PRINTING INDUSTRIES OF CALIFORNIA

*-Human Resources-*

**Company Policies and Procedures**

2020

**PREFACE**

**Purpose of This Sample:** This sample Company Policies and Procedures handbook been produced as a guide for companies with 15 or fewer employees.

Over the years, Printing Industries of California (PIC) has published sample employee handbook language covering basic employment policies and procedures. Members have used this language as a guide in creating written policies and procedures covering their Company’s employment practices and philosophies.

This publication, like others before it, does not claim to be all-inclusive or a final product. New State and Federal laws and legal decisions will require this sample to be updated, along with the Company's employee handbook, to reflect these changes. Consequently, a publication such as this sample must be flexible and open ended to accommodate these differences in employment practices and philosophies. It should also be remembered that certain cities and counties may have passed more stringent requirements in certain areas such as, for example, sick leave. This handbook does not incorporate city and county regulations/laws, other than certain ones in San Francisco.Please consult legal counsel to ensure you have a complete listing of all applicable policies in your area.

Although PIC has attempted to provide language in this sample that it believes has a sound legal basis, it may be advisable for the Company to have its labor and employment attorney review their final handbook before distribution of that handbook to its employees

**Key:**

1. **Accompanying Reference Document - Editor’s Notes:** This document **p**rovides rationale/guidance regarding a specific policy. In the text below, wherever you see this term, there is further information on the subject under review. It is important that you review these notes and policies when revising the Employee Handbook.
2. **Special Directions for Some Policies**: The following directions are in the text below for various policies to assist the Company in putting together the handbook.
3. **(Option)- Gives choices on policy selections.**
4. **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)- Indicates the needs to fill in the blank.**
5. **<Optional Policy)>- Advices the company of policies that are optional**

**The Special Directions insertions (all those color coded) should be deleted when creating the Company’s employee handbook.**

(This is a template for the “Title Page”)

NAME OF COMPANY

COMPANY ADDRESS

PHONE NUMBER

DATE ISSUED

It is your responsibility and obligation to understand this Employee Handbook and its policies. If you cannot understand English, it is your obligation to have it translated. **[Editor’s Note]**

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**INTRODUCTION**

This is your employee handbook. It was prepared for you to help you better understand what you can generally expect from **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**. This handbook replaces any and all earlier personnel or employee handbooks, policies and procedures, benefit statements, and memoranda, whether written, oral or established by practice.

The information in this handbook is important to all of our employees. Read the manual now and keep it in a convenient place. You will want to refer to your handbook when you have questions about Company policies and benefits.

Naturally, you won’t find answers to all your questions in the handbook. It is neither a law book nor a catalog of personnel policies. In preparing this handbook, we have attempted to present a summary of some of the more important policies. No written statement, no matter how complete, can be a substitute for direct daily contact with your immediate supervisor.

You are urged to check with your supervisor or **(*\_\_\_\_\_\_\_\_\_\_\_\_\_*\_\_)** for complete information on employee policies and benefits. If your supervisor or **(\_\_\_\_\_\_\_\_\_\_\_\_\_)** doesn’t have an immediate response to your question, he or she will get the information you seek and pass it along to you promptly.

Circumstances will obviously require that the policies, practices and benefits described in the handbook, other than the employment at-will policy, will change from time to time. The Company reserves the right to amend, modify, rescind, delete, supplement or add to the provisions of this handbook, other than with regard to the employment at-will policy, as it deems appropriate from time to time in its sole and absolute discretion. The Company will attempt to provide you with notification of any changes as they occur.

Due to the nature of the Company's business, its customers, and other needs, the employment relationship is, and is intended to be, at will. This Handbook contains the entire agreement between you and the Company as to the duration of your employment and the circumstances under which your employment may be terminated. Nothing contained in this or any other materials generated by the Company or its employees, or any statement made by any employee of the Company shall require the Company to have "just" or "good cause" to terminate the employment relationship or to change the terms and conditions of your employment. Notwithstanding any disciplinary procedures or Company rules or regulations, either you or the Company may terminate the employment relationship at any time, for any reason, with or without cause or prior notice. Further, the Company can demote, transfer, suspend or otherwise discipline an employee at will in its sole and absolute discretion. Nothing in this Handbook, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued or indefinite employment or employment for a specific term, in a specific position, or at a specific rate of pay.

Even if another provision in this Employee Handbook or any other document seems to provide for continued employment or an exception to this at-will rule, this provision for at-will employment shall control. Indeed, if necessary to ensure that at-will employment, without exception, controls the employment relationship, this provision will be considered to invalidate any such contrary term, provision or agreement. As such, there will be no agreement, express or implied, between you and the Company for any specific period of employment, for continuing or long-term employment, or for employment under certain conditions, unless it is in writing, signed by the (Option: President or General Manager) of the Company.

**STARTING THE EMPLOYMENT RELATIONSHIP**

**Employment Applications****(Optional Policy) [Editor’s Note, Suggested Language]**

**Reference Checks** **(Optional Policy) [Editor’s Note, Suggested Language]**

**Background Checks and Consumer Reports (Optional Policy) [Editor’s Note, Suggested Language]**

**Employee Classifications**- You will be advised of your employee classification at the time of hire, promotion, transfer, or if any other change in your position with the Company occurs. Since all employees are hired at-will for an unspecified duration, assignment to any of these classifications does not guarantee employment for any specific length of time.

 **Full-Time Employees-** are those normally scheduled for 40 hours of work per week.

**Part-time employees**- are those regularly scheduled to work less than 40 hours of work per week. Part-time employees are not eligible for Company fringe benefits except as may be required by law.

**Casual Employees -** are those who are hired on that basis and work for a special job and/or a limited period of time. Such employees are not eligible for Company fringe benefits except as may be required by law. **[Editor’s Note]**

**Non-Exempt Employees (Optional Policy) [Editor’s Note, Suggested Language]**

**Exempt Employees (Optional Policy) [Editor’s Note, Suggested Language]**

**Independent Contractors** **(Optional Policy) [Editor’s Note, Suggested Language]**

**Immigration Reform and Control Act**- The Immigration Reform and Control Act requires that all individuals pass a verification procedure, including the completion of an “Employment Verification Form (I-9)”, before they are permitted to work. This verification procedure requires that all new employees provide satisfactory, evidence of identity and legal authority to work in the United States that comply with the requirements of the Immigration law. [Editor’s Note]

If an employee has provided documentation having an expiration date, updated documentation specified by Federal law must be given to the Company before this expiration date.

**DISCRIMINATION, HARASSMENT, VIOLATION OF THE LAW**

**Non-Harassment Policy**- The Company is committed to maintaining a work environment that is free of prohibited harassment and retaliation based on race, color, creed, sex (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), gender (which includes gender identity and expression), transgender status and/or transitioning status, age, sexual orientation, national origin, citizenship, ancestry, religion (which includes all aspects of religious belief, observance, and practice including religious dress and grooming practices), marital status, military service/veteran status, physical or mental disability, genetic information, medical condition (which includes genetic characteristics, cancer or a record or history of cancer), employees who hold or present a driver’s license issued under section 12801.9 of the Vehicle Code, employees requesting an accommodation of a disability or religious belief, [for employers with 100 or more employees, must also list: employees receiving public assistance],or any other legally protected class (collectively referred to as “protected classifications” or “protected class”).

The Company also prohibits harassment based on the perception that someone is a member of a protected class or is associated with a member of a protected class. Consistent with state and federal law, reasonable accommodation will be provided to qualified applicants and employees with disabilities, for pregnant employees, and/or to accommodate religious practices of employees, unless doing so would result in an undue hardship. These protections against, and prohibitions on engaging in, harassing or retaliatory conduct prohibited by law apply to all employees with whom another employee comes into contact including coworkers, supervisors and managers, third parties, and also unpaid interns, volunteers, or persons performing services pursuant to a contract as defined by law.

Harassment includes unwelcome verbal, written, physical, visual or other conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with an employee’s work performance. In the case of sexual harassment, such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee’s work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and may include, but is not limited to, the following when based upon an employee’s protected status: slurs, jokes, statements, gestures, assault, impeding or blocking another’s movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone’s “personal space,” foul or obscene language, leering, stalking, staring, unwanted or offensive letters, poems, offensive email or voicemail messages.

Sexual Harassment includes unwanted sexual advances, requests for sexual favors, graphic, verbal or physical conduct of a sexual nature. Sexual harassment may occur between members of the same or opposite sex. Further, harassment based on a person’s sex is not limited to instances involving sexual behavior. That is, harassment on the basis of sex may occur without sexual advances or sexual overtones when conduct is directed at individuals because of their sex. This is often referred to as sex or gender harassment, and violates this Policy.

The following is a partial list of prohibited types of offensive behavior which could constitute sexual harassment:

1. Unwanted sexual advances;
2. Offering employment benefits in exchange for sexual favors;
3. Making or threatening reprisals after a negative response to sexual advances;
4. Visual conduct, including leering, making sexual gestures, displaying of sexually

 suggestive objects or pictures, cartoons, or posters;

1. Verbal conduct, including making or using derogatory comments, epithets, slurs,

 and jokes;

1. Verbal sexual advances or propositions;
2. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's

 body, sexually degrading words used to describe an individual, suggestive or obscene

 letters, notes, or invitations;

1. Physical conduct, including touching, assault, impeding or blocking movements.

9. Managers and supervisors are prohibited from providing favorable treatment to
employees with whom they are involved with in a consensual sexual relationship

10. All employees are prohibited from using nicknames or terms of endearment with a racial or sexual orientation, or based on any characteristic protected by law.

Regardless of whether the action occurred on or off Company premises, if you believe that you have been harassed by a co-worker, supervisor, agent, vendor or customer, or if you believe that another employee has been harassed, you have a duty to promptly report the facts of the incident or incidents, and names of the individuals involved, to Human Resources.(Option:supervisor other than the employee’s direct supervisor). You may also make a report directly to your immediate supervisor, but are not required to do so. Any supervisory or managerial employee who receives such a complaint must promptly report it toHuman Resources.(Option**:** President or other senior level management).Employees may make complaints either verbally or in writing. Please note that no special form is required. Complaints will be designated as confidential to the extent possible.

When the Company receives allegations of harassment, the Company will conduct a fair, timely and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The matter will be investigated by impartial, qualified personnel. Confidentiality will be maintained to the extent possible. It is the obligation of all employees to cooperate fully in the investigation process. The Company will document and track the investigation for reasonable progress. Based upon the Company’s conclusions from the investigation, which conclusions will be communicated in a timely manner to the primary parties involved as determined by the Company, the Company will take appropriate corrective and disciplinary action to remedy the situation and resolve the matter. Corrective action may include, for example, monitoring of the interaction, reassignment or transfer, training or referral to counseling, or other action to remedy the actions of the alleged harasser. Disciplinary action may range from a verbal or written warning to termination of employment, depending on the circumstances. Further, an employee who harasses a co-employee may be personally liable for the harassment.

Retaliation against any employee for reporting or opposing harassment or who in good faith uses the internal complaint procedure or any external complaint procedure described in this policy, for assisting in the investigation of such a complaint, or for otherwise participating in such an investigation is strictly prohibited.

If any employee believes that the above procedure has not resolved his or her situation, that employee may contact the California Department of Fair Employment and Housing (DFEH) at (800) 884-1684 to determine the location of the branch of the DFEH that is nearest to the employee to file a claim within one year of the date that the harassment occurred. The DFEH serves as a neutral fact-finder and will attempt to assist the parties to voluntarily resolve their dispute. No action will be taken against any employee in any manner for opposing harassment or for filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by the DFEH or the FEHC with respect to harassment. The Employee may also contact the US Equal Employment Opportunity Commission to file a complaint.

As part of the Company’s commitment to provide a harassment free workplace, the Company provides and requires training for all employees on sexual and all other forms of prohibited harassment, as well as “abusive conduct” at least once every two years. While it is nearly impossible to prevent all employee conflict in any business, we believe that training our management staff how to recognize and prevent harassment goes a long way to eliminating it in our workplace altogether. **[Editor’s Note]**

**Equal Employment Policy-** The Company is an equal opportunity employer and makes employment decisions, on the basis of merit and other legitimate business reasons. We want to have the best available people in every job. Therefore, the Company does not discriminate, and does not permit its employees to discriminate against other employees or applicants because of race, color, creed, sex (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), gender (which includes gender identity and expression), transgender status and/or transitioning status, age, sexual orientation, national origin, citizenship, ancestry, religion (which includes all aspects of religious belief, observance, and practice including religious dress and grooming practices), marital status, military service/veteran status, physical or mental disability, genetic information, medical condition (which includes genetic characteristics, cancer or a record or history of cancer), employees who hold or present a driver’s license issued under section 12801.9 of the Vehicle Code, employees requesting an accommodation of a disability or religious belief or any other characteristic protected by local, state or federal law. **[Editor’s Note]**

**REASONABLE ACCOMMODATION**

**Disability Accommodation**- The Company will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment or employee, unless undue hardship would result or as otherwise exempt by law. Any applicant or employee who requires accommodation in order to perform the essential functions of a job should contact **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.)** The applicant or employee should advise the Company what accommodations he or she believes are needed in order to perform the job. Together with the applicant or employee, the Company will engage in an interactive process to determine effective, reasonable accommodations, if any. Medical substantiation of the requested accommodation may be required. If such an accommodation is reasonable and will not impose undue hardship upon the Company, constitute a direct threat to the health or safety of the employee or of others, or is not otherwise excepted by law, the Company will make the accommodation. Among other exceptions, the Company is not required to accommodate an employee if the requested accommodation requires the use of medical marijuana. Regardless of whether an accommodation is granted, an employee will not be subject to discrimination or retaliation for requesting an accommodation of a disability.

The Company also reserves its right to require an employee to undergo a fitness for duty medical examination, at the Company’s expense, if the Company believes or suspects that the employee may not be able to perform the essential duties of the job. In such an instance, the Company will so advise the employee, in writing, of the need for the examination. Depending on the situation, the Company reserves the right to suspend employment pending the results of the examination.

**Pregnancy Accommodation-** A pregnant employee may request a reasonable accommodation of her condition. You must timely provide a medical certification from your health care provider of the medical need for your reasonable accommodation or transfer. [Editor’s Note] The Company has an obligation to transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy. The Company also has an obligation to reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as, for example, temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks). If a transfer can be reasonably accommodated, a pregnant employee will be transferred for the duration of her pregnancy.However, the Company will not undertaketocreate additional employment that the Company would not otherwise have created to meet its own business needs.The Company will not be required todischarge any employee, transfer any employee with more seniority than the pregnant employee, or to promote any employee who is not qualified to perform the job. Upon transfer, an employee will receive the salary and benefits, which are regularly provided to employees in the position to which the employee has transferred. To receive reasonable accommodation or to obtain a transfer, you must give your employer sufficient notice for your employer to make appropriate plans – 30 days’ advance notice if the need for the reasonable accommodation or transfer is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable. Please note that if you fail to give your employer reasonable advance notice or written medical certification of your medical need, the Company may be justified in delaying your reasonable accommodation or transfer. Pregnancy disability leave rights are contained in a different policy entitled Pregnancy Disability Leave of Absence. Regardless of whether an accommodation is granted, an employee will not be subject to discrimination or retaliation for requesting an accommodation of a disability.

**Lactation Accommodation-** For employees who wish to express breast milk at work, the Company will provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in privacy.

**Accommodation of Religious Dress and Grooming-** The Company will reasonably accommodate the religious dress and grooming practices of employees (similar to accommodation of other religious practices), unless it would create an undue hardship. Regardless of whether an accommodation is granted, an employee will not be subject to discrimination or retaliation for requesting an accommodation of a disability.

**Service Animals (Optional Policy) [Editor’s Note]**

**COMMUNICATIONS**

**Bulletin Board** **Bulletin Board** - The bulletin board has notices required by law, company announcements, memoranda and similar material. This bulletin board is provided to keep you informed of events important to all of us. You should examine it frequently. If a notice appearing on the bulletin board is not clear, or if you wish further information about it, ask your supervisor or **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**. The bulletin board is reserved for company business and no one other than management is authorized to post or remove any material from it.

**CONFIDENTIALITY AND CONFLICT OF INTEREST**

**Non-Fraternization** **(Optional Policy) [Editor’s Note, Suggested Language]**

**Employment of Relatives (Optional Policy) [Editor’s Note, Suggested Language]**

**Personal Involvement** **(Optional Policy) [Editor’s Note, Suggested Language]**

**Outside Employment**- The Company has no desire to regulate what employees do with their own time outside work hours. However,employees may not have outside employment that constitutes a conflict of interest with their employment with the Company. Outside employment must not interfere with the demands of the employee’s job (including overtime, if any) or diminish or impair an employee’s capacity to fulfill their duties, obligations and responsibilities to the Company.

**Customer Property**- Work being performed for our customers is their property and may be confidential. The removal of any samples of work in process, finished goods, spoiled sheets, or any other materials or supplies from the premises may place the Company in an embarrassing position with the customer, and may possibly lead to the loss of the customer’s business and/or legal complications. The removal of any such property for any reason other than for approval by the customer is not to occur without prior approval of management.

**Anti-Blogging Policy-** Employees are prohibited from engaging in web logging or "blogging" during working time or while using Company equipment unless the nature of their duties require such communications with clients/customers or other employees. Employees "blogging" (including but not limited to use of Myspace, Facebook, Blogspot, Friendster, or LinkedIn) while not on working time and while not using Company equipment are reminded that they must adhere to the Company's confidentiality policy and that they must avoid the disclosure of trade secrets or other information regarding the Company or any of its owners, managers or employees which would constitute trade libel or defamation. Expect that if you publish something anywhere online, the Company or your co-workers will see it.

Employees should realize that nothing in this Handbook or in this policy is intended to prevent them from freely discussing their own wages, hours, or working conditions, including in the context of social media.

**Confidentiality and Non-Disclosure**- **[Editor’s Note]** The Company may provide and make available certain information to you regarding our business and our clients’/customers’ business, including without limitation:

1. Various sales and marketing information;
2. Actual and potential customer and lead names, addresses, telephone numbers, and specific characteristics;
3. Mailing labels;
4. Sales report forms;
5. Pending projects or proposals;
6. Methods of production (including quality control and packaging);
7. Business plans and projections, including new product, facility or expansion plans;
8. Pricing information (such as price lists, quotation guides, previous or outstanding quotations, equipment prices, or billing information);
9. Estimating programs and methodology;
10. The techniques used in, approach, or result of any market research;
11. Advertising sources;
12. Financial information of the Company or of our clients’/customers’ companies;
13. Customer information reports;
14. Mailing plans and programs; and
15. All known employment contract language or terms, except for salary. **[Editor’s Note]**

Whether written or verbal, or contained on computer hardware or software, disk, tape, microfiche or other media, or in any electronic or digital form (“Information”), this Information is of substantial value, highly confidential and is not known to the general public. It is the subject of reasonable efforts to maintain its secrecy, constitutes the professional and trade secrets of the Company or our clients/customers, and is being provided and disclosed to you solely for use in connection with your employment by the Company.

**PERFORMANCE IN THE COMPANY**

**Performance Evaluations (Optional Policy) [Editor’s Note, Suggested Language]**

**HOURS OF WORK/WORKING CONDITIONS**

**Hours of Work**- The hours of work and workweek, for both plant and office personnel are generally as outlined in this policy and the overtime policy in this Handbook. However, management may alter or change the workday and workweek, for greater efficiency, to meet changing customer needs and services or for any other business-related reason.

**Production Personnel:** 1st shift hours are generally from **(\_\_\_\_)** a.m. to **(\_\_\_\_)** p.m., Monday through Friday, regularly scheduled 8 hours per shift, 40 hours per week, with at least a one-half hour duty-free meal period and duty-free rest periods required by law, as set forth in the meal and rest period policies in this handbook.

2nd shift hours **(Optional Policy) [Editor’s Note, Suggested Language]**

The supervisor will schedule the meal periods.

**Office Personnel:** Regularly scheduled for a 40-hour workweek from **(\_\_\_\_)** a.m. to **(\_\_\_\_)** p.m., Monday through Friday, with at least a one-half hour duty-free meal period and duty-free rest periods required by law, as set forth in the meal and rest period policies in this handbook.

The Office Manager will schedule the meal periods.

**Excessive Tardiness/Absenteeism**- Absence from work or tardiness affects your income and hurts production. The ability of the Company to operate efficiently and meet its schedules depends upon your regular attendance. Habitual or excessive absenteeism and tardiness cannot be tolerated. Absences that are protected by the new paid sick leave law (or any other protected leave of absence) will not be counted as days off under this policy. Tardiness of a few minutes does not require calling your supervisor, but an employee who expects to be delayed more than fifteen minutes (**Option**: one-half hour) must inform the supervisor. All employees are expected to call their supervisor within one half hour of reporting time on any day on which they expect to be absent. If a prolonged absence is anticipated, you should, in advance, contact your supervisor or **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** about a possible leave of absence. Regular and timely attendance is an essential function of every employee’s job.

**Pay Day/Paycheck Accuracy**- You are paid **(Options:** weekly, bi-weekly, semi-monthly**,)** on **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** day for work performed during the payroll period endingthe **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** day prior to the pay day. **[Editor’s Note]** If payday falls on a holiday recognized by State of California, paychecks are distributed on the **(Options:** previous, next) day. **[Editor’s Note]**

Paychecks will not, under any circumstances, be given to any person other than the employee without prior written authorization. Paychecks may also be mailed to the employee’s address or deposited directly into an employee's bank account upon request.

It is the Company’s goal to ensure that all employees are properly paid for all of their work. Therefore, it is every employee’s responsibility to examine his or her paycheck and paycheck stub to ensure that he/she is being properly paid for all work time and that the paycheck and pay stub are accurate. If an employee believes that he/she is not being properly paid for all his or her work, the employee must immediately inform **(Options:** Human Resources, Payroll Administer, Owner, and Plant Manager.) **[Editor’s Note]**

**Time Records**- Employees are required to accurately record their own actual times in and out for the workday and the meal period(s). No one, regardless of circumstances, is permitted to record timefor anyone else or to allow such an occurrence. Employees are to begin and end work on time as scheduled by their supervisor. Employees are not expected to, nor should they, work outside their regularly scheduled times and are not to work overtime without prior approval. Employees generally thus should clock in and out at their regularly scheduled start and end times, but must in all cases ensure they are accurately recording all work time. Employees must record their time in and out whenever they leave the premises for any reason, other than for Company business and during bona fide rest periods.

Please remember that no employees are permitted to work “off the clock” at any time. For the purposes of this policy, “off the clock” work is where an employee performs work for the Company but does not accurately record all such work time in the Company’s approved time record. Additionally, no supervisor or manager can permit, encourage or require an employee to work “off the clock.” If your supervisor or manager asks you to work “off the clock”, or otherwise appears to encourage it, you must immediately bring this issue to **(Options:** Human Resources, Payroll Administer, Owner, or Plant Manager.)

Supervisors and managers are not permitted to require employees to sign any agreement or other statement of hours that falsely represents an employee’s time. Supervisors and managers who do so are subject to discipline, up to and including termination.

It will be presumed that the Company is accurately compensating an employee for all hours worked, unless the employee brings a timely complaint pursuant to this policy.

**Remote Off-the Clock Work Time-** The Company does not want hourly non-exempt employees to perform any work outside the workplace. This includes, but is not limited to, checking e-mails, logging into Company computers, checking voice mails or texting others for work purposes. Thus, non-exempt employees are not expected to perform such activities and should not do so. Nevertheless, if an employee does perform such activities in violation of this policy, the employee must accurately record all such time worked, but will be subject to discipline for violating this policy.

**Overtime Authorization and Requirement**- All overtime worked must be accurately recorded on time records and will be paid, but failure to have overtime authorized in advance of working the overtime is a violation of Company policy. You will be expected to perform overtime work on occasion when scheduled. There may be times when you will be unable to work overtime when asked to do so. In this event, please notify your supervisor so that other arrangements can be made. Repeated refusal to work overtime is a violation of Company policy.

**Overtime Pay**- For non-exempt employees, all hours worked in excess of 40 hours in any workweek or 8 hours in any one workday, shall be paid at 1 ½ times each employee’s regular rate of pay. If a non-exempt employee performs work on all seven days of the Company’s workweek, 1½ times the employee’s regular rate of pay will be paid for the first 8 hours worked on the 7th day worked.

Double time of the non-exempt employee’s regular rate of pay will be paid for all hours worked in excess of 12 hours in any one workday. If a non-exempt employee performs work all seven days of the Company’s workweek, double-time will be paid for any hours worked on the 7th day in excess of 8 hours worked.

The workweek, for the purpose of calculating overtime, starts on **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** day, and ends seven workdays later on **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** day. The workday, for purpose of daily overtime calculations, starts at **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** a.m./p.m. continues for 24 hours, to the following day at **(\_\_\_\_\_\_\_\_\_\_\_\_\_)** a.m./p.m. **[Editor’s Note]**

**Personal Makeup Time- (Option 1):** The Company allows the use of make-up time when a non-exempt employee needs to take time off to tend to personal obligations. An employee’s use of make-up time is completely voluntary. The Company does not encourage, discourage or solicit the use of make-up time.

A separate written request is required from the employee for “each occasion of personal obligation time off” that the employee wishes to makeup during a workweek indicating, for that occasion, the dates and hours in that same workweek they wish to work the makeup time. This written make-up time request must be received and approved in writing by management at minimum 24 hours before the employee works the make-up time(s) requested. The written request can be for workdays before or after the personal obligation time. The make-up time must be worked in the same workweek in which the personal obligation time is taken off by the employee. The Company will have the discretion to grant or deny an employee’s request for make-up time based upon the Company’s staffing and operational needs.

If management grants this make-up time, the employee will receive straight-time pay, where he or she would have received time-and-one-half, for personal obligation make-up time. The employee will be paid this make-up time to a maximum of 11 hours worked, instead of 8 in a workday, at straight-time rates. Hours worked, including make-up time, beyond 11 hours in a day, or 40 hours in the workweek will receive appropriate overtime pay at time-and-one-half and double-time as indicated in the policy above.

**(Option 2):** The Company does not allow the use of make-up time when a non-exempt employee needs to take time off to tend to a personal obligation.

**Meal Periods**- Nonexempt employees who work more than five (5) hours will be provided with a 30-minute duty-free meal period. This duty-free meal period must be taken by no later than the end of the fifth hour of work.

If an employee works no more than 6 hours in a workday, he or she may waive their off-duty meal period by mutual written consent with the Company. If an employee works for a period of more than ten (10) hours in a workday, the employee will be provided with a second duty-free meal period of not less than 30 minutes. This duty-free meal period must be taken by no later than the end of the tenth hour of work. If the total hours the employee will work are no more than 12 hours in a workday, and the employee did not waive the first meal period, the second off-duty meal period may be waived by mutual written consent of the employee and the Company.

Employees must accurately record the times in and out for their meal period(s) on their time records.

You may not add your rest periods to your meal period so that you can take a longer meal period. You also should not use rest and meal periods to shorten the workday.

**(Option 1)** The law requires that you actually take your off-duty meal periods absent one of the waivers described above. Don’t ask to work through your meal period so that you can either come in late or leave early. An employee who refuses to take his or her meal periods may be subject to discipline, up to and including termination of employment.

**(Option 2):** Although not encouraged in any way by the Company, nonexempt employees who, on an irregular basis, occasionally choose to work through, shorten, or take a late meal period, for their own personal reasons and on a completely voluntary basis must confirm the voluntary nature of each late, missed or short meal period in a signed written document. **[Editor’s Note]**

**Break Periods**– Employees are authorized and permitted to take a duty-free paid break period of net, 10 consecutive minutes for each four hours worked or major fraction thereof which as far as practicable shall be taken in the middle of each 4-hour period. For example, full-time employees should take one rest period in the first half of their day and one in the second half. A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours. Employees who work a shift from three and one-half (3.5) to six (6) hours in length, will be entitled to one (1) ten- minute rest break. Employees who work more than six (6) hours and up to ten (10) hours, will be entitled to two (2) ten-minute rest breaks. Employees who work more than ten (10) hours and up to fourteen (14) hours, will be entitled to three (3) ten-minute rest breaks. For shifts in excess of 14 hours, employees will continue to be entitled to additional paid 10-minute rest breaks for every four (4) hours worked, or major fraction thereof.

**(Option 1):** These 10-minute break periods should be taken by the employee on an informal basis. The employee will be relieved of all duties during the break period**.**

**(Option 2):**The breaks will be scheduled by your Department Supervisor, unless work related needs dictate otherwise, between (\_\_\_\_\_\_\_\_\_\_\_\_\_\_) a.m. to (\_\_\_\_\_\_\_\_\_\_\_\_\_\_) a.m. and (\_\_\_\_\_\_\_\_\_\_\_\_\_\_) p.m. and (\_\_\_\_\_\_\_\_\_\_\_\_\_\_) p.m.)If an employee’s total daily work time is less than 3 ½ hours, no rest period will be authorized.

Both meal and rest periods: The Company does not discourage or impede employees from taking the meal period(s) or rest breaks. Employees are not on-call, are not expected to be on-call or vigilant, and are completely duty-free, and free to leave the premises, during meal and rest periods. For employees who would otherwise carry pagers, beepers, cell phones or other devices for company purposes, they should not do so during meal and rest periods and/or those devices should be turned off during meal and rest periods.

**Heat Illness Recovery Periods**- **[Editor’s Note]** Employees working in an outdoor environment are allowed and encouraged to take cool-down periods in the shade, located as near to the worksite as practicable, for not less than five minutes at a time whenever employees feel the need to do so to protect themselves from overheating and heat illness (generally when the temperature exceeds 85 degrees although when the temperature is below 85 degrees, access to shade will be provided promptly, when requested by an employee). These cool-down periods are duty-free. Employees are to inform their supervisors of the need for such a recovery period(s). Please review the Company’s Heat Illness Prevent Program or contact Human Resources **(Option):** (list appropriate person or title here if not HR)with any questions. **[Editor’s Note]**

**Personal Loans or Advancements (Optional Policy) [Editor’s Note, Suggested Language]**

**Expense Reimbursement**- Employees seeking reimbursement for travel and other expenses must submit manager-approved receipts and documentation to [**Option:** accounting, human resources] for such expenditures no later than 90 calendar days following the end of the month during which the expenditure occurred. Only reasonable, necessary, and/or required, expenses will be reimbursed. Reimbursement will be on a monthly basis (following submission of receipts). **[Editor’s Note]**

**INSURANCE PROGRAMS REQUIRED BY LAW**

**Workers’ Compensation**- The Company furnishes workers' compensation insurance coverage at its expense. Workers' compensation insurance is intended to provide medical care and pay for lost time resulting from injuries on the job and those illnesses caused by an employee's work. If an employee is injured on the job, the injury must be reported in writing to the supervisor immediately, no matter how minor the injury is, in order for the proper reports to be filled out. Failure to timely report an injury may jeopardize or delay your rights to certain benefits.

To ensure you of quality care in case of work-related injury or illness, the Company will direct you to an appropriate health care provider for the treatment of any such injury or illness. If you wish to be treated by your own health care provider instead, you must notify the Company in writing before any injury or illness occurs.

**Workers’ Compensation Fraud**- Any employee who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. Workers’ compensation fraud is punishable by up to five years in state prison and a fine of up to $150,000.

**State Disability Insurance**- Non-occupational disability insurance is provided by state law for every California employee who is covered by the Unemployment Insurance Act and who meets the eligibility requirements. This insurance will compensate you in part for loss of wages you may suffer if you are unable to work because of sickness or injury not connected with your work. The law requires your contribution to this insurance. The Company will give you a brochure titled “State Disability Insurance Provisions” published by the State of California Employment Development Department. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Company employee handbook or for testifying in a disability proceeding. [Editor’s Note]

**Paid Family Leave Insurance**- All employees are covered under the state Paid Family Leave insurance plan (PFL). This program provides for wage reimbursement of up to six (6) weeks of partial pay in any 12 month period to an employee to take time off to care for a seriously ill parent, spouse, registered domestic partner or child, grandparent, grandchild, sibling or parent-in-law or to take time off to bond with a newborn child or a newly placed adopted or foster child, or for reasons associated with being called to active duty or a spouse, domestic partner, parent, or child being called to active duty. PFL benefits are paid to an employee by the state. PFL is funded by an employee payroll deduction, according to law. PFL does not create any rights or entitlement to time off of work. [Editor’s Note]

**State Unemployment Insuranc**e- You may be protected against total or partial loss of wages if you become unemployed or partially unemployed under certain conditions as outlined by the California Unemployment Insurance Act. Eligibility requirements under this act will be explained to you at any office of the State Employment Development Department. This insurance is completely paid for by your Company in the form of unemployment insurance taxes. The State Employment Development Department will only allow unemployment insurance payments on those claims covered by the Act. No action will be taken against any employee in any manner for testifying in an unemployment hearing.

The Company, upon an employee’s separation from employment, will provide a booklet entitled “EDD for Your Benefit, California’s Programs for the Unemployed” published by the State Employment Development Department.

**Federal Social Security (F.I.C.A.)** - The Federal Insurance Compensation Act is a Federal law, which requires employers and employees to pay a part of all salaries and wages to the government in return for certain old age and survivors’ benefits. Neither you nor your Company has any choice in this. At the age of 62 and older, upon application, you may become eligible to receive stipulated, reduced or full monthly payments based on your average income while you were working, or if you should die, your survivors will receive such payments. More detailed information is obtainable from any branch office of the Social Security Administration. The cost is borne equally by employer and employee contributions.

**BENEFITS**

**Company Health Insurance/Life Insurance** **(Optional Policy) [Editor’s Note]** All full-time employees and their dependents can be covered under the (\_\_\_\_\_\_\_\_\_\_\_\_\_\_) plan for life insurance, hospitalization, surgical and medical coverage. You will become eligible for coverage under this plan the first of the month following your enrollment and your completion of a one month waiting period. Descriptive insurance folders and enrollment forms are available in the office.

**Holiday Pay**- All full-time employees shall be paid a normal day’s pay at straight time rates for the following recognized Company holidays.

 New Year’s Day Thanksgiving Day

 Presidents’ Day Day following Thanksgiving

 Memorial Day (**Option**: 1/2 day before Christmas)

 Fourth of July Christmas Day

 Labor Day (**Option**: 1/2 day before New Year’s Day)

**Vacation Pay**- Paid vacation is available to all full-time employees and is earned according to the following schedule. Part-time and temporary or casual employees do not earn vacation.

All full-time employees will earn vacation, from date of hire to the first anniversary of the hire date, at the rate of **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** hours of vacation pay for every **(Options:** month, week, day or straight-time hour**)** worked during the year.

Employees who are entitled to paid vacation are encouraged to use all earned vacation each year. The maximum vacation accrual amount an employee may have at any time shall not exceed one and one quarter anniversary years’ vacation accrual, at the employee’s current annual vacation accrual rate. “This means, for example, that an employee whose current annual vacation accrual is 80 hours cannot accrue more than 100 hours of vacation at any time while the 80-hour accrual rate is in effect”. If earned, but unused, vacation pay reaches the maximum accrual amount e.g., 100 hours for an employee eligible to accrue 80 hours in the second anniversary year, the employee will not accrue any additional benefits.If the employee later uses enough vacation pay to fall below the maximum accrual amount, he or she will resume earning vacation pay from that date forward. In such a case, no vacation benefits will be earned for the period in which the employee’s benefits were at the maximum.

Time off for disability, sick leave, personal leaves, or other leaves of absence are not considered time worked and are not counted in the accumulation of earned vacation pay.

Paid vacation time is not counted as hours worked for the purpose of computing weekly overtime.

Vacation pay earned and unused up to the date of termination from employment will be paid to the employee upon termination at their current hourly rate of pay. This includes hours of vacation earned but unused from previous anniversary years as well as hours of vacation earned, but unused, on a per diem basis to the date of termination.

**Sick Leave Pay/Kin Care**- **[Editor’s Note]** Each eligible new hire, will have, at the start of employment, available **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** hours of paid sick leave. The employee further will have **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** hours of sick leave pay available at the beginning of each succeeding anniversary date, which can only be used during the following 12 months of employment. Sick leave available for a particular anniversary year cannot be carried over to future anniversary years nor will the remaining available sick leave be paid at the end of employee's current anniversary year. Likewise, employees terminating employment will not be paid any unused sick leave still available to them.

(**Option 1**: **front load method**)- Each eligible new hire, will have, at the start of employment, available **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** hours of paid sick leave. The employee further will have **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** hours of sick leave pay available at the beginning of each succeeding anniversary date, which can only be used during the following 12 months of employment. Sick leave available for a particular anniversary year cannot be carried over to future anniversary years nor will the remaining available sick leave be paid at the end of employee's current anniversary year. Likewise, employees terminating employment will not be paid any unused sick leave still available to them. **[Editor’s Note]**

In order to be eligible for paid sick days, employees must work for the Company in California for 30 or more days. The sick leave pay may be used by employees following 90 days of employment. The sick leave pay is available to employees who are medically not able to perform their normal duties, for preventive care, or for quarantine of the employee for avoidance of spread of disease. Available sick leave pay can also be used for preventive care, or to attend to the illness of, family members, which are defined as an employee’s child, parent, domestic partner or spouse, grandparent, grandchild or sibling. Kin care, equivalent to 50% of the total annual sick leave provided in this policy, or **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** hours, is also a permissible use of sick leave*.*

Sick leave is also available if an employee, or a member of an employee’s immediate family, has been the victim of a crime, domestic assault, sexual violence and/or stalking and the employee needs to take time off in order to attend related judicial proceedings or to seek psychological counseling services, medical services, safety planning services, or shelter/crisis center services related to the crime, domestic violence, sexual assault or stalking.

Verification of the employee’s illness*,* or need to attend to an immediate family member or domestic partner who is ill, may be required by the Company in order for payment to be made.

Paid sick leave time is not counted as hours worked for the purpose of computing weekly overtime.

**(Option 2: accrual method)** The Company provides paid sick leave to eligible employees. In order to be eligible for paid sick days, employees must work for the Company in California for 30 or more days. The prescribed purposes for such sick leave permit use for an employee’s own illness, quarantine of the employee for avoidance of spread of disease, a family member’s illness, or for preventive care of the employee or a family member.

Sick leave is also available if an employee, or a member of an employee’s immediate family, has been the victim of a crime, domestic assault, sexual violence and/or stalking and the employee needs to take time off in order to attend related judicial proceedings or to seek psychological counseling services, medical services, safety planning services, or shelter/crisis center services related to the crime, domestic violence, sexual assault or stalking.

Family members are defined as child, parent, spouse, registered domestic partner, grandparent, grandchild or sibling. Kin care is also a permissible purpose to use sick leave.

Employees will accrue paid sick days at the rate of one hour for every 30 hours worked for the Company.

Verification of the employee’s illness*,* or need to attend to an immediate family member or domestic partner who is ill, may be required by the Company in order for payment to be made.

**[Editor’s Note]**

Paid sick leave time is not counted as hours worked for the purpose of computing weekly overtime.

**[Editor’s Notes]**

**Bereavement Time Off**- If a death occurs in your family to your mother or father, wife or husband, registered domestic partner, child, brother or sister, mother-in-law, or father-in-law you may need some time off to attend the funeral and/or pre-burial activities. You may miss up to **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** regular shifts of work, which occur between the death and the funeral **(Option:** “with loss” or “without loss”**)** of pay. If an employee must miss more than **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** shifts, the Company may grant additional time off without pay. The Company may request adequate verification.

**Family Friendly Flexible Work Place Ordinance-** Required Policy only For San Francisco employers with 20 or more employees **(Optional Policy) [Editor’s Note, Suggested Language]**

**PAID LEAVES OF ABSENCE**

**Organ and Bone Marrow Donor Leave-** **(Optional Policy) [Editor’s Note, Suggested Language** An employee will be granted a leave of absence due to their donation of an organ or bone marrow to another person.

Request for Leave-No employee shall be granted an organ or bone marrow leave unless they submit a written request for leave stating that they are an organ or bone marrow donor and showing a medical necessity for the donation of the organ or bone marrow. Failure to provide the above information is grounds for denial of this leave of absence.

Length of Leave-Leave time due to organ donation may not exceed thirty (30) days off in any 12-month period, commencing with the first day on which any such leave is taken.

Leave time due to bone marrow donation may not exceed five (5) days off in any 12-month period, commencing with the first day on which any such leave is taken.

Compensation and Benefits-Organ and bone marrow donor leave is with pay. As such, employees will be paid their usual and customary salary/daily rate while on such leave.

Time spent on an organ or bone marrow donor leave will not constitute a break in service for any reason. To the extent an employee receives benefits under a group health plan benefits, the Company will continue to pay the premium for the employee's health insurance that the Company would have paid but for the employee's leave.

**Time Off to Vote**- Because the Company has a continuing interest in encouraging responsible citizenship, you are urged to vote for the candidates of your choice at local, state and national elections either before or after your regular shift. In extreme cases, if you do not have sufficient time outside of working hours within which to vote, you will be allowed to take up to two hours off with pay for this purpose. Such time off should be taken at the beginning or end of your regular shift, whichever allows for more free time to vote.

To receive time off for voting, you must advise your supervisor that you will need time off at least three days before Election Day, receive approval from your supervisor, and present a voter’s receipt to your supervisor.

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

**UNPAID LEAVE OF ABSENCE**

**Personal (Non-Industrial) Medical Leave of Absence** **[Editor’s Note]**

(This policy statement only applies to companies with fewer than 50 employees)

**Request/Eligibility for Leave**- Upon completion of **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** calendar days of continuous employment, an employee will be granted a leave of absence due to disability arising from a personal illness or injury, provided that he or she submits a written request for such leave. In addition, the employee must furnish a doctor's written certification stating the leave time is necessary due to a medical disability and the length of such leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of a personal medical leave of absence. **[Editor’s Note]**

**Length of Leave**- A personal medical leave of absence shall be for a reasonable period of time during which an employee is disabled. The maximum amount of leave time per calendar year shall not exceed a maximum of **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** calendar days. **[Editor’s Note]**

**Compensation and Benefits**- Personal (Non-Industrial) Medical Leaves of Absence are without pay from the Company. The Company will, however, continue to pay the premium for the employee’s health insurance that the Company would have paid but for the employee’s leave. The employee will be responsible for paying for the employee portion of the health insurance premium, and such payment will be due at the same time as if it had been made by payroll deduction. Insurance may be cancelled if the employee fails to pay his or her portion while on leave. The Company’s premium payment will continue for a maximum of **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** calendar days of leave time. Employer payments for these benefits will cease immediately following the **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** calendar day period. **[Editor’s Note]**

**Use of Vacation and Sick Leave-** An employee who takes a Personal (Non-Industrial) Medical Leave of Absence **(Option:** “must” or “can choose to”**)** substitute for such leave any vacation or sick leave time that the employee may have accrued.

**Return from Leave**- An employee returning from this leave of absence must furnish a doctor’s written certification of his or her fitness to perform the essential functions of his or her job, with or without reasonable accommodation. Failure to return from leave of absence by the scheduled time may result in termination.

Upon return from such a leave of absence, the Company will use its best efforts to return the employee to a position, which is the same, or similar to that previously held, but reinstatement is not guaranteed **[Editor’s Note]**

**Pregnancy Disability Leave of Absence**

**Request for Leave**- An employee will be granted a pregnancy disability leave of absence (“PDL”) due to a disability arising from pregnancy or childbirth, provided that she submits a written request for such leave. The Company will also reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks), or transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy. To receive reasonable accommodation, obtain a transfer, or take PDL, you must give sufficient notice of at least 30 days advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable. In addition, the employee must furnish a doctor's written certification stating the leave time is necessary due to pregnancy or childbirth and the length of such leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of a pregnancy or childbirth leave of absence.

**Time for Lactation Accommodation-** The company recognizes lactating employees’ rights to request lactation accommodation, and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location to any employee who desires to express breast milk for the employee's child, subject to applicable law. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the employee shall be unpaid. The time that it takes an employee to get to and from the lactation location, to and from a refrigerator and sink with running water, shall not be included as part of an employee’s break time. The lactation location will be private (shielded from view and free from intrusion from co-workers and the public) and located close to the employee's work area. The location will be safe, clean and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity. The company will also provide access to a refrigerator and a sink with running water in close proximity to the employee's work area. The lactation location will not be a bathroom or restroom. The room or location may include an employee’s private office if it otherwise meets the requirements of the lactation space. Multi-purpose rooms may be used as lactation space if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses. Employees who desire lactation accommodations should contact Human Resources to request accommodations; such a request can be in writing (by email or other method) or verbally; the request need not be in any specific form and a doctor’s certification is not required. The company will respond to an employee’s request within five business days and will engage with an employee in the interactive process to determine when and where lactation breaks will occur. Any denial of a request will be in writing and identify the basis for denial or assertion of an undue hardship as required by law. Records relating to accommodation requests will be kept in accordance with applicable law. The company prohibits discrimination and retaliation against lactating employees for exercising their rights. An employee may file a complaint with the labor commissioner for any violation of this policy.

**Industrial Medical Leave of Absence**

**Request for Leave**- An employee will be granted a leave of absence due to disability arising from an industrial (work-related) illness or injury, provided that he or she submits a written request for such leave. In addition, the employee must furnish a doctor's written certification stating the leave time is necessary due to an industrial injury or illness and the length of such leave. Written updates may be requested from time to time thereafter. Failure to provide the above information is grounds for denial of an industrial medical leave of absence. **(Option:** for Employers with 50 or More Employees**)** Any leave taken under this provision qualifies as Family and Medical Care Leave and will be counted as such.

**Length of Leave**- An industrial medical leave of absence shall be for a reasonable period of time during which an employee is disabled, but the leave of absence shall not extend beyond the time that the employee is deemed "permanent and stationary" or as otherwise terminable by law.

**Compensation and Benefits**- Industrial Medical Leaves of Absence are without pay from the Company, but the employee may be entitled to disability payments under the Company’s Workers’ Compensation insurance policy. The Company will, however, continue to pay the premium for the employee’s health insurance that the Company would have paid but for the employee’s leave. The employee will be responsible for paying for the employee portion of the health insurance premium, and such payment will be due at the same time as if it had been made by payroll deduction. Insurance may be cancelled if the employee fails to pay his or her portion while on leave. The Company’s premium payment will continue for a maximum of **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** calendar days of leave time. Employer payments for these benefits will cease immediately following the **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** calendar day period.**[Editor’s Note]**

**Use of Vacation and Sick Leave-** An employee who takes an Industrial Medical Leave of Absence can mutually agree with the Companyto substitute for such leave any sick leave or vacation time that the employee may have available.

**Return from Leave**- An employee returning from this leave of absence must furnish a doctor’s written certification of his or her fitness to perform the essential functions of his or her job, with or without reasonable accommodation. Failure to return from leave of absence by the scheduled time may result in termination.

Upon return from such a leave of absence, the Company will use its best efforts to return the employee to a position, which is the same, or similar to that previously held, subject to law permitted exceptions

**Physical Examinations Following a Medical Leave of Absence**- An employee who returns to work following a leave of absence resulting from an injury or illness may be required to take a physical examination to: (1) release them to duty; (2) if released with restrictions, (a) determine if the employee is an “individual with a disability” for purposes of the Americans With Disabilities Act and any other applicable federal or state law; (b) determine if the employee can perform the essential functions of the job to which he or she is returning with or without reasonable accommodation and without posing a direct threat to the health or safety of his or herself or others, and (c) to identify an effective accommodation that would enable the employee to perform the essential functions of the job.

The Company at no cost provides any physical examination required by the Company to the employee.

**Jury Duty Time Off-** Any employee required to serve on jury dutymay do so*.* No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy. Non-exempt employees will receive no special jury duty pay for serving or for hours served on jury duty. An exempt employee’s salary will not be reduced for partial weeks of work missed due to service as a juror. However, the Company will not pay an exempt employee his or her weekly salary if he or she performs no work for the Company during an entire week while serving on jury duty. If desired, an employee can use any vacation time he or she has available while serving on a jury duty**.**

**Court Appearance-** An employee, including a victim of a crime, may take time off to appear in court as a witness in order to comply with a subpoena or other order, or for certain specific crimes (including, but not limited to, solicitation for murder, vehicular manslaughter while intoxicated and other serious felonies), in which any right of the victim is at issue. If you need time off to appear as a witness, you should bring the subpoena or court order to your supervisor immediately after it is received so that arrangements to accommodate your absence may be made. Time off taken by an employee to appear as a witness is unpaid. However, you may use any available vacation time. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy.

**Victims of Crime-** Employees who are a victim of a felony, or whose spouse, registered domestic partner, child, stepchild, sibling, step sibling, guardian, parent, or step parent is a victim of a felony, may take time off in order to attend judicial proceedings relating to the crime or those in which any right of the crime victim is at issue.

If you need such time off, you must give your supervisor a copy of the notice of the scheduled proceeding. If advance notice is not possible, you must provide a copy of documentation relating to the judicial proceeding within a reasonable period of time after your return to work.

Time off on account of the Company’s Victims of Crime policy is unpaid. However, you may use any available vacation or sick leave when attending judicial proceedings relating to a crime. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this policy.

**Military Leave of Absence**

An employee who enters the armed forces of the United States will be granted a military leave of absence in accordance with applicable federal law.

**Request for Leave-** An employee must provide advance notice of the need for military leave unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

**Length of Leave-** The Company will grant up to a total of five years for an employee’s military leave of absence, which includes the cumulative length of all absences from employment due to military service.

**Compensation and Benefits-** Military leaves of absence are without pay from the Company.All other rights and benefits will continue as if the employee had remained continuously employed and will be available upon reinstatement. Vacation pay will not be earned during the military leave time but military service time will be counted towards years of service in the company’s vacation policy.

**Return from Leave-** Upon completion of military service, the employee will be reinstated with full seniority to his or her former position or to a comparable position if application for reemployment is made within ninety (90) calendar days from release from the service or hospitalization. However, the employee will not be reinstated if the Company’s circumstances have so changed that re-employment is impossible or unreasonable.

**National Guard Training Leave**- An employee who is a member of the National Guard or a reserve component of the armed forces, upon furnishing a copy of the official orders or instructions, will be granted a military training leave. Training leaves shall not, except in an emergency or in the event of extenuating circumstances, exceed two weeks a year, plus reasonable travel time. The employee may choose to take earned vacation pay available during military training.

**Other Leaves of Absence** The Company offers a wide variety of other unpaid leaves of absences as required by law, for (1) civil air patrol leave, and (2) other leaves that may be required by state and/or federal law. Eligibility and conditions of these leaves vary considerably, and if you are interested in any leave for any of these purposes, or for any other purpose, please contact (\_\_\_\_\_\_\_\_\_\_\_\_).

**[Editor’s Note]**. The Company offers a wide variety of other unpaid leaves of absences that may be required by state and/or federal law. Eligibility and conditions of these leaves vary considerably, often dictated by the number of employees in a company. You can find a list of these leaves in the Editor’s Notes document

**PERSONNEL AND OTHER EMPLOYMENT RECORDS**

**Keep Your Record Up to Date**- It’s important to you that your name, address and telephone number be kept correct on Company records. It is sometimes necessary for your supervisor or someone else in the Company to contact you at home. Also, you may not receive important mail from the Company if your address is not on file. Therefore, it is your responsibility to report changes in your name, address, telephone number, and any other matters, which affect your tax withholding, to your supervisor or the office. Moreover, to ensure that the employer can notify you when necessary, you must provide the Company with an address where it can reach you (not a Post Office or P.O. Box), your personal email address, and your cell phone number.

**Health Insurance Portability and Accountability Act (HIPAA)**- The Health Insurance Portability and Accountability Act (HIPAA), a federal law, is designed to protect the privacy of an individual’s medical information. The Company is neither a covered entity nor a sponsor of a group health plan. The Company complies with HIPAA to the extent it is applicable and/or to the extent it deals with third parties requiring compliance.

**Personnel Records**- The Company keeps personnel files on each employee. This file contains employment related information about the employee. Federal and State Laws maintain that all employee medical information be kept in a separate, confidential file. The contents of an employee's personnel file and medical records files, except for letters of reference and certain other limited kinds of information, are open for inspection by current or former employees, upon request, at reasonable times, but no later than 30 calendar days after a written request to do so, subject to certain legal exceptions. A current or former employee may request and receive from the Company a copy of his or her personnel file, provided the employee pays the actual copying costs (and costs of mailing if requested), and subject to certain legal exceptions. Contact **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** if you wish to review your personnel file or have copies made of documents, or designate an authorized representative to do so. The Company has a form which you can request to use to request access to, and a copy of, records in your personnel file. **[Editor’s Note]**

The Company will keep your personnel records confidential. However, there are certain times when information may be given to persons outside of the Company. These include:

1. Responses to subpoenas, court orders, or orders of administrative agencies;
2. In a lawsuit in which you and/or the Company are parties;
3. To administer employee benefit plans;
4. To a health care provider.
5. As otherwise required by law or legitimate business reasons.

**Requests For Payroll Records**- **(Option:** you must abide by this rule but do not need to include it in a handbook) The Company will provide an employee or former employee with copies of his or her payroll records within twenty-one (21) days of his or her written request. **[Editor’s Note]**

**COMPANY WORK RULES AND STANDARDS OF CONDUCT**

**Disciplinary Action**-Disciplinary or corrective action will be administered whenever possible to give employees advance notice of unacceptable conduct or performance in doing their job in order to provide an opportunity to correct these problems. Corrective action, at the company’s option, may involve verbal counseling, written warnings, suspension or a combination of these. However, no system or steps of discipline are required and the Company in its sole and absolute discretion may terminate employment without prior warning, counseling or other forms of corrective action.

It must be remembered that the employment relationship is at will and based on mutual consent of the employee and the Company. Accordingly, either you or the Company can terminate the employment relationship at will at any time, for any or no reason. Further, the Company can demote, transfer, suspend or otherwise discipline an employee at will in its sole and absolute discretion.

Investigations- (Optional Policy) [Editor’s Note].

**Company Work Rules**- It is necessary, in order for our business to operate efficiently and safely, that employees observe the rules governing our work environment. The following, while not all inclusive, is a list of examples of employee conduct, performance problems or actions considered violations of Company work rules, which may result in disciplinary action, up to andincluding termination of employment:

1. Unexcused, habitual or excessive absence from work.

2. Frequent, habitual or excessive tardiness.

3. Failure to promptly notify the Company of an intended absence.

4. Leaving work before your scheduled shift is completed, without management authorization or visiting areas away from one’s work place.

5. Failure to punch your time card (record), falsification of a time card (record) or violation of the time card (record) policy.

1. Failure to immediately notify supervision of time delays, shortages, breakdowns or delivery problems.

7. Excessive spoilage in producing your work or other unsatisfactory performance.

8. Failure to properly perform assigned work.

9. Violation of break period or meal period policies.

10. Use of profane or abusive language to supervisory or management personnel, other employees, vendors or customers.

11. Defacing or removing Company materials on bulletin boards.

12. Willful damage to Company equipment.

1. Violation of the Company’s Solicitation and Distribution Rule.
2. Repeated refusal to work overtime or failing to have overtime authorized by your management.
3. Violation of Conflict of Interest policies.
4. Violation of Company’s Voice Mail, E-mail and Computer Files Policy.
5. Violation of the Company’s Drug and Alcohol Policy.
6. Violation of any Company Policy.

It must be remembered that the employment relationship is based on mutual consent of the employee and the Company. Accordingly, either you or the Company can terminate the employment relationship at will at any time, for any or no reason. Further, the Company can demote, transfer, suspend or otherwise discipline an employee at will in its sole and absolute discretion.

**Standards of Conduct**- Laws are made so that people can live together with respect for their personal and legal rights. Company standards of conduct are made for exactly the same reason. The following Company standards, while not all-inclusive, are the principal standards in effect at our Company. These standards apply equally to all and are for the protection of all employees and our Company. Engaging in the following activities may subject you to disciplinary action, up to and including termination of employment:

1. The possession, sale or use of knives, explosives, firearms, or other dangerous weapons on Company property.
2. Fighting, threatening or attempting bodily injury to another.
3. Consuming, possessing, selling, and distributing alcoholic liquors or illegal drugs or narcotics on Company property.
4. Falsification of Company records, including employment application, tax records including social security numbers, time cards and/or production work records.
5. Insubordination, including but not limited to, refusal to do assigned work.
6. Inability or refusal to work in harmony or cooperation with fellow employees so as to cause friction, conflict or lowering of group morale, including deliberate spreading of false rumors adversely affecting the operation of the Company.
7. Deliberate or willful destruction or vandalism of Company tools, machines, products, supplies, or other Company property.
8. Sleeping while on duty.
9. Leaving your department or assigned work place without permission and/or the use of working time for non-working purposes.
10. Disclosing confidential Company information or removing customer property from Company premises, without prior Company authorization.
11. Gambling of any kind on Company time or premises.
12. Unauthorized use of Company property, equipment or materials.
13. Habitual or gross negligence or incompetence in the performance of assigned duties or unnecessary waste of Company materials.
14. Engaging in or contributing to violent behavior, or threatening others with violence.
15. Violation of the Company's Harassment, Equal Employment and Violation of Law policies.
16. Violation of any Company policy.
17. Deliberate or willful destruction or vandalism of Company tools, machines, products, supplies, or other Company property.
18. Sleeping while on duty.
19. Leaving your department or assigned work place without permission and/or the use of working time for non-working purposes.
20. Disclosing confidential Company information or removing customer property from Company premises, without prior Company authorization.
21. Gambling of any kind on Company time or premises.
22. Unauthorized use of Company property, equipment or materials.
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35. Violation of the Company's Harassment, Equal Employment and Violation of Law policies.
36. Violation of any Company policy.

It must be remembered that the employment relationship is based on mutual consent of the employee and the Company. Accordingly, either you or the Company can terminate the employment relationship at will at any time, for any or no reason. Further, the Company can demote, transfer, suspend or otherwise discipline an employee at will in its sole and absolute discretion.

**Appearance and Courtesy**- Neatness and good taste in dress, care in personal cleanliness, interest in your work, and a willing, cooperative attitude toward associates, customers and visitors are recognized and appreciated business assets.

No matter what your position might be, it’s important to remember that good manners give a good impression. Being pleasant and courteous to customers, visitors, and your co-workers is an important part of your job.

**SAFETY AND SECURITY**

**Your Safety**- For your own protection, and the protection of your fellow employees, we want you to work safely and use all the safety devices provided to protect you. Safety is everybody’s business, especially yours. Do your part to make this plant a safe place to work. Report any unsafe working conditions to your supervisor. All hazardous conditions will be investigated and appropriately corrected.

Nobody gains from an accident, and nobody likes to work under conditions, which present hazards to life and property. Everybody loses when accidents occur. The Company will carry on a consistent safety program, but its ultimate success will depend on the safety consciousness of you and your fellow employees. **[Editor’s Note]**

The California Occupational Safety and Health Administration (Cal-OSHA) law requires strict compliance with regulations on the part of employers and employees.

**Life Threatening Diseases**- The Company is committed to keeping your work environment healthy and safe. Therefore, if you or another employee has or contracts a life-threatening disease:

1. The Company will treat life-threatening diseases the same as any other disease in terms of all employee policies and benefits;
2. If you have or contract a life-threatening disease, you will be allowed to keep working as long as: (a) you can meet the Company’s performance standards, with or without reasonable accommodation, and (b) your illness does not actually endanger the health or safety of employees, customers or others;
3. You may not refuse to work because you are afraid of contracting a non- contagious life-threatening disease from a co-worker. Harassment or discrimination directedatan employee with a life-threatening disease is strictly prohibited. Employees who refuse to work with or who harass or discriminate against any employee with a life-threatening disease are subject to discipline, up to and including termination.

For purposes of this policy, “life-threatening disease” includes, but is not limited to, cancer, heart disease, AIDS, hepatitis, and other diseases of a severely degenerative nature.

An employee’s medical history and other medical information are confidential. Disclosure of employee medical information is restricted to those situations where a manager or supervisor has a job-related reason to know it. Any employee who discloses another employee’s medical information without proper authorization or who utilizes such information for an improper purpose will be subject to discipline, up to and including termination.

**Infectious Disease Control-** The Company will take proactive steps to protect the workplace in the event of an infectious disease outbreak, such as COVID-19. It is the goal of the Company during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

The Company is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

**Preventing the Spread of Infection in the Workplace-**The Company will ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, breakrooms, conference rooms, door handles and railings. A committee or individual will be designated to monitor and coordinate events around an infectious disease outbreak, as well as to create work rules that could be implemented to promote safety through infection control.

We ask all employees to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. The best strategy remains the most obvious—frequent hand washing with warm, soapy water; covering your mouth whenever you sneeze or cough; and discarding used tissues in wastebaskets. We will also install alcohol-based hand sanitizers throughout the workplace and in common areas. Finally, you may be required to wear a face mask or face shield whenever you are on Company premises.

Unless otherwise notified, our normal attendance and leave policies will remain in place. Individuals who believe they may face particular challenges reporting to work during an infectious disease outbreak should take steps to develop any necessary contingency plans. For example, employees might want to arrange for alternative sources of child care should schools close and/or speak with supervisors about the potential to work from home temporarily or on an alternative work schedule.

*Temperature Screening* **<Optional Policy>**

All employees will have their temperature taken upon reporting to work. Employees should report to [location] upon arrival at work and prior to entering any other areas of [company name] property.

Each employee will be screened privately using a touchless forehead/ temporal artery thermometer. The employee's temperature will be documented, and the record will be maintained as a private medical record. An employee who has a fever at or above 100 degrees Fahrenheit will be sent home.

Time spent waiting for the health screening should be recorded as time worked for nonexempt employees.

*Limiting Travel*

All nonessential travel should be avoided until further notice. Employees who travel as an essential part of their job should consult with management on appropriate actions. Business-related travel outside the United States will not be authorized until further notice.

Employees should avoid crowded public transportation when possible. Alternative scheduling options, ride-share resources and/or parking assistance will be provided on a case-by-case basis. Contact Human Resources for more information.

*Telecommuting*

Remote work requests will be handled on a case-by-case basis. While not all positions will be eligible, all requests for temporary telecommuting should be submitted to your manager for consideration.

*Staying Home When Ill*

Many times, with the best of intentions, employees report to work even though they feel ill. During an infectious disease outbreak, such as COVID-19, it is critical that employees do not report to work while they are ill and/or experiencing the following symptoms: fever, cough, sore throat, runny or stuffy nose, body aches, headache, chills and fatigue. Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications. Employees who report to work ill will be sent home in accordance with these health guidelines.

*Requests for Medical Information and/or Documentation*

If you are out sick or show symptoms of being ill, it may become necessary to request information from you and/or your health care provider. In general, we would request medical information to confirm your need to be absent, to show whether and how an absence relates to the infection, and to know that it is appropriate for you to return to work. As always, we expect and appreciate your cooperation if and when medical information is sought.

**Social Distancing Guidelines for Workplace Infectious Disease Outbreaks-** In the event of an infectious disease outbreak, such as COVID-19, the Company may implement these social distancing guidelines to minimize the spread of the disease among the staff.

*During the workday*, employees are requested to:

1. Avoid meeting people face-to-face. Employees are encouraged to use the telephone, online conferencing, e-mail or instant messaging to conduct business as much as possible, even when participants are in the same building.

2. If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room and sit at least one yard from each other if possible; avoid person-to-person contact such as shaking hands.

3. Avoid any unnecessary travel and cancel or postpone nonessential meetings, gatherings, workshops and training sessions.

4. Do not congregate in work rooms, pantries, copier rooms or other areas where people socialize.

5. Bring lunch and eat at your desk or away from others (avoid lunchrooms and crowded restaurants).

6. Encourage members and others to request information and orders via phone and e-mail in order to minimize person-to-person contact. Have the orders, materials and information ready for fast pick-up or delivery.

*Outside activities*

Employees might be encouraged to the extent possible to:

1. Avoid public transportation (walk, cycle, drive a car) or go early or late to avoid rush-hour crowding on public transportation.

2. Avoid recreational or other leisure classes, meetings, activities, etc., where employees might come into contact with contagious people.

**If You Become Ill with COVID-19 or Are Exposed to a Confirmed Case of COVID-19**- If you and/or a member of your immediate household has been diagnosed as a presumptive or confirmed case of COVID-19 or you or they become ill with fever, dry cough, and/or other symptoms associated with COVID-19, you should immediately notify your manager. Please be prepared to provide him/her with the date that you or your household member first began to have symptoms, when you were last physically at work, and the names of everyone at work with whom you had prolonged, direct contact. This information will be cross-referenced with daily sign-in logs and/or other applicable records. Additionally, you should contact a primary care physician and any other member of the medical community who has provided you and/or your household with guidance in obtaining a diagnosis and/or test results.

Company employees diagnosed as presumptive or confirmed with COVID-19 should stay at home under the care of their primary care physician for the length of time recommended by their physician. No such employee should return to work until at least 10 days have passed since their symptoms first appeared and the employee has been assessed by their provider and cleared to return to work. No employee sharing a household with someone who has been diagnosed as a presumptive or confirmed case of COVID-19 should return to work until at least 14 days have passed since their household member’s last symptoms have resolved. Company employees diagnosed as presumptive or confirmed with COVID-19 must provide written or electronic confirmation from their medical provider confirming that they are cleared to resume work.

**Alcohol and Drug Policy**- The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees, customers and visitors. Being under the influence or using intoxicants while on the job poses serious safety and health risks not only to the user but to all those who work or come into contact with the user. The manufacture, possession, sale or distribution of an intoxicant in the workplace also poses unacceptable safety and health risks. Accordingly, it is the right, obligation and intent of the Company to protect its employees, customers and visitors, and to safeguard Company property, equipment and operations by establishing and maintaining the following policy with regard to use, possession or sale of alcohol or other intoxicants in the work place.

**Hazardous Substance Training**- You will receive training related to the use of hazardous substances in our workplace. The training will include an explanation of the Safety Data Sheet (SDS) covering each substance in your workplace; the location of the SDS’s for all substances used in the Company accessible to employees at all times; an explanation of the types of safety labels used in the workplace; and any special handling instructions or special protective equipment to be used or worn if the employee has to work with the substance. The completion of this training will require you to sign an acknowledgment indicating you have received the training.

**Injury and Illness Prevention Program**- This Company has a written injury and illness prevention program. The program includes not only general safety rules, of which all employees must comply, but also Codes of Safe Practices for specific operations being performed by employees. Further, the program includes safety inspections and accident investigations of any job-related injury or illness, which occurs. You are encouraged to bring your safety suggestions to management and should do so without fear of retaliation. All employees are required to follow the general safety rules as well as the specific rules set forth for individual operations in the codes of safe practices.

**Smoking Restrictions**- For safety reasons, smoking of tobacco products, or electronic cigarettes or vaping is not permitted on company premises or property.

**Workplace Security Policy**- The Company is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the Company has established a policy that provides “zero tolerance” for actual or threatened violence against co-workers, visitors, or any other persons who are either on our premises or have contact with employees in the course of their duties. Security and safety in the workplace is every employee’s responsibility. It is therefore essential that every employee understands the importance of workplace safety and security.

In order to promote compliance with this policy and maximize our efforts to provide a safe and secure workplace that is free from violence, the Company as a part of its “Written Injury and Illness Program” has established security measures and practices. It will also provide programs to train and retrain employees as appropriate. This will assist employees and the Company to make the workplace more secure, and to remedy any problems and workplace security hazards that are identified before they lead to injuries.

Every specific or implied verbal or physical threat of violence, or act of violence, must be treated seriously and reported immediately to your supervisor or **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**, who will be responsible to consult with the appropriate resources and witnesses. After an investigation, anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

In situations where an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should immediately contact their supervisor or **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** and, if necessary or appropriate, contact law enforcement authorities by dialing 911.

An employee will not be discriminated against or retaliated against as a result of the employee making a truthful complaint or report about a credible threat of violence made against themselves, their family members, or other employees.

To further ensure that the Company maintains a workplace safe and free of violence for all employees, the Company prohibits the possession or use of dangerous weapons on Company property or at customer sites. A license to carry the weapon on Company property does not supersede this policy, unless you have prior written authorization from the President of the Company. Any employee in violation of this policy will be subject to prompt disciplinary action, up to and including termination. All Company employees are subject to this provision, including contract and temporary employees, visitors and customers on Company property. “Dangerous weapons” include, but are not limited to, firearms, explosives, knives and any other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy. If you have any questions about what might be considered “dangerous,” please ask your supervisor before bringing the item onto Company premises. The Company reserves the right at any time and at its discretion to search all Company property, all Company-owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures and persons entering its property, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including a termination.

Full cooperation by all employees is necessary for the Company to accomplish its goal of maximizing the security and safety of its employees. Employees should direct any questions they

have regarding their obligations under this policy to **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)**. Employees can report violations of the policy and raise any questions regarding their obligations under this policy without fear of reprisal of any kind. **[Editor’s Note]**

**Right to Observe Employees**- **(Optional Policy) [Editor’s Note, Suggested Language**] In our ongoing effort to achieve the highest level of business efficiency and customer service, the Company reserves the right to observe employees throughout the Company’s premises, either by way of direct observation or through the use of electronic devices. The Company **(Option:** “may install” or “has installed”) video cameras to monitor reception areas, work areas and/or other generally open areas where employees may be seen by others.

**Radios in the Work Areas**- **(Optional Policy)** Radios are allowed in certain plant areas where the type of work makes it practical. Radios must be tuned to music only and volume is to be kept down so as not to disturb people. Personal headset type radios are not to be used. They could distract an employee from concentrating on his or her duties.

**Off-Duty Employees**- **(Optional Policy)** All employees are required to leave the Company property at the end of their regular working hours. You are not permitted to return to the Company until the start of the next workday without permission of management or unless your supervisor calls you back for extra work or asks you to work overtime.

**Company Equipment and Premises Monitoring, Access and/or Inspection**- The Company may conduct unannounced inspections of its premises and Company property with or without notice and with or without reasonable suspicion. Under this policy, the Company may search property including, but not limited to, Company vehicles, desks, file cabinets, electronically recorded information, and Company-issued lockers. Prohibited items include weapons, stolen property, alcohol, illegal drugs, controlled substances, or any paraphernalia used in conjunction with illegal drugs or illegal contraband, or sexual jokes, cartoons, or other material that is harassing or discriminatory in nature. Employees are expected to cooperate with the Company in such inspections. Employees, who, if requested, fail to cooperate in any inspection will be subject to disciplinary action, including discharge.

Also, inspection of employees and their personal property such as, but not limited to, personal vehicles, clothing, packages, purses, briefcases, lunch boxes or other personal property brought on to Company premises may be conducted at any time without advance notice or consent. Accordingly, employees should not have any expectation of privacy with regard to any material brought into the workplace. An inspection may be conducted before, during, or after working hours by any department head, manager, or security personnel designated by the Company. Employees who fail to cooperate with such a search will, absent justification, be discharged or otherwise disciplined.

**Safe Operation of Vehicles**-Employees may be asked to operate either their own or Company-owned vehicles as part of their job duties for the Company. In the course of such operation, employees are expected to exercise good judgment and safe-driving practices at all times, including avoiding any activity, which may distract their attention from the road or violate any law. Such activity includes speeding or other reckless driving, ingesting alcoholic beverages, or unsafe or unlawful use of a cell phone while operating a vehicle.

Employees operating a motor vehicle in performance of their work must maintain a safe driving record. One of the important indicators of a safe driver is an individual’s Motor Vehicle Record (MVR). An MVR will be obtained for all employees operating a motor vehicle in performance of their work when the employee is hired, when the employee is involved in an accident while working, and for any other reason or at any time the Company believes is necessary to ensure safe vehicle operations.

Employees who are required to drive as part of their job duties will be required to show proof of current, valid licenses and current insurance coverage. The Company retains the right to transfer to an alternative position, suspend or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company’s policy **[Editor’s Note]**

Employees who drive their own vehicles on Company business and do not receive an auto allowance will generally be reimbursed at the then current rate per mile established annually by the IRS.

Employees who fail to maintain a safe driving record (MVR) or operate a motor vehicle in an unsafe or unlawful manner are subject to disciplinary action, up to and including termination of employment.

**Cell Phone Safety and Electronic Communication When Driving**- Under AB 1875, the existing hands-free law related to cell phones is expanded by making it illegal to simply even hold and operate a cell phone while driving. If an individual has a cell phone holder attached to a car, he or she can legally swipe at the phone while driving. However, launching apps and surfing the web will now be clearly outlawed. **Editor’s Note]**

**Voice Mail, E-Mail, and Computer Files**- Company provided voice mail, E-mail, computers, or other electronic or digital systems (“Systems”) are to be used for business purposes only, and may not be used for personal business. These Systems are the Company’s property and maintained by the Company in order to facilitate Company business. Therefore, all messages or data sent, received, composed and/or stored on these Systems even with offsite providers are the sole property of the Company.

Company Systems should not be used to access on-line data bases or Internet services unless such access is for work related purposes. The company understands that on occasion, employees may need to conduct personal business using computing resources for personal reasons. Such use must be limited to break time and employees must not excessively use computing and network resources. Excessive use of computer and/or network resources includes but is not limited to listening to audio broadcasts (live or prerecorded) on the internet, viewing video broadcasts (live or prerecorded), and down-loading large data-files for personal use. Access to computing and network resources from the internet is strictly prohibited unless expressly authorized by **(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** and the employee’s supervisor.

The company understands that on occasion family members or others may need to leave personal messages on the voice mail system for an employee, and is willing to accommodate this to a limited degree. However, personal use of the voice mail system, which interferes with an employee’s work performance, will not be permitted.

Messages or communications on the Company’s voice mail, e-mail, or computer and any Systems are subject to the same policies regarding harassment, discrimination and retaliation as are any other workplace communications. The Company will not tolerate offensive, harassing, discriminatory, or retaliatory content. Content that is considered offensive includes, but is not limited to, any message which contains sexual implications, racial slurs, gender-specific comments, or any other statement that offensively addresses someone’s age, sex, sexual orientation, pregnancy status, marital status, religious or political beliefs, ancestry, national origin, citizenship, disability, or any other basis protected by local, state or federal law.

Employees should have no anticipation of privacy with respect to Company provided voice mail, E-mail, text-messaged, instant messaged, or any other computer or electronically based electronic communications regardless of whether such information is stored on the Company’s Systems or by an outside provider including, but not limited to, a phone company or off-site provider (“Electronic Communication”). The Company reserves the right to monitor, access, and inspect computers, e-mails, voice mails, and other electronically stored documents, systems and data, Systems or Electronic Communication that are used by employees whether on the premises or elsewhere, including but not limited to laptops, employee computers used to telecommunicate, PDA’s, smart-phones (including, Black-Berries and I-Phones), portable “jump” or USB drives, external hard drives, host computers, clouds, file servers, workstations, stand-alone computers, software, voice mail, fax transmissions, telephones of any type, and internal or external communication networks and all other Electronic Communications and Systems. This may be done without notice to an employee and in the employee’s absence. Even when a message is erased, it may still be possible to retrieve it from a backup system. Therefore, employees should not rely on erasure of messages to guarantee that a message remains private. Nothing contained in this or any other materials generated by the Company or its employees, or any statement made by any employee of the Company, shall create an expectation of privacy to an employee’s Electronic Communication or Systems. Only the President of the Company can modify this lack of expectation of privacy, and only then with a signed writing.

**Social Media Policy-** These guidelines apply to all Company employees who participate in any form of personal social networking including, but not limited to, Facebook, Twitter, MySpace, Yelp, Wikipedia, LinkedIn or any other social networking sites. Except when expressly authorized in writing for use for business purposes, social media activities are not permitted at work or while on Company time. When authorized, employees must consult with their manager, and receive approval for any posting, prior to any posting and must abide by all Company policies and applicable laws in such postings.

Employees are free to participate in such activities on personal time, subject to the below, and subject to the understanding that this policy is not intended to cover internet activities that do not associate or identify the employee with the Company, do not use Company e-mail addresses or equipment, do not discuss the Company, and are purely about personal matters.

The Company understands that employees may maintain or contribute to personal blogs, message boards, conversation pages and other forms of social media (e.g., Facebook and Twitter) outside of their job function and may periodically post information about their job or the Company’s activities on these outlets. If an employee identifies him or herself as an employee of the Company and/or uses his or her Company email address (which should not be done if you are on such social platforms personally), then the employee must make it clear that the employee is not speaking for the Company, and what the employee says is representative of his or her individual personal views and opinions and not necessarily the views and opinions of the Company. Never represent yourself as a spokesperson for the Company.

Such employees should also take the following into consideration: Company employees are obligated to be aware of and comply with any applicable provisions set forth in the Company’s employee handbook and all policies and procedures. Employees may not disclose trade secret or proprietary Company information, protected legal or litigation information, or similar information of third parties who have shared such information with the Company. This includes, but is not limited to, trade secret, intellectual property and confidential employee and customer policies. Do not post internal reports, policies, procedures or other internal Company-related confidential communications. Further, the Company’s intellectual property, logos, trademarks, and copyrights may not be used in any manner. Even vague or disguised references to such information could violate the Company’s policies and applicable laws.

Make sure you are always accurate and honest when posting information about the Company, and, if you make a mistake then correct it quickly. Never post any information or rumors that you know to be false about the Company, its employees, or clients.

Employees should not speak to the media on the Company’s behalf without first contacting their manager/leadership and the Company’s (\_\_\_\_\_\_), before responding. All media or press inquiries should be directed to (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

If a media inquiry is generated, it must be immediately directed to (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) without any comment either on or off the record.

Follow general civil behavior guidelines and always attempt to be fair and courteous to fellow employees. Integrity, accountability and respect are core values. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or utilizing the Company’s complaint procedures than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that maliciously disparages the Company or other employees or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of sex, race, disability, religion, or any other characteristic protected by law or Company policy.

You are reminded that when you participate in public blogs or discussion activities, all posted content (even if deleted) is immediately, and at any time, subject to monitoring and review by the Company and your co-workers. Employees bear full responsibility for the material they post on personal blogs or other social media.

For purposes of this policy, a “personal blog” or “social media” includes personal websites and all forms of on-line community activities such as on-line social networks, message boards, conversation pages, and chat rooms.

In general, please remember that what you publish is widely accessible, including by the Company, and will be around for a long time, so consider the content carefully and follow the guidelines in this policy.

Employees should realize that nothing in this Handbook or in this policy is intended to prevent them from freely discussing their own wages, hours, or working conditions with other employees, including in the context of social media.

If you have any questions regarding this policy and its application, please contact (\_\_\_\_\_\_\_\_\_).

**Bloodborne Pathogens**- **(Optional Policy) [Editor’s Note, Suggested Language]**

**Reporting On the Job Injuries or Illnesses**- In the event of injury or illness, related to the job, regardless of how slight, report it immediately in writing to your supervisor for First Aid and/or medical attention. Medical services for on-the-job injuries are available as part of “workers’ compensation”.

**Emergency Medical Service Is Available 24 Hours at**- (\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

Telephone number is (\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

**First Aid-**In spite of precautions, accidents occasionally happen. Emergency first aid suppliesare located: (\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

**Fire Extinguishers/Fire Department Number**- Fire Extinguishers of several types are located at key points. Find out the location of these extinguishers and learn how to use them.

Telephone number of the nearest fire department is(\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

**Guests/Visitors**-For safety and security reasons, visitors and guests will not be allowed at the Company’s plant facilities except for Company sponsored tours or with advance permission from the President **(Option> designate another appropriate person(s)).** When permitted, all employees are accountable for the actions of their personal visitors and guests, and any disruption or problems such visitors and guests may cause to individual work activities, plant operations or other employees. In general, visitors and/or guests will only be permitted when absolutely necessary, e.g., emergency situations, and/or over break and meal periods. The employee is responsible for his/her guests and visitors, their actions, safety and well-being. It is the sole responsibility of the employee to see that his/her guests and visitors follow all rules including the rules of this policy. Non-adherence to any portion of this policy may result in disciplinary action up to and including termination of employment.

**EMPLOYEE HANDBOOK REVISIONS**

It is intended that this document shall reflect adequate understanding of your work situation. The dynamic nature of the printing industry and of the times will undoubtedly require changes in this work situation. The Company reserves the right to amend, modify, rescind, delete, supplement or add to the provisions of this handbook, as it deems appropriate from time to time in its sole and absolute discretion, other than the employment at will policy. I further understand that my employment is at will and no manager, supervisor, or other employee of the Company, other than (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (the President), can enter into an agreement for continued or indefinite employment, or employment for a specific term, position, or rate of pay, and that any such agreement must be in writing and signed by the President of the Company. **[Editor’s Note]**

**RECEIPT AND ACKNOWLEDGEMENT FOR EMPLOYEE HANDBOOK**

This is to acknowledge that I have received a copy of the (Name of Company)employee handbook, dated, (**\_\_\_\_\_\_\_\_)** 20(**\_\_\_)**. I understand that it contains important information on [Company’s] general personnel policies and on my privileges and obligations as an employee. I acknowledge that I am expected to read, understand, and adhere to [Company’s] policies and I agree to read and familiarize myself with the contents of the Handbook. I also understand that these are the current intentions of the Company, but that the Company may change, rescind, or add to any policies, benefits or practices described in the Handbook, in its sole discretion, other than the employment at-will contract. Accordingly, I understand that the Handbook, other than the employment at-will policy, is not a binding contract. Since a new Handbook will not be prepared with every change, I agree to consult my immediate supervisor if I have a question.

I further understand that my employment is at will and either the employee or the Company may terminate the employment relationship at any time, with or without cause, and with or without notice. Consistent with the at-will policy, I also understand that an employee may also be transferred, reassigned, suspended, demoted, or have the employee’s pay reduced, with or without cause or notice. I also understand that no manager, supervisor, or other employee of the Company, other than (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), can enter into an agreement, either verbal or written, for continued or indefinite employment, or employment for a specific term, position, or rate of pay. The at-will agreement can only be changed, if at all, by a writing signed by the President of the Company. This at-will agreement is the entire agreement between the employee and the employer with regard to the employment term. It supersedes all prior agreements, understandings and representations concerning my employment with the Company.

Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 Employee

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Employee

Signature: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 Hiring Supervisor

**Editor’s Note:** The “RECEIPT AND ACKNOWLEDGEMENT FOR EMPLOYEE HANDBOOK” statement above must be separated from the employee’s copy of their handbook, and placed in the employee’s personnel file. The Company upon receiving the “RECEIPT AND ACKNOWLEDGEMENT FOR EMPLOYEE HANDBOOK” statement from the employee should make a copy of the receipt and return copy back to employee.)