vacation

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

Eligibility

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

Accrual

You do not earn or accrue vacation time off benefits until you have completed _____ calendar [days/months] or more of continuous employment. Until you have completed this period of continuous employment you do not earn any vacation. We do not allow advances on vacation.

Once eligible, non-exempt employees will accrue time based on regular hours worked as follows:

FOLLOWING THE SUCCESSFUL COMPLETION OF....	YOU ACCRUE AT THE RATE OF	ANNUALLY UP TO
___ days/year of employment	.0192 hours vacation per hour worked	1 week/40 hours per year
At the start of your....	You accrue at the rate of....	Up to....
___ year of employment	.0384 hours vacation per hour worked	2 weeks/80 hours per year
___ year of employment	.0576 hours vacation per hour worked	3 weeks/120 hours per year
___ year of employment	.0769 hours vacation per hour worked	4 weeks/160 hours per year

Non-exempt employees do not accrue vacation on hours that are paid but not worked, such as holiday, vacation or paid sick leave hours.

Exempt employees earn the annual vacation amount on a pro-rated basis each pay period.

You do not accrue vacation during any unpaid portion of a leave of absence.

Vacation Use

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

You are required to use any accrued and available vacation time before taking any unpaid time off to the extent allowed by law.

We may require you to use your accrued vacation in partial day increments for personal reasons.

Sample Statements

A vacation schedule will be posted on [REDACTED]. All eligible employees must indicate their preferred vacation, dates during this period.

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

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

Vacations will be scheduled during the period of [REDACTED] through [REDACTED]. NO vacations will be scheduled between [REDACTED] and [REDACTED].

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

Maximum Accrual

NOTE TO EMPLOYER:

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

You may accrue a maximum of [one and one-half times, two times, etc.] your annual accrual maximum (see column 3 above). You will not accrue vacation time beyond this amount until you take time off and the amount accrued is below the maximum.

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

Vacation Buyout

NOTE TO EMPLOYER: Consult with your CPA regarding any tax implications regarding Vacation buyout programs.

You are strongly encouraged to take time off for vacation during the year. We recognize the benefit of allowing you to buy back some of your accrued and unused hours. Buy back must be approved by your supervisor. All hours paid out will be paid at your regular straight-time rate, less normal payroll taxes, and will be recorded as vacation hours taken.

Holidays

NOTE TO EMPLOYER: You are not required by law to observe any particular holidays or pay employees at a higher rate when they work on holidays you do not observe. You are not required to pay non-exempt employees when they do not work on a holiday, unless otherwise provided by your policy.

We observe the following holidays:

HOLIDAY	OBSERVED
New Year's Day	January 1 st
Dr. Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12 th

President's Day	Third Monday in February
Cesar Chavez Day	March 31 st
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11 th
Thanksgiving	Fourth Thursday in November
Day After Thanksgiving	Friday Following Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st
Employee's Own Birthday	

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

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

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

When the facility is closed for the holiday, eligible employees will be paid for such observed holiday on the basis of [redacted] hours pay at the eligible employee's regular straight-time hourly rate of pay. Eligible part-time employees will be paid for such holidays on a prorated basis.

Eligible non-exempt employees who work on a holiday will receive:

NOTE TO EMPLOYER:

Choose ONE of the following options for when your non-exempt employees work on a paid holiday.

- Regular straight-time hourly pay for all hours worked on the holiday, and overtime as applicable, and will receive an additional day off to be taken in the same pay period as the observed holiday
- Holiday pay (up to eight hours) in addition to pay for the hours actually worked on the holiday
- [Double time /triple time] your straight-time hourly rate of pay for all hours worked on the holiday

Optional Sample statements

- If you are an eligible employee and your vacation falls within a week in which a holiday observed by us occurs, you will not be charged for vacation on the holiday.
- If eligible, you have the option of choosing any other workday off during the workweek in which your birthday or anniversary date of hire falls in lieu of your actual birthday or actual anniversary date, provided you notify us at least [redacted] days in advance of invoking this option.
- For non-exempt employees, if you are on an unpaid leave of absence for whatever reason, you will not receive holiday pay for holidays that occur during the leave. Exempt employees will be paid in accordance with legal requirements.

Medical Insurance

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

Your contribution will be paid through payroll deductions with a signed authorization. At your option, you may add eligible dependents with the premium being paid by (you / the employer/ employee/employer share). A full summary plan description is available from the benefits administrator. In the event of any conflict between this Handbook or description of benefits other than plan documents and policies, the official plan documents will control.

Other Insurance

Employees regularly scheduled to work [] hours per week may be eligible to participate in our [dental, vision, life insurance, etc.] plan(s). Your contribution will be paid through payroll deductions with a signed authorization. At your option, you may add your eligible dependents to the above-mentioned program with the premium being paid by (you / the employer/employee/employer share). Coverage starts the first of the month following 30 days of employment / the first of the month following 60 days of employment / the 90th day of employment.). A full summary plan description is available from the benefits administrator. In the event of any conflict between this Handbook or description of benefits other than plan documents and policies, the official plan documents will control.

COBRA/Cal-COBRA (Benefits Continuation)

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

Under COBRA/Cal-COBRA, you or your beneficiary pay the full cost of coverage at our group rate plus an administration fee. You will receive a written notice describing rights granted under COBRA/Cal-COBRA when you become eligible for coverage under our health insurance plan. The notice contains important information about your rights and obligations.

State Disability Insurance

You are covered under the State Disability Insurance Plan (SDI), which provides low-cost protection for loss of earnings due to non-work-related illness or accident. It is funded by employee contributions; which state law requires to be withheld from your wages. The amount withheld is computed as a percentage of your gross wages, up to a maximum specified by the state. The SDI program is administered by the California Employment Development Department (EDD). For information about SDI (eligibility, claim filing, etc.), contact the EDD service center at 1-800-480-3287. You are responsible for filing your claim for SDI benefits and other forms promptly and accurately with the Employment Development Department. All eligibility and benefit determinations are made by the Employment Development Department.

Unemployment Insurance

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

Social Security

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

Paid Family Leave Benefits

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

The Paid Family Leave Act does not provide a right to leave, job protection or return to work rights. Further, this policy does not provide additional time off; rather, PFL may provide partial wage compensation during an approved leave pursuant to any organization provided leave or leave required by law.

Employee Literacy Program

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

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

Retirement/CalSavers

NOTE TO EMPLOYER: If an employer does not offer a retirement plan, they must enroll employees in Cal-Savers. Choose from the options below.

[Option 1] Employees who are regularly scheduled to work _____ hours per week are eligible to participate in our **[Insert type of CalSavers qualified retirement plan you sponsor: _____ upon completion of _____ year(s) of service and attainment of age _____.]** **NOTE TO EMPLOYERS** with part-time employees, you may insert: Part-time employees who have worked either a minimum of 500 hours over two consecutive years, or 1,000 hours in one year, are eligible to participate in our plan, upon attainment of age _____. Contact your benefits administrator for more information.

[Option 2] The State of California has enacted a program to help employees save for retirement, the CalSavers Retirement Savings Program. Through this program, you will be able to contribute a portion of your salary into an Individual Retirement Account.

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

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

Company Discounts

The opportunity to purchase products at a discount is a valuable benefit extended to **(Choose one: employees regularly scheduled to work _____ hours per week/all employees.)** This discount is limited exclusively to purchases for your own use and for gift giving.

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

Educational Assistance Program

NOTE TO EMPLOYER: There may be tax implications for reimbursements. Consult your CPA for more information.

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

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

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

SECTION 4 - LEAVE OF ABSENCE/TIME OFF

General Information

Leaves of absence are unpaid unless specified. We may require you to use accrued paid time off to cover some or all of the leave under state and federal law. The use of paid time-off will not extend the length of the leave to which you are otherwise entitled. You may be eligible for state disability insurance or paid family leave benefits from the state during your leave, visit www.edd.ca.gov for more information.

All leaves of absence entitlements run concurrently to the maximum extent allowed by law.

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

Under some circumstances, you may take Pregnancy Disability Leave (PDL), Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA leave) intermittently – which means taking leave in smaller blocks of time – or by reducing your normal weekly or daily work schedule.

FMLA or CFRA leave taken for reason of the birth, adoption, or foster care placement of a child of the employee must conclude within one year of the qualifying birth, adoption, or foster care placement. The basic minimum duration of such leave shall be two weeks, although the Company will grant a request for leave of less than two weeks' duration on any two occasions.

Notice and Certification Requirements

It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor during your leave and to give prompt notice if there is any change in your return date. In addition, you may be required to provide us with certification both prior to the leave and before reinstatement.

Benefits While On Leave

NOTE TO EMPLOYER: Some leave of absence laws, such as PDL, CFRA and FMLA, require employers to maintain group health insurance benefits during leave. When granting leave beyond these leave laws, employers must be consistent in the granting of benefits and follow the eligibility terms of the applicable insurance policy. Contact a CEA HR Director for more information.

You will not accrue vacation or sick leave, or be eligible for holiday pay, during any unpaid portion of an approved leave.

The Company requires employees to use accumulated vacation during leave to the extent permitted by applicable law. During PDL leave the use of vacation is at your election. During any FMLA or CFRA leave in which benefits are received under the State of California's State Disability Insurance, Paid Family Leave, the Company insurance plans, or workers' compensation benefits, the use of vacation and paid sick leave is at your election.

[Optional: If used, accrued vacation and paid sick leave will be integrated with other wage replacement benefits in such a way that you will not exceed 100 percent of your regular weekly wage.]

Employee insurance benefits will continue during an approved leave in accordance with applicable law and the applicable insurance plan(s).

Contributions Related to a Group Health Plan While on a Leave

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

We will not compensate, or contribute to the Group Health Plan for you while on leave except as required by law or provided for by the applicable insurance plan. If you become ineligible to participate in the Group Health Plan during leave, you have the option to continue your present health insurance coverage under COBRA/Cal-COBRA guidelines. You will be responsible for the premium plus an administrative fee. It is your responsibility to make timely payments or you may be terminated from the plan.

Seniority during Leave

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

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

Job Reinstatement

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

Jury and Witness Duty

If you receive a notice to report for jury duty or appear in court please notify your supervisor immediately. Employees may use available vacation and paid sick leave during otherwise unpaid absences. You must show proof of jury service or the subpoena/court order. On any day of jury or court service in which you are excused entirely or in sufficient time to permit you to return to work for a minimum of one-half your regular scheduled shift, you are required to report for work.

If you are a non-exempt employee and are called to serve on jury duty or to make an appearance in court as a witness to comply with a subpoena or court order [Choose one: (1) this time will be without pay / (2) you will receive your regular rate of pay up to _____ days/ (3) you will receive the difference between your regular rate of pay and the amount of jury pay for up to _____ working days. You must also show proof of the amount of jury pay to which you are entitled. Any additional time will be without pay.]

Exempt employees will be paid in accordance with state and federal law.

Military Service

Military leaves of absence are provided in accordance with federal and state law when you enter military service of the armed forces of the United States or are in the Armed Forces reserves. You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment under the Uniformed Services Employment and Reemployment Rights Act of 1994 as well as any applicable state law.

Voting Time Off

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

School Suspension Leave

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

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

NOTE TO EMPLOYER: The treatment of leaves of absence by an employer where the cause is a work-incurred disability (i.e., workers' compensation disability) requires a case-by-case analysis because of California Labor Code §132a and disability accommodation laws (employers of 5 or more employees). Before an employer decides to limit any particular benefit during a workers' compensation disability leave, the employer should seek the advice of an attorney.

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

We will grant a workers' compensation disability leave if you have an occupational illness or injury in accordance with applicable law. We will try to reasonably accommodate you with modified work, where such work would be appropriate and is available.

{Include if you are a covered employer under CFRA [5 or more employees] or FMLA [50 or more employees] Employer}: If you are eligible for a FMLA/CFRA leave, then leave taken for workers' compensation disability will run concurrently with FMLA/CFRA leave.

Neither the Workers' Compensation insurer nor the Company will be responsible for payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your work-related duties. Workers' compensation fraud is cause for immediate termination.

Personal Leave of Absence

If you do not qualify for any other leaves of absences described in this handbook, we will consider reasonable requests in writing for leave of absence for personal reasons, not to exceed [redacted] days if you have been regularly scheduled to work [redacted] hours per week for [redacted] continuous year(s) of employment. You must give a minimum of 30 days' notice except in the case of an emergency.

Crime Victims

NOTE TO EMPLOYER: All California employers must provide victims of qualifying acts of violence time off to seek relief, and must reasonably accommodate employees to ensure safety at work.

All employers must also allow an employee who is, or has a family member who is a victim of certain specified crimes to take time off from work to attend judicial proceedings related to that crime. Specified crimes are listed in Government Code section 12945.8(j)(8)(c) and generally include serious felony offenses.

Employers with 25 or more employees must provide time off for additional reasons, including when the employee's family member is a victim of a qualifying act of violence.

We will not discriminate or retaliate against you if you are a victim of a qualifying act of violence and are taking time off to obtain or attempt to obtain relief, including, but not limited to: seeking a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety or welfare of you or your child.

You may request a reasonable accommodation to make sure you are safe at work. To facilitate your request, you will need to provide a signed statement certifying that your request is for a proper purpose. We will also need proof of your status as crime victim or a qualifying family member's status.

We will not discriminate or retaliate against you if you or a family member are a victim and are taking time off work to attend judicial proceedings relating to certain serious crimes specified by California Government Code 12945.8(j)(8)(c). Judicial proceedings for which you make take time off include, but are not limited to, delinquency proceedings, proceedings relating to post arrest release decision, plea, sentencing, postconviction release, or any proceeding where the right of a victim is at issue. You should direct any questions to [Insert: supervisor, Human Resources, etc.,].

"Family member" is defined as: a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person. "Designated Person" is defined as any individual related by blood or whose association with the employee is equivalent to a family relationship. [Optional Statement: You are limited to one designated person per 12-month period.]

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

Leave Rights

Leave time is unpaid, but you may use any available paid time off for your absence, including paid sick leave, if you wish to be compensated during your leave.

When applicable, leave runs concurrently with, and is limited to leave time provided under CFRA, [insert if you have 50 or more employees:] or FMLA.

Notice Requirements

Please provide us with reasonable advance notice of your intention to take time off, unless advance notice is not feasible.. When an unscheduled absence occurs, we may require certification within a reasonable time after your absence. Certification can include, but is not limited to: a police report, court order, medical documentation, victim advocate documentation, or any other form of documentation reasonably verifying that the qualifying act of violence occurred,

including a written statement signed by you. We will maintain your confidentiality of requesting crime victims leave to the extent possible.

Insert this section only if you have 25 or More Employees:

Additional Covered Time Off

Additionally, we will not discriminate or retaliate against an employee who is (or who has a family member who is) a victim of a qualifying act of violence for taking time off from work for any of the purposes below.

Time off is protected for the following purposes when related to a qualifying act of violence:

- obtaining or attempting to obtain relief (e.g., restraining order, injunctive relief etc.);
- seeking or obtaining medical attention or to recover from injuries;
- seeking or obtaining services from a domestic violence shelter, rape crisis center, or similar services;
- seeking or obtaining psychological counseling or other mental health services;
- participating in safety planning;
- relocating or securing a new residence, including temporary or permanent housing or enrolling children in a new school;
- providing care to a family member who is recovering from injuries;
- seeking or obtaining civil or criminal legal services;
- preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding; or
- seeking, obtaining, or providing childcare or care to a care-dependent adult if necessary to ensure the safety of the child or dependent adult.

Time off is limited as follows:

- The total combined leave for any above purpose or combination thereof is limited to 12 weeks.
- Time off for the purpose of relocation, securing housing, enrollment etc., is limited to 5 days when leave is related to an employee's family member who is a victim only, unless the victim is deceased as a result of the qualifying act of violence, in which case time off is limited to 12 weeks.
- When leave is related to an employee's family member who is a victim only, time off is limited to 10 days, unless the victim is deceased as a result of the qualifying act of violence, in which case time off is limited to 12 weeks

Emergency Duty Leave

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

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

California Paid Sick Leave (PSL)

NOTE TO EMPLOYER: below sample language reflects the minimum requirements of the Healthy Workplace, Healthy Families Act. All employees who have worked in California for 30 days for the same employer (including an employer other than you) are entitled to this minimum amount of paid sick leave.

You may increase the amount of sick leave that employees receive if you choose. However, if you do provide a greater benefit you must allow one-half of that increased allotment of sick leave to care for a family member under Kin Care.

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

Eligibility

Option 1 – Accrual Method - [Full time, Part-time, Seasonal, etc.] employees accrue sick leave from the commencement of employment at a rate of one hour for every 30 hours worked, up to a maximum of 80 hours or 10 days whichever is greater. Exempt employees paid sick leave accrual will be based on a 40-hour workweek, unless their normal workweek is less than 40 hours. Accrued and unused paid sick leave is carried over to the following year.

Option 2 – Lump Sum Method - Upon hire [Full time, Part-time, Seasonal, etc.] employees are eligible for five days or 40 hours of paid sick leave, whichever is greater. Thereafter, employees' balances will be reset to five days or 40 hours on **[July 1st/their anniversary date/January 1st]** each year. Unused paid sick leave is not carried over from one year to the next.

Use

You will be entitled to use sick days beginning [upon hire, on the 90th day of employment], after which you may use them as they are granted [using Accrual Option 2] / accrued [using Accrual Option 1]. Any time taken for illness or injury before completing this period of continuous employment may be without pay. Paid sick leave may be used in as little as two-hour increments.

[Optional statement if PSL is accrued] You may use up to a total of five days or 40 hours (whichever is greater) per [choose one: each year of employment, calendar year or twelve-month period].

You may use paid sick leave for the following purposes:

- Diagnosis, care, or treatment of an existing health condition of, or preventive care for, you or your family member.
- For the reasons outlined in our crime victims and jury and witness duty policies, as applicable.
- [Include if you have 5 or more employees] Bereavement Leave,
- [Include if you have agriculture workers] For agricultural workers who work outside to avoid smoke, heat, or flooding conditions created by a local or state emergency, including, but not limited to, when the worksite is closed due to the smoke, heat, or flooding conditions.]

“Family member” includes:

- A child, which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom you stand in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- The biological, adoptive, or foster parent, stepparent, or legal guardian of you or your spouse or registered domestic partner, or a person who stood in loco parentis when you were a minor child.
- Your spouse, your registered domestic partner, your grandparent, your grandchild, your sibling or your designated person. **Optional Statement:** For purposes of this policy, a “designated person” means a person you identify at the time you request paid sick leave, however, you are limited to one designated person per 12-month period for paid sick leave.

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

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

Pay

You will receive paid sick leave at [Choose one: (Option 1) the regular rate of pay for the workweek in which the employee uses paid sick time, regardless of whether the employee works overtime (Option 2) a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.] Paid sick leave has no cash value upon separation of employment or at any other time.

Bereavement Leave

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

If you already have an existing leave policy that provides for less than five days of paid bereavement leave, your employees will be entitled to no less than a total of five days of bereavement leave, consisting of the number of days of paid leave under the existing policy, and the remainder of days of leave may be unpaid, except that an employee may use vacation, PTO, or accrued and available sick leave that is otherwise available to the employee.

If you already have an existing leave policy that provides for less than five days of unpaid bereavement leave, your employee will be entitled to no less than five days of unpaid bereavement leave, except that an employee may use vacation, PTO, and accrued and available sick leave that is otherwise available to the employee.

After 30 days of employment, if a death occurs in your immediate family (defined as spouse, child, parent, sibling, grandparent, grandchild, domestic partner, parent-in-law), leave may be granted up to a maximum of five days. Leave must be completed within three months of the date of death of the family member.

If all or part of the 5 days is paid include the following: For [insert eligibility criteria, e.g., full-time] employees [] days of bereavement leave will be with pay. You may use available vacation and paid sick leave for unpaid bereavement leave.

If your bereavement leave is unpaid include the following: Bereavement leave is unpaid, except you may use available vacation and paid sick leave.

Within 30 days of the first day of the leave, you shall provide documentation of the death of the family member. Documentation includes a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

For funeral attendance other than for your immediate family, emergency leave will be given at the discretion of your supervisor. We will maintain your confidentiality of requesting bereavement leave, including for a reproductive loss event.

Reproductive Loss Bereavement Leave

NOTE TO EMPLOYER: The following section applies to employers with 5 or more employees. Reproductive loss bereavement leave is in addition to bereavement leave and CFRA leave.

After 30 days of employment, if you suffer reproductive loss event, defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction, leave without pay may be granted up to a maximum of five days. Leave must be completed within three months of the date of the reproductive loss event.

If you are on or choose to go on a qualified protected leave, such as PDL, CFRA or FMLA, you may complete reproductive loss bereavement leave within three months of the end date of the previous leave. You are limited to 20 days of reproductive loss bereavement leave in a 12-month period. Reproductive loss bereavement leave is unpaid, except you may use available vacation and sick time. No documentation is required for a reproductive loss event. We will maintain your confidentiality of requesting reproductive loss bereavement leave.

Pregnancy Disability Leave (PDL)

NOTE TO EMPLOYER: The following section applies to employers with 5 or more employees. For employers with fluctuating employee headcounts (e.g., seasonal workers) consider referring to our Covered Employers Fact Sheet on our HR Forms Page for more information.

If you are disabled due to pregnancy, childbirth, or related medical conditions, you may take up to a maximum of four (4) months unpaid leave per pregnancy. "Four months" means the number of days you would normally work within four calendar months (one-third of a year equaling 17-1/3 weeks), if the leave is taken continuously, following the date the pregnancy disability leave commences. If your schedule varies from month to month, a monthly average of the hours worked over the four months before the beginning of the leave will be used for calculating your normal work month. A pregnancy disability leave does not need to be taken in one continuous period, but can be taken on an as-needed basis. Leave may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression. The amount of leave needed is determined by your healthcare provider's recommendation. PDL does not run concurrently with CFRA [insert if you have 50 or more employees:] but will run concurrently with FMLA.

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

You will be returned to your same or similar position to the extent required by applicable law. Upon the advice of your healthcare provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth, or related medical conditions. You should promptly notify the Company of the need for a reasonable accommodation.

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

Before the start of the leave, the Company will require a written medical certification indicating that you are disabled because of pregnancy or that it is medically advisable for you to be reasonably accommodated for pregnancy. The certification should include an anticipated date when you will be able to return to your job or job duties. In the event your

leave exceeds the anticipated date of return, it is your responsibility to provide further certification from your health care provider that you are unable to perform your job or job duties and the revised anticipated date of return.

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

California Family Rights Act (CFRA) Leave

NOTE TO EMPLOYER: The following section applies to employers with 5 or more employees. For employers with fluctuating employee headcounts (e.g., seasonal workers) consider referring to our Covered Employers Fact Sheet on our HR Forms Page for more information.

A rolling 12- month period is suggested when calculating CFRA leave eligibility. Please discuss your options with a CEA HR Director. For additional information concerning CFRA leave, see [our Fact Sheet](#).

We will grant family and medical leave in accordance with state law in effect at the time the leave is granted. To be eligible for family and medical leave benefits, you must: (1) have worked for us for a total of at least 12 months and (2) have worked at least 1,250 hours over the previous 12 months.

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

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

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member, defined as a spouse, registered domestic partner, child, child of a registered domestic partner, grandchild, sibling, parent, parent-in-law, grandparent, or your designated person with a serious health condition. “Designated Person” is defined as any individual related by blood or whose association with the employee is equivalent to a family relationship. [Optional Statement] You are limited to one designated person per 12-month period.
- You are unable to work because of your own serious health condition.
- For any qualifying exigency because you are the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

CFRA does not run concurrently with PDL leave.

A leave taken due to your own medical condition must be supported by a certification from your healthcare provider. A leave taken to care for a family member with a serious medical condition must be supported by a certification from the healthcare provider of the individual with the serious health condition.

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

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

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

Bone Marrow and Organ Donation Leave of Absence

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

If you have been employed for more than 90 days, you will be eligible for up to 30 business days’ paid leave and up to 30 days of unpaid leave in any one-year period for organ donation and up to five business days’ paid leave for bone marrow donation. A 12-month period begins on the date of your first use of bone marrow and organ donation leave. To qualify, you may be required to provide us with written verification of your status as an organ or bone marrow donor and the medical necessity for the donation.

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

Civil Air Patrol Leave

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

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

Military Spousal Leave

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

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

- Your spouse must be a member of the Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or a member of the National Guard or Reserves who has been ordered to active duty and deployed during a period of military conflict.
- You must be employed for an average of 20 or more hours per week.
- You must provide us with notice of your intent to take this leave within two business days of receiving official notice that your spouse will be on leave from deployment.
- You must submit written documentation certifying your spouse will be on leave from deployment during the requested leave time.

Family School and Child Care Partnership Leave

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

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

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

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

Family Medical Leave Act (FMLA)

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

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

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

If eligible, you may receive up to a total of 12 workweeks of unpaid leave during a 12-month period (26 weeks for military caregiver leave). Except for military caregiver leave, a 12-month period begins on [select one]: calendar year; your anniversary date; fiscal year; the 12-month period measured forward from the date your leave begins; a "rolling" 12-month period measured backward from the date you use this leave.

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

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

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member (spouse, child or parent) with a serious health condition.

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

FMLA will run concurrently with PDL.

FMLA leave for your own health condition, to care for a family member with a serious health condition or due to a “qualifying exigency” related to military service must be supported by a certification of its necessity as described in the CFRA section of this handbook. A leave taken due to the need to care for a service member shall be supported by a certification by the service member’s health care provider.

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

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

SECTION 5 - INTEGRITY

Conduct

We place a high value on teamwork and ethical conduct. As a business, we follow the laws and regulations that govern us and as an employee, we expect you to do the same. You are expected to give loyal and efficient service and your conduct on and off the job is a direct reflection of us. Because you represent us, the community's impression of you will often be their impression of our entire organization. In your relations with others, whether they are co-workers, vendors or customers, you are asked to be courteous, tactful and fair. Nothing, however, in this conduct policy is intended to interfere with your right to engage in lawful off-duty conduct or communicate or work with others toward altering the terms and conditions of your employment, including discussion of your working conditions or any other right protected under the NLRA.

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

- Conduct which may endanger the wellbeing of any employee or other person on Company premises.
- Falsifying any employment document, filing a false claim of worker’s compensation or harassment.
- Gambling, carrying weapons or explosives, or violating criminal laws.
- Fighting, throwing objects, horseplay, practical jokes, or other.
- Engaging in acts of dishonesty, fraud, theft, or sabotage.
- Posting harassing, threatening, slanderous or malicious posts on social media websites.
- Threatening, intimidating, coercing, using abusive or vulgar language, or interfering with the performance of other employees.
- Insubordination, refusal to comply with instructions, or failure to perform duties which are assigned.
- Damaging, misusing, losing, or destroying Company property due to unauthorized use or careless and willful acts.
- Performance which does not meet the requirements of the position, including excessive absences or tardiness.
- Other circumstances that we determine warrant corrective action.

Attendance

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

We understand that there may be times when you cannot come in to work. If you must be late or absent from work for a good reason, a previous arrangement with your supervisor is required. If this is not possible, you must contact your supervisor. Always state the reason for your late arrival or absence and when you expect to return to work.

We will not take or threaten adverse action against you for refusing to report to, or leaving, a workplace or worksite because you have a reasonable belief that the workplace or worksite is unsafe due to an emergency condition including natural disasters or criminal acts.

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

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

Sample statements

Tardiness: If you are late [REDACTED] times in [REDACTED] you will receive a written warning notice.

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

[REDACTED] absences without notification will be considered a voluntary quit.

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

Drug Free Workplace Policy

NOTE TO EMPLOYER: If you contract with or receive grants from the state of California, you are required to certify that you provide a drug-free workplace per California's Drug-free Workplace Act of 1990.

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

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

AB 2188 Cannabis Use Rights: Prohibits employers from discriminating or taking adverse action against a person for using cannabis (marijuana) while off the job and away from the workplace. The law does not permit an employee to possess or be impaired by cannabis while on the job, or interfere with employer rights to maintain a drug-free and alcohol-free workplace.

The law also prohibits employer drug testing for non-psychoactive cannabis metabolites – which indicates past marijuana usage off the job. Employers are still permitted to test and take adverse action based on THC-positive testing (i.e., psychoactive components) – which indicates recent marijuana usage – including for pre-employment drug testing.

The law does not apply to employees in the building and construction trades, certain federal government direct or contract positions, or any position that requires federal background and clearance checks.

Use of alcohol, cannabis (marijuana), or any controlled substance on the job adversely affects your work performance, efficiency, safety and health and the wellbeing of others. Our workforce and workplace must be free of illegal substances. This includes controlled substances under state and federal law, such as drugs not legally obtainable under federal or state law; prescribed drugs not legally obtained; and prescribed drugs not being used for the prescribed purposes.

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

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

- Possession, use, or being under the influence of alcohol, marijuana, and/or any illegal substance when working or at the worksite.
- Distribution, sale, dispensing, manufacture or purchase of illegal controlled substances or controlled substances used in an illegal way at the worksite.
- Driving a Company vehicle (or vehicle leased by the Company) at any time, or your personal vehicle on Company business, while under the influence of alcohol, marijuana, or any illegal substance.
- The use of, or working under the influence of, any controlled substance, including prescription or over-the-counter drugs, if such use or influence may affect the safety of others, your job performance or the safe or efficient operation of our facility.

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

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

Cannabis Use Protections

NOTE TO EMPLOYER: Do not insert the following section if ALL employees are exempt from off-duty cannabis-use protections (e.g., employees fall under building/construction trades; certain federal contractors; DOT-regulated drivers, etc.)

We will not discriminate or take adverse action against an employee or applicant for cannabis (marijuana) use that is off duty and away from the workplace. However, employees may not possess or be under the influence of cannabis while working or at work. If THC is present in your system during working time, you will violate this policy. DOT-regulated employees are **not** afforded any protection for off-duty cannabis use.

Reasonable Suspicion Testing

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

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

Chemical Dependencies

If you have chemical dependencies (alcohol or drugs), we will encourage you to seek treatment and/or rehabilitation. If you desire such assistance you should contact your supervisor/HR to discuss available time-off/leave options.

[Employers with 25 or More Employees include]:

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

Rehire Following Termination for Substance Abuse

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

Workplace Violence

NOTE TO EMPLOYER: SB533 Workplace Violence Prevention Standard:

All employers, subject to few exceptions, must establish, implement, and maintain an effective workplace violence prevention plan (WVPP), by July 1, 2024.

Contact a CEA HR Director for more information.

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

Workplace Weapons Policy

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

Firearms or other dangerous weapons mean:

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

This policy does not apply to:

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

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

Confidential Information

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

It is understood and agreed between us that confidential Company or customer information is not to be disclosed to people outside of our Company, or to other employees who do not have a legitimate need to know without prior approval from your supervisor. This obligation continues after your employment with the Company ends. Nothing however, in this confidential information policy is intended to interfere with your right to communicate or work with others toward altering the terms and conditions of your employment, including discussion of your working conditions or any other right protected under the NLRA.

Customer Relations

Every contact with a customer (**client/ guest/ resident/ patient**) shall result in a satisfied customer. They should always be treated with the highest standards of professionalism and courtesy, even when an individual does not reciprocate.

Conflicts of Interest

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

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

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

No-Solicitation Rule

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

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

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

Tips and Gratuities

NOTE TO EMPLOYER: CEA recommends that any tip pooling policy be in writing, define what tips qualify to be "pooled", who is eligible to participate, and the timing and distribution of tips.

Every customer is entitled to efficient and courteous service. Since such service is given impartially to all, tips or gratuities are not expected.

Tips left by patrons are the sole property of the employee. Where tip-pooling is required, eligible employees will include only those in the chain of service and will not include agents of the company such as managers, supervisors or owners. Tips paid via credit card will be paid to the employee(s) no later than the next regular payday following the date the patron authorized the payment and will not be subject to deduction for credit-card processing fees. The Company will require employees to report cash tips consistent with currently applicable IRS guidelines.

Automated Decision-Making Systems (ADS)/Artificial Intelligence (AI)

This policy establishes guidelines for the responsible and appropriate use of Automated-Decision-Making Systems, including Artificial Intelligence (referred to in this policy as "ADS" and/or "AI") for Company purposes. The Company expects that when employees use ADS/AI for business purposes, they do so in an ethical and professional manner, and in compliance with applicable laws and regulations.

"Automated-Decision-Making System," is defined as any "computational process that makes a decision or facilitates human decision making through artificial intelligence, machine learning, statistics, and/or other data processing techniques." This includes the use of "generative Artificial Intelligence," which is a language model that can generate human-like responses to text-based prompts, questions, or conversations. Examples of generative AI tools include, but are not limited to, ChatGPT, Google Gemini, Microsoft Copilot, etc.

While AI can be helpful and save time, it is important to know that anything "fed" into the AI tool may be publicly accessible. It is also important to remember that information that comes from AI is not always accurate and/or complete. Recognizing these concerns, below is a non-exhaustive list of Company guidelines that employees are expected to follow when using these tools. When in doubt whether something is permitted and/or an appropriate use of AI for business purposes, employees are expected to consult [insert: their supervisor, Human Resources, etc.].

Permitted Uses (include all bullets that apply:)

- Only certain designated roles/positions are authorized to use AI on behalf of the Company ("business purposes"), including: [insert roles].
- AI may be used to: [insert permissible business uses e.g., brainstorm ideas, research, create agendas, policies, reports, trainings, etc.].
- Authorized employees will login to AI tools using a Company-provided email address ("Company account"). When using a Company account, employees are only permitted to use AI for business purposes and not for any personal reasons or interests. Authorized employees are responsible for securely managing their password. Authorized employees are not permitted to share their Company account information or allow anyone to use their Company account.
- The Company may revoke authorized use of AI for business purposes at any time, within its sole discretion.

Restrictions (include all bullets that apply:)

- Do not use AI for business purposes without receiving prior written authorization from [insert: your supervisor, CEO/Owner, Human Resources, etc.].

- Employees who have not been authorized to use AI for business purposes are not permitted to use a Company-provided email address, or access AI under another employee's Company account.
- Do not rely on AI as a final source of accurate information. Employees are expected to verify that information provided by AI is accurate, complete, and useful, by referring to other sources as appropriate. If legal or other expert assistance is required, the services of competent professionals should be sought.
- Never share Company personnel information, customer information, trade secrets, proprietary information, confidential information, or [insert: additional relevant examples] with an AI tool.
- Employees must ensure that their use of AI does not result in plagiarism. When creating content, employees may use AI tools for idea generation, but are not permitted to publish AI-generated work on behalf of the Company.
- Employees agree not to use AI in a manner that violates any applicable Company policy, or laws/regulations, including but not limited to anti-harassment and discrimination protections, intellectual property and copyright laws, confidentiality and privacy rights, etc.
- Employees agree not to use AI to generate, alter, or distribute misleading or false information, or circumvent security controls or generate harmful code.

Privacy & Property Rights

The Company may monitor employees' AI usage when using a Company-provided device, Company email address and/or when AI is used for business purposes. In these situations, employees should assume that any information entered into external AI tools may be accessed by the Company. When in doubt, consult [insert: your supervisor, the Company/Owner, Human Resources] before using an AI tool with sensitive data. All AI-assisted work created for business purposes remains the sole property of the Company.

Equal Opportunity Employment & ADS/AI

The Company may use AI tools to assist in making employment and personnel-related decisions. When using AI, the Company will ensure that AI does not interfere with equal employment and advancement opportunities for all individuals, as provided under State and federal law. The Company will ensure decisions are based on merit, qualifications, and abilities or other work-related factors.

The Company will retain all personnel and/or employment records created or received that affect an employment benefit of an applicant or employee for four years from the date the record was created, or the date the personnel action involved was taken, whichever occurs later.

This includes all applications, personnel records, membership records, employment referral records, selection criteria, automated-decision system data, and other records created or received when dealing with any employment practice and affecting any employment benefit of any applicant or employee.

Use of Electronic Communication Devices and the Internet

We provide access to electronic communication devices, equipment, and technology, including, but not limited to, telephones, electronic mail, voice mail, computers and the Internet.

Ownership of Systems and Data

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

We reserve the right to monitor all Company computer and electronic equipment, including voice mail, electronic mail and Internet accounts. You should not consider Internet usage or voice and electronic communications on Company property to be private. All passwords must be made known to the appropriate representative so that we may access your system at any time, including when you are absent.

Authorized Access

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

data, trade secrets, personnel information or other material covered by our confidential information and conflict of interest policy.

Acceptable Use

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

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

Employee Responsibility

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

Nothing in this electronic communications policy is intended to interfere with your right to communicate or work with others toward altering the terms and conditions of your employment, including discussion of your working conditions or any other right protected under the NLRA.

Software

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

Email Retention Policy

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

Social Media

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

Company communications and computer technology are designed and intended for work. Do not use any work-related social media tools (blogs, LinkedIn account, Facebook, etc.) unless you have received training and approval to use these tools. Do not use social networking accounts to harass, threaten, libel, defame, or discriminate against co-workers, managers, customers, or anyone else.

At all times any electronic communications and social networking activities for work-related purposes must maintain and reflect our standards for professionalism. You must comply with all policies which cover confidential information and trade secrets. If you review or make a statement about a product that we are a producer or marketer for, or you receive compensation or free merchandise for reviewing a product, the relationship must be disclosed. If you are commenting or publishing on social media in any way that identifies the Company or discusses it or its business in an otherwise appropriate manner, you must make it clear that what is being said is representative of your personal views and opinions and does not necessarily reflect the views and opinions of the Company. In no way may employees represent or suggest that their views or opinions are endorsed by the Company.

Video Surveillance

We use video surveillance for the safety and security of our employees, visitors, and property. Surveillance cameras are installed in common areas such as entrances, hallways, and parking lots. Footage is stored securely and accessed only

by authorized personnel when necessary for security or investigative purposes. Employees are expected to comply with all company policies regarding privacy and security. Unauthorized tampering with surveillance equipment is prohibited.

Personal Property/Inspections

To keep your valuable belongings safe, it is best to leave them at home and not bring them to work. Personal items, coats, purses, lunches, etc. may be stored in your desk or in a designated storage area. While you are on Company property, these items or any other personal property may need to be inspected because of safety, health, security or other concerns. If any of your personal items are missing due to theft or carelessness, we are not responsible.

Unauthorized Removal, Use or Possession of Company Property

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

Phones & Smart Devices

If you are required to use your personal mobile phone for work, you will receive an agreed upon reimbursement amount.

The use of personal phones is prohibited during working hours unless you are on a designated rest or meal period or are required to use your phone for work related purposes. During emergency conditions, including disasters or criminal acts, you may access your mobile device or other communications device for the purpose of seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify your safety.

Except in the case of an emergency, you are prohibited from texting and are required to use the hands-free feature when using a device while operating a vehicle for business purposes.

Employees are prohibited from using the camera feature on devices during business hours for non-business purposes in private areas, such as restrooms and changing rooms. Employees are not allowed to make audio recordings unless all parties involved consent.

Nothing in this phones and smart devices policy is intended to interfere with your right to communicate or work with others toward altering the terms and conditions of your employment, including discussion of your working conditions or any other right protected under the NLRA.

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

If you do not use a mobile device for work, it should be in silent mode and stored away from your work area.

Personal Business at Work

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

Dating in the Workplace/Consensual Relationships

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

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

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

Employment of Relatives

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

Outside Employment

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

SECTION 6 - ON THE JOB

Promotions

Optional Statements: It is our policy, where possible, to promote qualified personnel from within. Open positions will be posted and may be open to the public as well.

If you are promoted to a new position, you will be given up to thirty calendar days to demonstrate your ability and qualifications to satisfactorily perform the full duties required of the new position. If you do not perform satisfactorily within such time, you may be returned to the position you formerly held at the appropriate wage for the position you formerly held.

Seating

While working, you shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

An adequate number of suitable seats shall be placed in reasonable proximity to your work area and you shall be permitted to use such seats when it does not interfere with the performance of your duties. Notify your supervisor immediately if you believe you have not been provided suitable seating.

Employers under IWC order 14 can use this policy: When the nature of the work reasonable permits the use of seats, suitable seats will be provided for you if you are working on or at a machine.

Employers under IWC order 16 can use this policy: Where practicable and consistent with applicable industry-wide standards, you will be provided with suitable seats when the nature of the process and the work performed reasonable permits the use of seats.

Transfers/Shift Exchanges

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

Personal Information

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

Emergency Contact

You may voluntarily designate an emergency contact who the company may contact in the event of an emergency, including if you are arrested or detained on the worksite or if you are arrested or detained offsite, but during work hours or while performing job duties. You may update your emergency contact at any time, with reasonable advance notice. Contact [insert: your supervisor, Human Resources, etc.] with any questions.

Personnel Files

Upon written request, you may inspect and receive a copy of your personnel file, including training records and payroll records. If you wish to see your file, please let your supervisor know so an appointment may be scheduled. If you wish copies made of any document, a reasonable fee will be charged. Personnel files and training records are provided within 30 days. Payroll records are provided within 21 days.

Materials maintained in your personnel file are not disclosed to anyone except upon prior written authorization from you, in compliance with a lawfully served subpoena or at the request of law enforcement agencies.

Requests for Employee Information

If you receive a request for information about a former employee you must refer the person making the request to **[HR, General Manager, Owner]**.

Leaving our Company

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

The final paycheck for employees who resign with at least 72 hours' advance notice will be provided on their last day of work. The final paycheck will be ready within 72 hours for employees who do not provide such notice. Your final paycheck will be available for you to pick up at the office during normal business hours. If you wish to have your final paycheck mailed to you, you must authorize the mailing as well as the address to which you want your final paycheck mailed, in writing.

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

On-the-Job Illness/Injury/First Aid

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

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

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

Non-Retaliation

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

Driving on Company Business

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

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

Company Vehicles

We may provide you with a vehicle for Company business. As a convenience to employees who have been granted a Company vehicle, they may drive the vehicle to and from their home. No other personal travel is allowed. We will be responsible for all necessary repairs and maintenance. If any repairs are needed, you must bring them to the attention of management as soon as possible. You must observe all laws and safety guidelines while using a vehicle and smoking is prohibited within the vehicle at all times.

Gasoline Credit Cards

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

Expense Reimbursement

When you incur expenses on behalf of the company, you should submit your expense report by the end of the [day, week, month] to your supervisor. You must have prior approval before any purchase.

Hand Tools

We provide tools for your use while you are at a Company authorized job site. Company tools are not for personal use.

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

Employee Tool Insurance

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

Visiting Our Clients/Jobsite Etiquette

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

Working with Subcontractors

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

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

SECTION 7 - GENERAL INFORMATION

Bulletin Board

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

Safety

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

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

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

If you work outside of our usual hours you must:

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

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

Packages

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

First Aid

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

Visitors

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

Housekeeping

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

Parking

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

Smoking/Tobacco Use

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

ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

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

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

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

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

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

Print Name _____

Employee's Signature _____ Date _____

ACKNOWLEDGMENT OF RECEIPT OF DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY

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

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

We have a strict policy against discrimination, harassment and retaliation of any type and our goal is to provide a work environment free from discrimination, harassment, and retaliation as well as other disrespectful or other unprofessional conduct based on any protected class, or any combination of two or more protected classes. Protected classes include race (including natural hairstyles), color, religion (including religious dress and grooming practices), national origin, age (40 and over), medical condition, physical or mental disability, marital status, sex (including sexual harassment, sex stereotypes and pregnancy, childbirth and related medical conditions), sexual orientation, reproductive health decision making, ancestry, genetic information/ characteristics, gender, gender identity, gender expression, transgender, military and veteran status, off duty and off-site cannabis use, the known status of an employee's or their family member's status as a crime victim, or any other characteristic or activity protected by applicable law.

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

Any conduct inconsistent with this policy is prohibited and may be unlawful. A violation of this policy does not imply that the conduct rose to a violation of the law.

Harassment Prohibited

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

Harassment prohibited by this policy is not limited to sexual harassment but includes harassment based on any of the categories described above or as otherwise protected by applicable law.

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

Harassment can be:

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

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

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

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

Discrimination Prohibited

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

This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, access to benefits, training, termination or other aspects of employment and includes employment decisions based on Automated Decision-Making Systems.

Non-Retaliation

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

Complaint Procedure

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

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

Supervisors must report any incidents or complaints of discrimination, harassment, or retaliation that are brought to their attention, or that they knew or should have known occurred.

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

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

To the extent possible, the investigation of a complaint and any subsequent action taken in response to the complaint will proceed in an atmosphere of confidentiality. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Employees who have raised complaints should immediately make a further complaint should the conduct reoccur. Nothing in this complaint procedure is intended to interfere with your right to communicate or work with others toward altering the terms and conditions of your employment, including discussion of your working conditions or any other right protected under the NLRA.

You may also bring your complaint to the federal or state agency that investigates or prosecutes complaints. A complaint of discrimination, harassment or retaliation may be filed with the California Civil Rights Department ("CRD"). The CRD initially serves as a neutral fact-finder and attempts to help the parties voluntarily resolve the complaint. The CRD can be contacted at (800) 884-1684; or for the hard of hearing, (TTY) (800) 700-2320; or visit the department's website at <https://calcivilrights.ca.gov/>. You can access the department's sexual harassment online trainings at <https://calcivilrights.ca.gov/shpt/>. A complaint of discrimination, harassment, or

retaliation also may also be with the Equal Employment Opportunity Commission (EEOC), reached by calling (800) 669-4000 or for the hard of hearing, (800) 669-6820. EEOC field office information is available at www.eeoc.gov.

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

Print Name

Employee's Signature

Date

ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK *(Copy for Personnel File)*

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

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

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

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

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

Print Name _____

Employee's Signature _____ Date _____

ACKNOWLEDGMENT OF RECEIPT OF DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY: *(Copy for Personnel File)*

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

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

We have a strict policy against discrimination, harassment and retaliation of any type and our goal is to provide a work environment free from discrimination, harassment, and retaliation as well as other disrespectful or other unprofessional conduct based on any protected class, or any combination of two or more protected classes. Protected classes include race (including natural hairstyles), color, religion (including religious dress and grooming practices), national origin, age (40 and over), medical condition, physical or mental disability, marital status, sex (including sexual harassment, sex stereotypes and pregnancy, childbirth and related medical conditions), sexual orientation, reproductive health decision making, ancestry, genetic information/ characteristics, gender, gender identity, gender expression, transgender, military and veteran status, off duty and off-site cannabis use, the known status of an employee's or their family member's status as a crime victim, or any other characteristic or activity protected by applicable law.

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

Any conduct inconsistent with this policy is prohibited and may be unlawful. A violation of this policy does not imply that the conduct rose to a violation of the law.

Harassment Prohibited

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

Harassment prohibited by this policy is not limited to sexual harassment but includes harassment based on any of the categories described above or as otherwise protected by applicable law.

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

Harassment can be:

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

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

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

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

Discrimination Prohibited

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

This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, access to benefits, training, termination or other aspects of employment and includes employment decisions based on Automated Decision-Making Systems.

Non-Retaliation

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

Complaint Procedure

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

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

Supervisors must report any incidents or complaints of discrimination, harassment, or retaliation that are brought to their attention, or that they knew or should have known occurred.

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

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

To the extent possible, the investigation of a complaint and any subsequent action taken in response to the complaint will proceed in an atmosphere of confidentiality. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Employees who have raised complaints should immediately make a further complaint should the conduct reoccur. Nothing in this complaint procedure is intended to interfere with your right to communicate or work with others toward altering the terms and conditions of your employment, including discussion of your working conditions or any other right protected under the NLRA.

You may also bring your complaint to the federal or state agency that investigates or prosecutes complaints. A complaint of discrimination, harassment or retaliation may be filed with the California Civil Rights Department ("CRD"). The CRD initially serves as a neutral fact-finder and attempts to help the parties voluntarily resolve the complaint. The CRD can be contacted at (800) 884-1684; or for the hard of hearing, (TTY) (800) 700-2320; or visit the department's website at <https://calcivilrights.ca.gov/>. You can access the department's sexual

harassment online trainings at <https://calcivilrights.ca.gov/shpt/>. A complaint of discrimination, harassment, or retaliation also may also be with the Equal Employment Opportunity Commission (EEOC), reached by calling (800) 669-4000 or for the hard of hearing, (800) 669-6820. EEOC field office information is available at www.eeoc.gov.

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

Print Name _____

Employee's Signature _____ Date _____