

[Important Note: Replace each occurrence of “The Organization” and “Organization” in this manual with your organization’s full or abbreviated name. Use the full legal name at least once. Be sure to customize the entries surrounded by brackets, and make sure all generic bracketed material and red text has been deleted, including these informational pages in their entirety, before distributing the manual to employees. Such information is for management use only, not for employees. It may be helpful to save this document as a new file and edit that file, so that you continue to have the original, clean document, with all of its instructions. Read through the manual and delete or change any provisions that do not apply to your organization; failure to do so may result in a binding contract between your organization and its employees with unintended terms. It is also wise to do a final read-through, including double-checking the internal references to Section numbers, and the Table of Contents, before distributing the manual.

This manual assumes that employees should direct their human resources concerns to their immediate supervisor. If you prefer that a human resources or a specific person be named instead, search the document for the word “supervisor” and make any desired changes.]

[Important Note: Employee manuals may need to be customized to fit the needs of your organization size, purpose and functions, employees, and legal jurisdiction; there is no one employee manual that is suitable for use in all organizations without customization. Federal and state rules and regulations are constantly changing, so it is important to review and update an Employee Manual regularly. Our manuals are updated annually, so you may wish to purchase a new version every year or subscribe to our employee manual update service. This employee manual is intended for use by non-profit organizations with non-unionized employees only. An employee manual is also not a substitute for employment agreements, proprietary information agreements, arbitration agreements, required workplace posters, and the like. These agreements are sold separately, and workplace poster and other new hire requirements are covered in the New Hire Package.]

[Important Note for South Carolina Employers: Make sure that you delete this page when printing, so that the next page is the first page of the manual, and that you obtain each employee’s signature on the manual’s first page.]

[Important Information for Nonprofit Organizations: Most state and federal employment laws apply equally to nonprofit organizations as they do to for-profit companies. There are, however, some exceptions.

Many religious and private nonprofit organizations do not have to comply with Title VII of the Civil Rights Acts of 1964, which prohibits discrimination on the basis of race, color, religion, sex, or national origin. State law prohibiting the same or similar discrimination may still apply (e.g., California’s Fair Employment and Housing Act). This manual assumes the organization will not be discriminating on these bases and will need modification in those rare instances where such discrimination is legal and desired.

Some states may also have unemployment insurance policies which have certain exceptions for religious or other nonprofit employers; check with your state’s unemployment

insurance agency. Internal Revenue Code Section 501(c)(3) tax-exempt nonprofits are also exempt from federal unemployment taxes. Note that not all nonprofits are tax exempt; an application with the IRS and sometimes also state and local tax authorities is generally necessary.

Volunteers and interns may not need to be treated as employees (and therefore this employee manual should not be used for them, although you may wish to create a separate version of your rules, regulations, and policies for volunteers and for interns; the framework of this manual and many of the commonsense rules contained in it may work well for this purpose). Using this employee manual for volunteers or interns who are not employees and therefore may not be subject to all of the benefits and rules designed to protect may result in an undesirable presumption that these volunteers and interns are employees and that therefore the protections granted to employees extend to them.

A volunteer typically provides services to nonprofit organizations and without the expectation of personal gain or payment (whether in cash, food, lodging, or anything else of monetary value). An intern is generally someone who receives beneficial training, does not directly benefit the employer (except incidentally), does not take the job of an employee, is not promised or entitled to a job as an employee at the conclusion of the internship, and understands and agrees that he or she is not entitled to compensation. Often, but not always, an intern is enrolled in school and receives course credit for the internship; receiving college credit helps demonstrate the intern is benefiting more than the organization. A person who receives training like that received at a vocational school or college may be an intern; someone who performs “grunt work” like making coffee, making deliveries, filing, or cleaning, or is “paying their dues,” is likely an employee who must be paid at least the minimum wage and overtime, as applicable.

Depending on your state law, volunteer and interns may require unemployment insurance and/or workers’ compensation insurance coverage. In states like California, where such coverage is optional, workers’ compensation insurance coverage may nonetheless be acquired to protect the organization against claims for injury.]

[Your Organization]

EMPLOYEE MANUAL

THIS EMPLOYEE MANUAL DOES NOT CREATE A CONTRACT OF EMPLOYMENT BETWEEN YOU AND THE ORGANIZATION.

YOUR EMPLOYMENT WITH THE ORGANIZATION IS “AT WILL” MEANING THAT EITHER YOU OR THE ORGANIZATION MAY TERMINATE YOUR EMPLOYMENT AT ANY TIME WITH OR WITHOUT CAUSE.

THIS EMPLOYMENT MANUAL SUPERSEDES AND REVOKES ANY PREVIOUSLY ISSUED EMPLOYEE MANUAL(S) OR HANDBOOK(S).

NO ONE, OTHER THAN THE ORGANIZATION DIRECTORS OR OFFICERS, HAS THE AUTHORITY TO CREATE A CONTRACT OF EMPLOYMENT WITH YOU OR TO ALTER THE AT WILL NATURE OF YOUR EMPLOYMENT RELATIONSHIP WITH THE ORGANIZATION.

ACKNOWLEDGED AND ACCEPTED:

DATE: _____

EMPLOYEE NAME (PRINT): _____

EMPLOYEE (SIGN): _____

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(1) Welcome Message from the President

Dear Employee,

Welcome to [the Organization]!

We are excited to have you as part of our organization. [The Organization] is committed to [The Organization's purpose or goals].

We value our employees and encourage them to make productive suggestions. We want you to succeed at your job.

This Employee Manual, inclusive of an Acknowledgement Form, sets forth the general administrative policies, goals, and benefits of [The Organization] and replaces and supersedes any prior manual(s). The contents of this Manual are confidential and are not to be distributed to or shown to anyone else outside the Organization, excepting your spouse or registered domestic partner, legal, financial, tax, and spiritual advisors, as required by a legal tribunal of competent jurisdiction or by any applicable law, in connection with an administrative claim or legal action, and as reasonably required by your job duties. This Manual remains the property of [The Organization] and must be returned upon request.

You should use this Manual as a reference as you pursue your career with us. Each of the policies is dated and is current as of that date, but may be unilaterally canceled or amended by [The Organization] at any time, with or without notice, and we shall also reserve the right to deviate from the policies herein in our sole discretion. When there is a change in a policy we will update this Manual as soon as possible. Feel free to discuss with us any questions you may have about this Manual or about your employment with us.

To your success at [The Organization].

Sincerely,

[President Name]

President [or other title, e.g., CEO or Human Resources Manager]

(2) Organization Operations

[Optional]: Replace with organization history and/or vision statement, or limit to just the names / titles /contact information of key management and human resources executives, and organization address, phone, and hours.]

The success of [The Organization] (hereinafter the “Organization”) is based on [the Organization’s purpose, goals, functions, approach].

The organization of the Organization can be seen in the below flow chart, with [President Name] as the President of the Organization.

Key contact information for [Organization] is as follows:

[Address(es)]

[Phone Number(s)]

[Fax Numbers(s)]

[Email Address(es)]

[Website(s)/Intranet]

[Hours of Operation]

[Security / Gate / Alarm codes]

(3) Equal Opportunity; Immigration Law

3.1. Equal Opportunity Statement

The Organization is an equal employment opportunity employer and does not discriminate against employees or job applicants on the basis of race, religion, color, sex, age, national origin, mental or physical disability, veteran or family status, genetic information, or any other status or condition protected by applicable federal, state, or local laws, except where a bona fide occupational qualification applies.

[Note for California employers: Use the following paragraph in place of the first paragraph. All others, delete the following paragraph. All employers should retain the second and final paragraph of this Section.

The Organization is an equal employment opportunity employer and does not unlawfully discriminate against employees or job applicants on the basis of race, color, religion, religious dress practice, sex, gender identity, gender expression, sexual orientation, age, national origin, ancestry, mental or physical disability, medical condition, pregnancy/childbirth, marital status, military or veteran status, genetic information, or any other status or condition protected by applicable federal, state, or local laws, except where a bona fide occupational qualification applies.]

This policy extends to all aspects of the employment relationship, including, but not limited to, recruiting, interviewing, job assignments, training, compensation, benefits, discipline, use of facilities, participation in Organization-sponsored activities, termination, and all other terms, conditions, and privileges of employment.

[Note: Most government contractors and recipients of federal funds are obliged to have equal employment and affirmative action plans stated in writing. Some nonprofits are allowed to discriminate in certain respects under federal law. State law may protect additional classes of persons, e.g., carriers of certain diseases, gay employees. For employers of twenty or more employees, the Age Discrimination in Employment Act prohibits discrimination based on age. The Genetic Information Nondiscrimination Act makes it illegal for an employer to discriminate against employees or applicants because of genetic information and prohibits the use of genetic information in making employment decisions, restricts employers from requesting, requiring, or purchasing genetic information (including family medical history), and strictly limits the disclosure of genetic information. State law may also restrict use of genetic information; see the state-specific information in the New Hire Package, sold separately, for more information.

Additional note for California employers: Affirmative action by California employers is generally prohibited by Proposition 209, but state contractors are generally required to comply with nondiscrimination requirements. California law also prohibits the use of genetic information, as well as discrimination based on race, religious creed, color, national origin, ancestry, physical or mental disability (where reasonable accommodation is not practical; see

Section 3.3., below), medical condition, marital status, sex, age, sexual orientation, gender identity and expression, and religious dress practice. See the California-specific information in the New Hire Package, sold separately, for additional information about permissible discrimination and testing of candidates for employment, as well as for existing employees.]

3.2. Immigration Law Compliance

In accordance with the Immigration Reform and Control Act of 1986 (IRCA), the Organization only employs individuals who are legally authorized to work in the United States. Furthermore, the Organization does not continue to employ any individual whose legal right to work in the United States has been terminated.

U.S. Citizenship and Immigration Services Form I-9 is used to verify your identity and employment eligibility. You must complete the employee section of Form I-9 and provide the required documentation supporting your identity and employment eligibility before you may begin working.

[Note: Because of the substantial potential fines and even criminal action possible for knowingly employing workers who do not have the legal right to work in the United States, employers may wish to consider utilizing the federal E-Verify program operated jointly by the Department of Homeland Security and the Social Security Administration. For more information, see the program's website at <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD> (also accessible at <http://tinyurl.com/ysl4b>). Some states require the use of E-Verify or have additional immigration law requirements that exceed those imposed by federal law; see the state-specific information in the New Hire Package, sold separately, for more information.]

3.3. Americans with Disabilities Act Compliance

The Organization adheres to the Americans with Disabilities Act (ADA), as amended, and makes every effort to ensure that qualified individuals with a disability are not discriminated against in any terms, conditions, or privileges of employment. The ADA requires employers to provide reasonable accommodation to qualified individuals with known disabilities in all aspects of employment, unless the accommodation would cause an undue hardship to the employer.

An exhaustive description of what does and does not constitute a disability is beyond the scope of this manual, but basically an individual with a disability is a person who:

- (1) Has a physical or mental impairment substantially limiting one or more major life activities; or

- (2) Has a record of such impairment; or
- (3) Is regarded as having such an impairment (however, no reasonable accommodation is required in this instance).

A qualified individual is a person with a disability who meets the skill, education, experience, training, and other job-related requirements of position, and who, with or without reasonable accommodation, can perform the essential functions of the position. We are committed to providing reasonable accommodation to the known physical or mental limitations of such individuals so they can perform the essential functions of a job, unless such accommodation would create an undue hardship to us.

If you need an accommodation under the ADA, you should immediately notify us.

[Note: The provisions of the ADA apply to employers of fifteen or more employees; therefore, employers of fewer than fifteen employees may delete this Section from the manual. Members of the Board of Directors of nonprofits do not count as employees for ADA purposes by virtue of their service on the Board alone. Some states have similar laws which have more stringent or additional provisions, or which apply to employers with fewer employees.

Additional note for California employers: FEHA's provisions apply to employers of five or more employees, including part-time employees, except its anti-discrimination provisions, which apply to all employers.]

(4) Policies and Rules

4.1. Employment – Classification

As an employee of the Organization, you are an “employee at will”. This means that either you or the Organization may choose to terminate the employment relationship at any time, with or without cause, and with or without advance notice. However, we request that whenever possible, as a courtesy, you provide two weeks’ advance notice of your intention to quit, so that we may plan accordingly.

Any information outlined in this Manual or in any other Organization document, except a written employment contract executed by the parties thereto (in which case, how and when a termination or resignation may occur will be controlled by the terms of such employment contract), does not modify the employment at will policy and should not be interpreted to mean that termination will occur only for “just cause”. This Manual does not create an express or implied contract of employment for a definite and specific period of time between you and the Organization, or otherwise create express or implied legally enforceable contractual obligations on the part of the

Organization concerning any terms, conditions, or privileges of employment. Except for an employment contract, any documents or statements, written or oral, prior, current, or future, that conflict with the employment at will policy are void.

Regular Full-Time is an employee who has no termination date and who is regularly scheduled to work (forty) 40 or more hours per week. Regular full-time employees may be either exempt or non-exempt from overtime pay.

Regular Part-Time is an employee whose position has no termination date and who is scheduled to work (ten) 10 or more hours, but less than (forty) 40 hours per week.

Temporary Employee is an employee who is hired for a certain length of time and who is paid only for their hours worked. A temporary employee will not receive any benefits or holiday or vacation pay.

Provisional Employee is an employee who has not yet completed the ninety (90) day provisional period after first being hired, as detailed in Section 4.16 of this Employee Manual. At-will employment remains at-will during and upon the completion of the provisional period.

Exempt Employee is generally an employee who is an executive, professional, administrator, outside salesperson, or manager. Exempt employees are generally paid a salary, without overtime.

Nonexempt Employee is an employee who does not qualify for exempt status, and is generally paid on an hourly basis, including overtime.

Any concerns about your employee classification should be addressed to your supervisor.

4.2. Confidential Information

As the result of your employment at the Organization, you may acquire and have access to confidential information belonging to the Organization of special and unique value. This includes such matters as the Organization's personnel information, procedures, financial information and projections, records, donor and prospect names and analysis, as well as any other information specific to the Organization. Any information which is disclosed to the public by the Organization shall not be deemed confidential information.

As a condition of employment, you must and hereby do agree that all such information is the exclusive property of the Organization, and you will not at any time use or disclose to anyone any such information, or comment to anyone outside the Organization about the information,

whether or not it has been designated specifically as “confidential”, except in the responsible exercise of your job duties, or to a government or law enforcement agency when you reasonably believe the information discloses a violation of a federal, state, or local law or regulation. Signing a separate confidentiality agreement further clarifying this policy at the Organization’s request is also a condition of your continued employment with the Organization. In the event of any conflict between the confidentiality policies in this employee manual and in a separate written confidentiality, proprietary information, or employee loyalty agreement, the terms of any such agreement(s) shall control during its term.

Violation of our confidential information policy may result in disciplinary action, up to and including termination, civil litigation, and criminal prosecution. If you are ever unsure of your obligations under this policy it is your responsibility to consult with your supervisor for clarification.

[**Note:** The nature of information that is important and confidential to your organization may result in the need to customize the description of what is confidential listed in the first paragraph of this Section.]

4.3. Personal Information and Employee Records

It is important that the personnel records of the Organization be accurate at all times. In order to avoid problems with your benefit eligibility, tax liability, or our ability to communicate with you regarding shift changes and the like, the Organization requires that you will promptly notify your supervisor or human resources representative of any change in your name, home address, telephone number, number of dependents, or any other information pertinent to your employment with the Organization. You must complete and submit a new IRS Form W-4 (<http://www.irs.gov/pub/irs-pdf/fw4.pdf>) to us any time any of the information on the form changes.

[**Note:** Many states grant employees and in some instances, also former employees, the right to inspect and/or copy their own personnel file as maintained by the employer. State law varies on how long employers must maintain employee records and may impose additional requirements beyond those required by federal law. Federal law with personnel record retention requirements ranging from one to three years for covered employers include the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, and the Genetic Information Nondiscrimination Act.

Additional note for California employers: Add this additional paragraph after the first paragraph of this Section:

Your personnel records will be kept by the Organization in California. At any time during your employment or thereafter, you or your authorized representative have the right to inspect your personnel file relating to your performance or to any grievance as maintained by the

Organization at your work place, or to receive a copy, within thirty (30) days of the request. At any time during your employment and for three (3) years thereafter, you have the right to a copy of your payroll records as maintained by the Organization, and within twenty-one (21) days of your request, we will provide you with a copy of such records. For copy requests, we may charge you the actual cost of the reproduction of the records and any postage if mail delivery is requested.]

4.4. Attendance and Punctuality

The Organization believes that a good record of attendance and punctuality is an essential component of good work performance. Except as otherwise provided by law, you are expected to be at your work station, dressed and equipped appropriately and ready to work, by your scheduled start time. If, for any reason, you are unable to report for work on time, or unable to remain at work until the end of your shift or normal work day, you must notify your supervisor directly before your regular starting time.

All time off must be requested in advance and should be submitted in writing as outlined in the appropriate categories, except for sick leave. (See Sick Leave and other categories for specific details outlined below.) Excessive absences may result in disciplinary action, up to and including termination.

All notifications of absences must be face-to-face, in writing in a letter or on an Organization-provided form, or by telephone to your supervisor, as designated from time to time. No employee may call in sick by email, text message, or social media, and, absent an emergency, it not acceptable to call in sick less than an hour before you are due to report to work.

[Note: Recent California case law requires employers to pay employees to put on and take off protective equipment, such as aprons, gloves, boots, hard hats, and safety glasses, at the beginning and end of the shift, but not before or after meal breaks. If this applies to the Organization, some edits to the first paragraph may be appropriate.]

4.5. Dress Code

As an employee of the Organization, you must maintain a clean, neat appearance when reasonably possible. Your attire should be consistent with the type of work you are performing and with safety considerations. Examples of inappropriate dress include bare feet, flip-flops, tanks tops, midriffs, bathing suits, cut-off and ripped jeans, and clothing with obscene or distasteful slogans or gestures. Any required uniform and/or safety equipment will be provided to you at the Organization's expense.

Management, fundraising personnel, and those employees who come in contact with the public, are expected to dress in accepted business tradition that reflects the image the Organization seeks to project. Good personal grooming and hygiene are also essential and should contribute to a professional appearance.

If you have further questions about your expected attire, please discuss these questions with your immediate supervisor.

4.6. Work Hours and Overtime Pay

Nonexempt Employees:

The normal work day is eight (8) hours, and forty (40) hours represents a normal work week, commencing 12:01 AM Monday and ending on midnight on the following Sunday. While you are generally expected to work the number of hours stated above, the Organization does not guarantee that you will actually work that many hours in any given day or week.

For nonexempt employees, overtime work is only performed when approved in advance by your supervisor. You are expected to work necessary overtime when requested to do so, and you will receive time and one-half regular pay for time worked exceeding forty (40) hours in any given work week.

When computing total hours worked in a work week for purposes of calculating overtime pay, only hours actually worked are counted. Time off from work, such as holidays, jury duty, and reporting time pay is not counted as hours worked even if you are paid for such time off.

Exempt Employees:

The normal work day is eight (8) hours, and forty (40) hours represents a normal work week, commencing 12:01 AM Monday and ending on midnight on the following Sunday. While you are generally expected to work the number of hours stated above, the Organization does not guarantee that you will actually be able to perform all of your work duties in this amount of time. You are expected to put in the amount of time over 40 hours per week necessary to complete your job duties and occasionally, substantial extra work may be required. If you are overburdened with work and unable to complete your assignments with a moderate amount of additional work each week, please speak to your supervisor; however, an increased workload is often part of having more responsibility at work and receiving increased pay.

Exempt employees are not paid overtime for hours worked above 40 hours per week; some amount of expected work over 40 hours per week is built into your compensation package as a salaried employee.

Reporting Time Pay:

When you are scheduled to work as a nonexempt employee, in some circumstances you will be paid reporting time at your regular hourly rate for a portion of the time you were scheduled to work, but were unable to do so, due to lack of available work. When you are scheduled to work, and there is no work available, you will be sent home and paid one-half of the number of hours you were scheduled to work, less any amount you actually worked and were paid for, with a minimum of two (2) and a maximum of four (4) hours of pay. If you are sent home for lack of work and later called back into work that same day, you will be paid for two (2) hours of work at your regular rate if there are two (2) or less hours of work available at that time. If you are not scheduled to work, but must report for a meeting, you will be paid for a minimum of two (2) hours at your regular rate.

Reporting time pay does not apply in the following instances: You were not scheduled to work; you were given advance notice not to come into work (It is your responsibility to keep your contact information up to date, so that we can reach you regarding schedule changes, and it is also your responsibility to check your telephone and/or email messages on a regular basis, at least once in the evening and once in the morning before coming into work, in case there are schedule changes.); you were provided with at least half of the hours of work you were scheduled to work; you were given a sufficient number of hours of work, regardless of whether the type of work provided was your usual work or not (e.g., cleaning of work stations, painting a wall, being paid to wait for work); the lack of work was due to threats to Organization employees or property, or when authorities have recommended work not begin or continue, when there is a failure of public utilities (e.g., no electricity, water, or sewer); when the work interruption is caused by an Act of God (e.g., an earthquake, flood, hurricane, or severe thunderstorm); if you are not fit to work (e.g., intoxicated); if you have not reported to work on time and are sent home or fired as a resulting disciplinary action; or if an unexpected or unusual event has made opening for business impossible and we have made every reasonable effort to notify you not to come into work.

If you are sent home for lack of work, or notified in advance not to report to work, you may choose to use any available sick or vacation time in order to be paid for the day, or any portion thereof that you were not paid regular wages for work or reporting time pay.]

4.7. Time Clock and Time Cards

When requested by your supervisor, you must punch in at the start of your work shift and punch out at the end of your shift. You are not allowed to punch the time clock of another employee. Should your time card be incorrectly punched, your supervisor will note the correct start and/or

end time, and initial the correction, or update it in the time-keeping software. Your supervisor must approve all time entries that have any corrections or adjustments. Failure to clock in and out may result in loss of pay for unverifiable work, and – for repeated failure to use the time clock – in disciplinary action, up to and including termination.

Alternatively, your supervisor may require that you keep track of your days at work, and your vacation time and other time off, on a time sheet, or that you report these items to your supervisor or other Organization representative, who will track them for you.

Vacations days, sick days, holidays, and absences such as jury duty, funeral leave, or military training, should be specifically noted on the time cards or time sheets for days on which they occur. Paid vacation and holidays should be counted and used as full workdays.

The work week commences 12:01 AM Monday and ends on midnight on the following Sunday. A new time card or time sheet should be used for each period and your card or sheet for the prior period submitted promptly to your supervisor.

Time cards and time sheets must be completed accurately. Your signature on the time card, time sheet, or printout is required to certify its accuracy as a record of the time actually worked. Falsifying a time report can lead to disciplinary action, up to and including termination.. Furthermore, the falsification of a time card or sheet is a fraudulent act for which an employee may be prosecuted.

4.8. Meal Period

Nonexempt employees are allowed a daily thirty-minute unpaid meal break. Meal breaks will generally be taken on a staggered schedule so that your absence from work does not create a problem with the day-to-day operations of the Organization. Any other breaks during the work day must be approved in advance by your supervisor and shall also not be paid, except as otherwise required by law.

Exempt employees may take a meal break and a reasonable amount of other breaks at their discretion.

If you are unable to take your meal or other breaks in a timely fashion, please notify your supervisor or human resources representative immediately.

[Note: A second meal break may be required for overtime work. Some state laws provide for mandatory breaks and that mothers may express breast milk during meal or rest breaks. Some states additionally require that the employer provide additional breaks for this purpose beyond those provided to other employees and/or that a designated place to express milk is provided to

mothers. Few states allow employers to prohibit mothers from expressing breast milk at work altogether. Employers covered by the Fair Labor Standards Act (FLSA) are also required to provide a private place away from other employees, that is not bathroom, for the expression of breast milk or the breastfeeding of a child up to the age of one, unless the employer employs less than 50 employees and providing such a private place would be an undue hardship. Employers with gross revenue of less than \$500,000 are not covered by the FLSA.

Additional note for California employers: Two ten-minute paid breaks during a regular eight hour work day is the minimum permitted by California law; you may provide longer breaks in your discretion. Whenever possible, meal breaks should be scheduled near the middle of the shift, and breaks should be spaced evenly between the beginning and end of the day and meal breaks. Meal breaks should always commence before the beginning of the fifth hour of an eight-hour work shift. Recent California case law provides that employers don't have to force their employees to take meal or rest breaks; rather, that the employer communicates to employees that they have been relieved of all duties and have the opportunity to do so, and does not discourage or impeded them from doing so, is sufficient.]

4.9. Safety and Accident Rules

Safety is a priority at the Organization. We strive to provide a clean, hazard-free, and safe environment in accordance with the Occupational Safety and Health Act of 1970.

As an employee, you are expected to take part in maintaining this environment. You should observe all posted safety rules; adhere to all safety instructions provided by your supervisor, and use safety equipment when required. It is your responsibility to learn the location of all safety and emergency equipment, as well as the safety and/or emergency phone numbers.

You may be required to purchase and maintain some of your own safety equipment. Any problems with Organization-provided safety equipment should be reported to your immediate supervisor. If it is not safe to work for any reason, report the problem to your supervisor immediately.

All work related accidents are covered by Worker's Compensation Insurance pursuant to the laws of the state(s) in which we operate.

[Note for California employers: California law requires all employers to adopt a written injury and illness prevention program. Information and a sample policy can be found at <http://www.dir.ca.gov/dosh/etools/09-031/index.htm> .]

4.10. Smoking

Our goal is to provide a healthy and pleasant work environment for all employees. The Organization prohibits any form of tobacco use on Organization premises.

[Note: Increasingly, this policy is the “safe” option, but your state law may allow more liberal workplace smoking policies.]

Additional note for California employers: The California Labor Code prohibits employees from smoking, and employers from allowing smoking, in any enclosed work space; however, certain exceptions exist, including one for employers of five or fewer employees if certain conditions are met. For workplaces that are open to the public, “No Smoking” or “Smoking Is Prohibited Except In Designated Areas” signs, as applicable, should be posted at each building entrance.]

4.11. Use of Organization Property

We will provide you with the necessary equipment to do your job. None of this equipment should be used for personal use, nor should any equipment be removed from Organization work premises unless approved by your supervisor. This includes Organization vehicles, telephones, and computers.

Any items or packages brought into or taken out of the work place are subject to inspection at any time. Likewise, any personal desk, filing cabinet, locker, or storage space provided to you is also subject to inspection at any time. Do not take pictures of Organization premises, property, or personnel, or make copies of Organization documents or files.

Personal telephone calls, text messages, and Internet surfing should be kept to a minimum when using Organization phones or computers, or during work hours, unless authorized by your supervisor. Any such personal use should be made at a time that does not interfere with your or your co-workers’ job performance. Please see the Use of Mobile Devices policy, below (Section 4.13). Organization reserves the unilateral right to review, monitor, access, audit, intercept, and disclose an employee’s use of telephone (including VOIP and videoconference) and radio communications at any time, with or without notice, and with or without an employee’s permission. You should have no expectation of privacy or confidentiality with respect to any use of the telephone, voicemail, or two-way radios at work.

Use of the Organization’s stationery, office supplies, or postage for personal use is strictly prohibited.

Organization premises, telephones, and email are not to be used for employees or others to engage in the practice of soliciting collections or donations; selling raffles, goods, or services; operating betting pools; or solicitations of any kind.

Use of radios, audio headsets, and televisions, Organization-owned or otherwise, is at the discretion of supervisors only, and – if allowed – must be used in a manner that does not interfere with the safety of the work place or with the ability of others to perform their work.

Parking on Organization property shall be subject to posted parking rules and is limited to one properly insured and licensed vehicle per employee. No storing of vehicles during off hours or vacations or leave is permitted.

[Note: Although the wording above concerning accessing and monitoring employee property at work is broad, this is a developing area of the law under both federal law, and state law varies, so employers should proceed with caution and purpose when accessing and monitoring.]

4.12. Use of Organization Computers, E-mail, and Internet

Use of Organization computers, printers, peripherals, and electronic equipment is primarily for job-related or approved activities only. Inappropriate use of Organization computers, which may be defined from time to time at the discretion of the Organization, may subject you to discipline, up to and including termination.

Inappropriate use includes, but is not limited, to the following:

- A. Use of Organization computers to send or receive messages, pictures, or computer files which are illegal, pornographic, sexist, racist, harassing, discriminatory, defamatory, or physically threatening or intimidating. If you receive such material, you should notify your supervisor immediately.
- B. Creating or forwarding spam, junk, or chain emails.
- C. Loading software that is not approved in advance by management.
- D. Making illegal copies of licensed software.
- E. Using software or techniques that would provide unauthorized access to the Organization's computers or would disrupt our equipment in any way.
- F. Using Organization computers, printers, or email excessively for personal and/or non-Organization related use, for economic gain or otherwise, including personal email, shopping, blogging, and social media, unless authorized by your immediate supervisor.
- G. Sending or posting the Organization's or its vendor's or customer's confidential information, whether anonymously or otherwise, by email, text, instant message, videoconference, or posting to any Web site, blog, or social media site.
- H. Unauthorized use of Organization trademarks, names, logos, letterhead, and copyrighted material.

Employees may be disciplined or terminated for inappropriate use of technology, including the Internet, email, text messages, instant messaging, blog posts, Web sites, or social networking Web sites, even when such use does not involve Organization computers, systems, or property. You should not assume any inappropriate email or text message sent or posted to a Web site, blog, or social networking Web site is private; such communications may eventually come to our attention and, depending on the circumstances and content, result in discipline up to and including termination.

Any message or file created or sent using any Organization computer or other electronic device is the property of the Organization. You should have no expectation of privacy or confidentiality in any message or file that is created, stored, or sent using the computers or other communication equipment belonging to the Organization, and the Organization reserves the unilateral right to review, monitor, access, audit, intercept, copy, print, read, disclose, modify, retrieve, and delete any work you do on a Organization computer, including email.

If provided, your work email account(s) is primarily for Organization-related communication rather than for personal use. Except as authorized by your supervisor in the course of your work duties, you are not authorized to access the computer(s), email account(s), or files of any other Organization employee.

If provided, Internet access is likewise primarily for Organization purposes rather than for personal use. The Organization reserves the unilateral right to review, monitor, access, audit, intercept, and disclose an employee's use of the Internet at any time, with or without notice, and with or without an employee's permission. You should have no expectation of privacy or confidentiality with respect to any use of the Internet at work.

You must take reasonable precautions against receiving or spreading computer viruses, as well as against wasting computer resources, including computer time, and email server and Internet access bandwidth. Even with these precautions, the Internet contains millions of pages, and we cannot be responsible for sexually explicit, offensive, or otherwise unpleasant information or images which you may come across in accessing the Internet for work purposes.

None of the policies in this manual shall be interpreted or applied so as to interfere with the protected rights of employees to discuss or share information related to their wages, benefits, and terms of employment amongst themselves or with outside parties.

[Note: The National Labor Relations Act (NLRA) applies to many, but not all, private employers, and protects the right of employees to act together to address conditions at work, with or without a union. For more information on whether the NLRA applies to your organization, see <http://www.nlr.gov/rights-we-protect/jurisdictional-standards>. If the NLRA applies, you may not prohibit all personal use of work email, Internet, and other technology, as doing so may interfere with employee's rights under the NLRA to organize. Some state law also guarantees

employees the right to organize. The laws of some states, including California, prohibit employers from taking adverse actions against employees on account of their lawful conduct away from work, so discipline for actions away from work in such states would properly be limited to such things as an employee disclosing the employer's confidential information from a home computer. Although the wording above concerning accessing and monitoring employee email is broad, this is a developing area of the law under federal law, and state law varies, so employers should proceed with caution and purpose when accessing and monitoring.]

4.13. Use of Mobile Communication Devices

Employee use of Organization cellular telephones, tablets, notebook, and laptop computers, and other mobile communication devices is for job-related or approved activities only. These policies apply to any communications device that makes, sends, or receives phone calls, emails, text messages, instant messages, photographs, and/or graphics, or has the capacity to browse the Internet. Inappropriate use of such devices, which may be defined from time to time at the discretion of the Organization, may subject you to discipline, up to and including termination.

Likewise, use of your personal mobile communication devices during work hours or on Organization premises is subject to restrictions and may subject you to discipline, up to and including termination. We are not responsible for the loss or damage you may occur to your mobile device at work. You are encouraged to consider leaving expensive belongings at home.

Mobile communication devices are a distraction while working at the Organization. Telephone calls during regular work hours may interfere with employee efficiency and safety while performing your job. And they also can be a distraction to other employees around you. Employees are therefore directed to make personal calls during approved breaks and meal periods. During regular work hours all cellular telephones and similar electronic communication devices must be turned off.

Exceptions:

This policy does not apply to mobile communications devices supplied by the Organization that are used exclusively for work purposes. However, when using the telephone for Organization purposes, please be mindful of other employees around you and attempt to minimize distractions for them and interference with their job duties.

This policy does not apply when there is an emergency that requires that you be accessible by phone, such as a medical emergency. If you are in doubt as to what constitutes an emergency for this purpose, please consult your supervisor before turning your mobile communications devices at work.

4.14. Substance Abuse Policy

The Organization takes seriously the problem of drug and alcohol abuse and is committed to providing a workplace free of such substances. This Substance Abuse Policy applies to all employees.

The Organization will not tolerate employees that are impaired by or under the influence of alcohol or drugs while working. No employee is allowed to consume, possess, sell, or purchase any alcoholic beverage on any property owned, leased, or operated by the Organization, or in any vehicle owned or leased by the Organization. No employee may use, possess, sell, transfer, or purchase any drug or other controlled substance that may alter an individual's mental or physical capacity while working for the Organization. The exceptions are over-the-counter pain relievers and the like, used as intended and directed, and any other drugs that have been prescribed to you, and which are being used as prescribed by your doctor.

In cases where the use of alcohol or drugs poses a threat to the safety of other people or property, you must report the violation. Employees who violate our Substance Abuse Policy will be subject to disciplinary action, up to and including termination.

As a part of the Organization's policy to ensure a drug and alcohol free workplace, within the limits of applicable federal, state, and local laws, the Organization reserves the right, in its sole discretion, to test for drugs and alcohol. Some such situations may include, but not be limited, to the following:

- A. In conjunction with an offer of employment with the Organization, where allowed by statute;
- B. Where there are reasonable grounds for believing an employee is under the influence of alcohol or drugs;
- C. As part of an investigation of any accident in the workplace in which there are reasonable grounds to suspect alcohol and/or drugs contributed to the accident;
- D. On a random basis, where allowed by statute;
- E. As a follow-up to a rehabilitation program, where allowed by statute;
- F. As necessary for the safety of employees, customers, or the general public where allowed by statute.

All tested employees will be able to receive a copy of the laboratory results that certify the results or the testing done. It is a condition of your employment and continued employment with the Organization that you comply with the Substance Abuse Policy.

[Note: Each state has varying rules regarding when drug testing is allowed. Consult these rules before conducting any drug or alcohol (or AIDS or lie detector) testing. For more information, see the New Hire Package, sold separately.

Additional note for California employers: Although California's Compassionate Use Act permits those with a prescription to use medical marijuana, this law has not been interpreted to

require employers to permit marijuana use at work. If you wish to accommodate such use, the provisions above will need to be modified accordingly.

California employers regularly employing 25 or more employees should add the following paragraph to this Section:]

The Organization will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, so long as this does not pose an undue hardship to the Organization. The Organization reserves the right to refuse to hire or to terminate the employment of any employee who, because of his or her current use of alcohol or drugs, is unable to perform his or her work duties, or cannot perform his or her duties in a manner which would not endanger the employee's health or safety, or the health or safety of others.

4.15. Harassment and Discrimination Policy

The Organization is proud of its work environment in which all employees are treated with respect and dignity. It is our policy that all employees have the right to work in an environment free from any type of illegal discrimination or harassment, including racial and sexual harassment. Any employee found to have engaged in any form of discrimination or harassment, whether verbal, physical, or arising out of the work environment, and whether in the work place, at work assignments off-site, at Organization-sponsored social functions, or elsewhere, is unacceptable and will not be tolerated.

The Organization's general harassment policy is designed to ensure that all individuals can work in an environment that promotes equal opportunities and prohibits discrimination and harassment on any basis, status, or condition protected by applicable federal, state, or local laws.

Remember, the Organization is multi-cultural and we must all be sensitive to and tolerant of the background of others. When in doubt, don't say it or do it.

Sexual Harassment:

For purposes of this policy, sexual harassment is defined as follows:

Unwelcome or unwanted sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when (1) submission to or rejection of this conduct by an individual is used explicitly or implicitly as a factor in decisions affecting hiring, evaluation, promotion, or other aspects of employment; or (2) this conduct substantially interferes with an individual's employment or creates an intimidating, hostile, or offensive work environment.

Examples of sexual harassment include, but are not limited to, unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes, flirtations, advances, or propositions; verbal abuse of a sexual nature; graphic commentary about an individual's body, sexual prowess, or sexual deficiencies, or about sexual topics in general; leering; whistling; touching; pinching; assault; coerced sexual acts; suggestive insulting; obscene comments, gestures, emails, and texts; and display in the work place of sexually suggestive objects or pictures.

Racial Harassment:

For purposes of this policy, racial harassment is defined as all inappropriate conduct and activity taken against an individual because of his or her race and/or national origin.

Examples of racial harassment include, but are not limited to, racial comments, racial jokes or emails or text messages, treatment of an individual differently because of his or her race, and all other activities defined by Title VII of the U.S. Civil Rights Acts of 1964.

If you believe that you have been the victim of sexual or other harassment or discrimination in the work place, you should take the following steps:

- A. Report and discuss the matter with your supervisor.
- B. If you believe your supervisor or manager to be the source or a participant in the harassment, report this to another supervisor or member of management.

The Organization will investigate and attempt to resolve your complaint, as well as take any warranted disciplinary action, as soon as possible. If for any reason you believe this has not occurred within a reasonable period of time, refer this problem to any other supervisor in the Organization, or to the Organization's President.

Retaliation against any individual who makes a good faith complaint, or who cooperates in the investigation of any complaint, is strictly prohibited and should be reported immediately.

For California employers: USE THE DISCRIMINATION POLICIES BELOW FOR SECTION 4.15. AND DELETE THE SECTION 4.15. ABOVE.

[Note: The discrimination policies directly below apply to California employers or five or more employees ("covered employers"); however, even employers with less than five employees may wish to adopt these policies instead of removing them from this manual. For covered employers, these policies must be distributed to each employee and an acknowledgement of receipt obtained, and these must be translated into any language that is the spoken language of at least ten percent

of the workforce at any facility or establishment. Additionally, employers of 50+ employees must provide and document the provision of specific types of discrimination training within six months of being hired or promoted into a supervisor role and at least every two years thereafter.]

4.15. Harassment and Discrimination Policy

[Your Company Name] is proud of our work environment in which all employees are treated with respect and dignity. It is our policy that all employees have the right to work in an environment free from any type of illegal discrimination or harassment, including racial and sexual harassment. Discrimination or harassment, whether verbal, physical, arising out of the work environment, or otherwise, by any employee, supervisor, manager, coworker, or third party such as vendors or customers, and whether in the work place, at work assignments off-site, at Company-sponsored social functions, or elsewhere, of any employee, unpaid intern, volunteers, or contractor or consultant is unacceptable and will not be tolerated.

Our general harassment policy is designed to ensure that all individuals work in an environment that promotes equal opportunities and prohibits discrimination and harassment on the basis of race, religious creed (including religious dress practice), color, national origin, ancestry, physical or mental disability, medical condition (including pregnancy and childbirth), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other status or condition protected by applicable federal, state, or local laws, except where a bona fide occupational qualification applies.

We are a multi-cultural firm and we must all be sensitive to and tolerant of the background of others. When in doubt, don't say it or do it.

Sexual Harassment

For purposes of this policy, sexual harassment is defined as follows:

Unwelcome or unwanted sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature when (1) submission to or rejection of this conduct by an individual is used explicitly or implicitly as a factor in decisions affecting hiring, evaluation, promotion, or other aspects of employment; or (2) this conduct substantially interferes with an individual's employment or creates an intimidating, hostile, or offensive work environment.

Examples of sexual harassment include, but are not limited to, unwanted sexual advances; demands for sexual favors in exchange for favorable treatment or continued employment; sexual jokes, flirtations, advances, or propositions; verbal abuse of a sexual nature; graphic commentary about an individual's body, sexual prowess, sexual deficiencies, or about sexual topics in general; leering; whistling; touching; pinching; assault; coerced sexual acts; suggestive insulting; obscene comments, gestures, emails, and text messages; and display in the work place of sexually suggestive objects or pictures.

Racial Harassment

For purposes of this policy, racial harassment is defined as all inappropriate conduct and activity taken against an individual because of his or her race and/or national origin.

Examples of racial harassment include, but are not limited to, racial comments, racial jokes or emails or text messages, treatment of an individual differently because of his or her race, and all other activities defined by Title VII of the U.S. Civil Rights Acts of 1964.

Reporting and Complaint Process

If you believe that you have been the victim of sexual, racial, or other harassment or discrimination in the work place, you should – and if you are a manager or supervisor who becomes aware of a victim, you must – take the following steps:

- A. Report and discuss the matter with your supervisor, or
- B. If you believe your supervisor or manager to be the source or a participant in the harassment, or simply prefer to report the matter to another person, then report this to another supervisor or member of management or to human resources.

Your report may be in writing or orally. We will investigate and attempt to resolve your complaint impartially and with qualified personnel, document and track the progress of your complaint, as well as take any warranted remedial or disciplinary action, as soon as possible. If for any reason you believe this has not occurred within a reasonable period of time, refer this problem to any other supervisor in the company, or to the Company President. Your complaints and reports on behalf of others will be maintained confidentially, to the extent possible.

Employees may also make a complaint regarding harassment to the California Department of Fair Employment and Housing (DFEH). DFEH, acting as a neutral fact-finder, will investigate the complaint and act accordingly. Remedies available through DFEH include back pay, hiring, promotion, reinstatement, out-of-pocket expenses, front pay, policy changes, training, reasonable accommodation, affirmative relief, actual damages, including damages for emotional distress, and fines against the employer. DFEH can be reached at (800) 884-1684 (within California), (916) 478-7200 (outside California), or on the Internet at <http://www.dfeh.ca.gov>.

Retaliation against any individual who makes a good faith complaint, or who cooperates in the investigation of any complaint, is strictly prohibited and should be reported immediately.

4.16. Performance & Salary Reviews; Provisional Period

Each new, promoted, or transferred employee will be given an oral or written job description that details the requirements and expectations of the new position. Performance reviews will normally be conducted every six (6) months from the date you were hired with the exception of the three (3) month review at the end of your provisional period.

Employee reviews are based on job description and work performance. Wage increases will be based upon reviewing these results as well as the following: Dependability, cooperation, attitude, and any disciplinary actions that have been taken (in addition to the Organization's overall financial condition and success in meeting its goals). Your supervisor will review and discuss with you your hourly wage or salary and your job position and expectations during your review.

During the ninety (90) day provisional period upon first being hired by the Organization, you understand that you will not be considered a regular employee until you have satisfactorily completed this required provisional period of employment, as determined by the Organization management. The purpose of the provisional period of employment is to determine your job satisfaction and to allow the Organization to evaluate your job performance.

During said provisional period, you may or may not be eligible for some of the benefits offered by the Organization to regular employees. The end of the provisional period does not change your employment at will status. Your employment may be terminated before the end of the provisional period.

4.17. Payroll

Nonexempt Employees:

You will be paid for your work on the regularly-scheduled payday in the week following the week in which the work was performed. The Organization shall post a conspicuous notice specifying the regular paydays and the time and place of payment.

Exempt Employees:

You will be paid for your work on the regularly-scheduled paydays of the month commencing the pay period after that in which you begin work. Pay checks are normally issued either once every two weeks, or twice a month, in the Organization's discretion or as required by state law. The Organization shall post conspicuously a notice specifying the regular paydays and the time and place of payment.

All Employees:

Pay checks may be mailed or picked up from the Organization during normal business hours. In the event that a regularly scheduled payday falls on a weekend or holiday, you will receive your pay on the next business day. If a regular payday falls during your vacation, your paycheck will

be available upon your return from vacation, or will be mailed to your home address on file with the Organization. Direct deposit of pay checks may also be available; inquire of your supervisor or human resources representative.

If there is an error in your pay check, notify your supervisor or human resources representative immediately. Every effort will be made to remedy the discrepancy as quickly as possible. If your pay check is lost or stolen, notify your supervisor or human resources contact immediately. A new pay check will be issued after payment has been stopped on the original check. The Organization will not be obligated to indemnify an employee for any monetary loss suffered as a result of a lost pay check if we are unable to stop payment on the original check.

The Organization will deduct Federal Social Security and Income Tax and all other legally required deductions from your payroll check each pay period. Any group insurance premiums will also be deducted from your payroll check each pay period.

[Note: Most states, including California, permit direct deposit only when voluntarily authorized by the employee. A written authorization is preferable and may be required by some state law. A minority of states allow the employer to require direct deposit of paychecks, but in all cases, the choice of where to bank must remain with the employee. For more information on pay period requirements, see the New Hire Package, sold separately.]

4.18. Reporting Absences

In all instances specified in Sections 5.1 through 5.10, as described below, all leave requests and approvals should be made in writing whenever possible.

After three (3) days of unauthorized absence, and if it receives no acceptable explanation, the Organization may assume that you have resigned.

(5) Benefits and Services

Except where required by applicable federal, state, or local law, the benefits provided to employees by the Organization are subject to cancelation or modification at any time. Please communicate with your supervisor or human resources representative if you have any questions concerning the benefits available to you.

5.1. Holidays

The Organization observes – and except in emergency situations, is closed for – the following holidays:

- A. New Year's Day (January 1);
- B. Memorial Day (Last Monday in May);
- C. Independence Day (July 4);
- D. Labor Day (First Monday in September);
- E. Thanksgiving (Fourth Thursday in November); and
- F. Christmas (December 25)

When a holiday falls on a weekend, the Organization will designate the Friday preceding or Monday following as the observed holiday at the discretion of the Organization. Regular full-time employees are paid eight (8) straight time hours for each holiday. Regular part-time employees are paid for holidays based upon the number of straight time hours they are normally scheduled. Temporary and provisional employees are not paid for holidays unless they are specifically requested to work on the designated holiday. For exempt employees, this generally means that there will be no deduction from your usual pay check on account of a holiday occurring during your pay period.

[Note: You may alter this policy to exclude some or all of the above holidays, or to include other holidays, such as Martin Luther King Day, President's Day, Columbus Day, Veteran's Day, or Jewish holidays. Some employers also choose to implement a floating holiday to use, for example, when the day before Thanksgiving or Christmas falls on a Monday or when the day after these holidays falls on a Friday. With few exceptions, an employer is not required to close on, or pay holiday or overtime pay to employees working on, any holiday.]

5.2. Vacation

Nonexempt full-time regular employees are entitled to the following paid vacation schedule per year worked based on length of employment:

Less than one year	No paid vacation time
At least one year but less than 5....	One week of paid vacation
5 years but less than 10.....	Two weeks of paid vacation
Over 10 years.....	Three weeks of paid vacation

Exempt full-time regular employees are entitled to the following paid vacation schedule per year worked based on length of employment, unless a different amount of vacation is provided by your employment contract (if any):

Less than one year	One week of paid vacation
At least one year but less than 5....	Two weeks of paid vacation
5 years but less than 10.....	Three weeks of paid vacation

Over 10 years..... Four weeks of paid vacation

Your requested vacation time must be submitted in writing to your supervisor at least two (2) weeks prior to the anticipated vacation date. Vacation time must be taken in full days only. Every effort will be made by the Organization to accommodate vacation requests; however, circumstances may not permit all requests to be honored.

Employees may, at their option, carry over no more than eighty (80) hours of vacation leave from one calendar year to the next; no additional vacation time will accrue beyond 80 hours until some vacation time is used. Any unused vacation time not carried over at the end of the calendar year may be paid to the employee in straight time earnings. You as the employee are responsible for requesting payment for unused vacation time.

[Note: Generally, employers are not required to provide any paid vacation; if you choose not to, you may replace this Section with a statement that the Organization does not provide paid vacation or modify the amount of vacation provided.]

5.3. Sick Leave

The Organization provides paid sick leave to eligible salaried employees when you are away from work due to illness. Unless approved by the Organization, you will be limited to four (4) sick days per year. Sick days may be used for your own illness or to care for a sick child. If you are unable to work due to illness, you must notify your immediate supervisor directly as soon as possible and by the time you were to report to work.

The Organization permits use of available sick days for absence due to the birth or adoption of a child to an employee.

Industrial accidents and illness are covered by Worker's Compensation Insurance pursuant to the requirements of the laws in the state(s) in which the Organization operates. The sick leave policy outlined above does not apply to those illnesses or injuries that are covered by a worker's compensation policy.

[Note: Generally, employers are not required to provide any paid sick days; if you choose not to, you may replace the first paragraph of this section with a statement that the Company does not provide paid vacation, or that the Company allows a certain number of unpaid sick days per year.

However, there are states that require paid sick leave. If you are doing business in one of those states, and currently have a paid sick leave policy, you can replace the contents in Section 5.3 above with your current policy.]

Additional note for California employers: [Note: Effective July 1, 2015, all California employers are required to provide paid sick days, and ; there are no exceptions for small employers or for part-time employees. The policy above reflects the minimum requirements; you may choose to offer more generous benefits in your discretion. In addition, to avoid keeping track of accrual, employer may instead offer a minimum of three (3) paid sick day to each employee at the beginning of each calendar year or year of employment. The Cities of San Francisco and Los Angeles, have more stringent requirements for a sick leave policy (see <http://sfgsa.org/index.aspx?page=419>) and <http://goo.gl/yufvDY>.]

If your organization is in California, use this provision for section **5.3. Sick Leave**
If you live in San Francisco or Los Angeles, you will need to edit this to accommodate the more stringent requirements of those cities.

[Your Company Name] provides paid sick leave to eligible employees who are away from work due to illness or other permitted reasons. Eligible employees have worked thirty (30) or more days in the current calendar year and have achieved ninety (90) days of employment overall, or have accrued paid sick leave carried forward from the prior calendar year. You will be limited to three (3) paid sick days per calendar year, and any additional permitted sick days will be unpaid. Sick days may be used for your own – or to assist a family member with – diagnosis, care, or treatment of an existing health condition or for preventative care, or for specific purposes if you are a victim of domestic violence, sexual assault, or stalking (see Section 5.10). If you need sick time off, you must notify your immediate supervisor directly as soon as possible and by the time you were to report to work. See Sections 4.4 and 4.18 for notification procedures.

Paid sick leave accrues at the rate of one (1) hour per every thirty (30) hours worked. A maximum of six (6) days of paid sick leave may be accrued and carried forward to future years of employment. A maximum of six (6) days of paid sick leave may accrue, until some accrued time is used.

Industrial accidents and illness are covered by worker's compensation insurance pursuant to the requirements of the laws in the state(s) in which Company operates. The sick leave policy outlined above does not apply to those illnesses or injuries that are covered by a worker's compensation policy.

[Note: Section 5.4.1 is only for California employers; all others should delete this Section. Be sure to remove it from the Table of Contents, as well.

5.4. Pregnancy Disability Leave

Organization employees are allowed up to four (4) months of disability leave for pregnancy when the employee-mother is actually disabled and unable to work. This includes time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth, and related medical conditions. Family medical leave may be taken after the expiration of this maternity leave.

If you wish to take this leave, you must provide the Organization with reasonable notice of the date the leave shall commence and the estimated duration of the leave.

{Note: For California employers of less than five employees, delete the following paragraph.}

For employers of five (5) or more employees, the Organization will continue to provide you with the same level of group health insurance benefits as were provided to you immediately before your leave.]

5.4.1. Donor Leave

[Note: This Section does not apply and should be deleted from this manual for California employers of less than 15 employees. For employers in all other states of any size, either delete the Section (and the reference to it in the Table of Contents) or edit to comply with your state's donor leave law. Be aware that some states require leave for blood, organ, and bone marrow donation, parent-teacher conferences or other school activities, civil defense activities, volunteer fire work, civil air patrol duties, military ceremonies, and/or to domestic violence or other victims of crime.]

Company will annually provide up to thirty (30) days of paid leave for organ donation purposes, and up to five (5) days of paid leave for bone marrow donation purposes. Company requires that you take up to fourteen (14) days of available sick or vacation leave for organ donation, and up to five (5) days of available sick or vacation leave for bone marrow donation, before taking donor leave. You will be paid health benefits during donor leave, will accrue sick leave, vacation pay, and seniority during your leave, and, upon your return, you will be restored to the same or an equivalent position to the one you held before donor leave. You must provide written verification to Company that you are an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

5.4.2. Time Off Relating to Domestic Violence or Sexual Assault

[Note: This Section does not apply and should be deleted from this manual for non-California employers. For employers in all other states of any size, either delete the Section (and the reference to it in the Table of Contents) or edit to comply with your state's leave law for domestic violence or other victims of crime (if any).]

You are allowed unpaid time off work to obtain, or to attempt to obtain, any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure your or your child's health, safety, or welfare if you or your child are a victim of domestic violence, sexual assault, or stalking, or to appear at a court proceeding where your rights as a victim of a crime specified in California Labor Code Section 230.5 are at issue, and to seek medical treatment, psychological counseling, shelter or crisis center assistance, and/or safety planning related to domestic violence, sexual assault, or stalking.

You may choose to use paid sick leave or vacation time if you wish to be paid for your time away from work related to domestic violence or sexual assault. Your personnel records with regard to time off from work as a result of being a crime victim are treated as confidential by Company.

[Note: The following provisions do not apply and should be deleted from this manual for California employers of less than 25 employees, and all employers in other states.]

If you are a victim of domestic violence, you may also take paid sick leave or unpaid time off from work to attend to the following, and we will not discriminate against you for doing so:

- A. To seek medical attention for injuries caused by domestic violence or sexual assault;
- B. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence or sexual assault;
- C. To obtain psychological counseling related to an experience of domestic violence or sexual assault; or
- D. To participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including permanent or temporary relocation.

5.5. Bereavement Leave

The Organization allows three (3) days off each year without pay for a death in your immediate family. Immediate family is defined as parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, grandparents, and grandchildren. For unusual circumstances you may request up to two (2) additional days; however, these additional days must be approved by your supervisor in advance.

Bereavement leave for the death of anyone other than an immediate family member will require prior approval from your immediate supervisor. Bereavement leave for such a death is generally limited to two (2) days per year. You may use vacation time to take additional days off, or to receive pay for bereavement leave.

[Note: Generally, no funeral or bereavement leave is required, or employees can be required to use vacation time, if any, for funeral or bereavement leave. You may alter the policy above accordingly.]

5.6. Jury Duty; Witness in a Trial

The Organization will provide you with time off work if you have been assigned jury duty or are appearing in court as a witness pursuant to a subpoena or court order.

For non-exempt employees, time off for jury duty or to serve as a witness shall be unpaid, except to the minimum extent required by applicable state law.

Exempt employees shall receive their usual salary for any week during which they are away from work to perform jury duty or serve as a witness in a trial for less than the entire week, less the amount paid for such service, if any, which shall be deducted from the usual salary (and the employee shall cooperate to provide the Organization with information relating to the amount paid for jury or witness duty). Any week during which you are away from work the entire week shall be unpaid, except to the minimum extent required by applicable state law.

You may choose to use their vacation time if you wish to be paid for otherwise unpaid time away from work while performing jury or witness duty and you have accrued vacation time to use. In all cases, you will retain any other benefits you had prior to this time. You must provide their immediate supervisor with a copy of the jury summons or other court order as soon as possible after it is received.

5.7. Time Off For School Activities

Unpaid time off, up to a maximum of sixteen hours (16) hours each year is available to all employees for attending school conferences and activities, and preschool activities which cannot be scheduled during non-working hours. When leave cannot be scheduled during non-working hours and the need for the leave is foreseeable, you must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the Organization's operations.

[Note: Generally, this leave is not required; check your state law if you wish to delete this Section.

California employers of 25 or more employees should use the following paragraph instead of the one above for this Section:]

Unpaid time off, up to a maximum of forty hours (40) hours each year, not to exceed eight (8) hours in any one month, is available to all employees who are parents, guardians, or grandparents having custody of one or more children in kindergarten through grade 12, or in a licensed day care facility, to participate in activities of the school or day care facility. Additional time off is available for the purpose of attending school if you are the parent or guardian of a student who has been suspended. When leave cannot be scheduled during non-working hours and the need for the leave is foreseeable, you must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the

Organization. You must exhaust any available vacation time before taking unpaid leave for this purpose.

5.8. Personal Time Off – Brief Periods

There may be an occasion when you need a short period of unpaid time (less than two hours) during your regular work schedule to attend to personal matters, such as closing on a home loan, obtaining transportation after an auto accident, coping with a family emergency, etc. The decision to grant any personal time off is at the discretion of the Organization and must be requested prior to taking the time off. You may also choose to schedule the entire day off as a vacation day.

[Note: Some states require additional leave for certain specified purposes (see the notes on Section 5.4.2). It is a good idea to familiarize yourself with the leave policies of the state(s) in which your Organization operates.]

5.9. Time Off For Voting

You will be allowed a reasonable period of time off to vote in case you are unable to vote before or after your regular working hours if your work hours would make it difficult or impossible to vote otherwise.

[Note: There is no federal law on this issue. Some states, including California, require employers to provide enough time off for an employee to vote, if the employee cannot vote during off hours.

Additional note for California employers: Delete the paragraph above and instead use the text below. Note that these provisions are mandated by California law. California employers must also post a workplace notice regarding time off for voting not less than ten days before every statewide election.]

You will be allowed a reasonable period of time off with pay (two hours maximum) to vote in case you are unable to vote before or after your regular working hours. Generally, this time off shall be at the end or beginning of your work shift only and shall be requested at least three working days in advance.

5.10. Military Service

The Organization will allow time off work without pay for employees in the National Guard or military reserves who take approved leave for training purposes.

Non-exempt employees shall not receive pay for this leave, except to the minimum extent required by applicable state law.

Exempt employees shall receive their usual salary for any week during which they are away from work for temporary military duty for less than the entire week, less the amount paid for such service, if any, which shall be deducted from the usual salary (and the employee shall cooperate to provide the Organization with information relating to the amount paid for the temporary military service). Any week during which an exempt employee is away from work the entire week shall be unpaid, except to the minimum extent required by applicable state law.

You may choose to use your vacation time if you wish to be paid for otherwise unpaid time away from work while performing military service. In all cases, you will retain any other benefits you had prior to this time. Employees must provide their immediate supervisor with a copy of their deployment orders as soon as possible after they are received.

[Note: The following provision is for all California employers only. Non-California employers should delete it and the remainder of the provisions below in this Section.]

Employees in the Naval Militia are additionally eligible for the leave described in this Section.

[Note: The following provision regarding volunteer firefighters is for employers of 50 or more California employees only.]

Volunteer firefighters may take temporary leaves of absence up to fourteen (14) days per year for fire or law enforcement training.

[Note: The following provision regarding Civil Air Patrol volunteers is for employers of 15 or more California employees only.]

Volunteer members of the California Wing of the Civil Air Patrol may also take temporary leaves of absence up to ten (10) days per year to respond to an emergency operational mission.

[Note: The following provision regarding military spouse leave is for employers of 25 or more California employees. Note that this type of leave does not count against the employee's 12- or 26-week leave entitlements under the FMLA or CFRA.]

Employees who work at least twenty (20) hours per week and are spouses of individuals in the military may take up to ten (10) days per year of unpaid leave from work while the military spouse is on leave from active duty deployment in an area of military conflict. You must notify us of your intention to take leave within two (2) business days of receiving notice of the leave.

5.11. Health/Life Insurance

The Organization makes health and/or life insurance available to eligible employees and their eligible family members. The Organization contributes to the cost of the premiums for the group benefits, with the employee sharing the remaining cost.

Unless otherwise provided in a written employment agreement, eligible employees are all regular full-time employees who have completed one hundred twenty (120) calendar days of employment. Please contact human resources for more information and details on any health or life insurance plans that are being offered.

[Note: These benefits are not generally required to be provided and can be deleted or modified; however, the Patient Protection and Affordable Care Act (PPACA or “Obamacare”) requires employers of 50 or more employees to provide health insurance to employees working 30 or more hours per week or pay a \$2,000 per employee fine. PPACA permits a 90-day maximum probationary period before covering a new employee under the employer’s group health insurance plan; however, California law only allows a 60-day maximum waiting period.]

5.12. Continuation of Medical Benefits/COBRA Insurance

The Federal Consolidated Budget Reconciliation Act (COBRA) is the legislation that provides employees and their covered dependents the right to continue their group health care coverage after a qualifying event. COBRA legislation applies to employers with twenty (20) or more employees and this Section shall apply when the Organization meets or exceeds this threshold.

Upon termination from the Organization for any reason other than gross misconduct, an employee has the right to continue group medical coverage at group rates as long as the employee pays the required monthly premium.

COBRA gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Organization’s health plan when a “qualifying event” would normally result in the loss of eligibility.

Under COBRA, you will usually pay the full cost of coverage at group rates plus an administration fee. The Organization will provide you with a written notice describing rights granted under COBRA when you become eligible for coverage under the Organization’s health insurance plan.

[Note: Some state laws permit continuation of group health benefits beyond the parameters required by COBRA. California employers should add the following paragraph to this Section:]

Similar legislation (Cal-COBRA) applies to California employers of two (2) to nineteen (19) employees, and the Organization will provide you with a written notice describing rights granted

under Cal-COBRA when you become eligible under the Organization's health insurance plan. Any such notice may be combined with any notice required under COBRA.

5.13. Worker's Compensation

The Organization is committed to meeting its obligations under applicable workers' compensation acts which provide medical, rehabilitation, and wage-replacement benefits to individuals who sustain work-related injuries or illnesses while working. All work-related accidents, injuries, and illnesses must be reported immediately. Your failure to promptly report an accident, injury, or illness may result in the loss of coverage under workers' compensation insurance.

5.14. Retirement Plans

Under the Employee Retirement Income Security Act of 1974 (ERISA), employees may have the opportunity to participate in a retirement or other savings plan that allows employees to save for their retirement.

Contact human resources for information and details on any retirement or other savings plans that are being offered and to determine your eligibility.

(6) Separation from Employment

6.1. Layoff And Recall

There may be occasions when it becomes necessary for management to reduce staff at the Organization. On such occasions, the Organization will make decisions on the basis of its needs related to employee job functions and their performance. Your supervisor or other Organization representative will speak to you personally about your employment status as needed.

[Note: The federal Worker Adjustment and Retraining Notification ("WARN") Act and similar state laws in some states impose restrictions on mass layoffs and plant closings, effectively altering the at-will employment relationship to some degree. The federal WARN Act is applicable only to employers with 100 or more full-time employees and applies to layoffs and plant closing affecting 50 or more employees, but state laws may impose a lower threshold.

Additional note for California employers: California's Cal-WARN Act applies to employers of 75 or more full- or part-time employees. For more information, see http://www.edd.ca.gov/jobs_and_training/layoff_services_warn.htm .]

6.2. Resignation - Termination of Employment by the Employee

As an at-will employee not subject to an employment contract, you may choose to end your employment with the Organization at any time, with or without good cause.

You are requested to submit a notice of resignation in writing to your supervisor at least two (2) weeks prior to the date you intend your resignation to take effect, to assist the Organization in planning for your departure.

6.3. Dismissal - Termination of Employment by the Employer

As an at-will employee not subject to an employment contract, the Organization is entitled to terminate your employment at any time and for any reason or for no reason at all, regardless of your work performance or compliance with the rules set forth in this Manual.

[Note: California employers should add the following paragraphs to this Section. All other employers should delete the following paragraphs:]

Your final pay check will be provided to you on your last day of work, including pay for all accrued unused and unpaid vacation time. Final paychecks will not be issued by direct deposit. Any expense reimbursements or sales commissions due will be paid on the Organization's normal schedule.

Upon a change of employment status, whether termination, leave of absence, or switching from an employee to independent contractor relationship, the Organization will provide you with a written notice providing (a) the Organization's name, (b) your name and social security, (c) the type of change in employment status, and (d) the effective date of the change. The Organization is not required to specify the reason for the employment status change.

If the change in status is because the Organization has terminated, laid off, or placed an employee on a leave of absence, then the Organization shall provide to the employee a copy of the Employment Development Department pamphlet DE 2320, "For Your Benefit, California's Program for the Unemployed".

6.3.1. Automatic Dismissal

The commission of any offense considered serious enough by the Organization's management, without limitation to those outlined below, will, except in extraordinary circumstances in the sole discretion of Organization management or otherwise prohibited by law, be followed by the immediate dismissal of that employee:

- A. Making false statements or omitting pertinent facts on an employment application or in an employment interview;

- B. Threatening, assaulting, fighting with, or harassing another employee or anyone else encountered during work or on Organization premises;
- C. Stealing, abusing or misusing, or deliberately damaging the Organization's or other employees' property, including intellectual property such as trademarks and copyrights;
- D. Disclosing or selling the Organization's confidential information or trade secrets;
- E. Possessing a weapon at work;
- F. Working or operating the Organization's vehicles under the influence of alcohol, narcotics, or other drugs, unless the drug was prescribed for the employee by a physician;
- G. Falsifying or destroying the Organization's documents or computer files;
- H. Conviction of a felony offense and/or imprisonment affecting Company's legitimate business interests;
- I. Taking unauthorized leave or failing to show up at work for more than three (3) consecutive days without notifying a supervisor; and
- J. Transporting unauthorized passengers in Organization vehicles.
- K. Making false claims or promises about the Organization or the tax deductibility of any contribution or providing unauthorized legal or tax advice to any donor or potential donor.

Civil and/or criminal penalties or prosecution may also apply.

6.4. Exit Interview

Upon the termination of your employment, voluntarily (by you) or involuntary (by the Organization), with or without cause in both cases, a representative of the Organization may choose to have an exit interview with you.

During any such interview, you will be informed whether you are entitled to certain post-termination benefits such as nonvested retirement benefits and credits that may be due, full or pro-rated vacation pay, and other post-employment related matters.

Upon termination, you shall immediately return all files of any kind, keys, tools, and any other materials or confidential information whatsoever that are the property of the Organization.

Unless otherwise prohibited by applicable state or federal law, final settlement of your pay will not be made until all property owned by the Organization is returned in satisfactory condition. The cost of replacing any items not returned will be deducted from your final paycheck, or, if this is not possible, due to legal restrictions or otherwise, legal action may be taken to recover any property or monies due to the Organization.

[Note: Exit interviews are not required; you may delete the first two paragraphs of this Section if you do not intend to schedule such interviews. There will still be notices that you are required to give to employees upon their termination, however. See our Termination Package, sold separately, for information and forms for use with a termination, including information regarding exit interviews.]

7. Communication Policy

Any questions with respect to any of the provisions of this Employee Manual should be addressed to your immediate supervisor or human resources representative.

You are entitled to express your point of view on work-related matters in a constructive manner, as well as to make any productive suggestions in any of the communication avenues available within the Organization at appropriate times and places.

We have supplied a separate copy of the Acknowledgement Form below.

Please be sure to sign, date, and return this form to your supervisor after reading this Employee Manual; doing so is a prerequisite for employment with [The Organization].

Also attached is an Employee Checklist for you to complete and return along with your Acknowledgement Form.

Thank you, and we look forward to having you as an employee!

Acknowledgement Form

[**Important Note:** Requiring that new employees sign an acknowledgement form could possibly prevent later claims of ignorance of your organization's policies. You should seriously consider keeping a file containing one copy of each policy that has been in effect since the distribution of the first employee manual. A copy of each memo that was ever posted or distributed should be kept with all Acknowledgments that are returned by your employees and kept in the organization's personnel files.]

This Employee Manual has been prepared for your understanding of the policies, practices, and benefits of [The Organization]; it is important to read this entire Manual. The Organization reserves the right to make changes at any time without notice and to interpret these policies and procedures at the discretion of the Organization. This Employee Manual supersedes all prior manuals and previously-issued policies.

After you finish reading this Employee Manual, please sign, date, and return this Acknowledgement Form and the acknowledgement on the cover page within seven (7) days of your receiving the Employee Manual. Make a copy of these pages for your records before submitting them.

You agree to keep this Manual in your possession during your employment and to update it whenever new information is provided to you. You acknowledge that this Manual remains the property of the Organization and must be returned immediately upon request, or upon the termination of your employment.

By signing below, you acknowledge that you have read and understood the policies outlined in this Employee Manual. You agree to comply with the policies contained in this Manual and to read and understand any revisions to it and be bound by them. You understand this Manual is intended only as a general reference and is not intended to cover every situation that may arise during your employment. This Manual is not a full statement of the Organization's policies. Any questions regarding this Manual can be discussed with your supervisor or human resources representative.

You acknowledge that this Manual is not intended to create, nor shall be construed as creating, any express or implied contract of employment for a definite or specific period of time between you and the Organization or to otherwise create express or implied legally enforceable contractual obligations on the part of the Organization concerning any terms, conditions, or privileges of employment. If you are subject to a written employment agreement, and any terms of that agreement conflict with this Manual, your employment agreement shall control.

Employee name (print legibly)

Employee signature

Employee Badge or ID Number

Date

TO BE FILED IN EMPLOYEE'S PERSONNEL RECORDS

Employee Checklist

First Name _____

Middle Name _____

Last Name _____

Social Security No. _____

Home Address _____

Phone Number _____

Work Address _____

Phone Number _____

Department _____

Job Title _____

Supervisor's Name _____

Starting Pay _____

Pay Period _____

Shifts _____

Notes _____

TO BE FILED IN EMPLOYEE'S PERSONNEL RECORDS