## Below are the updates made to the 2025 CEA Sample Handbook. CEA strongly encourages you have your handbook reviewed annually by a CEA HR Director to ensure compliance with current requirements.

## We also encourage you to attend one of our Labor Law Updates, so that you can ensure you are in compliance with the new requirements that are in place for your specific industry.

## If you have any questions regarding your handbook, or need assistance, please contact us at 800-399-5331 or e-mail at CEAinfo@employers.org and we will be happy to help you.

## *Please Note: CEA’s HR advisors can also assist with handbook updates as consultation time. Our HR advisors will only update handbooks that CEA has worked on in the past two years. As such, we recommend to have CEA update your handbook at least every two years. If more than two years have passed since your last update with us, we will prepare a brand-new handbook. We are unable to review non-CEA handbook templates.*

SECTION 1 - WELCOME

***Changes: Updated to include new language on crime victims, NLRA updates, and exempt salary earnings. Added language to reflect the potential intersectionality of protected leaves.***

### Right to Revise

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

### Violation of Policies

A violation of any policy whether or not detailed in this handbook 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 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.

**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: 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 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.

Non-Retaliation

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

Complaint Procedure

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

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

Supervisors must report any incidents or complaints of discrimination, harassment, or retaliation that are brought to their attention or that they know 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 be filed 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**

If you need a reasonable accommodation, please notify [HR, Office Manager, Owner]. 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.

## Employee Classifications

### Exempt Employees

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

**Personal Appearance**

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

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

***Optional statements***

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

Hair is to be 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 or body piercings other than a maximum of two earrings per ear are permitted.

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

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

SECTION 2 - WAGE AND HOUR GUIDELINES

NON-EXEMPT EMPLOYEES

***Changes – clarified rest and meal break guidelines, added language prohibiting working off the clock as well as properly recording work hours.***

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.

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

### Rest Periods

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

|  |  |
| --- | --- |
| **Number of hours worked** | **Number of authorized 10 minute rest PERIOds** |
| Less than 3.5 hours | 0 |
| 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 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-minuteunpaid, *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 be taken prior to completing your fifth hour of work unless you are scheduled to work six hours or less, and we mutually agree in writing that the meal period may be waived.

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

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

### Recovery Period

You 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 end time), as well as, holiday, sick, vacation and other approved leave time.

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

You are not to begin work 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 onlyfor recording your own time.

You are to approve and/or sign your time card to attest that the hours recorded are accurate and are the total hours that you worked. You should not approve and/or sign any time card that is inaccurate. “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.

SECTION 3 - BENEFITS

***Changes – Clean up language regarding vacation and holiday pay and vacation accrual. Added clarifying language regarding medical and other insurance benefits. Updated SDI and PFL information. Added new details from the Secure Act 2.0 regarding part-time employee participation in CalSavers.***

## 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 paid as follows:

|  |  |  |
| --- | --- | --- |
| **Following the successful completion of….** | **You accrue at the rate of ….** | **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 |

Exempt employees earn these annual vacation amounts uniformly on a pro-rated basis at the weekly rate.

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 as allowed by law.

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

### Maximum Accrual

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.

## Holidays

We observe the following holidays:

|  |  |
| --- | --- |
| **HOLIDAY** | **OBSERVED** |
| New Year’s Day | January 1st |
| Dr. Martin Luther King’s Birthday | Third Monday in January |
| Lincoln’s Birthday | February 12th |
| President’s Day | Third Monday in February |
| Cesar Chavez Day | March 31st |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19th |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veterans’ Day | November 11th |
| Thanksgiving | Fourth Thursday in November |
| Day After Thanksgiving | Friday Following Thanksgiving |
| Christmas Eve | December 24th |
| Christmas Day | December 25th |
| New Year’s Eve | December 31st |
| Employee’s Own Birthday | |

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

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

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

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

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

*NOTE TO EMPLOYER:*

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

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

* 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 month 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 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 \_\_\_\_\_ days in advance of invoking this option.
* For non-exempt employees, if you are on an authorized leave of absence for whatever reason, you will not receive holiday pay for holidays that occur during the leave. 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). 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/share by you and us). Coverage starts the first day of the month following completion of \_\_\_\_\_\_\_\_\_\_ days of continuous employment. A full summary plan description is available from the benefits administrator. 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.

## 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.

## 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***.***

## Retirement/CalSavers

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

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

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](http://www.calsavers.com) or call 855-650-6918.

We do not sponsor or maintain Cal Savers. Our involvement in Cal Savers is limited to processing your payroll withholding contributions to the program and remitting them to Cal Savers. We will not provide any additional benefit and do not promise any particular investment return on your savings under Cal Savers. 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.

SECTION 4 - LEAVE OF ABSENCE/TIME OFF

***Changes – Expanded the general information section. Updated PDL, FMLA and CFRA sections to clarify the interplay between leaves. Added new section on Crime Victims. PSL, Bereavement and Reproductive Loss Bereavement leave sections expanded and moved to Section 4 from Section 3.***

## 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 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 that state during your leave, visit [www.edd.ca.gov](http://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 PDL, FMLA or CFRA 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

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 ~~and paid sick leave~~ 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.

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 a personal medical (non-CFRA/FMLA) or worker’s compensation (non-CFRA/FMLA) leave unless expressly provided for by the applicable insurance plan. You have the option to continue your present health insurance coverage under COBRA/Cal-COBRA guidelines. You will be responsible for the premium plus an administrative fee. It is your responsibility to make timely payments or you may be terminated from the plan.

*NOTE TO EMPLOYER: You are not required to maintain benefits for employees on personal, personal medical (non-FMLA/CFRA) or Worker’s Compensation (non-FMLA/CFRA) leave. CEA advises employers to be consistent in the granting of benefits for non-qualifying leaves. Contact a CEA HR Director for more information.*

### Seniority during Leave

Leave for PDL, CFRA, Organ or Bone Marrow Donation, 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 or filled in order to avoid undermining our ability to operate safely and efficiently during the leave, and there are no equivalent or comparable positions available, then you would not be entitled to reinstatement.

## Jury Duty/Court Service

If you receive a notice to report for jury duty please notify your Supervisor immediately. If you are a non-exempt employee and are called to serve on jury duty or to make a court appearance pursuant to a subpoena or court order. (Choose one: this time will be without pay / you will receive your regular rate of pay / you will receive the difference between your regular rate of pay and the amount of jury pay for up to \_\_\_\_ working days. Any additional time will be without pay.) Exempt employees will be paid in accordance with state and federal law.

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

## 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 in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 as well as any applicable state law.

## 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 \_\_\_\_\_\_\_\_ days if you have been regularly scheduled to work \_\_\_\_\_ hours per week for \_\_\_\_\_\_\_\_ continuous year(s) of employment. You must give a minimum of 30 days’ notice except in the case of an emergency.

## Crime Victims

Change - Updated to align with AB 2499’s new requirements.

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.

“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.

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 of 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;
* 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.

**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 the California Family Rights Act (CFRA), [insert if you have 50 or more employees:] or the Family and Medical Leave Act [FMLA].

**Notice Requirements**

Please provide us with reasonable advance notice before you take time off. If, however, you are unable to provide advance notice, please provide proof explaining the reason for your absence within a reasonable time. Proof can 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 the employee. We will maintain your confidentiality of requesting crime victims leave to the extent possible.

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

Change – Clean up language and Updated based on crime victims and expanded sick leave for agricultural workers under SB 1105.

### Eligibility

### *Option 1 – Accrual Method*

[Full time, Part-time, Seasonal, etc.]) employees accrue sick leave from the commencement of employment at a rate of one (1) hour for every 30 hours worked, up to a maximum of 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 balance 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.

You may use up to a total of five days or 40 hours (whichever is greater) of paid sick leave per anniversary year.

You may use paid sick leave for the following purposes:

* Diagnosis, care, or treatment of an existing health condition of, or preventive care for, you or your family member.
* For the reasons outlined in our crime victims policy, 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 your regular hourly wage when using Paid Sick Leave. If in the 90 days of employment before taking paid sick leave you had different hourly pay rates, or you were paid a commission or piece rate, then the rate of pay will be calculated by dividing your total wages, not including overtime premium pay, by your total hours worked in the full pay periods of the prior 90 days of employment.

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

**Bereavement Leave**

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 [with/without] pay 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 or reproductive loss event.

For funeral attendance other than for your immediate family, emergency leave will be given at the discretion of your Supervisor.

*NOTE TO EMPLOYER: If your bereavement leave is unpaid include the following:*

Bereavement leave is unpaid, except you may use accrued and available time.

We will maintain your confidentiality of requesting bereavement leave, including for a reproductive loss event.

***Optional Statement***

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.

**Reproductive Loss Bereavement 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, 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 accrued and 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)

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.

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 health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. You should promptly notify the Company of the need for a reasonable accommodation.

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

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 healthcare provider that you are unable to perform your job or job duties and the revised anticipated date of return.

PDL does not run concurrently with CFRA. Insert if you have 50 or more employees: PDL will run concurrently with FMLA.

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

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 ~~purposes of~~ bonding with a new child.

Should a leave or an extension be requested and granted providing for leave longer than 12 workweeks in 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

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

Leave for organ or bone marrow donation 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.  Accrued paid sick leave time may be used at your request.

## 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*](https://www.employers.org/clientuploads/hr_forms/PDLCFRAFMLAFactSheet.pdf)*.*

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

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

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

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

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

* The birth or placement of a child for adoption or foster care.
* To care for an immediate family member (spouse, child or parent) with a serious health condition.
* You are unable to work because of your own serious health condition.
* Your own pregnancy-related disability.
* For any qualifying exigency because 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.

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

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

***Changes – Amended Workplace Violence policy, clarified employee’s responsibilities when social media posts may be associated with the company, clarified an employee’s responsibility with confidential information, amended mobile phone and outside employment policies.***

## 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 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.

## 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.

## Workplace Violence

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.

## 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.

## 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.

## Gifts and Tipping

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

## Use of Electronic Communication Devices and the Internet

### 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.

## 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.

## 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.

ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

If I am a non-exempt 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

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: 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, or any other characteristic or activity protected by law.

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

### Harassment Prohibited

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

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

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

Harassment can be:

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

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

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

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

### Discrimination Prohibited

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

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

### Non-Retaliation

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

### Complaint Procedure

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

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

\*\*Supervisors must to report any incidents or complaints of discrimination, harassment, or retaliation that are brought to their attention or that they know 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 w 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 be filed 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](http://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 |  |