

EMPLOYEE HANDBOOK

2026

ComplianceHR

Note: This Employee Handbook is not intended to apply to any particular employer or to provide legal advice or opinion. Such advice may only be given when related to specific handbooks and specific fact situations. In no circumstances should any employee handbook be adopted and issued to employees before the final draft has been approved by experienced labor and employment counsel. This employee handbook template generally includes policies prompted and informed by federal, state and local laws in the employee policy context, as well as leave of absence and scheduling policies intended to comply with local laws in major municipalities (i.e., those with 100,000 residents or more), and policies that provide important information and establish norms and expectations for the workplace. This handbook template does not include the following: drug-testing policies; policies related to municipal laws other than those specified above; or policies specific to government contractors or certain industries. Generally, the template does not address industry-specific requirements.

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Commented [BP1]: Under General employment - add section on hiring, professional development, training

1. GENERAL INFORMATION

Welcome to ASI!

If you are new to ASI, welcome! If you are a current employee, thank you! One of the keys to our success is hiring and retaining good employees. We have hired you because we believe you have the skills and the potential to help our Company succeed. We expect employees to perform the tasks assigned to them to the best of their abilities.

We are glad to have you as a member of our team. We hope that your employment proves mutually satisfying. Every employee has an important role in our operations, and we value the abilities, experience and background they bring with them.

If, at any time, you need assistance or guidance, do not hesitate to ask your supervisor or any of the ASI management staff.

About Our Company

ASI believes that outstanding people are the key to our success. Our strength and future growth depend on the contributions made by you and each person within our organization. We are proud to have you as part of our team. To ensure continued success, we feel it is important that all employees understand our policies and procedures. This Employee Handbook will familiarize employees with the various aspects of working with us. We encourage all employees to use the Handbook as a valuable resource for understanding our Company.

ASI Organizational Charts

Employees -- https://asicalstatela.org/stafforg

Student Leadership –

- https://asicalstatela.org/student-organization-chart
- https://asicalstatela.org/general-election/member-directory

2. PURPOSE OF THE EMPLOYEE HANDBOOK

This Employee Handbook contains information about the employment policies and practices of **Associated Students of California State University, Los Angeles, Inc.** (referred to in this Employee Handbook as **"ASI**" or "Company"). These policies reflect ASI's values, and we expect each employee to read this Employee Handbook carefully as it is a valuable reference for helping you understand your job and employment with ASI.

The ASI Employee Handbook will be provided to each employee upon hiring through the ADP portal and as a part of their onboarding. The employee is expected to read the Handbook in its

entirety and acknowledge their understanding in the ADP portal. If revisions or amendments are made to the Handbook, ASI will notify all employees and require them to read and acknowledge the new Handbook through ADP.

This Employee Handbook supersedes all previously issued Employee Handbooks. Except for the policy of at-will employment, the Company reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook.

This Employee Handbook is not a contract and does not constitute an express or implied contract guaranteeing continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment, express or implied, that changes or alters the fact that employment with **ASI** is at-will. **Only the ASI Executive Director or their authorized representative has the authority to enter into an employment agreement that alters the fact that employment with the Company is at-will, and any such agreement must be in writing signed by the Executive Director or their authorized representative.**

Not all of the Company's policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Employee Handbook or any other policy or procedure, they should ask their supervisor or ASI Management Staff**.**

Nothing in this Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, including the right to: communicate with others concerning wages, hours, benefits, and other terms or conditions of employment; self-organize, form, join or assist labor organizations; bargain collectively through representatives of the employees' choosing; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; refrain from engaging in such activities; or engage in any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission, or any other federal, state or local agency charged with the enforcement of any laws.

The Company complies with applicable laws, including state and local laws.

3. EMPLOYMENT AT-WILL

Employment with **ASI** is at-will unless state law provides otherwise. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the Company. Nothing in this Handbook or any oral statement shall limit the right to terminate at-will. This at-will employment policy is the sole and entire agreement between the employee and **ASI** regarding the fact that employment with the Company is at-will. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes the fact that employment with the Company is at-will. **Only the ASI Executive Director or their authorized representative has the authority to enter into an employment agreement that alters the fact that employment with ASI is at-will, and any such agreement must be signed in writing by the ASI Executive Director or their**

authorized representative.

4. COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY

4.1. Discrimination, Harassment and Retaliation Prevention Policy

Equal Employment Opportunity

ASI is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their: race (including traits associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, citizenship status, physical disability (including HIV/AIDS) or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military and veteran status, an individual's reproductive health decisions and any other consideration protected by federal, state or local law (collectively referred to as "Protected Characteristics"). The Company also prohibits discrimination and harassment on the basis of any combination of Protected Characteristics and on the basis of any perception that a person has or is associated with someone who has one or more Protected Characteristics.

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law.

The Company allows employees to self-identify their gender, name and/or pronoun, including gender-neutral pronouns. The Company will use an employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, the Company will identify the employee in accordance with the employee's current gender identity and preferred name.

Commented [BP2]: Replaces ASI Policy 103- Equity and Diversity

Commented [ZCJ3]: Employers are required to distribute their anti-discrimination and anti-harassment policies through one or more of the following methods: (1) printing and/or emailing a copy to all employees with an acknowledgement form for employees to sign and return; (2) posting the policies on a company intranet with a tracking system to ensure all employees have read and acknowledged receipt; (3) discussing policies upon hire and/or during new-hire orientation sessions; and/or (4) any other way that ensure employees receive and understand the policies.

Any employer whose workforce at any facility or establishment contains 10 percent or more of persons who speak a language other than English as their spoken language shall translate the policy into every language that is spoken by at least 10 percent of the workforce.

Commented [BP3R2]: Entire handbook will be provided upon hire and as revisions are made and employees shall review it through the ADP portal and acknowledge their understanding of the rules.

Commented [AEM4]: The regulations on national origin (which apply equally to undocumented applicants and employees) also explain that an employer cannot:

- Adopt or enforce a policy that limits or prohibits the use of any language in the workplace, including having an English-only rule, unless the restriction is justified by business necessity and narrowly tailored and employees are notified of the circumstances and time when the restriction will be observed and the consequences for violation;
- Discriminate on the basis of an applicant's or employee's English proficiency, unless the English proficiency requirement is justified by business necessity;
- Discriminate on the basis of an applicant's or employee's accent, unless the employer proves that the individual's accent interferes materially with the applicant's or the employee's ability to perform the job in question; or
- Retaliate against an individual for opposing discrimination or harassment on the basis of national origin, including filing a complaint, with "retaliate" defined to include threatening to contact immigration authorities or law enforcement about the immigration status of an employee or their family member, a former employee or family member, or an applicant or family member, as well as taking adverse action because an employee updates personal information based on a name change, social security number, or government-issued employment documents.

The regulations also explain that an employer may request from an applicant or employee information regarding their ability to speak, read, write, or understand any language, including languages other than English, if justified by business necessity.

The Company will not tolerate discrimination or harassment based upon these protected characteristics or any other characteristic protected by applicable federal, state or local law. The Company also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers.

Prohibited Harassment

Commented [BP5]: Review CSU policy - see if there are any significant differences. Should align with CSU

ASI is committed to providing a work environment that is free of illicit harassment based on any Protected Characteristics. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to: race (including traits associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, citizenship status, physical disability (including HIV/AIDS) or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military and veteran status, an individual's reproductive health decisions or any other consideration protected by federal, state or local law. The Company also prohibits discrimination and harassment on the basis of any combination of Protected Characteristics and on the basis of any perception that a person has or is associated with someone who has one or more Protected Characteristics.

For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States and based on any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. All such harassment is prohibited.

This policy applies to all persons involved in ASI operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party interacting with the Company ("third parties") and prohibits harassing conduct (as defined in this policy) by any employee or third party of **ASI**, including nonsupervisory employees, supervisors and managers. If such harassment occurs on the Company's premises or is directed

toward an employee or a third party interacting with the Company, the procedures in this policy should be followed.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.

An employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. An employee who engages in unlawful harassment may be personally liable for harassment even if the Company had no knowledge of such conduct.

Other Types of Harassment

Harassment on the basis of any legally Protected Characteristic, as identified above, is prohibited. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected characteristic;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings or gestures based on protected characteristic; and
- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected characteristic.

Abusive Conduct Prevention

It is expected that the Company and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of managements' expectations, during working times, and that they refrain from any malicious, patently offensive or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by **ASI** for using the Company's complaint procedure, reporting prohibited discrimination or harassment or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure

Any employee who believes they have been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with **ASI** in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to their supervisor, the ASI Executive Director or any other member of ASI management, or External consultant

Commented [MAE6]: This "Abusive Conduct Prevention" section is not required to appear in an employer's discrimination, harassment, retaliation policy. The California FEHA requires that all employers of 5 or more employees provide 1 hour of sexual harassment and abusive conduct prevention training to non-managerial employees and 2 hours of sexual harassment and abusive conduct prevention training to managerial employees once every two years. The FEHA regulations set forth extensive and specific requirements for the content of the abusive conduct prevention training component.

California law also encourages, but does not require, employers to provide bystander intervention training to employees. The training and education may include exercises to provide bystanders with the skills and confidence to intervene as appropriate and give bystanders resources they can call upon to support their intervention.

Commented [BP7]: Need to identify another external agency - some public mediation agencies available

If an employee alleges that their supervisor or any another manager has engaged in harassing conduct or conduct that is otherwise believed to violate this policy, the employee must report the alleged conduct to the ASI Executive Director – reporting directly to the offending supervisor directly is not sufficient. Employees are not required to make a complaint directly to their immediate supervisor. Supervisors and managers who receive complaints of misconduct must also immediately report such complaints to ASI Executive Director who will attempt to resolve issues internally. When a report is received, the Company will conduct a fair, timely, thorough and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of prohibited harassment, discrimination or retaliation, or regarding the alleged violation of any other Company policies. The Company will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Commented [ZCJ8]: Employers are required to document and track complaints to assess for reasonable progress.

Commented [BP8R2]: ASI to develop a procedure for reporting and identify an external agency/attorney to help resolve issues that may need additional assistance or involve ASI management.

Upon completion of the investigation, the Company will communicate its conclusion as soon as practical. If the Company determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

The federal Equal Employment Opportunity Commission (EEOC) and the California Civil Rights Department (CRD) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at www.eeoc.gov or https://calcivilrights.ca.gov. The CRD Sexual Harassment Prevention training may be accessed here: https://calcivilrights.ca.gov/shpt.

Commented [BP9]: Confirm this service is still available as this could be helpful in cases for ASI where we do not have a full HR department to help process complaints.

4.2. Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact their supervisor to request such an accommodation.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly the employee's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee through an interactive process to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation which may

also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and by being willing to consider alternative accommodations when applicable. In some cases, the above-described interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to the ASI Executive Director.

The Company will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

4.3. Religious Accommodation

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified, and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the conduct of the Company's business.

The Company has developed an accommodation process to assist all employees. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of their supervisor to initiate the accommodation process. The Company asks that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

The Company will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

4.4. Accommodations for Victims of Violence

ASI will make reasonable accommodations for any employee who reports that they are the victim, or a family member of a victim, of a qualifying act of violence and requests that the Company accommodate their safety while at work, unless providing the accommodation will impose an undue hardship on the Company's business operations or violates the Company's duty to provide a safe and healthy working environment for all employees.

"Qualifying act of violence" means domestic violence, sexual assault, stalking, or an act, conduct, or pattern of conduct in which a third party causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Reasonable accommodations may include, but are not limited to a transfer; reassignment; modified work schedule; change in work telephone number; permission to carry telephone at work; change in work station; installed lock; assistance in documenting domestic violence, sexual assault, stalking, or another qualifying act of violence that occurs at the workplace; implemented safety procedures; other adjustment to a job structure, workplace facility or work requirement in response to a domestic violence, sexual assault, stalking, or other a qualifying act of violence; or referral to a victim assistance organization. The Company will engage in a timely, good faith and interactive process with the employee to identify effective reasonable accommodations.

Employees may also be entitled to a leave of absence under the Company's Leave for Victims of Violence policy, Leave to Attend Judicial Proceedings Related to Certain Felonies policy and/or Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or their supervisor or ASI Executive Director for additional information.

The Company may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Company may also require an employee to provide a certification that the employee or the employee's family member is a victim and may request recertification every six months. Any of the following will be considered sufficient certification: a police report indicating the employee or the employee's family member was a victim; a court order protecting or separating the employee or the employee's family member from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that the employee or the employee's family member has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee or the employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Employees must notify the Company if their needs change or if they no longer need an accommodation.

The Company will keep all information submitted in connection with an employee's request for an accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate or retaliate against any employee because of the employee's or their family member's status as a victim, if the employee provides the Company notice of such status, the Company has actual knowledge of such status, or the employee requests a reasonable accommodation in accordance with this policy.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their supervisor or the ASI Executive Director.

4.5. Accommodation for Drug or Alcohol Treatment or Rehabilitation

ASI will attempt to reasonably accommodate employees with chemical dependencies (drugs or alcohol), if they voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Company's business operations. The Company's support for treatment and rehabilitation does not obligate the Company to hire or employ any person who violates the Company's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform their duties or cannot perform the duties in a manner that would not endanger the employee's own health or safety or the health or safety of others.

The Company will keep all information submitted in connection with an employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law. Time off for these purposes is unpaid. However, employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their supervisor or the ASI Executive Director.

5. GENERAL EMPLOYMENT PRACTICES

5.1. Employee Classifications

Employees of **ASI** are classified as either exempt or non-exempt under federal and state wage and hour laws and are further classified for administrative purposes.

The following designations are used throughout this Employee Handbook.

Exempt Employees

Exempt employees are employees who have been classified by ASI as exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis, and their salary is compensation for all hours worked each week, rather than for a fixed number of hours per week.

Employees will be informed whether their status is exempt or non-exempt and should consult their supervisor with any questions or concerns regarding this status.

Non-exempt Employees

Non-exempt employees are employees who have been classified by the ASI as non-exempt and who are ***not*** exempt from minimum wage and overtime pay requirements. Non-exempt employees are eligible to receive overtime pay for hours worked in excess

of eight hours in any workday and 40 hours in a workweek, with pre-approval from their supervisor.

Employees will be informed whether their status is exempt or non-exempt and should consult their supervisor with any questions or concerns regarding this status.

Full-Time Employees

Full-time employees are those who are normally scheduled to work and who do work a schedule of **40** hours per week. Full-time employees are generally eligible for the employee benefits described in this Employee Handbook and are provided with benefits required by applicable law.

Part-Time Employees

Part-time employees are those who are normally scheduled to work and who work fewer than **30** hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis.

Commented [BP10]: Review and determine threshold. What is the cutoff for benefits?

Temporary Employees

Temporary employees are those who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project. These temporary employment assignments are of limited duration. Temporary employees are not eligible for employee benefits, except as required by applicable law, and may be classified as exempt or non-exempt on the basis of job duties and compensation.

Student Employees

Student employees are temporary, part-time workers who are matriculated students at Cal State LA ("University") taking classes either on a full-time or part-time basis. A student who is officially admitted to the University satisfies matriculation requirements. Students taking classes through Continuing Education and/or Open University are not considered matriculated students. Full-time and half-time status is defined by each campus based on its academic term. See ASI's Student Assistant Handbook for more information.

5.2. Introductory Period

Commented [BP11]: Taken from ASI's existing policy 104 and updated - retire policy

Commented [BP11R2]: https://asicalstatela.org/sites/default/files/content/upload/2014/10/policy-104-personnel-introductory-period-policy-104.pdf

Part-time and Student Employees

Upon initial employment, rehire, or promotion, all part-time employees of ASI shall serve a 30-day introductory period. After completing their first 30 days, the employee's performance shall be evaluated by their supervisor. Unsatisfactory performance will be documented in a performance improvement plan with an additional 30-day review. Continued unsatisfactory performance will be addressed with additional performance

expectations, an extension of the review period, or termination.

Full-time Employees

Upon initial employment, rehire, or promotion, all full-time employees of ASI shall serve a 90-day introductory period. After completing their first 90 days, the employee's performance shall be evaluated by their supervisor. Unsatisfactory performance will be documented in a performance improvement plan with and may include an extension of the introductory period for a specified amount of time set by the supervisor with approval by the Executive Director. Continued unsatisfactory performance will be addressed with additional performance expectations, an extension of the review period, or termination.

5.3. Hiring Practices

To be added later and address - Posting positions, Reimbursement for moving expenses, etc.

Commented [BP12]: To be completed this summer

5.4. Training and Professional Development

Commented [BP13]: Replaces current ASI Policy 110 - retire.

https://asicalstatela.org/sites/default/files/content/upload/2018/01/policy-110-personnel-training-and-development-policy-11.30.17.pdf

Commented [BP13R2]: Review required CSU training that extends to Auxiliaries and add here.

Job-specific training and general onboarding to ASI will be provided primarily by the employee's supervisor and may include meetings with other ASI staff and student leaders. All new employees, including staff and student employees, are required to complete assigned mandatory training within thirty (30) days of their date of hire, unless otherwise specified.

Onboarding with ASI includes reviewing various policies, procedures, and orienting the employee to ASI operations and practices. Many of the required training components will be incorporated into the formal employee onboarding through the ADP Portal, the CSU Learn portal, and other training will be done in person.

ASI-required training includes:

- This document, the ASI Employee Handbook (upon hiring and anytime thereafter when amendments are made to the Handbook)
- Workplace Violence Prevention Program (Annually)
- Emergency Preparedness Procedures (Annually)
- Conflict of Interest & signing the Conflict of Interest Agreement (once upon hiring)

ASI adheres to all California State University required systemwide training. These trainings are mandated to ensure compliance with federal and state laws, CSU policies, and workplace safety standards, and to promote a safe and respectful work environment. ASI employees are required to complete all CSU-mandated trainings, which include, but are not limited to:

- Discrimination and Harassment Prevention (Title IX/Gender Equity) – how often?

- Data Security and FERPA – how often?
- Injury and Illness Prevention Program (IIPP)- how often?
- CANRA (Child Abuse and Neglect Reporting Act) - Mandatory, period training.
- Supervisory training – for those who supervise students (how often?)

Completion of all required training is a condition of employment. Failure to complete assigned training within required timeframes may result in corrective action and may be reflected in performance evaluations.

Employees are responsible for monitoring their campus email for official notifications regarding assigned training and deadlines.

5.4.1. Continuing Education Support

Commented [BP14]: This is taken from ASI's current Policy 113- Educational Enhancement, which will be replaced with this language and retired.

https://asicalstatela.org/sites/default/files/content/upload/2014/10/policy-113-personnel-educational-enhancement-policy.pdf

ASI supports continuing education as a benefit to Associated Students, Inc. full-time employees in classifications that are eligible for other benefits. To be eligible for continuing education benefits, the employee must complete one year with ASI and have received a satisfactory performance evaluation for the year.

Participation in the Continuing Education Program starts with the employee requesting to participate in the program and requires pre-approval of the supervisor and the Executive Director, which will be documented in a letter articulating the educational course, the institution providing instruction, the course requirements, and the cost of the program. Full-time employees are eligible to receive tuition reimbursement (including applicable fees) for courses taken as part of a pre-approved program from an accredited college or university including extended education courses. The maximum allowable reimbursement under the Continuing Education Program is the equivalent of two courses or six quarter units of study at the cost of CSU undergraduate tuition, whichever is greater. Graduate studies will be funded up to six units per term at the CSU graduate tuition level.

Reimbursement is also dependent on the employee earning an acceptable passing grade in the course. An earned grade of "C" or better is required for reimbursement for undergraduate course work and a grade of "B" or better is required for graduate course work. The employee will be required to submit proof of grades when submitting their request for reimbursement.

Employees may assign their educational enhancement benefit to an immediate family member (i.e. spouse, domestic partner, or dependent children), however, only one individual can participate in the program at a time.

Funding for the Continuing Education Program is dependent on available budget. With pre-approval of the employee's participation in the Program, the approved reimbursement costs will be added to the ASI annual budget under employee benefits.

5.4.2. Professional Development and Professional Organizations

Commented [BP15]: Part-time staff are not guaranteed professional development funds because of their status.

Full-time employees and student staff are encouraged to participate in professional development opportunities such as conferences, association meetings, and workshops and these can be supported financially when the budget allows. Professional development funding

shall be incorporated into the annual budget and may include transportation, lodging, registration dues, food and other incidental costs. Employees may request conference and other professional development opportunities in the spring semester for the upcoming academic year, which will be reviewed and approved by their direct supervisor and the Executive Director and will be based on the employee's performance.

5.4.3. Professional Organizations

ASI pays membership dues to certain associations for the company, however, individual membership dues with professional organizations are not covered by ASI.

5.5. Workplace Relationships

In order to avoid potential conflicts of interest, favoritism, or illegal harassment, supervisors are prohibited from engaging in a romantic or dating relationship (whether formal or informal) with a subordinate or an employee over whom the supervisor may have any influence concerning the employee's pay, benefits, job duties, performance evaluation, promotion, transfer, hiring, discipline, assignments, or other terms and conditions of employment ("prohibited situation"). In addition, the Company will not hire or place an individual who is in a romantic or dating relationship (whether formal or informal) with another employee when a prohibited situation would arise.

If a prohibited situation relationship occurs or exists, or if an individual is applying for a position that would create a prohibited situation, both the involved supervisor and the involved employee/applicant must report the relationship to the ASI Executive Director immediately. Additionally, both individuals are required to take steps to resolve any actual or potential conflict of interest or impropriety created by the relationship.

Appropriate steps will be taken consistent with this policy in the sole discretion of the Company. This may include, but is not limited to, adjusting or the removal of any reporting relationship between the supervisor and the employee or termination of employment. The Company reserves the right to take whatever action is necessary in its discretion to address the matter.

In addition, the Company will consider romantic or dating relationships when they affect an employee's job performance, occur during working time or on Company premises, or pose a conflict of interest or danger of a conflict of interest, even when a supervisory/subordinate relationship does not exist between the employees. Where such a situation occurs, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company. The Company reserves the right to take whatever action is necessary in its discretion to address the matter.

Commented [BP16]: Should include something like this in the Student Leader Handbook and Student Assistant Handbook

Commented [MAE17]: DRAFTING NOTE: This policy can be combined with the "Employment of Relatives" policy that follows into a single policy. Employers who wish to use that single policy can replace "Workplace Relationships" AND "Employment of Relatives" with the following single policy:

Employment of Relatives and Fraternization
In order to avoid potential conflicts of interest, favoritism, harassment or breaches of professional standards, supervisors are prohibited from being a relative of or in romantic relationship with another employee who is a subordinate of the supervisor or over whom the supervisor or manager may have any influence concerning the employee's pay, benefits, job duties, performance evaluation, promotion, transfer, hiring, discipline, assignments, or other terms and conditions of employment ("prohibited situation"). In addition, the Company will not hire or place an individual who is a relative of or in a romantic relationship with another employee when a prohibited situation(s) would arise.

If such a relationship occurs or exists, or if an individual is applying for a position that would create a prohibited situation, both the involved supervisor and the involved employee/applicant must report the relationship to **[insert title/department]** immediately. Additionally, both individuals are required to take steps to resolve any actual or potential conflict of interest or impropriety created by the relationship. Appropriate steps will be taken consistent with this policy in the sole discretion of the Company. This may include, but is not limited to, adjusting or the removal of any reporting relationship between the supervisor and the Employee, or termination of employment. The Company reserves the right to take whatever action is necessary to resolve the matter.

Employees who violate this policy, including the reporting requirement, will be subject to disciplinary action up to and including termination of employment.
In other cases where a conflict or the potential for conflict arises, job performance is impacted, or other business interests are implicated because of a relative or romantic relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment. The Company reserves the right to take whatever action is necessary to resolve the matter.

For purposes of this policy, the term "relative" includes individuals related by blood or marriage or whose relationship with the Employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status). For purposes of this policy, the term romantic relationship includes, but is not limited to, casual or serious dating, casual sexual involvement, cohabitation and any other conduct or behavior normally associated with romantic, dating or sexual relationships. Present Employees who marry will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions that present a conflict of interest or danger of conflict of interest.

All employees must avoid romantic or dating relationships with other employees that create conflicts of interest, potential sexual harassment complaints, or discord or distractions that interfere with the employees' productivity.

For purposes of this policy, the term romantic or dating relationship includes, but is not limited to, casual or serious dating, casual sexual involvement, cohabitation and any other conduct or behavior normally associated with romantic, dating or sexual relationships.

Employees who violate this policy, including the reporting requirement, will be subject to disciplinary action up to and including termination of employment.

5.6. Employment of Relatives

Commented [BP18]: This replaces ASI's Policy 111-Nepotism

Commented [BP18R2]: Retire Policy 111-https://asicalstatela.org/sites/default/files/content/upload/2014/10/policy-111-personnel-nepotism-policy.pdf

In order to avoid potential conflicts of interest, favoritism, prohibited harassment or breaches of professional standards, supervisors are prohibited from being a relative of another employee who is a subordinate of the supervisor or over whom the supervisor or manager may have any influence concerning the employee's pay, benefits, job duties, performance evaluation, promotion, transfer, hiring, discipline, assignments, or other terms and conditions of employment ("prohibited situation"). In addition, the Company will not hire or place an individual who is a relative of another employee when a prohibited situation would arise.

If such a relationship occurs or exists, or if an individual is applying for a position that would create a prohibited situation, both the involved supervisor and the involved employee/applicant must report the relationship to the ASI Executive Director immediately. Additionally, both individuals are required to take steps to resolve any actual or potential conflict of interest or impropriety created by the relationship.

Appropriate steps will be taken consistent with this policy in the sole discretion of the Company. This may include but is not limited to adjusting or the removal of any reporting relationship between the supervisor and the employee, or termination of employment. The Company reserves the right to take whatever action is necessary to resolve the matter.

Employees who violate this policy, including the reporting requirement, will be subject to disciplinary action up to and including termination of employment.

In addition, the Company will consider relative relationships when they affect an employee's job performance, even when a supervisory/subordinate relationship or conflict does not exist between the employees. The Company reserves the right to take whatever action is necessary to resolve the matter.

For purposes of this policy, the term "relative" includes individuals related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status). Current employees who marry will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions that present a conflict of interest or

danger of conflict of interest.

5.7. Background Checks

The Company recognizes the importance of maintaining a safe, secure work environment with employees who are qualified and nonviolent, and who do not present a risk of serious harm to their coworkers or others. To promote these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal anti-discrimination and privacy laws. The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

5.8. Access to Personnel Files and Payroll Records

Upon written request, a current or former employee or a designated representative may inspect and receive a copy of the employee's personnel file and records that relate to the employee's performance or disciplinary record.

Personnel records will be available for inspection in the ASI Office. The Company will comply with a written personnel file request at reasonable intervals and reasonable times within 30 calendar days of the written request. The parties may agree to a date beyond 30 calendar days provided it is not longer than 35 calendar days from the employer's receipt of the written request.

Current and former employees also may inspect their payroll records upon written or oral request and may request a copy of these records. The Company will comply with written payroll records requests as soon as practicable, but no later than 21 calendar days following the request.

Only authorized members of ASI management have access to personnel files. Only the ASI Executive Director is authorized to release information about current or former employees on behalf of the Company. However, the Company will cooperate with—and provide access to an employee's personnel file to—law enforcement officials or local, state or federal agencies in accordance with applicable law, or in response to a subpoena, in accordance with applicable law.

Commented [FD19]: This outlines what is already included in Policy 107. Procedure can be included in the Procedure Handbook.

Commented [BP19R2]: https://asicalstatela.org/sites/default/files/content/upload/2014/10/policy-107-personnel-personnel-files-policy.pdf

5.9. Personal Data Changes

To better assist employees and/or their families in the event of personal emergencies, **ASI** needs to maintain up-to-date contact information. Maintaining accurate information in our files is also important for recordkeeping, payroll and benefits related purposes.

Changes in name, address, telephone number, marital status, number of dependents, next of kin and/or beneficiaries should be given to the ASI Associate Executive Director promptly or changed in the ADP Portal by the employee, with notification of the change to the AED.

Commented [BP20]: Add this to the Student Assistant Handbook and Student Leader Handbook.

5.10. Voluntary Open Door Policy

We recognize that employees may have suggestions for improving our workplace, as well as complaints about the workplace. We feel that the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with an employee's supervisor. Employees should feel free to contact their supervisor with any suggestions and/or complaints. If employees do not feel comfortable contacting their supervisor or are not satisfied with their supervisor's response, they should contact the ASI Executive Director or the AVP/Dean of Students.

While we provide employees with this opportunity to communicate their views, please understand that not every complaint can be resolved to the employee's satisfaction. Even so, we believe that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of reprisal.

Please note that some Company policies, such as the Sexual and Other Prohibited Harassment policy, contain specific reporting procedures that should be followed. Employees should utilize this Voluntary Open Door policy for reports and ideas that are not addressed through the Company's specific reporting procedures.

Commented [BP21]: Add this language to the Student Assistant Handbook

6. FLEXIBLE WORK ARRANGEMENTS

Commented [BP22]: Combine with existing Flexible Work Arrangements Policy and retire.

Commented [BP22R2]: *https://asicalstatela.org/sites/default/files/content/upload/2024/06/asi-flexible-work-policyjune-2024.pdf*

Purpose

This policy addresses the circumstances under which remote working may be permitted when needed and the standards that apply to such work. The goal of permitting remote work is to allow employees the ability to fulfil job responsibilities from a location (typically, their home) other than their primary business site, with no negative impact on clients, projects, or the employee's department or group. Working remotely is not a guaranteed universal employee benefit and it is not possible to offer to all employees, as the requirements of some positions are not suited to such arrangements.

ASI is committed to helping its employees balance the competing demands of work, family, and

personal obligations by offering a variety of work schedules. These arrangements provide employees with increased flexibility with their work schedule and/or work locations while allowing ASI to maintain a progressive and productive work environment. As defined under this policy, such arrangements present potential benefits for both ASI and its employees, including increased productivity, broader programmatic opportunities, enhanced employee recruitment and retention, reduced demand for office space, decreased operating costs, improved environmental sustainability efforts, and enhanced work-life balance.

Definitions

Terms	Definitions
Alternative Work Schedules	A work schedule that deviates from the standard work schedule or the normal department work schedule
Compressed Workweek	An alternative work schedule that allows employees to work a 40-hour workweek in less than five workdays, or an 80-hour pay period in less than ten workdays
Core Hours	A specific span of hours during the day when a group of employees in a department are expected to be at work. The department supervisor determines core hours
Employee	A full-time or part-time ASI staff member
Flextime	An alternative work schedule that allows employees with the approval of their supervisors to choose their arrival and departure times during a flexible time that includes core hours
Hybrid Work	A flexible work arrangement where employees regularly perform part of their work off-site and perform part of their work on-site on at least a weekly basis. Expectations and considerations must be documented in a Hybrid Work Agreement
Off-Site	A work location that is not on-site, i.e., that is not on ASI or Cal State LA property
On-Site	A work location on ASI property, whether licensed, leased, or owned. On-site does not include an employee's residence.
Primary Worksite	The typical location where ASI expects the employee's work to take place
Standard Work Schedule	The days and hours that a unit typically expects an employee to be working. The standard work schedule for ASI is eight hours per day on five consecutive days, generally: • 8:00 a.m. to 5:00 p.m. with a one-hour unpaid meal period, or • 8:00 a.m. to 4:30 p.m. with a 30-minute unpaid meal period, or • 8:30 a.m. to 5:00 p.m. with a 30-minute unpaid meal period
Standard Workweek	The standard workweek is midnight Sunday morning (12:00:01 a.m.) to midnight the following Saturday.
Supervisor	The ASI management personnel to whom an employee has a direct reporting relationship
Telecommuter	An employee who has fully executed a Hybrid Work Agreement authorizing them to work at an off-site work location.

6.1. Flexible Work Arrangements

ASI offers two types of flexible work arrangements: alternative work schedules and hybrid work. These

options can be combined (for example, an employee could request to work an alternative work schedule on a hybrid basis).

6.1.1. ALTERNATIVE WORK SCHEDULES

Alternative work schedules include flextime options and compressed workweek options. The options below are examples and can be adjusted or combined.

FLEXTIME OPTIONS

- Daily Flex-- The employee's work schedule has set start and end times that differ from the Standard Work Schedule. For example, the employee works from 7:00 a.m. to 4:00p.m. with a one-hour unpaid meal period.
- Day-of-the-Week Flex-- The employee's work schedule is flexed on a pre-established day of the week. For example, the employee works Monday – Thursday from 8:00am to 5:00pm and Friday from 7:00am – 4:00pm

COMPRESSED WORKWEEK OPTIONS

- A compressed workweek is an alternative work schedule that allows employees to work a 40- hour workweek in less than five workdays or work an 80-hour pay period in less than ten workdays.
- 9/80 Schedule-- The employee works 80 hours for a bi-weekly period in nine days instead of ten days. For example, the employee works Monday – Friday from 7:00 a.m. – 5:00 p.m. one week and Monday – Thursday from 7:00 a.m. to 5:00 the following week with Friday off.
- 4/10 Schedule – The employee works Monday – Thursday from 7:00a.m. to 6:00p.m. and does not work Fridays.

IMPLEMENTATION FOR NON-EXEMPT EMPLOYEES

- The implementation of the compressed work week option will not be immediate. The timeline of the implementation will be determined based on creation of procedures for overtime rules, shift differential, pay schedules, paid time off (PTO), holidays, leaves of absence, and current business demand.
- Implementation of a compressed workweek option for non-exempt employees must be conducted in compliance with the California Industrial Welfare Commission Order No. 4-2001, which in part requires adoption of a compressed workweek by at least a two-thirds (2/3) vote of the affected employees voting in a secret ballot election. Otherwise, the compressed workweek option is only available to exempt employees pursuant to the Fair Labor Standards Act.

6.1.2. HYBRID WORK

Hybrid work is a flexible work arrangement where employees perform part of their work off-site, although most of their weekly shift shall remain on-site. Expectations and considerations for hybrid work shall be documented in writing with the consent and approval of the employee's supervisor and Executive Director. Hybrid work agreements shall articulate the length of time (single day or repeating days for a period of time) and any conditions for the employee, resources needed, and accountability measures. While classes are in session, ASI prioritizes and emphasizes on-site work schedules to serve students on campus, although hybrid work may be approved as needed. Any approved hybrid work schedule may be minimized and adjusted by the supervisor to provide appropriate direct student interface. Hybrid work arrangements may be expanded during breaks when classes are not in session. Exceptions may be granted by the Executive Director in writing.

6.2 Selection and Eligibility

Employees may be advised by the Company to work remotely. In addition, an employee may make a request to work remotely due to circumstances that may warrant working remotely. Prior permission is required before the employee can work remotely. The employee should make the request in writing to the ASI Executive Director. Consideration will be given to such requests and a decision regarding the suitability of working at home will take into account relevant circumstances. Regardless of the reason remote work is being implemented, employees must comply with the guidelines set out in this policy when working remotely. If you have any questions, please contact your supervisor or the Executive Director. The Company reserves the right to withdraw approval for remote work if its use is being abused or for any other reasons as determined in the sole discretion of the Company.

Flexible work arrangements are not appropriate for all employees or positions and are not a universal right or benefit. To occur or be approved, the job performed by the employee must be suitable for a remote work arrangement. Additionally, the employee's previous job performance may be considered in determining whether the employee may be permitted to work remotely. A decision to permit a flexible work arrangement is determined between the employee's supervisor and the Executive Director and is based on specific work-related criteria, including:

- The nature of the employee's essential duties and responsibilities as documented in the employee's approved Position Description
- The operational needs of the employee's department
- A department's ability to maintain the quality and timeliness of its services to members of the university community and public, if applicable
- The performance and productivity of the employee
- The employee must not have had discipline in the past 12 months
- The employee's successful completion of their probationary period
- The employee's attendance record and ability to work independently

Unless initially hired as a hybrid worker, employees who have not completed their probationary period or who have received disciplinary or corrective action within the preceding twelve (12) months are not eligible for flexible work arrangements.

Hybrid work is not suitable for all positions and employees. Telecommuters must be self-motivated, their job responsibilities must have minimal requirements for face-to-face daily supervision, and they must have demonstrated conscientious observance of work hours and productivity requirements. The job responsibilities of a Telecommuter must be of a nature in which face-to-face interaction with students, co-workers, or the public is minimal and/or may be scheduled to permit teleconferencing.

Eligibility for hybrid work may also be extended to permanently or temporarily disabled employees as a reasonable accommodation provision.

6.3 Approval Process

An employee's flexible work arrangement must be pre-approved. An employee who wants to participate in a flexible work arrangement must review this policy, complete the applicable agreement, and submit it to their supervisor for review and approval. The supervisor shall consider all relevant factors regarding the request, including but not limited to the eligibility factors stated above.

Commented [BP23]: Separate form will be developed

A. An employee must complete and sign the appropriate agreement based on the type of flexible work arrangement requested. These include the following:

    - Alternative Work Schedule Agreement
    - Hybrid Work Agreement

B. Employees and their supervisors should review this policy, the applicable agreement, and any related resources available. The employee and their supervisor should review the feasibility of the proposed work arrangement and discuss considerations for the resources needed to perform the work, task lists, deadlines, and accountability measures.
C. With respect to Hybrid Agreements, the employee's supervisor shall attach an updated position description and denote, where appropriate, which duties will be performed at the on-site work location, and which will be performed off-site.
D. The supervisor shall submit the completed agreement and any attachments to the Executive Director for review and approval. Supervisors shall not commit to or agree to a flexible work arrangement until all approvals have been obtained.
E. The appropriate agreement must be fully executed by the employee, their supervisor, and the ED prior to implementation. Supervisors are responsible for setting work expectations, regularly communicating with employees about their performance, and determining whether the flexible work arrangement is meeting the needs of the organization. Employees are responsible for adhering to the terms of their flexible work arrangement agreement. Copies of all agreements currently in effect will be kept in the employee's personnel file with the Executive Director.

6.4 Working Arrangements

Employees participating in a flexible work arrangement must meet the same standards and professionalism expected of ASI employees working standard work schedules at on-site work locations in terms of job responsibilities, productivity, quality of work, and customer service.

6.4.1 CONDITIONS OF EMPLOYMENT

All duties, responsibilities and conditions of employment remain the same for those who participate in a flexible work arrangement. Employee salary, retirement, benefits, and worker's compensation will not change. The use of sick leave, vacation,

or other leave must be preapproved by the employee's supervisor in the same manner as when working a standard work schedule on-site.

6.4.2 JOB RESPONSIBLITIES

Employees participating in a flexible work arrangement will remain obligated to perform all job responsibilities in accordance with their approved Position Description. Participating employees will meet or communicate with their supervisors to receive assignments, review work progress, and complete work as directed. The supervisor shall formulate objectives, expectations, and procedures for evaluating work productivity while the employee is participating in a flexible work arrangement.

Telecommuters agree to promptly notify their supervisors when unable to perform work assignments due to equipment failure or other unforeseen circumstances. Depending upon the circumstances, a participating employee may be assigned to a project and/or work location that may necessitate suspension or termination of a hybrid work arrangement.

6.4.3 CHANGE OF WORK ARRANGEMENTS

Employees working remotely will attend all meetings via teleconference or web-based conferencing unless it is required they come into the office. Employees who work remotely should be prepared and available to come into the office as business needs dictate. The employee's ability to work remotely may change based on specific projects on which the employee is working. For some employees, the arrangement may need to be updated as they shift between projects and/or phases of projects. The Company reserves the right to review, modify, or terminate any remote, flexible, or hybrid work arrangement at any time, with or without notice to participating employees, in its sole discretion.

6.5 WORK SCHEDULE

Employees working remotely are to follow regularly-scheduled work hours, as set by their supervisor, and must be accessible during their designated schedule as outlined in this policy. Employees working from home must maintain their full-time or part-time hours worked each week. The amount of time the employee is expected to work per day or pay period will not change as a result of working remotely.

Non-exempt employees must report all time worked. Non-exempt employees must also take all required meal and rest periods each day and they are required to record the start and end of all meal periods in the same manner as if they were working in the office. Employees who have questions about when or how many hours they are expected to work should contact their supervisor.

Exempt employees (those that do not receive overtime pay) are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

In the event that an employee working remotely will be unable to work due to illness, vacation, personal time, jury duty, military leave, bereavement leave, or any other reason for time off on a day the employee is scheduled to work remotely, the employee must follow normal call off procedures and leave procedures, and must record their time off through ADP. Failure to do so may result in disciplinary action, up to and including termination of employment. The employee is responsible for coordinating with their supervisor to ensure that their absence from the office does not place undue burdens on non-remote work colleagues, and to ensure that there are a sufficient number of staff available on-site to handle matters that require face-to-face or in-office attention.

Additionally, the employee must be able to attend face-to-face meetings and/or periodic office visits as requested by management, or as needed to perform the employee's job responsibilities.

6.6 ACCESSIBILITY

Employees participating in a flexible work arrangement must be as accessible as their standard work schedule counterparts during their agreed-upon work schedules, regardless of work location. Accessibility while working remotely is critical to a successful remote work arrangement. The employee is responsible for ensuring that remote work is done in a manner that does not compromise the quality of their work, productivity, or relationships with colleagues and clients. It is essential that the employee is proactive and effective in communication with fellow employees and management regarding status updates, deadlines, meetings, deliverables, and obligations. Telecommuters in particular must maintain daily communication with their supervisors during the workdays and hours specified in their Hybrid Work Agreement. They must be accessible via telephone, network access, e-mail, messaging application, teleconferencing or other forms of communication as determined by their supervisor.

6.7 COMPLIANCE WITH POLICIES

All employees participating in a flexible work arrangement shall comply with all applicable policies and procedures of ASI, regardless of their primary work site.

6.8 DEPENDENT OR MEDICAL CARE

Remote work is not a substitute for dependent care, medical leave, or caring for a family member who is ill. Employees must arrange care for any dependents who reside at or are present in the remote work location during work hours. If an employee's personal circumstances on a particular day prevent them from avoiding distractions or interruptions at the remote work location (for example, inability to obtain dependent care), the employee must notify their supervisor immediately. Any alteration in schedule to accommodate dependent care needs must be

approved by the employee's supervisor in advance and should only be an exception and may not be a regular change to the work schedule.

6.9 OVERTIME

Non-exempt employees participating in a flexible work arrangement shall not work overtime without the prior written approval of their supervisor. If the employee works overtime that has been approved in advance, compensation will be provided in accordance with eligibility guidelines and applicable laws and policies. A non-exempt Telecommuter's failure to obtain prior approval for overtime work may result in disciplinary action, termination of the Hybrid Work Agreement, or possible termination.

6.10 OTHER JOBS

Hybrid work arrangements are not intended to allow employees to work other jobs or operate their own businesses. Employees found engaging in other outside work and/or operating their own businesses during ASI's standard work schedule, or during their approved modified work schedule, may have their flexible work arrangement terminated and/or be subject to disciplinary action, up to and including termination of employment.

6.11 Off-campus Workspace Remote Work

Telecommuters must establish an appropriate work environment within their off-site work location that is quiet, free of distractions, and kept in a clean, professional, and safe condition, with adequate lighting and ventilation. An initial workplace hazards assessment of the off-site location may be deemed necessary at ASI's sole discretion.

Employees should not hold business visits or in-person meetings with students, business partners, vendors, or third parties involved in the operations of the Company at the employee's remote work site for work-related meetings or events. Any exceptions must be approved in advance by the employee's supervisor and the Executive Director.

An employee whose remote work location does not meet the requirements described in this policy may be required to work in the office on a full-time basis; employees are not required to work remotely (unless the position into which the employee is hired is designated by the Company as a fully remote position).

A. HEALTH AND SAFETY

Telecommuters are responsible for ensuring that their off-site work locations comply with health and safety requirements and must so certify as part of their agreement. A "Telecommuters Safety Checklist" must be completed and signed by the employee before telecommuting privileges are granted. ASI may deny an employee the opportunity to telecommute or may rescind a Hybrid Work Agreement based on safety considerations.

Commented [BP24]: Create and make a procedure for this

B. ERGONOMICS

Telecommuters are solely responsible for the configuration of their off-site workspaces. This includes ensuring and maintaining an ergonomically appropriate and safe worksite. Employees will utilize various available resources for the purpose of assessing and maintaining their off-site work environment in a safe and ergonomically appropriate manner.

Employees who do not have or are not able to provide themselves with an ergonomically appropriate place to work should not telecommute and should work instead on campus. Subject to Paragraph 6 below, ASI will not provide equipment or furniture to those who choose to work a hybrid schedule.

C. INJURY/ACCIDENT REPORTING

If an employee incurs a work-related injury at their off-site work location, workers' compensation laws and rules apply just as they would if such an injury occurred on-site. Employees must notify their supervisor immediately and complete all necessary documents regarding the injury as well as any other documents requested by their supervisor.

D. RIGHT TO INSPECT

An off-site work location is an extension of ASI workspace and workers' compensation laws and rules will apply. ASI shall reserve the right to make on-site inspections of the work location, including home workspace with advance written notice or at a mutually agreed-upon time.

E. OUT-OF-STATE WORKSPACES

Regular out-of-state workspaces are not permitted for hybrid work. The use of international locations is prohibited. Temporary exceptions may be granted by the Executive Director.

F. INDEMNITY WAIVER

ASI does not assume responsibility for any private property used, lost, or damaged as a result of hybrid work. ASI is also not responsible for reimbursing the employee for wear and/or repair related to use of an off-site workspace.

6.12 Equipment

The Company may provide employees authorized equipment to assist with remote work (e.g., laptops or computers). Remote work computers, laptops and tablets provided by the Company cannot be used by the employee's family members or third parties. In addition, the employee agrees that the use of the equipment, software, data, computers, and supplies provided by the Company for home use is limited to authorized Company employees and representatives.

Sophisticated or non-standard workspace equipment is not required for remote work arrangements, although such equipment may be deemed essential for some jobs.

Employees working remotely are responsible for maintaining a workspace that is safe and for securing their equipment and work products in line with the Company's policies. The employee is responsible for maintaining adequate business tools deemed necessary to fully perform the employee's job functions, including but not limited to, access to reliable high-speed internet, suitable designated workspace, phone, printer, and any other pieces of office equipment and office supplies considered necessary by the Company for adequate performance of employee's duties remotely. Unless the employee is required by the Company to work remotely and the employee works in a state that requires reimbursement of business expenses, the costs for these items are solely the responsible of the employee**.** See the below section on Reimbursement for additional information.

Commented [BP25]: Include?

Any equipment provided by the Company for the purposes of working remotely will be inspected and maintained by the Company. The employee is required to take reasonable care of all equipment, to keep it secure and to use it in accordance with operating instructions, and all of the Company's IT policies. Employees must ensure that any such equipment provided is returned at the end of the arrangement. Any equipment must NOT be left unattended in any vehicle or other location outside of the employee's home at any time. The employee accepts responsibility for damage or repairs to employee-owned equipment or property that is held at the employee's remote work location.

Company equipment is not guaranteed to work with all network types. An employee working remotely may experience problems connecting from hotspots or public networks. The Company is not responsible for troubleshooting or providing support in these situations, as remote work is only approved for one secure remote work location that meets the connectivity requirements described herein. The remote working employee should take steps to verify network connectivity and operation of equipment prior to committing to remote work or requesting approval for a remote work location.

6.13 Insurance/Tax Issues

The Company is obligated to withhold taxes per state guidelines for those working in the United States. The Company may immediately cancel the approved remote work schedule of any employee(s) if the failure to do so would result in any additional cost or liability to the Company related to the employee's remote work arrangement.

Federal, state, and local government regulations must be considered by the employee electing to remote work and individual compliance shall be at the employee's expense. These regulations may have an impact on taxes and create other responsibilities and burdens for employees. It is the employee's responsibility to determine any legal implications (tax or otherwise) of maintaining a home-office area or otherwise working remotely. The Company will not provide tax or legal guidance nor will the Company assume any additional liability for remote work employees.

6.14 Confidentiality and Access

Employees are advised not to release their home address and home telephone number to non-employees of the Company. Likewise, employees are not required to release this information to current employees except to authorized Company personnel during the hiring process.

Consistent with the organization's expectations of information security, employees must ensure the protection of Company Confidential Information accessible from their remote work location. Confidential Information is defined in the Company's _____ **Policy**] and any Confidentiality Agreement signed by the employee for the Company. Steps include use of locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment. Confidential Information must only be accessible to the employee and safeguarded from access by other members of the employee's household, visitors, and third parties. The Company may access, at a reasonable time, Company equipment and any Company records kept at an employee's remote work location including their home.

A secure high speed internet connection must be used in all instances where the Company electronic information is being accessed and files should be stored on the ASI SharePoint or the employee's Cal State LA Microsoft OneDrive. No business information should ever be saved to or stored on personal electronic equipment, including personal computers, backup drives, or cloud locations. All equipment, information, and materials provided by or created for the Company shall remain the Company property at all times.

In the case that the Company documents need to be discarded, the employee should ensure they are properly shredded. If access to a shredder is not available, the documents should be returned to the office for secure disposal.

Notify the Executive Director immediately in the event of failure, malfunction, or loss of Company equipment or data.

6.15 Reimbursement of Business Expenses

Expenses are subject to normal expense reimbursement procedures and are at the Company's discretion. The Company will only reimburse reasonable and necessary business expenses where required by law; expenses incurred through voluntary remote work are not reimbursable expenses.

For employees who are *required* by the Company to work remotely and who work in a State in which reimbursement of business expenses is mandated by law are required to comply with all Company expense reimbursement policies and to submit on a monthly basis supporting documentation of those business expenses so that the employee can be reimbursed. Employees who have questions about reimbursement should contact the ASI Executive Director.

6.16 Compliance

Issues with your work performance and/or failure to comply with any of the requirements set out in this policy or any Company policy may constitute grounds for termination of participation remote work, as well as disciplinary action, up to and including termination. The Company reserves the right to withdraw approval for participation remote work at any time in the sole discretion of the Company. ASI reserves the right to modify, suspend, revoke, or terminate this policy at any time.

7. WORKPLACE CONDUCT

7.1 Standards of Conduct

The Company expects employees to follow basic, common-sense rules of conduct that will protect everyone's safety and security, as well as the Company's legitimate business interests. It is not possible to list all the forms of prohibited behavior, but below are examples of unacceptable behavior that may lead to disciplinary action up to and including termination of employment, at the discretion of the Company. The following list is not all-inclusive:

- Falsification of employment records, employment information or work-related information of the Company;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time report, whether yours or another employee's;
- Theft or the deliberate or careless damage of the Company's property or the property of any employee, visitor or other third-party involved in the Company's business operations;
- Use or removal of materials, supplies, tools or products of the Company, a visitor or third-party involved in the Company's business operations without advanced permission from management;
- Provoking a physical fight or engaging in physical fighting in the work environment, during working hours, at a work event or on premises owned or occupied by the Company;
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company, unless otherwise permitted by applicable law.
- Using abusive, violent, threatening or vulgar language at any time in the work environment, during working hours or while on premises owned or occupied by the Company;
- Absence of three (3) consecutive scheduled workdays without prior notice to the Company;
- Making knowingly false statements concerning the Company or any employee or third-party involved in the Company's business operations;

- Failing to obtain permission from your supervisor to leave work or be offline during scheduled working time (not including legally required meal and rest breaks) unless the reason is legally protected;
- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid sick leave (for employees subject to mandatory sick leave laws, please refer to the provisions of the applicable policy or posting concerning sick leave);
- Working overtime without authorization or refusing to work assigned hours;
- Failure to demonstrate immediate and consistent improvement in poor work performance;
- Refusal to perform assigned duties as requested by a supervisor unless unsafe or contrary to Company policies or procedures;
- Use, consumption or possession of intoxicating beverages or illegal drugs on the Company premises, during working hours, or a work event, or otherwise violating the ASI's Drug-Free Workplace Policy.
- Discrimination or harassment in violation of our Discrimination, Harassment and Retaliation Prevention Policy against any employee, client, contractor, visitor, or other individual involved in the operations of the Company based upon race, religion, age, sex, national origin, disability or any other protected characteristic under applicable law.
- Violating any of ASI's policies and procedures

Please note this list is not all-inclusive and the Company may take disciplinary action to address other types of conduct or performance issues or rule violation in its sole discretion. The Company reserves the right to determine which type of disciplinary action to issue an employee. This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice. As previously set forth in this Handbook, only the ASI Executive Director of the Company or their authorized representative has the authority to enter into an employment agreement that alters the fact that employment with the Company is at-will, and any such agreement must be in writing signed by the ASI Executive Director or their authorized representative.

7.2 Reporting and Anti-Retaliation Policy

We Encourage a Speak Up Culture

Choosing to speak up about work-related concerns helps build a healthy, ethical, and compliant organization and is part of our culture. To promote that culture, ASI encourages employees to speak up and raise questions and concerns promptly about any situation that may violate our policies or procedures; the laws, rules, and regulations that govern our business operations; and best practices in accounting, auditing and financial reporting matters (collectively these are referred to in this policy as our "Code").

For purposes of this policy, and because our Code captures standards of ethics and compliance at a broad level, references to our "Code" should also be read to encompass all of our obligations

Commented [BP26]: Additional policy language below

Commented [BP27]: Additional policy language above

Commented [BP28]: Maybe pull this out as a separate policy so that it pertains to employees as well as student leaders

Commented [BP28R2]: Could include the Ethnics policy and "Code" in the separate policy so it pertains to everyone. If there are any aspects of this that only apply to employees, keep that in this document and add to the Student Assistant Handbook too.

Commented [BP29]: If using this, then we may need to have a section or document about the Code of ASI. Is this captured throughout this document?

to perform our jobs in a manner that is consistent with the Company's policies and procedures, as well as applicable laws. Our people are our most valuable asset. It benefits all of us if we raise our concerns so the Company may consider them carefully and address them properly.

ASI is deeply committed to promoting a culture of ethical business conduct and compliance with:

- Our policies and procedures;
- The laws, rules, and regulations that govern our business operations; and
- Best practices in accounting, auditing and financial reporting matters.

We expect all of our employees, officers, directors, and agents to follow this commitment in all aspects of their work.

Raise Good Faith Questions and Concerns About Conduct that May Violate Our Code

Consistent with our commitment to ethics, compliance, and the law, we welcome your good faith questions and concerns about any conduct you believe may violate our Code.

We promote an environment that fosters good faith communications when performing job duties and responsibilities for the Company. This includes conduct by employees, managers, supervisors, and third parties involved in the Company's business operations, including, for example, contractors, suppliers, consultants, or students.

We Do Not Tolerate Retaliation

Coming forward with questions or concerns may sometimes feel like a difficult decision, but we are committed to fostering an environment that does not deter individuals from speaking up when they observe conduct that may violate our Code. For that reason, the Company will not tolerate retaliation of any kind because an employee in good faith raises a question or concern about a violation or suspected violation of our Code or because the employee participates in or cooperates with an investigation of such concerns.

Retaliation is any conduct that would reasonably dissuade an employee from raising, reporting or communicating about good faith concerns through our internal reporting channels or with any governmental authority or from participating in or cooperating with an investigation or legal proceeding raising such concerns.

Retaliation may occur through conduct or written communication and may take many forms, including actual or implied threats, verbal or nonverbal behaviors, changes to the terms or conditions of employment, coercion, bullying, intimidation, or deliberate exclusionary behaviors.

It is **ASI's** policy to adhere to all applicable laws protecting our employees against unlawful retaliation or discrimination as a result of their raising good faith questions or concerns. If you are ever aware of an instance or threat of retaliation, please immediately report it.[1]

How to Raise Questions and Concerns

You can submit your good faith questions or concerns about conduct you believe may violate our Code to:

- Your supervisor
- The ASI Executive Director
- AVP/Dean of Students

When you raise a concern, the Company will maintain confidentiality to the fullest extent possible, consistent with applicable legal requirements and the need to conduct an adequate investigation or review.

When raising concerns, we ask that you provide as much detailed information as possible, including the background and history of the concern, names, dates and places where possible, and the reasons why the situation is cause for concern. This is especially important for concerns raised anonymously, so that the Company may conduct an appropriate review and if necessary, begin an investigation.

What the Company Will Do

ASI is committed to reviewing all reported concerns, conducting proper, fair and thorough investigations tailored to the circumstances, and taking appropriate remedial and concluding steps as warranted. All action taken by the Company in response to a concern will necessarily depend on the nature and severity of the concern. This may include initial inquiries and fact-gathering to decide whether an investigation is appropriate and, if so, the form and scope of the investigation. Note that an investigation into concerns raised is not an indication that they have either been confirmed or rejected. ASI complies with the law in conducting investigations and expects that employees will cooperate with an investigation, except when voluntary compliance with an investigation is being requested. Employees are expected to provide truthful information when participating in an investigation.

Remember, all good faith concerns and reports raised under this policy will be taken seriously.

[1] Nothing in this policy prevents the Company from taking appropriate disciplinary or other legitimate employment action consistent with its usual disciplinary practices and the law. In addition, this policy prohibits and does not protect employees who knowingly and intentionally raise false concerns or reports.

Adherence to This Policy

Employees who believe that they have been subjected to any conduct that violates this policy may register a complaint using the procedures outlined above. Any employee who unlawfully discriminates or retaliates against another employee as a result of that employee's protected actions as described in this policy may be subject to corrective action, up to and including termination.

Please note as well that the Company does not prohibit anyone from electing to report concerns to, make lawful disclosures to, provide documents or other information to or communicate with the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission or any other federal, state or local agency about conduct believed to violate laws or regulations. The Company also does not prohibit employees from participating in investigations or proceedings conducted by one of these authorities.

7.3 Confidential Company Information

Commented [BP30]: This could also be a separate policy to apply to all student leaders and employees

Commented [BP30R2]: See Ethics Policy 022- https://asicalstatela.org/sites/default/files/content/upload/2018/05/policy-022.s.i.ethics-policy.pdf

The Company's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

"Confidential Information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to ASI's business that has not made public or authorized to be made public, and that is not generally known to the public through proper means. As a student governing body that operates with a broad degree of transparency, there are few things that are considered confidential. Confidential matters include anything that is discussed or presented in closed session meetings, legal matters, personnel or student leaders' personal identifiable information, health or medical records, bank or credit card account information, and any other data that is protected by law or policy. If there is a question about confidential information or what can or cannot be shared, the employee should ask their supervisor or the Executive Director.

Confidential Information does *not* include information lawfully acquired by non-management employees about wages, hours, benefits, or other terms and conditions of employment, if used by them for purposes protected by Section 7 of the National Labor Relations Act such as: communicating with others; self-organizing; joining, forming or assisting labor organizations; bargaining collectively through representatives of the employees' choosing; engaging in other concerted activity for collective bargaining or other mutual aid or protection; refraining from engaging in such activities; or any other conduct protected by Section 7 of the National Labor Relations Act.

Confidential Information also does *not* include: conduct that was, or that an employee reasonable believes to be, illegal; conduct that is recognized as against a clear mandate of public policy; or the existence of a non-confidential settlement involving any such conduct. Nothing in this Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made **in confidence to** a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made **solely for the purpose of** reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, **if such filing is made under seal** so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

7.4 Personal Appearance

The image ASI projects to the student body and our partners is reflected in the appearance of our employees. Simply stated, employees should look neat, clean and well-groomed and should be dressed appropriately to perform their specific duties. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public. Below are a few guidelines for professional appearance that are non-gender specific:

- Clothing should be appropriate for a professional work environment, be well-fitting and not constitute a safety hazard.
- All employees must practice common sense rules of cleanliness and comfort.
- Personal appearance should include cleanliness. If an employee shaves, then the employee's facial hair should be clean-shaven or trimmed. If an employee does not shave, facial hair should be clean.
- Workwear for events must be appropriate and ensure the employee's safety, therefore no open-toed shoes, sandals, slippers, bare feet, or flip-flops are permitted.

We encourage employees to seek the advice of their supervisor if they have questions regarding appropriate dress or appearance at work. Employees who report to work improperly dressed or groomed may be instructed by their supervisor to return home to change. The time that non-exempt employees are absent for this purpose will be unpaid.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state or federal law.

ASI will reasonably accommodate exceptions to this policy if required due to an employee's religious beliefs, medical condition or disability. Employees who need such an accommodation should contact their supervisor.

ASI provides employees with branded shirts and other clothes to promote awareness of Associated Students, Inc on campus. Employees and student leaders are all encouraged to wear their ASI gear on meeting days, during events, and at professional conferences or meetings.

7.5 Attendance and Punctuality

Commented [BP31]: Add similar language to the Student Assistant Handbook

Employees are expected to be regular in attendance and to be punctual. When employees are absent, their job duties often need to be performed by others or go undone. To limit problems caused by employees' unapproved absences, we have adopted the following policy.

Employees are expected to report to work as scheduled, be on time and be prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal or break periods, or when required to leave on authorized Company business or other authorized reason. Unapproved late arrivals, early departures or other absences from scheduled hours should be avoided, but may be allowed with the supervisor's permission.

If an employee is unable to report for work on any particular day, they must call their supervisor at least one hour in advance of the time the employee is scheduled to begin working for that day, unless it is impossible to do so, in which case the employee must call as soon as possible thereafter. Employees who need to leave early must notify their supervisor as soon as they learn that they will not be able to complete their scheduled shift. The Company may inquire about the general reason for an absence, tardiness or early departure. Unless extenuating circumstances exist, employees must call in on each and every scheduled day on which they will not report to work, unless they are on an approved leave of absence.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is excused or approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including vacation;

- Paid sick and safe time or mandatory paid leave provided under federal, state or local law;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the Company as an accommodation under applicable law; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the Company will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the employee believes that an absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the employee should notify their supervisor of this fact as soon as possible, but no later than at the time of the absence, tardiness or early departure. (For the required timing of an employee's notice of the need for a foreseeable leave of absence, see the applicable leave policy). If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with their supervisor or the ASI Executive Director. The Company will investigate the situation and any errors will be corrected. Employees who fail to report for work without any notification to their supervisor and whose absence continues for a period of three (3) days (No Call/No Show) will be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.

7.6 Personal Electronic Devices

ASI phones should not be used for personal calls at any time. Although the Company permits employees to bring personal electronic devices, including cellular phones, smartphones, tablets, laptops, and personal digital assistants, into the workplace, employees are expected to remember that working time is for work.

Therefore, employees should only engage in personal phone calls and other use of electronic devices during nonworking time, including meal and rest breaks. Outside of this time, personal phone calls and communications should be kept to a minimum and for emergencies only.

The use of earbuds and headphones is popular on a college campus, however, they should not be used while one is working on shift. Employees need to appear attentive to students and others who come in to the office and need to be able to engage freely with others. In certain roles and at slow times, an employee may, with their supervisor's approval, use headphones as long as the volume is low enough to clearly hear what is going on in the office.

Using personal electronic devices or the ASI computers to watch TV or videos is prohibited during work hours. While employees may watch something during their breaks, they should do so in the public areas of the office where others may be impacted by noise or distractions.

7.7 Outside Employment

While the Company does not prohibit employees from holding other jobs, the following types of outside employment are generally prohibited (to the extent allowed under applicable law):

- Employment that conflicts with the employee's work schedule, job duties and responsibilities to the Company or creates an actual conflict of interest, as set out in the Conflicts of Interest policy;
- Employment that impairs or has a detrimental effect on the employee's work performance with the Company;
- Employment that requires employees to conduct work or related activities during working time for the Company, or using any of the Company's tools, materials or equipment; and
- Employment that directly or indirectly competes with the business or the interests of the Company.

For the purposes of this policy, self-employment is considered outside employment. The Company will not assume any responsibility for employees' outside employment. Specifically, the Company will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

In certain cases and with prior approval of the Executive Director, ASI employees may engage in a part-time jobs as long as it does not interfere with their responsibilities in ASI. Outside work opportunities may include things like teaching a class at Cal State LA or another nearby institution, consulting work, technical support, or graphic design work. In these cases, the employee should discuss the opportunity first with their supervisor and the Executive Director before committing to the outside work opportunity. If approved, ASI may choose to document expectations of the employee in a written agreement to ensure there is a mutual understanding of the balance between their ASI employment and the external work opportunity.

8. TIME OFF AND LEAVES OF ABSENCE

Holidays

ASI offers paid time off for the observance of specific holidays each calendar year, aligning with the published Cal State LA holiday calendar and campus closures. Observed campus holidays include New Year's Day, Martin Luther King Day, Cesar Chavez Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, and Christmas**.**

Additional campus holiday closures include observed holidays for: Lincoln's birthday, Admissions Day, Columbus Day, and December 31st.

ASI provides paid time off during all holiday campus closures for full-time employees who are eligible for paid holidays.

To be eligible for holiday pay, employees must be regularly scheduled to work on the day on which the holiday falls.

The Company does not pay a premium for work performed on a holiday, except for an overtime premium for work performed in excess of eight hours in a workday or 40 hours in a workweek.

Employees who are on a continuous leave of absence are not eligible to receive holiday pay. Temporary workers are not eligible for holiday pay.

Associated Students, Inc. (ASI), as a separate nonprofit legal entity and employer affiliated with California State University, Los Angeles, maintains independent authority over its employee compensation, benefits, and holiday schedules, subject to applicable agreements and governing requirements.

When Cal State LA establishes an administrative closure or university-wide holiday, ASI may elect to recognize the closure as an ASI-paid holiday.

When ASI designates such a date as a paid holiday, eligible ASI employees will receive their applicable holiday compensation without being required to use accrued vacation or personal leave.

ASI reserves the right to establish and administer its own holiday calendar in accordance with its governing policies and applicable law.

Vacation

All full-time and part-time regular benefitted employees are entitled to vacation time. Student assistants and casual employees are not eligible for vacation time.

Vacation time begins to accrue on the first day of employment. Accrual rates are based on years of service in ASI following the formula below:

Accrual assumptions are based on a 40 hour work week (2080 hours per year)

Non-Exempt Staff (Hourly)

Commented [MAE32]: California requires payment of earned vacation days upon termination and imposes limits on the extent to which an employer may cap accrual of vacation days - the cap must be reasonable. In addition, "use it or lose it" policies under which vacation accrued in one year does not carry over to the next are unlawful in California.

Also, in California, vacation is accrued incrementally based on time worked and may not be granted annually or at a certain time of the year.

Commented [BP32R2]: Review ASI's existing policy 121, combine/update, and retire existing policy

Commented [BP33]: We don't have any part-time benefitted employees now. Remove this? We could always add it back in later if we need it

Commented [BP34]: What is the standard rates for employees and management in higher education in CA? Why is there a difference? Consider our holidays as well. How many working days are there? What about making it based on years of service and it's the same for all?

Years of Service	Days / Year	Hours / Year	Accrual Rate (per hour worked)	Annual Cap (1.5x annual)
0–2 years	10 days	80 hrs	0.0385 hrs/hr	120 hours
3–5 years	15 days	120 hrs	0.0577 hrs/hr	180 hours
6-10 years	20 days	160 hrs	0.0769 hrs/hr	240 hours
11+ years	25 days	200 hours	0.0962 hrs/hr	240 hours

Years of Service	Rate/Hour	Annual Days (based on full-time)
0 – 3	.038	10
4 – 6	.058	15
7 – 10	.077	20
11 – 15	.096	25
16 - over	.115	30

Exempt Staff / Managers

Years of Service	Days / Year	Hours / Year	Accrual Rate (per hour equivalent*)	Annual Cap (1.5x annual)
0–10 years	25 days	200 hrs	0.0962 hrs/hr	240 hours/30 days
11+ years	30 days	240 hrs	0.0769 hrs/hr	240 hours

*For exempt staff, accrual is tracked administratively, but the hourly rate is still needed for payout calculations.

1.1.1. Accrual rate schedule for MPP employees hired on or after December 14, 2012:

Years of Service	Rate/Hour	Annual Days (based on full-time)
0 – 15	.096	25
16 – over	.115	30

1.2. The maximum amount of vacation time that can be accrued is 360 hours per fiscal year. No further vacation time will be earned when an employee has accrued the maximum amount. Accrual will begin again when an employee takes vacation time and drops below the maximum amount.

1.3. Vacation time does not accrue while an employee is on an unpaid leave.

1.4. All unused accrued vacation time will be paid to employees at the time of termination, resignation, or retirement.

1.5. Employees must have the written approval of their supervisor before vacation time may be taken. Requests for vacation should be given in writing to supervisors well in advance of the requested time off. To the extent possible, employee preferences will be accommodated, but the scheduling of vacations will always depend upon business needs.

Vacation time may be taken when accrued. At no time can vacation time be used before the date it is earned. Vacation days accrue as service is performed. Employees will accrue their full pro

Commented [MGS35]: The policy should specify the periods during which vacation will not accrue. However, caution with a blanket statement that vacation does not accrue during a "leave of absence." If vacation accrues on a pay period basis, and the employee's leave of absence starts on the last day of the pay period, do they lose the accrual for that full pay period? If an employee is on intermittent leave, is vacation accrual prorated?

Additionally, employers should exercise caution with treating vacation accrual differently if the employee is using the vacation time while on a leave of absence versus using vacation as vacation, to avoid risk under the FMLA.

rata amount of vacation for any **[pay period/month/etc.]** in which they work or are paid by the Company **[or customize with regard to vacation accrual schedule]**.

The maximum amount of vacation time that can be accrued is 360 hours per fiscal year. Once the maximum accrual amount has been reached, no additional vacation time will be earned until previously accrued vacation is used. Employees will not be given retroactive credit for any period of time in which they do not accrue vacation days because they were at the maximum. At year end, unused vacation days at or below the maximum accrual amount will carry over to the subsequent year.

Vacation pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums.

Employees should request to schedule vacation days as far in advance as possible. Vacations will be scheduled so as to provide adequate coverage of jobs and staff requirements. The Company will make the final determination in this regard.

Vacation must be taken in full-day increments **[or indicate the minimum increment of time]**.

ASI reserves the right to deny any request for vacation time and reserves the right to require employees to use accrued vacation time, including during periods of furloughs or a leave of absence, at its discretion and in accordance with applicable law. **[Optional**: Additionally, the Company may pay out vacation time in lieu of use at the employee's base rate of pay at the time of the payout.]

Upon termination of employment, employees will be paid for all vacation days that have accrued but remain unused through the last day of work. Vacation days will be paid at the employee's base salary or base hourly rate of pay at the time of termination of employment.

California Paid Sick Leave

The Company provides eligible employees with paid sick leave pursuant to California's Healthy Workplaces Healthy Families Act ("HWHFA").

Eligibility

All full-time employees working in California for ASI are eligible to receive paid sick leave under this policy.

Accrual and Carryover of Paid Sick Leave

Commented [BP36]: What is the standard for higher education in CA?

Commented [MAE37]: Employers seeking to exercise this discretion should first ensure that doing so does not run afoul of a state or local leave or wage payment law.

Forcing use of vacation may be prohibited under certain state or local family and medical leave laws, as well as other miscellaneous leave laws. For example, under California Family Rights Act, an employer may force use of accrued vacation "during the otherwise unpaid portion of the CFRA leave." If an employee is receiving partial wage replacement during CFRA leave, e.g. PFL or SDI, or employer provided paid leave, the employee and employer may agree to use of accrued vacation to supplement the partial wage replacement.

Commented [MAE38]: Some employers may want to reserve this right to pay out vacation in lieu of use, but will need to consider the possibility that including this language will prompt employees to request such a payout or have questions about when it would be available or required. Employers should consider consulting with counsel when evaluating the benefits and risks of including such a statement and whether this general language should be expanded to explain the circumstances under which such a payout could occur and/or provide an example.

Commented [AEM39]: California requires payment of accrued and unused vacation benefits upon termination and paid to the employee in the final pay at the employee's then regular rate of pay. This means if an employer permits accrual of vacation benefits on a larger periodic basis (e.g. monthly), upon termination, the employer must calculate and prorate the vacation benefits accrued as of the date of termination, (e.g. hours or days), otherwise this may cause an impermissible forfeiture of earned benefits."

Commented [MAE40]: Alternative language on pay: Vacation days will be paid at the employee's base salary or base hourly rate of pay at the time of termination of employment.

Unless otherwise provided by a CBA, whenever an employment contract or employer policy provides for paid vacations, and an employee is terminated without having taken off vested vacation time, all vested vacation must be paid as wages at the employee's final rate in accordance with such contract or policy respecting eligibility or time served. In unpublished opinions, state and federal appellate courts have reached different conclusions about what an employee's "final rate" is under California Labor Code section 227.3. A state appellate court concluded that, in the case before it, the final rate included the employee's base rate only – as expressly set forth in the employer's policy – and excluded commissions. *Molina v. Lexmark Int'l*, 2013 WL 5278451 (Sep. 19, 2013). Conversely, a federal appellate court that, in the ... [1]

Commented [MGS41]: Note: This sick leave policy is a sample only and may require significant customization to, among other things:

- Integrate with existing paid time off policies (including addressing any discrepancies or shortfalls with regard to covered employees, rates of accrual, permissible reasons for time off, recordkeeping obligations, notice requirements or carryover); ... [2]

Commented [MGS42]: California's Healthy Workplaces Healthy Families Act (HWHFA) took effect July 1, 2015.

Commented [MGS42R2]: This policy was updated for January 1, 2024, to align with amendments to the HWHFA.

Employees begin to accrue paid sick leave on their first calendar day of employment with the Company or their date of eligibility under this policy, whichever is later.

1.1. Sick time begins to accrue on the first day of employment. It may be taken when accrued. At no time can sick time be used before the date it is earned or used in units less than one-half hour.
~~1.2. Paid sick leave is provided to full-time employees for their own short-term illnesses or injuries or for those of their spouses, domestic partners, children, or parents which require that employees take time off for their care.~~
~~1.3. Each employee earns one (1) day of sick leave per month. No sick leave accrues when an employee is on an unpaid leave. At no time can sick leave be used before the date it is earned or used in units less than one-half hour.~~
~~1.4. The maximum amount of sick leave that can be accrued is 24 days. Sick leave benefits are not paid upon termination of employment or retirement.~~
~~1.5. For absences of three (3) or more days, employees may be requested to provide a certification from a health care provider that the absence is medically necessary.~~
1.6. Employees must personally inform their supervisors at least one hour in advance if they know that they will be absent from work due to illness or injury.

Paid sick leave accrues at a rate of one (1) day per month, up to an overall accrual cap of twenty-four (24) workdays. Once an employee's paid sick leave balance reaches their overall accrual cap, no further paid sick leave will accrue until previously accrued paid sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue paid sick leave because their balance was at the accrual cap. Sick leave will not accrue when an employee is on an unpaid leave.

~~For accrual purposes, exempt employees are assumed to work 40 hours per workweek unless their normal workweek is fewer than 40 hours per week, in which case paid sick leave accrues based upon the employee's normal workweek hours. Nonexempt employees accrue paid sick leave based on all hours worked, including overtime.~~

Commented [CS43]: The state labor department interprets "exempt" to mean only executive, administrative, and/or professional employees. Per the state DOL, "exempt" does not include outside salespeople (or other employees who might be seen as "exempt" under wage and hour laws, *e.g.*, inside salespeople). *See* DLSE Opinion Letter 2016.10.11.

Employees may carry over all accrued but unused paid sick leave from one benefit year to the next. For purposes of this policy, the benefit year is **[define if anything other than a calendar year]. [Otherwise, delete this definition and change references in policy from "benefit year" to "calendar year."]** The Company does not pay out any unused paid sick leave at year-end in lieu of carryover, nor is sick leave time paid out upon termination of employment with the Company.

Commented [MGS44]: The benefit year is a year of employment, calendar year, or 12-month period.

Sick leave time is viewable in the employee's ADP portal and on their paystubs.

Using Paid Sick Leave

Sick leave cannot be used before the date it is accrued or used in less than one hour increments. ~~Employees may use a maximum of the greater of 40 hours or the equivalent of five (5) workdays (based on the employee's work schedule) of paid sick leave per benefit year.~~

Commented [BP45]: Current policy is ½ hour, recommend changing to 1 hour.

Employees are not required to search for or find a replacement worker to cover the period during which they use paid sick leave.

For absences of three (3) or more days, employees may be requested to provide a certification from a health-care provider that the absence is medically necessary.

Covered Reasons for Use

Paid sick leave may be used only during times that an employee cannot work for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

- If the employee or the employee's family member is a victim of a qualifying act of violence and time off is needed to:
    - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;
    - Seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
    - Seek, obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;
    - Seek, obtain, or assist a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
    - Participate in safety planning and take other actions to increase safety from future qualifying acts of violence;
    - Relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;
    - Provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
    - Seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
    - Prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
    - Seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

Family Member. For purposes of this policy, "family member" means the employee's spouse, registered domestic partner, child (including the child of a domestic partner), legal ward, parent (including the parent of a spouse or domestic partner), legal guardian, grandchild, grandparent, sibling, or a designated person. A "designated person" means a person identified by the employee at the time the employee requests paid sick leave.

Commented [BP46]: Current policy - keep this?

Commented [MGS47]: This policy outlines the permissible reasons for use under the California state paid sick leave law. Please note that if an employee's absence qualifies under another unpaid leave law, the employee may be entitled to substitute all available paid leave, including any paid sick leave under this policy. These other types of unpaid leave laws may include, for example, domestic violence leave, bereavement leave, crime victim leave, family military leave, etc.

Commented [MGS48]: Alternatively, the more detailed definition of a family member could be included: For purposes of this policy, "family member" means the employee's spouse, registered domestic partner (as defined by state or local law), child (including a biological, adopted, or foster child, stepchild, the child of a domestic partner, or a child to whom the employee stands in loco parentis), legal ward, parent (including a biological, adoptive, or foster parent, stepparent, the parent of a spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child), legal guardian, grandchild, grandparent, sibling, or a designated person. The definition of "child" applies irrespective of a child's age or dependency status. A "designated person" means a person identified by the employee at the time the employee requests sick leave. **[OPTIONAL:** Employees are limited to one designated person per 12-month period.**]**

Qualifying Act of Violence. For purposes of this policy, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member: (a) domestic violence; (b) sexual assault; (c) stalking; or (d) an act, conduct, or pattern of conduct that includes any of the following: in which an individual causes bodily injury or death to another individual; in which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or in which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Notice Required

If the need to use paid sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice to their direct supervisor of an absence from work. If the need to use paid sick leave is unforeseeable, employees must provide notice to direct supervisor as soon as practicable. Employees must request sick leave using the ADP time and attendance portal, and notify their supervisor by text or phone call as soon as practical.

When notifying the Company of the need to use paid sick leave, an employee should include the anticipated duration of the absence, when possible.

In all circumstances, employees are responsible for specifying that the time off is for paid sick leave reasons (as opposed to, for example, vacation), so that the absence may be designated as a paid sick leave absence. Pursuant to the Company's timekeeping policies, employees should record their use of paid sick leave in ADP, either before their absence or as soon as possible.

Verification of Absence

In general, employees will not be required to provide verification of the need for paid sick leave but may be required to provide documentation or certification of the absence under another applicable law like the Family and Medical Leave Act or the Americans with Disabilities Act. However, to the extent permitted by applicable law, the Company reserves the right to require a doctor's note or other verification of the employee's need for the absence when it has information indicating that the employee is not requesting paid sick leave for a valid purpose.

Commented [MGS49]: California law does not address whether (or when) an employer may require that an employee has used leave for a covered purpose through documentation or non-documentation verification. The extent of the law's discussion of the issue comes via California Labor Code section 247.5, which provides, in part, that "an employer is not obligated to inquire into or record the purposes for which an employee uses paid leave or paid time off."

In the FAQs updated in December 2023, DLSE indicated that "an employer cannot deny paid sick leave solely for lack of a medical certification, it may be reasonable in certain circumstances to ask for documentation before paying the sick leave when the employer has information indicating that the employee is not requesting paid sick leave for a valid purpose. In any such instance, the reasonableness of the parties' actions will inform the outcome of the claim." California Paid Sick Leave: Frequently Asked Questions

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or their family member, in accordance with federal, state and local law.

Discipline for Unprotected Use of Paid Sick Leave

Discipline – up to and including termination – may be taken against an employee who uses paid sick leave for a purpose not covered by, or in a manner not consistent with, the HWHFA. In addition, discipline – up to and including termination – may be taken against an employee that

violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of paid sick leave.

Rate of Pay

The rate of pay for sick leave will be calculated in accordance with applicable law.

Separation from Employment and Rehire

See current policy - https://asicalstatela.org/sites/default/files/content/upload/2014/10/policy-108-personnel-re-employment-policy.pdf

The Company does not pay employees for unused paid sick leave at any time, including upon separation from employment for any reason.

If an employee's employment with the Company ends and the employee is rehired within one (1) year of employment ending, the employee's previously accrued but unused paid sick leave balance will be reinstated and made available for use in accordance with the HWHFA.

No Discrimination or Retaliation

As long as the use of paid sick leave complies with the requirements of this policy and the HWHFA, the Company will not count employees' use of paid sick leave as an absence or "occurrence" under any Company attendance policy. Therefore, any such use of paid sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using paid sick leave for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law, or informing any person of their potential rights under the law.

Additional Information

Employees who have questions about the California Paid Sick Leave policy should contact ASI management for more information.

Kin Care

In accordance with California's kin care law, employees may use in any calendar year a portion of their accrued and available sick leave for kin care. For purposes of this policy, "kin care" is defined as the covered reasons for use permitted under California's Healthy Workplaces Healthy Families Act. "Sick leave" means accrued increments of compensated leave the Company provides as a benefit of employment for use by the employee during an absence from the employment for any kin care reason **[including, paid time off]**. The amount of sick leave that

Commented [MGS50]: **Non-Exempt Employee + Exempt Outside Sales**
An employer must calculate paid sick leave using any of the following calculations:
- Calculate in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek
- Calculate by dividing the employee's total wages – not including overtime premium pay – by the employee's total hours worked in the full pay periods of the prior 90 days of employment

Cal. Lab. Code § 246(l)(1)-(2).

"[E]mployees who are paid by commissions must be paid according to Labor Code sections 246[(l)](1) or (2)." Division of Labor Standards Enforcement Op. Ltr. No. 2016.10.11 (Oct. 11, 2016).

Exempt Employee (Professional, Executive, or Administrative Exemptions)
Paid sick time for exempt employees must be calculated in the same manner as the employer calculates wages for other forms of paid leave time. Cal. Lab. Code § 246(l)(3).

Commented [MGS51]: The statute, FAQs, notice/workplace poster, and other guidance from the enforcement agency are available here:
Healthy Workplace Healthy Family Act of 2014 (AB 1522) (ca.gov)

Commented [ND52]: Littler Comment: This reference should be customized to reflect the name of the benefit[s] the Company provides for sick leave (e.g., a paid time off policy). Under the kin care law, "sick leave" does not include any benefit provided under an employee welfare benefit plan subject to the federal Employee Retirement Income Security Act of 1974 and does not include any insurance benefit, workers' compensation benefit, unemployment compensation disability benefit, or benefit not payable from the employer's general assets.

may be taken for kin care is the amount of the sick leave that the employee would accrue during a six month period.

[FOR EMPLOYERS SUBJECT TO THE CALIFORNIA FAMILY RIGHTS ACT: Nothing in this policy extends the maximum period of leave to which the employee is entitled under the California Family Rights Act **[INSERT FOR EMPLOYERS SUBJECT TO THE FEDERAL FAMILY AND MEDICAL LEAVE ACT:** and/or the federal Family and Medical Leave Act**].]**

The Company will not deny an employee the right to use leave for kin care in accordance with this policy or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, leave for kin care.

Los Angeles Paid Sick Leave (for City of Los Angeles Employees Only)

The Company provides eligible employees with paid sick leave pursuant to California's Healthy Workplaces Healthy Families Act ("HWHFA") and the City of Los Angeles Minimum Wage Ordinance ("LAMWO"). The Company will comply with all applicable requirements of the law that is more favorable to employees.

Eligibility

All employees working in Los Angeles for the Company at least two hours in a calendar week, who work in the City of Los Angeles for at least 30 days in a calendar year from the start of employment, and who qualify as an employee entitled to the state minimum wage are eligible to receive paid sick leave under this policy.

Accrual and Carryover of Paid Sick Leave

Employees begin to accrue paid sick leave on their first calendar day of employment with the Company or their date of eligibility under this policy, whichever is later.

Paid sick leave accrues at a rate of one hour for every 30 hours worked **[OPTIONAL:** in Los Angeles**]**, up to an overall accrual cap of 80 hours or the equivalent of 10 workdays (based on the employee's work schedule), whichever is greater. Once an employee's paid sick leave balance reaches their overall accrual cap, no further paid sick leave will accrue until previously accrued paid sick leave is used. Employees will not be given retroactive credit for any period of time in which they do not accrue paid sick leave because their balance was at the accrual cap.

Employees accrue paid sick leave based on all hours worked, including overtime.

Employees may carry over all accrued but unused paid sick leave from one benefit year to the next. For purposes of this policy, the benefit year is **[define if anything other than a calendar year]. [Otherwise, delete this definition and change references in policy from "benefit year" to "calendar year."]** The Company does not pay out any unused paid sick leave at year-end in lieu of carryover.

Commented [MGS53]: Note: This policy is a sample only and may require significant customization to, among other things:
•→Integrate with existing paid time off policies (including addressing any discrepancies or shortfalls with regard to covered employees, rates of accrual, permissible reasons for time off, recordkeeping obligations, notice requirements or carryover);
•→Determine whether it is advisable to adopt a "frontloading" method or accrual method; and
•→Integrate with other mandatory paid sick leave requirements.

Exercise caution when customizing this policy and/or developing a compliant approach to mandatory paid sick leave in multiple jurisdictions.

Commented [CS54]: This policy cannot be used to comply with paid (and unpaid) leave requirements under the Los Angeles Citywide Hotel Worker Minimum Wage Ordinance.

Commented [MGS55]: California's Healthy Workplaces Healthy Families Act (HWHFA) took effect July 1, 2015.

Commented [MGS55R2]: This policy was updated for January 1, 2024, to align with amendments to the HWHFA.

Commented [MGS56]: The City of Los Angeles Minimum Wage Ordinance took effect July 1, 2016.

Commented [MGS57]: Employees who are not eligible under this policy may still be eligible for paid sick leave under the HWHFA. This policy assumes that the employer will maintain a separate HWFHA policy for those employees.

Commented [MGS58]: "Does the MWO apply to those workers who are exempt from the State minimum wage? No. For the purposes of the MWO, an Employee must be any individual entitled to a minimum wage from any Employer under the California minimum wage law, as provided under California Labor Code § 1197 and wage orders published by the California Industrial Welfare Commission, per LAMC § 187.01(C)."

The only exceptions to coverage under the HWHFA are:

•An employee covered by a valid collective bargaining agreement that expressly provides for employees' wages, hours of work, and working conditions, and expressly provides for paid sick days or a paid leave or paid time off policy that permits the use of sick days for those employees, final and binding arbitration of disputes concerning the application of its paid sick days provisions, premium wage rates for all overtime hours worked, and regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate.
•An employee in the construction industry covered by a valid collective bargaining agreement that expressly ... [3]

Commented [MGS59]: The rules indicate that accrual should be tracked fractionally, not in whole-hour increments.

Similarly, under the California state law, pursuant to guidance from the Department of Industrial Relations, sick leave ... [4]

Commented [MGS60]: Hours worked outside Los Angeles are not covered by the MWO. Rules & Regulations Implementing the Minimum Wage Ordinance, Regulation #1. However, for employers using this policy for California state compliance as well, note that the employee would still b ... [5]

Commented [MGS61]: The benefit year is year of employment, calendar year, or 12-month period.

Employees will be able to determine the amount of paid sick leave available for use by reviewing **[their paystubs]**.

Using Paid Sick Leave

[OPTIONAL: Newly hired employees cannot use paid sick leave until their **[insert a number up to 90th]** calendar day of employment with the Company.**] [INSERT IF OPTION A (ACCRUAL) SELECTED ABOVE:** Thereafter, employees may use paid sick leave as it is accrued.**]**

Employees may use a maximum of 48 hours or the equivalent of five (5) workdays (based on the employee's work schedule), whichever is greater, of paid sick leave per benefit year.

Employees must use paid sick leave in an initial increment of at least **[insert a number up to two hours]**-hours.

Employees are not required to search for or find a replacement worker to cover the period during which they use paid sick leave.

Covered Reasons for Use

Paid sick leave may be used only during times that an employee cannot work for the following reasons:

- The diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

- If the employee or the employee's family member is a victim of a qualifying act of violence and time off is needed to:
  - Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member);
  - Seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;
  - Seek, obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;
  - Seek, obtain, or assist a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;
  - Participate in safety planning and take other actions to increase safety from future qualifying acts of violence;

Commented [MGS62]: Employers must comply with the HWHFA's requirement to provide an employee with written notice that sets forth the amount of sick leave available (or paid time off leave an employer provides in lieu of sick leave) for use on either the employee's itemized wage statement or in a separate writing provided on the designated pay date with the employee's payment of wages.

However, this is not a required policy statement.

Commented [MGS63]: Effective January 1, 2025: Additionally, employees who are agricultural employees who work outside are entitled to use their paid sick leave to avoid smoke, heat, or flooding conditions created by a local or state emergency, including, but not limited to, when the employee's worksite is closed due to the smoke, heat, or flooding conditions.

Commented [MGS64]: This policy outlines the permissible reasons for use under the applicable state and local paid sick leave laws. Please note that if an employee's absence qualifies under another unpaid leave law, the employee may be entitled to substitute all available paid leave, including any paid sick leave under this policy. These other types of unpaid leave laws may include, for example, domestic violence leave, bereavement leave, crime victim leave, family military leave, etc.

- Relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;
- Provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
- Seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
- Prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or
- Seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

Family Member. For purposes of this policy, "family member" means the employee's spouse, registered domestic partner, child (including the child of a domestic partner), legal ward, parent (including the parent of a spouse or domestic partner), legal guardian, grandchild, grandparent, sibling, any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, or a designated person. A "designated person" means a person identified by the employee at the time the employee requests paid sick leave. **[OPTIONAL:** Employees are limited to one designated person per 12-month period.**]**

Qualifying Act of Violence. For purposes of this policy, a "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member: (a) domestic violence; (b) sexual assault; (c) stalking; or (d) an act, conduct, or pattern of conduct that includes any of the following: in which an individual causes bodily injury or death to another individual; in which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or in which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Notice Required

If the need to use paid sick leave is foreseeable, such as for prescheduled medical appointments and court dates in domestic violence cases, employees must make a good-faith effort to provide reasonable advance notice to **[their direct manager or other designated contact]** of an absence from work. If the need to use paid sick leave is unforeseeable, employees must provide notice to **[their direct manager or other designated contact]** as soon as practicable. Employees may provide notice to **[their direct manager or other designated contact]** by **[explain reasonable procedures for providing notice, e.g., calling an absence line or sending an email/text message – but should include verbal and written methods]**.

When notifying the Company of the need to use paid sick leave, an employee should include the anticipated duration of the absence, when possible.

Commented [MGS65]: Alternatively, the more detailed definition of a family member could be included: For purposes of this policy, "family member" means the employee's spouse, registered domestic partner (as defined by state or local law), child (including a biological, adopted, or foster child, stepchild, the child of a domestic partner, or a child to whom the employee stands in loco parentis), legal ward, parent (including a biological, adoptive, or foster parent, stepparent, the parent of a spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child), legal guardian, grandchild, grandparent, sibling, any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, or a designated person. The definition of "child" applies irrespective of a child's age or dependency status. A "designated person" means a person identified by the employee at the time the employee requests sick leave. **[OPTIONAL:** Employees are limited to one designated person per 12-month period.**]**

Commented [MGS66]: Alternatively, the reasons for use above can be modified to reference domestic violence, sexual assault, stalking, or another qualifying act of violence as defined in Cal. Gov't Code 12945.8, for the reasons defined in Cal. Gov't Code 12945.8.

Commented [MGS67]: Upon an employee's oral or written request, an employer must provide paid sick days for a covered use. Cal. Lab. Code § 246.5(a).

In all circumstances, employees are responsible for specifying that the time off is for paid sick leave reasons (as opposed to, for example, vacation), so that the absence may be designated as a paid sick leave absence. **[OPTIONAL, INCLUDE IF APPLICABLE:** Pursuant to the Company's timekeeping policies, employees should record their use of paid sick leave in **[the timekeeping system]**, either before their absence or upon their return to work.**]**

Verification of Absence

In general, employees will not be required to provide verification of the need for paid sick leave but may be required to provide documentation or certification of the absence under another applicable law like the Family and Medical Leave Act or the Americans with Disabilities Act. However, to the extent permitted by applicable law, the Company reserves the right to require a doctor's note or other verification of the employee's need for the absence when it has information indicating that the employee is not requesting paid sick leave for a valid purpose.

The Company will keep confidential the health information of the employee or employee's family member, as well as information related to qualifying acts of violence perpetrated against the employee or their family member, in accordance with federal, state and local law.

Discipline for Unprotected Use of Paid Sick Leave

Discipline – up to and including termination – may be taken against an employee who uses paid sick leave for a purpose not covered by, or in a manner not consistent with, the HWHFA or the LAMWO. In addition, discipline – up to and including termination – may be taken against an employee that violates this policy's requirements concerning requesting, using, recording, verifying, and/or documenting use of paid sick leave.

Rate of Pay

The rate of pay for sick leave will be calculated in accordance with applicable law.

Separation from Employment and Rehire

The Company does not pay employees for unused paid sick leave at any time, including upon separation from employment for any reason.

If an employee's employment with the Company ends and the employee is rehired within one (1) year of employment ending, the employee's previously **[accrued but]** unused paid sick leave balance will be reinstated and made available for use in accordance with the HWHFA and the LAMWO.

No Discrimination or Retaliation

As long as the use of paid sick leave complies with the requirements of this policy, the HWHFA, and the LAMWO, the Company will not count employees' use of paid sick leave as an absence or

Commented [MGS68]: Further directions to employees about how to record their time in the timekeeping system can be inserted here. For example, employees may be directed to use certain absence codes.

Commented [MGS69]: California law does not address whether (or when) an employer may require that an employee has used leave for a covered purpose through documentation or non-documentation verification. The extent of the law's discussion of the issue comes via California Labor Code section 247.5, which provides, in part, that "an employer is not obligated to inquire into or record the purposes for which an employee uses paid leave or paid time off."

In the FAQs updated in December 2023, DLSE indicated that "an employer cannot deny paid sick leave solely for lack of a medical certification, it may be reasonable in certain circumstances to ask for documentation before paying the sick leave when the employer has information indicating that the employee is not requesting paid sick leave for a valid purpose. In any such instance, the reasonableness of the parties' actions will inform the outcome of the claim." California Paid Sick Leave: Frequently Asked Questions

Conversely, the LAMWO indicates that documentation can be required for an absence of more than 3 consecutive work days.

However, this policy has taken a more risk-averse approach tracking California state law.

Commented [MGS70]: An employer must calculate paid sick leave using any of the following calculations:
- Calculate in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek
- Calculate by dividing the employee's total wages – not including overtime premium pay – by the employee's total hours worked in the full pay periods of the prior 90 days of employment

Cal. Lab. Code § 246(l)(1)-(2).

Although a local ordinance might contain standards for how employers must calculate the rate of pay when an empl ... [6]

Commented [MGS71]: If an employee separates from an employer and is rehired by the employer within 1 year from the date of separation, previously accrued and unused paid sick days must be reinstated. The employee must be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring. An employer is not required to reinstate accrued paid time off to an employee that was paid out at the time of termination, resignation, or separation of employment. **Note that it is not clear how this rule applies in the context of frontloading.**

Additionally, under the LAMWO, if an Employee separates from an employer and is rehired by the employer within ... [7]

Commented [MGS72]: In general, an employer may not discipline an employee for using accrued paid sick leave.

There is a rebuttable presumption of unlawful retaliation if an employer denies an employee the right to use accrued sick days, discharges, threatens to discharge, demotes, suspends, or in any manner discriminates against an employee within 30 days of any of the following:
- Filing of a complaint by the employee with the Labor Commissioner or alleging a violation of the Healthy Workplaces, Healthy Families Act of 2014 ... [8]

"occurrence" under any Company attendance policy. Therefore, any such use of paid sick leave will not lead to or result in discipline, demotion, suspension or termination.

The Company will not retaliate or discriminate against any employee for requesting or using paid sick leave for authorized circumstances or for making a complaint or informing a person about a suspected violation of this policy, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice prohibited by any sick and safe time or mandatory paid leave law, or informing any person of their potential rights under the law.

Additional Information

Employees who have questions about the Los Angeles Paid Sick Leave policy should contact **[Human Resources or other appropriate contact]**.

Commented [MGS73]: The Los Angeles ordinance, rules, FAQs, notice/workplace poster, and other guidance from the enforcement agency are available here:
Office of Wage Standards | Wages LA (lacity.org)

The California statute, FAQs, notice/workplace poster, and other guidance from the enforcement agency are available here:
Healthy Workplace Healthy Family Act of 2014 (AB 1522) (ca.gov)

Family and Medical Leave (California Family Right Act) (5-49 Employees) [Option #1]

Replace ASI's current policy - https://asicalstatela.org/sites/default/files/content/upload/2014/10/policy-105-personnel-family-leave-policy.pdf

Commented [MAE74]: Important Note: This handbook template includes two different options for a CFRA policy. The first [Option #1] is a stand-alone CFRA policy that does not cover family and medical leave requirements under federal law and is intended for employers with 5-49 employees. The second (Option #2) in an updated integrated FMLA/CFRA policy intended to address obligations under both the federal FMLA and CFRA for employers that have 50+ employees and are therefore covered by both laws.

Commented [MAE75]: The CFRA applies to employers with five or more employees, including successors-in-interest and joint employers. The employees need not all work in California.

The Company will grant time off to employees in accordance with the requirements of the California Family Rights Act ("CFRA"). All questions concerning this policy should be directed to Human Resources [**or insert name of appropriate company representative or department].**

Employee Eligibility

To be eligible for CFRA leave, employees must have been employed by the Company for a total of at least 12 months (52 weeks) at any time prior to the commencement of the leave and have worked at least 1,250 hours over the previous 12 months as of the start of the leave.

Commented [MAE76]: For purposes of calculating the 12-month length of service requirement, employment periods prior to a break in service of seven years or more do not have to be counted when determining whether the employee has been employed by the employer for at least 12 months, except for a break in service caused by a military service obligation or written agreement to the contrary. In addition, for an employee who takes CFRA for baby bonding following a pregnancy disability leave, the 1250 hour eligibility is measured from the first day of pregnancy disability leave. An employee may become CFRA-eligible while out on a leave of absence. If an employee is maintained on the payroll for any part of a week, including any periods of paid or unpaid leave during which other benefits or compensation are provided by the employer, the week counts as a week of employment.

Qualifying Reasons for Leave

Eligible employees may request leave under the CFRA for one or more of the following reasons:

- For the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
- To care for the employee's spouse or registered domestic partner, child (regardless of age or dependency status), parent, grandparent, grandchild, sibling or designated person with a serious health condition;

Commented [MAE77]: "Designated person" means "any individual related by blood or whose association with the employee is the equivalent of a family relationship." Employers may limit an employee to one designated person per 12-month period.

- For the employee's own serious health condition, except for disability from pregnancy, childbirth or a related medical condition; or
- For a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States;

For purposes of this policy, a "parent" includes a biological, foster or adoptive parent, a stepparent, a parent-in-law, a legal guardian or other person who stood in loco parentis to the employee when the employee was a child.

A "designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees may identify a designated person at the time they request CFRA leave. **[OPTIONAL:** Employees are limited to one designated person per 12-month period.**]**

"Serious health condition" means an illness, injury (including, but not limited to, on-the-job injuries), impairment or physical or mental condition that involves either:

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- Continuing treatment (including, but not limited to, substance abuse treatment) or continuing supervision by a health care provider that includes one or more of the following:
    - A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider;
    - Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity;
    - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease; or
    - Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

Length of Leave

Employees are entitled to a maximum of 12 workweeks of CFRA leave in a 12-month period. The applicable "12-month period" used by the Company is the [**insert method for determining 12-month period:** i.e., the calendar year; a fixed 12-month leave year (such as a fiscal year); a 12-month period measured forward from the start date of the employee's first CFRA leave; a rolling 12-month period measured backward from the date an employee uses CFRA leave; other]. Under this method [**insert this language if using the rolling backward method**: the 12-month period is measured backward from the day the employee uses any CFRA leave]; [**insert this language if using the rolling forward method**: the 12-month period is measured from the date the employee first uses any CFRA leave]; [**insert this language if using the calendar year method**: the 12-month period begins each January, and ends each December]; [**insert this language if using the fixed year method**: the 12-month period begins each **[insert fiscal year start date here, or each year on the employee's anniversary date or the like.]**

CFRA leave is not available when an employee is disabled by pregnancy, childbirth or a related condition. However, employees disabled by pregnancy, childbirth or a related medical condition may be entitled to pregnancy disability leave under California law. CFRA leave is in addition to and will not run concurrently with leave taken in accordance with California's pregnancy disability leave law.

When CFRA leave is for the birth or placement of a child and both parents work for the Company, they will each be allowed up to 12 weeks of CFRA leave within 12 months of the child's birth or placement.

When the reason for CFRA leave is the employee's serious health condition, which also constitutes a "disability" under California's Fair Employment and Housing Act ("FEHA"), and the employee cannot return to work at the conclusion of the CFRA leave, the Company will engage in an interactive process to determine whether an extension of leave would be a reasonable accommodation under the FEHA.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take CFRA leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner or designated person with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the employee or their family member is incapacitated or unable to perform the essential functions of the job

because of a chronic serious health condition, even if the person does not receive treatment by a health care provider.

Leave due to military exigencies may also be taken on an intermittent or reduced leave schedule basis.

Leave taken intermittently may be taken in increments of no less than **[insert the shortest increment of time used to account for leaves, provided it is not greater than one hour]**. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact Human Resources **[or insert name/contact details for appropriate company representative or department]** prior to scheduling medical treatment. If CFRA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, the Company may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employee's CFRA entitlement.

CFRA leave for the birth or placement of an employee's child does not have to be taken in one continuous period of time, but the minimum duration is two weeks. However, the Company will grant a request for CFRA leave lasting less than two weeks' twice during the 12-week period. [**Optional**: Additional requests for leave lasting less than two weeks may be directed to Human Resources **[or insert name of appropriate company representative or department]** and will be considered on a case-by-case basis depending on the needs of the Company. If the request is granted, the Company may require the employee to transfer temporarily to an available alternative position**.]** Bonding Leave must be concluded within one year of the birth or placement of the child.

Requesting Leave

Employees who wish to take planned family or medical leave must notify Human Resources **[or insert name of appropriate company representative or department]** with reasonable promptness when they become aware of the need for leave and should identify the planned dates of the leave. The Company may require employees to provide written notice of the need for leave, except where written notice is not possible because of the need for immediate health care consultation or treatment.

When the need for the leave is foreseeable (such as for the expected birth or placement of a child) employees must, if possible, provide at least 30 days' advance notice. For events that are

Commented [MAE78]: The CFRA and regulations do not currently address intermittent leave for military exigencies except that the CFRA regulations note generally that CFRA leave does not need to be taken in one continuous period of time. The CFRA regulations also note that, to the extent they are within the scope of the CFRA and not inconsistent with it or other California law, the FMLA regulations governing leave that is also available under the CFRA are incorporated by reference. FMLA regulations state that leave due to a qualifying exigency may be taken on an intermittent or reduced leave schedule basis.

Commented [MAE79]: The minimum duration of leave taken for the birth or placement of a child is two weeks, but an employer must grant a request for a CFRA leave of less than two weeks on any two occasions.
Per the CFRA regulations: "CFRA leave taken for reason of the birth, adoption, or foster care placement of a child of the employee does not have to be taken in one continuous period of time. Any leave(s) taken shall be concluded within one year of the birth or placement of the child with the employee in connection with the adoption or foster care of the child by the employee. The basic minimum duration of the leave shall be two weeks. However, an employer shall grant a request for a CFRA leave of less than two weeks' duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks." Thus, an employer must grant a request for bonding leave of less than 2 weeks' at least twice, but then may in their discretion, grant additional request(s) for periods of time off lasting less than 2 weeks. Employers that would consider granting less than 2 weeks more than the two times required by law can include this "Optional" language.

Commented [MAE80]: An employee must provide at least verbal notice sufficient to make the employer aware that they need a CFRA-qualifying leave. A mere mention of "vacation," other paid time off, or resignation does not render the notice insufficient, provided the underlying reason for the request is CFRA-qualifying, and the employee communicates that reason to the employer. The employer should make further inquiries to determine whether the employee is requesting leave for a CFRA-qualifying reason. The employee has an affirmative obligation to respond to an employer's questions designed to determine whether an absence is potentially CFRA-qualifying. Failure to respond to permissible employer inquiries regarding the leave request may result in denial of CFRA protection if the employer is unable to determine whether the leave is CFRA-qualifying.

unforeseeable, employees should notify the Company (at least verbally) as soon as they learn of the need for leave. Employees should provide notice by [**insert notice requirements/procedures].**

Employees who need CFRA leave that is foreseeable due to a planned medical treatment should make reasonable efforts to schedule leave to avoid disruption to Company operations.

In addition to other notice provisions, employees requesting leave for CFRA qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA leave protections.

Certification of Health Care Provider

When the leave relates to medical issues (i.e., the serious health condition of an employee or family member), employees will be required to provide a medical certification within 15 calendar days of the Company's request, unless it is not practicable to do so. Certification forms are available from Human Resources **[or insert name/contact details for appropriate company representative or department]**. Employees on CFRA leave for their own or a family member's serious health condition may be required to provide a recertification when the original certification expires, if additional leave is requested.

At the Company's expense, the Company may also require a second medical opinion regarding an employee's own serious health condition. Employees are expected to cooperate with the Company in obtaining additional medical opinions that the Company may require.

Qualifying Exigency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources **[or insert name/contact details for appropriate company representative or department]**.

Failure to Provide Notice or Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's

Commented [MAE81]: An employer may require that the employee submit the health care provider's certification within 15 calendar days, unless it is not practicable to do so despite the employee's good faith efforts. If the employee fails to timely return the certification, the employer may deny CFRA protections for the leave following the expiration of the 15-day time period until a sufficient certification is provided.

Commented [MAE82]: Certification for the employee's own serious health condition is sufficient if it includes the date on which the serious health condition commenced and probable duration and a statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position. An employer may not ask the employee for more information, and may not request information that identifies the nature of the serious health condition.

Commented [MAE83]: If an employer has a good faith, objective reason to doubt the validity of a certification relating to the employee, it may require a second and (in some instances) a third opinion at its own cost. The third opinion is considered to be binding on the employer and the employee. It may not request a second or third opinion to verify the serious health condition of a family member. Upon request, the employer must provide a copy of the second and third opinion to the employee without cost.

Commented [MAE84]: The CFRA and regulations do not currently address notice or certification requirements for qualifying exigency leave. However, the CFRA regulations do note that, to the extent they are within the scope of the CFRA and not inconsistent with it or other California law, the FMLA regulations governing leave that is also available under the CFRA are incorporated by reference. These requirements are consistent with the FMLA regulations.

Commented [MAE85]: At the time the employer requests certification, the employer also must advise the employee of the anticipated consequences of his or her failure to provide adequate certification.

expiration and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

Benefits

The Company will continue making contributions for an employee's group health benefits during a leave on the same terms as if the employee had continued to work. This means that, if an employee wants benefits coverage to continue during CFRA leave, the employee must continue to make any premium payments they were required to make for themselves or their dependents prior to the leave. Employees will generally be provided with group health benefits for a 12-workweek period. In some instances, the Company may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following CFRA leave for reasons other than the continuation, recurrence, or onset of a serious health condition or circumstances beyond the employee's control.

An employee's length of service will remain intact, but benefits such as vacation and sick leave may not accrue while on an unpaid CFRA leave.

No loss of benefits accrued prior to the leave will occur as a result of leave under the CFRA, but employees are not entitled to any benefit or position that they would not have been entitled to if they did not take the leave.

Compensation During Leave

Leave taken under this policy is generally unpaid, although depending upon the circumstances, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Also, employees may choose to use accrued vacation [PTO] and sick leave, to the extent permitted by law and the Company's policy. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration may be arranged such that employees will receive no greater compensation than their regular compensation during this period. **[Alternative:** The Company may require employees to use accrued vacation [PTO] to cover some or all of the leave, only if the CFRA leave is otherwise unpaid. The CFRA leave is not unpaid if the employee is receiving state disability insurance, short or long term disability payments pursuant to an employer provided plan, or is receiving Paid Family Leave through the state.**]** The use of paid benefits will not extend the length of CFRA leave.

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If an employee becomes unqualified during CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, the Company may grant an employee's request to work a different shift, in a different or better position, or in a different

Commented [MAE86]: The CFRA regulations and the pregnancy disability leave law regulations together create an obligation to continue group health coverage for up to a maximum of seven months for a woman who takes both a pregnancy disability leave and a leave protected by the CFRA. This computation results in a maximum of four months plus 12 weeks of benefits coverage, for a total of roughly 29.33 weeks of coverage.

Commented [MAE87]: If employees are required to pay premiums for any part of their group health coverage, the employer must provide the employee with advance written notice of the terms and conditions under which premium payments must be made. If the CFRA leave is paid, the employee's share of premiums must be paid by the method normally used during any paid leave, typically as a payroll deduction, unless a voluntary agreement between the employer and the employee dictates otherwise. If the CFRA leave is unpaid, the employer may require that payment be made to the employer or the insurance carrier, but no additional charge may be added. The employer may require employees to pay their share of premium payments in any of the following ways: (1) payment due at the same time as if made by payroll deduction; (2) payment due on the same schedule as payments are made under COBRA; (3) payment prepaid pursuant to a cafeteria plan at the employee's option; (4) the employer's existing rules for payment by employees on leave without pay would apply, provided such rules do not require prepayment of the premiums that would be come due during the leave or payment of higher premiums than if the employee had continued to work; or (5) another system voluntarily agreed to between the employer and the employee, which may include prepayment of premiums.

Commented [MAE88]: An employee is entitled to continue life, disability and/or accident insurance or other benefits during leave to the same extent and under the same conditions as apply to an unpaid leave taken for other reasons. If the employer has no policy regarding continuation of benefits, the employer may require an employee on CFRA leave to pay premiums as a condition of continued coverage.

Commented [MAE89]: Under the CFRA, an employee may also elect to use, or an employer may require an employee to use, any accrued sick leave that the employee is eligible to take during the otherwise unpaid portion of a CFRA leave if the CFRA leave is for the employee's own serious health condition or any other reason if mutually agreed between the employer and the employee. However, it is not clear under the California Healthy Families Healthy Workplaces Act (HFHWA) whether employers can require the use of paid sick leave provided in accordance with that law. Accordingly, the more conservative approach is to allow employees to use the leave, but not force its use and therefore, we did not include forced use of sick leave as an option.

Commented [MAE90]: If an employee is receiving a partial wage replacement benefit during the CFRA leave, the employer and employee may agree to have employer-provided paid leave, such as vacation, paid time off or sick time supplement the partial wage replacement benefit, unless otherwise prohibited by law. However, it is not clear whether employers can require integration of all paid benefits. Employers can, however, note that, if an employee elects integration, then the integration will be arranged so that the employee receives not more than 100% of his or her pay."

Commented [MAE91]: Refusal to reinstate "key" employees is not an option under CFRA.

location, that is better suited to the employee's personal needs upon returning from CFRA leave. The Company will also consider a reasonable accommodation under the FEHA if the employee is returning from CFRA leave for their own serious health condition. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or the employee's position would have been eliminated even if they had not gone on leave, then the employee will not be entitled to reinstatement. However, if an employee has been replaced or the employee's position was restructured to accommodate the employee absence, the employee is entitled to reinstatement.

[OPTIONAL: Prior to being allowed to return to work, an employee wishing to return from leave for their own serious health condition must submit an acceptable release from a health care provider that certifies the employee is able to resume work. For an employee on intermittent or reduced schedule CFRA leave, such a release may be required up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent or reduced schedule leave.**]**

Commented [MAE92]: An employer may require that the employee obtain a release to return to work from his or her health care provider stating that the employee is able to resume work, but only if the employer has a uniformly-applied practice or policy of requiring such releases from other employees returning to work after illness, injury or disability and there is no collective bargaining agreement in place that states otherwise. An employer is not entitled to a return-to-work release for each absence taken on an intermittent or reduced leave schedule. However, an employer is entitled to a release for such absences once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties.
An employer may not require an employee to undergo a fitness-for-duty examination as a condition of an employee's return. After an employee returns from CFRA leave, any fitness-for-duty examination must be job-related and consistent with business necessity.

Confidentiality

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

Fraudulent Use of CFRA Leave Prohibited

An employee who fraudulently obtains CFRA Leave from the Company is not protected by the CFRA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against an employee due to such fraud.

Nondiscrimination

The Company takes its CFRA leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the CFRA. We will not terminate or discriminate against any individual for exercising their right to family and medical leave under the CFRA or for giving information or testimony regarding their own or another person's leave in an inquiry or proceeding related to rights under the CFRA. If an employee believes that their CFRA rights have been violated in any way, they should immediately report the matter to Human Resources **[or insert name/contact details for appropriate company representative or department]**.

Employees should contact Human Resources **[or insert name/contact details for appropriate company representative or department]** as to any CFRA questions they may have.

Bereavement Leave

Eligible employees may take up to five days of bereavement leave for the death of a spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent, or grandchild. To be eligible for bereavement leave, employees must have been employed by the Company for at least 30 days immediately preceding the start of the leave. Bereavement leave days need not be taken consecutively, but bereavement leave must be completed within three months of the date of death of the family member. Bereavement leave is separate from and provided in addition to other legally protected leaves, including leave provided under the California Family Rights Act. Bereavement leave is unpaid, except that an employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee. An employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

If the Company requests documentation of the death of the family member, documentation must be provided within 30 days of the first day of the leave. Acceptable documentation includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. Such documentation will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

The Company will not refuse to hire or discharge, demote, fine, suspend, expel, or discriminate against an individual because the individual exercised the right to bereavement leave provided by this policy or gave information or testimony as to their own bereavement leave, or another person's bereavement leave, in an inquiry or proceeding related to rights guaranteed under California's bereavement leave law. Further, the Company will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California's bereavement leave law.

Reproductive Loss Leave

Eligible employees may take up to five days of reproductive loss leave following a reproductive loss event. To be eligible for leave, employees must have been employed by the Company for at least 30 days immediately preceding the start of the leave. An employee who experiences more than one reproductive loss event within a 12-month period may take a total of 20 days of reproductive loss leave within a 12-month period.

For purposes of this policy, a reproductive loss event is defined as the following:

- Failed adoption, meaning the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, where the employee would have been a parent of the adoptee if the adoption had been completed.

Commented [DAN93]: California law requires employers to provide eligible employees 5 days of unpaid bereavement leave. The law applies to employers with five or more employees, including successors-in-interest and joint employers. The employees need not all work in California.

Commented [MAE94]: FAQs released by the California Civil Rights Department make clear that bereavement leave is separate from and provided in addition to other legally protected leaves of absence, including pregnancy disability leave and CFRA leave.

Commented [BP95]: CA Law requires 5 days unpaid, CSU system pays employees for the time away. What do other Auxiliaries do?

Commented [BP95R2]: https://d2zk9fgwitlpui.cloudfront.net/shared/351a64d7749e4b80875a1dcfa21fe47c/Bereavement%20-Funeral-%20Leave%20for%20Non-Represented%20Employees.pdf

Commented [MAE96]: California law requires employers to provide eligible employees leave for reproductive loss. The new law applies to employers with five or more employees, including successors-in-interest and joint employers. The employees need not all work in California.

- Failed surrogacy, meaning the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, where the employee would have been a parent of a child born as a result of the surrogacy.

- Miscarriage by the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.

- Stillbirth resulting from the pregnancy of the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.

- Unsuccessful assisted reproduction, which is defined as an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure for the employee, the employee's current spouse or domestic partner, or another individual where the employee would have been a parent of a child born as a result of the pregnancy.

Reproductive loss leave days need not be taken consecutively but generally must be completed within three months of the reproductive loss event. For a reproductive loss event that spans multiple days, the event is deemed to occur on the final day of the event. If an employee is on, or chooses to go on, a leave of absence under state or federal law (including California Family Rights Act leave or pregnancy disability leave), either prior to or immediately following a reproductive loss event, the employee must complete reproductive loss leave within three months of the end date of the other leave.

Reproductive loss leave is unpaid. An employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee.

The Company will maintain the confidentiality of any employee requesting reproductive loss leave. Any information provided to the Company regarding reproductive loss leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

The Company will not refuse to hire or discharge, demote, fine, suspend, expel, or discriminate against an individual because the individual exercised the right to reproductive loss leave provided by this policy or gave information or testimony as to their own reproductive loss leave, or another person's reproductive loss leave, in an inquiry or proceeding related to rights guaranteed under California's reproductive loss leave law. Further, the Company will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under California's reproductive loss leave law.

Commented [ND97]: "Assisted reproduction" means a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation. It does not include any pregnancy achieved through sexual intercourse.

Commented [MAE98]: Reproductive loss leave is a subset of California's Bereavement Leave law, which allows up to five days of leave following the death of an eligible employee's family member, though reproductive loss leave is a separate and distinct leave entitlement. The California Civil Rights Department has released FAQs indicating that *bereavement leave* is separate from and provided in addition to other legally protected leaves of absence, including pregnancy disability leave and CFRA leave. The reproductive loss leave law does not explicitly address this issue of concurrence with other protected leaves, but it does state that if, prior to or immediately following a reproductive loss event, an employee is on or chooses to go on leave pursuant to a leave entitlement under state or federal law, the employe must complete their reproductive loss leave within three months of the end date of the other, protected leave. This provision suggests that, as with bereavement leave, the reproductive loss leave is not intended to run concurrently with other protected leaves of absence and can begin after the employee has finished the other protected leave period.

Commented [ND99]: Leave under the statute is unpaid, unless the employer has an existing policy requiring paid leave. Employers that have such a policy should replace this sentence with the following: Reproductive loss leave will run concurrently with the **[insert name of policy providing for paid leave]** policy in the National Handbook and is unpaid except as set forth in that policy.

Commented [ND100]: The law does not contain any provision permitting employers to request any documentation in connection with reproductive loss leave.

Pregnancy and Pregnancy-Related Disabilities Leave and Accommodation

Pregnancy Disability Leave

Any employee who is disabled by pregnancy, childbirth or a related medical condition (including medical conditions relating to lactation) is eligible for up to four months of pregnancy disability leave. **[EMPLOYERS SUBJECT TO THE FEDERAL FAMILY AND MEDICAL LEAVE ACT:** If an employee is also eligible for leave under the federal Family and Medical Leave Act (Fed-FMLA), the Fed-FMLA leave and the pregnancy disability leave will run concurrently.**]**

For purposes of this policy, employees are "disabled by pregnancy" when, in the opinion of their health care provider, they cannot work at all or are unable to perform any one or more of the essential functions of their job or to perform them without undue risk to themselves, the successful completion of their pregnancy or other persons as determined by a health care provider. The term "disabled" also applies to certain pregnancy-related conditions, such as severe morning sickness or the need to take time off for prenatal or postnatal care, bed rest, post-partum depression and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

Reasonable Accommodation for Employees Affected by Pregnancy Under California Law

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation, in accordance with California law. Employees are considered "affected by pregnancy" under California law if they are pregnant or have a related medical condition and their health care provider has certified that it is medically advisable for the employee to temporarily transfer or to receive some other accommodation.

The Company will provide a temporary transfer to a less-strenuous or -hazardous position or duties or other accommodation to an employee affected by pregnancy if:

- The employee requests a transfer or other accommodation;
- The request is based upon the certification of a health care provider as "medically advisable"; and
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created, and the Company will not terminate another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices or policies; (3) providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing

additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, the Company will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee's four-month leave entitlement.

Advance Notice and Medical Certification

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, employees must provide the Company with:

- 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- As much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not possible; and
- A signed medical certification from their health care provider that states that they are disabled due to pregnancy or that it is medically advisable for them to be temporarily transferred or to receive some other requested accommodation.

The Company may require employees to provide a new certification if they request an extension of time for their leave, transfer or other requested accommodation.

Failure to provide the Company with reasonable advance notice may result in the delay of leave, transfer or other requested accommodation.

Duration

The Company will provide employees with pregnancy disability leave for a period not to exceed four months. The four months is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks. This leave may be taken intermittently or on a continuous basis, as certified by the employee's health care provider. Leave taken intermittently may be taken in increments of no less than **[insert the shortest increment of time used to account for leaves, provided it is not greater than one hour]**.

Commented [SM101]: The California PDL regulations provide that an employer may account for increments of intermittent PDL using an increment no greater than the shortest period of time that the employer uses to account for use of other forms of leave, provided it is not greater than one hour. For example, if an employer accounts for sick leave in 30-minute increments and vacation time in one-hour increments, the employer must account for PDL in increments of 30 minutes or less. If an employer accounts for other forms of leave in two-hour increments, the employer must account for PDL in increments no greater than one hour.

The Company may require an employee to temporarily transfer to an available alternative position to meet the medical need of the employee to take intermittent leave or work on a reduced schedule as certified by the employee's health care provider. The employee must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of pregnancy disability leave time the employee has available unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

The length of the transfer or other accommodation will depend upon the period of time for which it is medically advisable.

Benefits

The Company will maintain an employee's health insurance benefits during an employee's pregnancy disability leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. If employees take additional time off following a pregnancy disability leave that qualifies as leave under the California Family Rights Act (CFRA), the Company will continue their health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

In some instances, the Company may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following pregnancy disability leave for reasons other than taking additional leave afforded by law or Company policy or not returning due to circumstances beyond the employee's control.

Integration with Other Benefits

Pregnancy disability leaves and accommodations that require employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees may use their accrued vacation, sick or other paid time off (PTO) benefits during the unpaid leave of absence, if applicable. However, use of sick, vacation or other PTO benefits will not extend the available leave of absence time. During pregnancy disability leave, employees will continue to accrue seniority to the same extent and under the same conditions as would apply to any other unpaid disability leave provided for reasons other than pregnancy disability.

Any State Disability Insurance for which employees are eligible may be integrated with accrued vacation, sick leave or other PTO benefits so that they do not receive more than 100 percent of their regular pay.

Commented [MAE102]: The California law on PDL states that employers can compel employees to use sick leave benefits during PDL. However, it is not clear under the California Healthy Workplaces Healthy Families Act, which is the law requiring employers to provide paid sick leave, whether employers can force the use of paid sick leave or force the integration of benefits. The most conservative approach is to allow employees to use paid sick leave, but not force the use.

Commented [MAE103]: The California PDL regulations provide that if the employer's policy allows seniority to accrue when employees are on paid leave, such as paid sick or vacation leave, and/or unpaid leave, then seniority will accrue during any part of a paid and/or unpaid pregnancy disability leave. The extent to which a leave of absence or other paid or unpaid absence from work affects the accrual of sick leave, vacation, or other paid time off benefits should be addressed in the relevant paid time off policy.

Commented [MAE104]: In California, employers cannot force the integration of benefits. You can, however, note that, if an employee elects integration, then the integration will be arranged so that the employee receives not more than 100% of their pay

Reinstatement

If the employee and the Company have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date if they notify the Company that they are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the employee will be returned to work within two business days, where feasible, after notifying the Company of their readiness to return.

Before employees will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide Human Resources **[or insert name/contact details for appropriate company representative or department]** with a certification from their health care provider that they can perform safely all of the essential duties of the position, with or without reasonable accommodation. If employees do not provide such a release prior to or upon

reporting for work, they will be sent home until a release is provided. This time before the release is provided will be unpaid.

Employees will be returned to the same position upon the conclusion of their leave of absence or transfer unless the position ceases to exist. In cases where the employee's position no longer exists, the Company will provide a comparable position on the scheduled return date or within 60 calendar days of that return date. However, employees will not be entitled to any greater right to reinstatement than if they had not taken the leave.

To the extent required by law, some extensions beyond an employee's pregnancy disability leave entitlement may be granted when the leave is necessitated by an employee's injury, illness or "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law.

The Company will not discriminate or retaliate against employees because they request or make use of leave, a transfer or other accommodations in accordance with this policy. This policy does not limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

Employees who have questions about this policy or who wish to request leave, transfer or other reasonable accommodation under this policy should contact Human Resources **[or insert name/contact details for appropriate company representative or department]**.

Pregnancy Accommodations Under the Federal Pregnant Workers Fairness Act

In addition to the accommodations provided under California law, ASI complies with the federal Pregnant Workers Fairness Act ("PWFA") by providing reasonable accommodations for known physical or mental limitations related to the pregnancy, childbirth or related medical conditions of a qualified applicant or employee, unless the accommodation would impose an undue hardship on the operation of the Company's business. "Known physical or mental limitations" are those that the applicant, employee or their representative has communicated to the Company. Employees or applicants who wish to inform the Company of such a limitation and/or request a reasonable accommodation under this policy should contact Human Resources, preferably specifying in writing, what barriers or limitations prompted the request.

[Optional: The following accommodations will typically be provided upon request:

- Allowing an employee to carry or keep water in or near their work area and to drink water as needed;
- Additional restroom breaks, as needed;
- Allowing an employee whose work requires standing to sit, as needed;
- Allowing an employee whose work requires sitting to stand, as needed; and

Commented [MAE105]: The federal Pregnant Workers Fairness Act (PWFA) requires covered employers to provide reasonable accommodations for known limitations related to pregnancy, childbirth or related medical conditions of a qualified employee unless the accommodation would cause an undue hardship on the operation of the business. The PWFA applies to employers with at least 15 employees.

The EEOC released its final rule and interpretive guidance on April 15, 2024. The rule will take effect on June 18, 2024 and will be available here. For a summary and analysis of the final rule, see **EEOC Releases Expansive Final Regulations to Implement the Pregnant Workers Fairness Act**

Commented [MAE106]: "Reasonable accommodation" has the same meaning as under the ADA – and should be construed in the same way that term is construed under the ADA and its implementing regulations.

The EEOC points to a Report on the PWFA from the House Committee on Education and Labor for examples of possible accommodations, including: the ability to sit or drink water; receive closer parking; have flexible hours; receive appropriately sized uniforms and safety apparel; receive additional break time to use the bathroom, eat, and rest; take leave or time off to recover from childbirth; and be excused from strenuous activities and/or activities that involve exposure to compounds not safe for pregnancy.

Commented [MAE107]: "Qualified employee" means an employee or applicant who, with or without reasonable accommodation, can perform the essential functions of the employment position, except that an employee or applicant will be considered qualified if: (a) Any inability to perform an essential function is for a temporary period; (b) The essential function could be performed in the near future; and (c) the inability to perform the essential function can be reasonably accommodated.

Commented [MAE108]: "Undue Hardship" has the same meaning under the PWFA as under the ADA (i.e., significant difficulty or expense).

Commented [MAE109]: 'Known limitation'' means physical or mental
condition related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions that the employee or employee's representative has communicated to the employer--whether or not such condition meets the definition of disability under the ADA.

Commented [MAE110]: While the PWFA incorporates the ADA's definition of "reasonable accommodation," which requires an individualized assessment, the EEOC's final rule indicates that four specific accommodations are de facto reasonable, referring to these as "predictable assessments":
- Allowing an employee to carry or keep water and drink, as needed, in or nearby the employee's work area;
- Allowing an employee to take additional restroom breaks, as needed;
- Allowing an employee whose work requires standing to sit, and vice versa, as needed;
- Allowing an employee to take breaks, as needed, to eat and drink.

29 C.F.R. § 1636.4(a)(1)(vi).

The final rule states that an employer's delay in providing the accommodations identified as predictable assessments "will virtually always result in a finding of unnecessary delay" and a violation of the PWFA. Therefore, depending on the nature of the workplace, employers may want to consider stating ... [9]

- Allowing an employee to take breaks, as needed, to eat and drink.

For other accommodations,**]** Human Resources will evaluate information provided regarding any reported or apparent barriers or limitations and will then communicate with the applicant or employee and engage in an interactive process to determine the nature of the limitation and what, if any, reasonable accommodation(s) may be appropriate. If, through this interactive process, the Company and the individual arrive at a reasonable accommodation that does not impose an undue hardship on the operation of the Company's business, the Company will make that accommodation.

The Company will not require a qualified employee to take leave if another reasonable accommodation can be provided.

The Company prohibits discrimination on the basis of pregnancy, childbirth or related medical conditions. The Company also will not interfere with any individual's rights under the PWFA or take adverse action against a qualified applicant or employee because they request or use reasonable accommodations in accordance with this policy, report or oppose discrimination under the PWFA, or participate in a proceeding involving an alleged violation of the PWFA. Individuals who believe they have been subjected to, or believe that another individual has been subjected to, prohibited discrimination or retaliation should report it immediately to any Human Resources Representative **[or insert name/contact details for appropriate company representative or department].**

Commented [MAE111]: The final rule states that an employer may obtain a medical documentation only if it is reasonable under the circumstances to determine if the employee has a qualifying condition and needs an adjustment or change at work due to the limitation and prohibits employers' seeking supporting documentation in five instances:
(1) when the limitation and need for a reasonable accommodation is obvious;
(2) when the employer already has sufficient information to support a known limitation related to pregnancy;
(3) when the request is for one of the four "predictable assessment" accommodations;
(4) when the request is for a lactation accommodation; and
(5) when employees without known limitations under the PWFA receive the requested modification under the employer's policy or practice without submitting supporting documentation.
In such circumstances, an employee's self-confirmation is the only thing an employer may seek.

Commented [MAE112]: It is unlawful for an employer to require the employee to accept an accommodation other than any reasonable accommodation arrived at through the interactive process.

Commented [MAE113]: It is unlawful for an employer to require a qualified employee to take leave (paid or unpaid) if another reasonable accommodation can be provided.

Family Military Leave

Employees may take up to 10 days of unpaid leave if they work an average of 20 or more hours per week and their spouse (including a same-sex spouse) or registered domestic partner is on leave from deployment as a member of: (1) the Armed Forces of the United States deployed to an area of military conflict designated as a combat theater or combat zone by the President of the United States; or (2) the National Guard or Reserves deployed during a period of military conflict. For purposes of this policy "military conflict" includes "a period of war declared by the United States Congress" or a period of deployment for which a member of the Reserves is ordered to active duty either by the Governor or the President of the United States.

Employees must provide the Company with notice of their intention to take leave within two business days of receiving official notice that their spouse or registered domestic partner will be on leave from deployment. The Company may also request that employees submit written documentation certifying that their spouse or registered domestic partner will be on military leave from deployment during the time of the requested leave.

Eligible employees may use all available accrued paid leave, such as vacation and paid time off, during a period of unpaid family military leave. Leave taken under this policy will not affect an employee's right to any other benefits.

The Company will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy.

School or Child Care Activities Leave

An employee who is a parent to one or more children who are of the age to attend a licensed childcare provider, kindergarten or grades one through 12 may take up to 40 hours of leave per year to participate in any of the following:

- Finding, enrolling or reenrolling the child in a school or with a licensed childcare provider;
- Participating in school or childcare-related activities; or
- Addressing a childcare provider or school emergency.

"Parent" includes parent, guardian, stepparent, foster parent, grandparent, and persons who stand *in loco parentis* (in place of a parent) to a child.

Time off for reasons other than a childcare provider or school emergency is limited to eight hours per calendar month. Childcare provider or school emergencies occur when the child cannot remain in school or with a child care provider due to one of the following:

- The school or childcare provider has requested that the child be picked up or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires that the child be picked up from school or child care;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or childcare provider (excluding planned holidays);
- A natural disaster (e.g., fire, earthquake or flood).

Employees wishing to take time off for a planned absence (e.g., to participate in scheduled school or childcare provider activities or enroll a child in school or with a child care provider), must provide reasonable advance notice to their supervisor **[or insert name of appropriate company representative or department]**. Employees needing time off to address a childcare provider or school emergency must provide notice to their supervisor **[or insert name of appropriate company representative or department]** as soon as practicable.

The Company may require employees to provide documentation from the school or childcare provider verifying that the employee participated in the school or childcare activity, including the date and time of the activity.

If both parents of a child work for **ASI**, only one parent - the first to provide notice - may take the time off, unless **ASI** approves both parents taking time off simultaneously.

Employees must substitute any existing vacation time or other accrued paid time off (PTO) for any part of this leave. Employees who do not have vacation time or PTO available will be allowed time off without pay.

School Discipline Leave

Employees who are the parent or custodial guardian of a child in kindergarten or grades one through 12 may take time off when required, in accordance with California law, to attend a portion of a school day in the classroom of their child or ward because that child has been suspended.

Commented [MAE114]: California law provides that the governing board of each school district can adopt a policy authorizing teachers to require parent or guardian attendance for a portion of a school day when their child or ward has been suspended for committing an obscene act or engaging in habitual profanity or vulgarity or disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, school officials or other school personnel. The school district's policy must take into account reasonable factors that could prevent compliance with the notice to attend. Attendance is limited to the class from which the student was suspended. If the teacher elects to impose this requirement, the principal must send a written notice to the parent or guardian. This provision in the law only applies to a parent or guardian who is living with the student.

To be eligible for leave, the employee must provide advance notice that their appearance at the school has been requested. The Company may require employees to provide documentation, including a copy of the school's notice or some other certification stating that the employee's presence at the school is mandatory.

Employees wishing to take such leave may use their existing vacation time or other accrued paid time off.

School visits for other purposes may be covered under the Company's School or Day Care Activities Leave policy.

The Company will not discharge, threaten, demote, suspend or in any other manner discriminate against an employee because they take time off to appear at the school of their child or ward in accordance with this policy.

Bone Marrow Donor Leave

Eligible employees who undergo a medically necessary procedure to donate bone marrow to another person will be provided with up to five workdays off in any one-year period, without a loss in pay. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee begins leave. Employees may take leave in one or more periods, as long as the leave does not exceed five days in any one-year period.

Employees are eligible for leave if they have worked for the Company for at least 90 continuous days prior to the start of their leave.

Employees who seek leave under this policy must provide verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation.

Employees **[insert must or may]** use all available accrued sick, vacation or paid time off (PTO) concurrently with this time off. If an employee does not have enough earned sick, vacation or PTO time to cover the leave period, the remaining days of leave will be paid by the Company. Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), if applicable. Leave under this policy

is also not considered a break in service for purposes of, salary adjustments, sick leave, vacation, PTO, annual leave or seniority.

While on bone marrow donor leave, the Company will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they did not take a leave. For example, if an employee on bone marrow donor leave would have been laid off had they not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

The Company will not retaliate or tolerate retaliation against any employee for requesting or taking bone marrow donor leave in accordance with this policy.

Organ Donor Leave

Eligible employees who undergo a medically necessary procedure to donate an organ to another person will be provided with up to 30 workdays off, without a loss in pay, and an additional 30 workdays off without pay, in any one-year period. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee begins leave. Employees may take leave in one or more periods, as long as the leave does not exceed 60 days in any one-year period.

Employees are eligible for leave if they have worked for the Company for at least 90 continuous days prior to the start of their leave.

Employees who seek leave under this policy must provide verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation.

[**Option 1**: Employees may use all available accrued sick, vacation or paid time off (PTO) concurrently with this time off. Any remaining days of paid leave will be paid by the Company, up to 30 workdays.] [**Option 2**: Employees must use all available accrued sick, vacation, or paid time off (PTO) concurrently with this time off for up to two weeks of the 30-workday paid leave period. If an employee does not have enough earned sick, vacation, or PTO time to cover the two-week period, then any remaining days of paid leave will be paid by the Company, up to 30 workdays.] Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave, vacation, PTO, annual leave or seniority.

While on organ donor leave, the Company will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they did not take a leave. For example, if an employee on organ donor leave

would have been laid off had they not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

The Company will not retaliate or tolerate retaliation against any employee for requesting or taking organ donor leave in accordance with this policy.

Military Leave

Both state and federal law provide employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act of 1994, commonly referred to as USERRA. This policy first discusses military leave under USERRA and then describes additional military leave rights provided under California law.

If an employee plans to request leave based on military service, they should contact **[insert name/contact details for appropriate company representative or department]** for information on any additional rights or requirements, if applicable, under state law.

Employee Eligibility – USERRA

Employees will be granted a leave of absence for service in the uniformed services according to USERRA and applicable state law. Leave is available to all employees who are eligible to take it and seek reinstatement under USERRA or applicable state law for the purpose of performing service in the uniformed services.

Employees are eligible under USERRA to seek reinstatement if they meet the following requirements:

- The employee provides proper notice (as discussed below);
- The cumulative total of the employee's service periods does not exceed five years, except as otherwise permitted by USERRA (as discussed below);
- The employee seeks reinstatement within the time frames outlined by USERRA (as discussed below); and
- The employee is discharged from service in the uniformed services in a manner that does not disqualify the employee for USERRA's protections (as discussed below).

Definitions – USERRA

For purposes of this policy, "uniformed services" means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, the commissioned officer corps of the National Oceanic and Atmospheric Administration, System members of the National Urban Search and Rescue Response System during a period of

appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, intermittent personnel who are appointed into Federal Emergency Management Agency service under section 306(b)(1) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act or to train for such service, and any other category of persons designated by the President in time of war or national emergency.

For purposes of this policy, "service in the uniformed services" means voluntary or involuntary active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, State active duty for a period of 14 days or more, State active duty in response to a national emergency declared by the President under the National Emergencies Act (50 U.S.C. 1601 et seq.), State active duty in response to a major disaster declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170), a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty, a period for which a System member of the National Urban Search and Rescue Response System is absent from a position of employment due to an appointment into Federal service under section 327 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a period for which a person is absent from a position of employment due to an appointment into service in the Federal Emergency Management Agency as intermittent personnel under section 306(b)(1) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5149(b)(1)), and a period for which a person is absent from employment for the purpose of performing funeral honors duty as authorized by section 12503 of title 10 or section 115 of title 32.

Notice of Leave – USERRA

An employee must notify **[insert name/contact details for appropriate company representative or department]** of the need to take a leave as far in advance as feasible. The Company requests notice at least 30 days prior to the beginning of the leave, if possible. Verbal notice is sufficient, but the Company may request documentation from the employee. If giving notice is impossible or unreasonable for reasons not attributable to the employee, notice should be provided as soon as possible. Notice may not be required when precluded by military necessity, which is defined by the Department of Defense, the Administrator of FEMA for FEMA service, or the Secretary of Health and Human Services for intermittent disaster-response appointees of the National Disaster Medical System.

Commented [MAE115]: Under USERRA, an employer may not require written notice or a copy of military orders before the employee takes the leave. It may only request documentation to support the leave after the period of service has ended and then only if the period of service exceeds 30 days.

Employees are responsible for updating changes in contact information by sending such information to **[insert name/contact details for appropriate company representative or department]**

Length of Leave – USERRA

An employee is entitled to leave for up to five years of service in the uniformed services, subject to certain exceptions that may require the Company to provide leave, but not count the service period towards the five-year limit. Employees who have questions about whether their service

period counts toward the five-year limit, please contact **[insert name/contact details for appropriate company representative or department].**

Nature of Discharge – USERRA

Reinstatement may be denied if an employee is released from service under conditions that would disqualify the employee for the protections provided for under USERRA (for example, a dishonorable discharge).

Use of Accrued, Unused Paid Time Off During Leave – USERRA

Any employee on a military leave may use accrued, but unused, paid time off to compensate the employee during the leave. The employee is not required to use such paid time off during a military leave, but may choose to do so.

[Optional: *Differential Compensation – USERRA*]

An employee involuntarily called into service in the uniformed services may receive differential compensation according to this policy.

Employees who volunteer for service are entitled to leave under this policy but are not entitled to differential compensation from the Company. Such employees may use accrued but unused paid time off.

The Company is the sole arbiter of whether an employee's period of service qualifies as involuntary. An employee seeking differential compensation under this policy must demonstrate to the Company that a period of service is involuntary and must provide appropriate documentation showing that service period is involuntary. Failure to do so means the employee is ineligible for differential compensation for that period of service.

The Company provides differential compensation for the following types of involuntary service:

Annual Training:	Up to ___ days per calendar year.
Active Duty:	Up to ___ days [**Insert**: "per calendar year", "per service period" or "during an employee's employment"].

"Differential compensation" is the employee's base pay from the Company (calculated immediately prior to the start of a period of service) minus all compensation the employee receives from the military during the period of service. (i.e., differential compensation = base pay – military pay.) Employees are not entitled to differential compensation either prior to or after completion of a period of service in the uniformed services.

An employee's base pay excludes overtime, bonuses, shift differentials, salary increases, or other amounts an employee may receive as part of employment with the Company, including pay

Commented [AEM116]: Employees on leave are to use accrued vacation pay, paid time off, annual leave, and other similar accrued pay ("accrued PTO"), if they so choose. Employees may not use accrued sick leave while performing military duty unless the employer allows its employees to use sick leave for any reason or allows employees on comparable leave to use accrued paid sick leave. Employers may not require an employee to use accrued PTO by applying polices (such as "use it or lose it") to the accrued PTO of an employee on leave for service in the uniformed services.

Commented [A117]: USERRA leave is unpaid, but an employer may choose to provide compensation to an employee on leave for service in the uniformed services. This section provides a means to do so.

USERRA defines the benefits an employee is entitled to benefits based on seniority. A seniority based benefit is one that "accrues with, or is determined by, longevity of employment." Non-seniority based benefits are any benefits that are not seniority based.

As a caveat to the general rule that leave is unpaid, USERRA does require an employer to provide an employee on leave for service in the uniformed services with the same non-seniority based rights or benefits provided to employees on a leave that is "comparable" to USERRA leave.

There are various decisions an employer must make before adopting a differential compensation policy, such as the type of service for which the employer will provide compensation and the amount of compensation the employer will provide. Also, application of the principles involving a leave "comparable" to USERRA leave involves a variety of complicated legal issues. Please contact knowledgeable counsel for legal advice on these issues.

increases that may occur during a period of leave. An employee's military pay includes all amounts the employee receives as compensation for their military service. Should an employee's military pay during the period in question be equal to or exceed the employee's base pay as defined above, no differential compensation will be paid.

An employee requesting differential compensation must provide a copy of the employee's military orders, if any, and all military earnings statements for the period for which they are requesting differential compensation. Unless an employee submits the required documents, the employee is not entitled to receive differential compensation. The employee must provide the required documents no later than 10 days after being reinstated to receive differential compensation.

If an employee seeks to use accrued paid time off during a period of military leave, the employee is not eligible to receive differential compensation for the same dates on which the employee uses accrued paid time off.

The Company reserves the right to interpret and apply the provisions of this differential compensation policy to specific situations in any manner it sees fit and use whatever discretion it desires to use. This compensation is a voluntary benefit provided by the Company and, as such, the Company can modify, change, alter, or eliminate the payment of such compensation at any time, without notice, as it sees fit, including while an employee is on a leave of absence for service in the uniformed services. Any exceptions to any portion of this compensation policy must receive advanced written approval from the **[Insert high level position (e.g., Chief Operating Officer)].** This policy of paying differential compensation in certain circumstances does not create a contract of any type or kind with any employee who requests differential compensation.]

Employee Responsibility to Seek Reinstatement – USERRA

The following rules apply to an employee who seeks reinstatement after completing a period of service in the uniformed services.

For uniformed service that is Less than 31 Days or fitness for duty examinations: The employee must return to work at the beginning of the first regularly scheduled work period that starts on the first full day after release from service, following reasonable travel time home, plus an eight-hour rest period.

For uniformed service that is more than 30 days, but less than 181 days: An employee must seek reinstatement within 14 days of release from uniformed service if the employee's service was greater than 30 days but less than 181 days.

For uniformed service that is more than 180 days: An employee must seek reinstatement within 90 days of release from uniformed service if the employee's service was greater than 180 days.

In case of Injury or illness: If an employee is hospitalized, convalescing, or recovering from an injury or illness incurred or aggravated during uniformed service, the periods for seeking reinstatement may be extended for a period of up to two years, unless seeking reinstatement after expiration of that period is impossible or unreasonable due to no fault of the employee.

Reinstatement Positions – USERRA

An employee returning from leave who properly seeks reinstatement according to the requirements of USERRA and applicable state law will be entitled to be reinstated as follows:

If uniformed service is less than 91 days: The employee will be returned to the position they would have held if there had been continuous employment if the employee is qualified to perform the required duties of that position ("escalator position"). If the employee is not qualified to perform the required duties of the escalator position, the Company will make reasonable efforts to qualify the employee for that position. If the employee is not qualified for the escalator position after these reasonable qualification efforts are made, the employee will be reinstated to the position the employee held immediately prior to starting the leave.

If uniformed service is greater than 90 days: The employee will be returned to the escalator position. If the employee is not qualified to perform the required duties of the escalator position, the Company will make reasonable efforts to qualify the employee for that position. If the employee is not qualified for the escalator position after these reasonable efforts are made, the employee will be returned to the position they held immediately prior to taking a leave, or a position of like status, pay, and seniority.

Employees with Disabilities: An employee who has a disability that is incurred in, or aggravated during, uniformed service is entitled to receive reasonable accommodations in the performance of the escalator position. If the employee is not qualified for the escalator position even with the consideration of reasonable accommodations, the employee will be reemployed in a position of equivalent seniority, status and pay for which the employee could become qualified or is qualified after reasonable accommodation. If the employee cannot meet the qualifications of this second position even with the consideration of reasonable accommodations, the Company will reemploy the employee in a position that is the nearest approximation in terms of seniority, status, and pay to the second position, with reasonable accommodations.

Prompt reinstatement will vary depending on the amount of time the employee has been out on military leave. Prompt reinstatement may require a delay in employment of up to two weeks following the date the employee seeks reinstatement. Only in unusual circumstances will this period exceed two weeks.

The Company may require an employee returning from military leave for a period of service that exceeds 30 days to provide documentation of the employee's right to reinstatement, which requires the employee to show they gave reasonable notice of the need for leave, the employee has not exceeded five years of non-exempt service, the employee sought reinstatement within

the time frame required by USERRA, and the employee was discharged from service in the uniformed services in a manner that does not disqualify the employee for USERRA's protections.

An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period. Additionally, if an employee fails to seek reinstatement within the time frames discussed below, the Company will apply its normal work rules regarding absence from employment without notice or permission.

Discharge Restrictions Following Reinstatement – USERRA

Employees who are reinstated after uniformed service that lasts between 30-180 days will not be discharged except for cause for a period of six months following reinstatement. Employees who are reinstated after uniformed service that lasts more than 180 days will not be discharged except for cause for a period of one year following reinstatement.

For purposes of this section of the policy, "cause" means: (1) with respect to employee conduct, that it is reasonable to discharge the employee for the conduct in question, the employee had notice, which was express or can be fairly implied, and the conduct would constitute cause for discharge; and (2) with respect to other reasons for termination of employment, such as a position elimination or a layoff, that there are legitimate, nondiscriminatory reasons for the action.

Health & Welfare Benefits While on Leave – USERRA

Active military personnel and their dependents typically are covered by TRICARE, the military healthcare plan, if the deployment is longer than 30 days.

An employee on military leave who elected health care coverage under the Company's health care plan prior to the start of a leave will retain that coverage for the first 30 days of any military leave at the rates the employee paid immediately prior to the start of the leave. After 30 days of leave, the employee may elect to continue their health care coverage, including coverage for dependents, for up to 24 months, under USERRA. If this continuation coverage is elected, the employee will be required to pay the entire cost of such coverage, which may be up to 102% of the full premium amount for that coverage. Employees also may be entitled to coverage under COBRA for up to 18 months of a military leave. COBRA coverage runs concurrently with any continuation coverage under USERRA, and the employee is entitled to only one form of continuation coverage. The employee is responsible for all premium payments attributable to the employee; failure to pay such premiums will result in cancelation of coverage.

Prohibition Against Discrimination and Retaliation – USERRA

Any employee who believes they have been discriminated or retaliated against based on their past, present, or future participation in the uniformed services, request for military leave,

complaint or participation in any investigation of a complaint of discrimination or retaliation based on a military leave request or service participation, or any other situation protected under USERRA should immediately provide a written or verbal report to their supervisor, any other member of management, to Human Resources, **[or insert name/contact details for appropriate company representative or department]** to report such incidents. After a report is received, a thorough and objective investigation will be undertaken, according to the Equal Employment Opportunity policy set forth in the Company's Handbook. The Company prohibits retaliation against employees who make such a complaint.

California Military Leave

Employees who are members of the National Guard or United States Reserve will be granted a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises and special exercises or like activities. This leave is not to exceed 17 calendar days annually, including time involved in going to and returning from such duty. Collateral benefits will not be restricted or terminated because of an employee's temporary incapacity as a result of the employee's duty in the National Guard, Naval Militia, State Military Reserve or federal reserve components of the United States Armed Forces, if the employee is ordered to duty or training for 52 weeks or less. Similarly, employees who are members of the state Military Reserve will be granted a temporary leave of absence without pay while engaged in military duty for purposes of military training, drills, unit training assemblies or similar inactive duty training. This leave is not to exceed 15 calendar days annually, including time involved in going to and returning from that duty.

Employees who are members of California's National Guard or the national guards of other states will be entitled to reinstatement upon return from a military leave for active service, so long as certain conditions are met. Employees returning from leave who were full-time employees will be restored to the same position or to a position of similar seniority, status and pay unless the employer's circumstances have so changed as to make it impossible or unreasonable to do so and part-time employees will be restored to the same position or to a position of similar seniority, status and pay, if any exists, so long as:

- The employee is an officer or enlisted member of the National Guard of any state;
- The employee was called to active duty by the Governor of the state in which they serve in the National Guard or by the President of the United States;
- The employee received a certificate of satisfactory service in the National Guard;
- The employee is still qualified to perform the duties of the position;
- If the employee left a full-time position, they applied for reemployment within 40 days of being released from service; or, if the employee left part-time employment, they applied for reemployment within five days of being released from service; and

- The employee's position was not temporary.

For one year following reemployment, the Company will not discharge the employee without cause.

The Company will not discriminate against members of the military or naval services of California or the federal reserve component of the United States Armed Forces. If the proper authority calls upon an employee to perform military service or duty or attend a military encampment or place of drill or instruction, the Company will not hinder or prevent the employee form performing that service.

Emergency Responder Leave

The Company will not terminate or discipline any employee who is a volunteer firefighter, reserve peace officer or emergency rescue personnel because the employee takes time off to perform emergency duty **[INSERT FOR EMPLOYERS WITH 50 OR MORE EMPLOYEES:** or engages in fire, law enforcement or emergency rescue training**]**. In the event you need to take time off for this type of emergency duty, please alert your supervisor or **[insert name/contact details for appropriate company representative or department]** before leaving the company's premises.

A "volunteer firefighter" includes any person registered as a volunteer member of a regularly organized fire department of a city, county, city and county or district having official recognition of the government of the city, county or district in which the department is located; or a regularly organized fire department of an unincorporated town.

"Emergency rescue personnel" includes any volunteer or paid officers, employees, or members of a fire department or fire protection or firefighting agency who perform first aid and medical services, rescue procedures and transportation or other related activities necessary to insure the health or safety of a person in immediate danger. Such personnel include those who work for the: (1) federal or state government; (2) city, county, city *and* county, district or other public or municipal corporation or political subdivision of this state; (3) sheriff's department, police department or private fire department; or (4) disaster medical response entity sponsored or requested by the state.

Civil Air Patrol Leave

The Company will not terminate or discriminate against an employee who is a volunteer member of the Civil Air Patrol or prevent a member from performing service as part of the California Wing of the Civil Air Patrol during an emergency operational mission. Additionally, the Company will not retaliate against an employee for requesting or taking Civil Air Patrol leave in accordance with this policy.

The Company will provide eligible employees with up to 10 days per year of leave, but no more than three days at a time, unless the emergency is extended by the entity in charge of the operation and the Company approves the extension. To be eligible for leave, employees must

have been employed by the Company for at least 90 days immediately preceding the start of the leave and must be duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.

Employees must request leave with as much notice as possible. The Company may require certification from the proper Civil Air Patrol authority to verify an employee's eligibility for leave. The Company may deny leave if the employee fails to provide the required certification.

Leave taken under this policy is unpaid except that exempt employees will be paid when required by applicable law. Employees will not be required to exhaust accrued vacation or sick leave or any other type of accrued leave prior to taking unpaid civil air patrol leave, but may choose to use such benefits during leave to receive pay.

Following leave, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of Civil Air Patrol service. If the employee complies with these requirements, the employee will be restored to their prior position without loss of status, pay or other benefits.

Jury and Witness Duty Leave

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service summonses or subpoenas, attend court for prospective jury service or serve as a juror or witness under court order. Under no circumstances will employees be terminated, coerced, discriminated against, retaliated against, or otherwise penalized because they request or take leave in accordance with this policy.

Employees must notify their supervisor with notice of any jury summons or subpoena or court order within a reasonable time after receipt and before their appearance is required. Verification from the court clerk of having served or appeared may be required.

Time spent engaged in attending court for prospective jury service or for serving as a juror or witness is not compensable except that exempt employees will not incur any reduction in pay for partial week's absence due to jury or witness duty. Employees may use vacation, personal leave or compensatory time off that is otherwise available to the employee for time spent responding to a summons and/or subpoena, for participating in the jury selection process or for serving on a jury or as a witness. **[OPTIONAL LANGUAGE IF LEAVE IS UNPAID:** Employees may retain any mileage allowance or other fees paid for the jury or witness duty.**] [OPTIONAL LANGUAGE IF LEAVE IS PAID:** The Company requires that employees sign over any mileage or fees paid for jury or witness duty.**]**

Any employee on jury or witness duty is expected to report or return to work for the remainder of the work schedule when dismissed from jury or witness duty.

Leave for Victims of Violence

ASI will provide time off to any employee who is a victim so that the employee may obtain or

Commented [MAE118]: The law on leave for victims of violence also provides that employers may not discharge or in any manner discriminate or retaliate against an employee, including, but not limited to, an employee who is a victim, for taking time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

Commented [MAE119]: This policy was updated on 10/17/2024 to reflect amendments (effective 1/1/2025) to the law providing leave and accommodations for victims of violence.

Commented [MS120]: Covered Employers: California employers.

Note: There are some provisions in the law that only apply to employers with 25 or more employees, but some protections extend to all employers. Qualified employees of California employers of 25 or more employees may be eligible to take time off from work to seek medical care; obtain services from a domestic violence shelter, program or rape crisis center; obtain psychological counseling; and participate in safety planning due to a qualifying act of violence to themselves or a family member

attempt to obtain relief. For purposes of this policy, "victim" means an individual against whom a qualifying act of violence is committed. "Qualifying act of violence" means domestic violence, sexual assault, stalking, or an act, conduct, or pattern of conduct in which a third party causes bodily injury or death to another individual; exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death. "Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief to help ensure the health, safety or welfare of the employee or the employee's family member. Also for purposes of this policy, "family member" means the employee's child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person. For purposes of this policy, a "designated person" means an individual identified by the employee at the time the employee requests leave who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship. [**OPTIONAL**: Employees are limited to one designated person per 12-month period.]

Employees should give the Company reasonable notice of the need for leave unless advance notice is not feasible. When an unscheduled absence occurs, the Company may require the employee to provide written certification of the need for time off. Any of the following will be considered sufficient certification: a police report indicating the employee or the employee's family member was a victim; a court order protecting or separating the employee or the employee's family member from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that the employee or the employee's family member has appeared in court; documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee or the employee's family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

[Insert for employers with 25+ employees: Additionally, an employee who is a victim or has a family member who is a victim may take time off for any of the following reasons: (1) to seek or obtain, or assist a family member to seek or obtain, medical attention for injuries caused by a qualifying act of violence; (2) to seek or obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of a qualifying act of violence; (3) to seek or obtain, or assist a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence; (4) to participate in safety planning and take other actions to increase safety from future qualifying acts of violence; (5) to relocate or engage in the process of securing a new residence due to the qualifying act of violence (this includes securing temporary or permanent housing or enrolling children in a new school or childcare); (6) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence; (7) to seek or obtain, or assist a family member to seek or obtain, civil or criminal legal services in relation to the qualifying act of violence; (8) to prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; and

Commented [ND121]: Effective January 1, 2025, "stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for that person's safety or the safety of others or suffer substantial emotional distress.

Commented [ND122]: Effective January 1, 2025, the definitions for these family members are the same as under the California Family Rights Act.

Commented [MAE123]: The law on leave for victims of violence also provides that employers may not discharge or in any manner discriminate or retaliate against an employee, including, but not limited to, an employee who is a victim, for taking time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. This principle is already reflected in the Jury and Witness Duty Leave policy.

(9) to seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.]

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. The total length of leave under this policy is limited to 12 weeks.

[Optional: Additionally, if an employee's family member is a victim who is not deceased as a result of crime, and the employee is not a victim: leave under this policy to relocate or engage in the process of securing a new residence is limited to five days; and total leave for any reason under this policy is limited to 10 days.]

Employees may use accrued paid time off in order to receive compensation during the leave of absence.

Employees may also be entitled to a reasonable accommodation under the Company's Accommodation for Victims of Violence policy and to additional leave under the Company's Leave to Attend Judicial Proceedings Related to Certain Felonies policy and Leave to Attend Court Proceedings for Serious Crimes policy. Employees should consult those policies and/or Human Resources **[or insert name/contact details for appropriate company representative or department]** for additional information. The Company will keep all information submitted in connection with an employee's request for leave confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate or retaliate against any employee because of the employee's or the employee's family member's status as a victim, if the employee provides the Company notice of such status, the Company has actual knowledge of such status, or the employee takes or requests leave in accordance with this policy.

Employees who have questions about this policy or who wish to request a leave of absence under this policy should contact their Human Resources representative **[or insert name/contact details for appropriate company representative or department]**.

Leave to Attend Judicial Proceedings Related to Certain Felonies

ASI prohibits discrimination against an employee who wishes to take time off from work to attend judicial proceedings related to certain violent, serious or theft/embezzlement related felonies committed against the employee, the employee's immediate family member, the employee's registered domestic partner or a child of the employee's registered domestic partner.

"Immediate family member" is defined as an employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Before an employee may be absent from work to attend a judicial proceeding, the employee must give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When

Commented [ND124]: Effective January 1, 2025, these are optional limitations on leave that employers may impose.

Commented [ND125]: Effective January 1, 2025, an amendment to the crime victim leave law provides that employees may use paid sick leave that is otherwise available to the employee under the applicable terms of employment.

Commented [ND126]: Effective January 1, 2025, an amendment to the crime victim leave law provides that furnishing evidence or providing a certification in accordance with the crime victim leave law shall not waive any confidentiality or privilege that may exist between the employee or employee's family member and a third party.

advance notice is not feasible or an unscheduled absence occurs, the employee must provide within reasonable time documentation evidencing the judicial proceeding from (1) the court or government agency setting the hearing; (2) the district attorney or prosecuting attorney's office; or (3) the victim/witness office that is advocating on behalf of the victim.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Leave to Attend Court Proceedings for Serious Crimes

ASI prohibits discrimination against an employee who is a victim of certain serious criminal offenses and wishes to take time off to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, or post-conviction release decision or any proceeding in which a right of the victim is at issue.

A "victim" means any employee who suffers direct or threatened physical, psychological or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term "victim" also includes the employee's spouse, registered domestic partner, parent, child, sibling or guardian.

Before employees may take time off under this policy, they must provide the Company with reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide the Company with a certification within a reasonable time. The types of certification to account for an unscheduled absence include: a police report indicating the employee was a victim of one of the specified serious criminal offenses; a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Time Off to Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in official public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Any employees who do not have sufficient time outside of working hours to vote in a statewide public election, while the polls are open, may take up to two hours off from work, without loss of pay. Any additional time off will be without pay. Employees must take the time off at the beginning or end of their regular work schedule, whichever allows the most free time for voting and the least amount of time off from work, unless mutually agreed otherwise.

Employees must provide at least two working days' notice of the need for leave when, on the third working day prior to the election day, the employee knows or has reason to believe they will need time off to vote on election day. Otherwise, employees must give reasonable notice of the need to have time off to vote.

Election Officer Leave

The Company will not terminate, suspend or otherwise discriminate against employees who miss work to serve as an election officer on Election Day.

Time off under this policy will be unpaid.

The Company asks that employees provide reasonable advance notice of the need for time off to serve as an election official, so that the time off can be scheduled to minimize disruption to normal work schedules.

Proof of having served as an election official may be required.

State of Emergency

The Company will not take or threaten to take adverse action against any employee for refusing to report to, or leaving, a workplace or worksite within an area covered by the State of Emergency or impacted by an emergency condition because the employee has a reasonable belief that the workplace or worksite is unsafe or prevent any employee from accessing their mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety.

"Emergency condition" means the existence of either of the following but does not include a health pandemic: (i) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (ii) an order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act.

Commented [MS127]: Portions of this statute do not apply to certain categories of employees, as set forth below:

(b) In the event of an emergency condition, an employer shall not do either of the following:
(1) Take or threaten adverse action against any employee for refusing to report to, or leaving, a workplace or worksite within the affected area because the employee has a reasonable belief that the workplace or worksite is unsafe. This paragraph does not apply to the following:
(A) A first responder, as defined in Section 8562 of the Government Code.
(B) A disaster service worker, as defined in Section 3101 of the Government Code.
(C) An employee required by law to render aid or remain on the premises in case of an emergency.
(D) An employee or contractor of a health care facility who provides direct patient care, provides services supporting patient care operations during an emergency, or is required by law or policy to participate in emergency response or evacuation.
(E) An employee of a private entity that contracts with the state or any city, county, or political subdivision of the state, including a special district, for purposes of providing or aiding in emergency services.
(F) An employee working on a military base or in the defense industrial base sector.
(G) An employee performing essential work on nuclear reactors or nuclear materials or waste.
(H) An employee of a company providing utility, communications, energy, or roadside assistance while the employee is actively engaged in or is being called upon to aid in emergency response, including maintaining public access to services such as energy and water during the emergency.
(I) An employee of a licensed residential care facility.
(J) An employee of a depository institution, as defined in Section 1420 of the Financial Code.
(K) A transportation employee participating directly in emergency evacuations during an active evacuation.
(L) An employee of a privately contracted private fire prevention resource, that is subject to the regulations developed pursuant to Part 4.5 (commencing with Section 14865) of Division 12 of the Health and Safety Code and operating as a qualified insurance resource. "Qualified insurance resource" means personnel and equipment working for, or contracted by, an insurance company with a mission to mitigate risk to insured structures and operating in compliance with instruction and oversight of the incident management team of the authority having jurisdiction.
(M) An employee whose primary duties include assisting members of the public to evacuate in case of an emergency.
(2) (A) Prevent any employee from accessing the employee's mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety. ... [10]

Commented [MS128]: "A reasonable belief that the workplace or worksite is unsafe" means that a reasonable person, under the circumstances known to the employee at the time, would conclude there is a real danger of death or serious injury if that person enters or remains on the premises. The existence of any health and safety regulations specific to the emergency condition and an employer's compliance or noncompliance with those regulations shall be a relevant factor if this information is known to the employee at the time of the emergency condition or the employee received training on the health and safety regulations mandated by law specific to the emergency condition.

9. PAY PRACTICES

Performance Reviews

Commented [BP129]: Separate out evaluations as a separate section? Have existing policy that needs updating. What to do about the ED? Have an ED section in the Handbook or a separate policy?

Employees may receive a performance evaluation from time to time. Please keep in mind that a positive performance review does not guarantee a salary increase or a promotion. Salary increases and/or promotions are solely within the discretion of the Company and depend upon many factors in addition to individual and Company performance.

Pay and promotion decisions must be in writing and approved by an authorized representative of the Company to be effective. The Company reserves the right to issue disciplinary action and make any personnel changes (including termination) before or after performance evaluations.

Reference and create an Admin Procedure for performance review and evaluation - https://asicalstatela.org/sites/default/files/content/upload/2017/12/policy-106-personnel-performance-appraisal-policy-106-11.30.17.pdf

Commented [BP130]: Use current policy to create Admin Procedure.

Discipline – stages of warnings, training, etc.- https://asicalstatela.org/sites/default/files/content/upload/2015/11/policy-117-personnel-discipline-policy-117.pdf

Grievance process – current process is not compliant, but what do we want to articulate here. How to handle grievance against the ED. https://asicalstatela.org/sites/default/files/content/upload/2016/04/policy-114-personnel-grievance-process-policy-approved-160421.pdf

Payment of Wages

Employees will be paid **[insert frequency, e.g., weekly, biweekly]** on **[insert payday]** by check or direct deposit. Each pay period covers **[insert the period of time covered by the pay period]**.

If the regular payday falls on a Company-recognized holiday, then employees will be paid on the workday before the regular payday. Employees who enjoy the benefit of electronic direct deposit will receive a statement containing Direct Deposit Advice on each payday.

Paycheck Deductions

The Company is required by California and federal laws to make certain deductions from employees' paychecks each pay period. Such deductions typically include federal and state income taxes, Social Security or wage garnishments. Depending on the benefits employees choose, deductions expressly authorized in writing by the employee to cover insurance premiums or other benefit premiums may also occur.

The Company will not make any deduction from an employee's wages which is not either authorized by the employee in writing or permitted by California or federal law.

The amount of all deductions will be listed on an employee's pay stub.

Reporting Errors and Obtaining More Information

If any employee, exempt or non-exempt, has questions about deductions from their pay, believes they have been subjected to improper deductions or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, the employee should contact Human Resources, a supervisor or **[insert name/contact details for appropriate company representative or department]**.

Every report will be fully investigated, and the Company will provide the employee with any compensation to which the employee is entitled in a timely fashion.

The Company complies with California and federal law, and will not allow any form of retaliation against individuals who make good-faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

Work Schedules

The Company is normally open for business from Monday through Friday**,** 8:00am – 5:00pm. Your supervisor will assign your work schedule.

All employees are expected to be at their desk or designated work area at the start of their scheduled shift, ready to perform their work.

Employees are required to take meal and rest periods when required by applicable law. The Company complies with federal and California law in this regard. Employees should review the Company's Meal and Rest Break policy for further information. If an employee believes they are not being permitted to take meal or rest periods required by applicable law, the employee should immediately contact Human Resources.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week.

Discussion of Wages

No employee is prohibited from disclosing the amount of their wages. The Company will not terminate, demote, suspend, or otherwise discriminate or retaliate against an employee who makes such a disclosure or because an employee exercises their rights, or aids or encourages other employees in exercising their rights, under California's Equal Pay Law.

This policy does not require disclosure of wages.

Meal and Rest Periods

The Company complies with federal and state legal requirements concerning meal and rest periods. The Company recognizes that employees perform at their best when they have the rest and nourishment they need. This policy explains when the Company expects employees to take meal and rest periods.

Meal Periods

The Company provides at least a 30-minute meal period to employees who work more than five hours in a work period and a second 30-minute meal period to employees who work more than 10 hours in a work period, unless they have elected to waive a meal period in accordance with the Company's policy and state law. Under certain circumstances, employees can voluntarily elect to waive a meal period. Meal Period Waiver Forms **[or insert name of applicable form**] are available from Human Resources **[or insert name/contact details for appropriate Company representative or Department].**

When an employee works for a work period of more than five hours, the Company will provide a 30-minute meal period to start within the first five hours of work (e.g., if the employee begins work at 8 a.m., the meal period will be provided to start no later than 1 p.m.). When an employee works for a work period of more than 10 hours, the Company will provide a second 30-minute meal period to start within the first ten hours of work (e.g., if the employee begins work at 8 a.m. and takes a first unpaid meal period of exactly 30 minutes, the second meal period will be provided to start no later than 6:30 p.m.).

Employees are relieved of all of their duties during meal periods and are allowed to leave the premises.

The Company provides meal periods as follows:

Number of Hours Worked in a Work Period	Number of Meal Periods Provided	Comments
0 to ≤ 5.0	0	An employee who does not work more than five hours in a work period is not provided with a meal period.
> 5.0 to ≤ 10.0	1	An employee who works more than five hours in a work period, but who does not work more than ten

Commented [MAE131]: The most conservative approach with regard to California Meal and Rest breaks is to have a daily attestation in which the employee acknowledges either: (1) the employee has been provided meal breaks and authorized and permitted rest breaks; or (2) the employee is owed a premium because demands of work prevented the employee from taking a meal or rest break in accordance with the employer's policy. The payment of the 1 hour premium should be automatic when an employee indicates that the employee was prevented by work from getting the appropriate meal or rest break.

Employers should carefully determine the best procedure for compliance and then work to ensure it is implemented effectively.

Commented [MAE132]: Employers should obtain an employee's acknowledgement of receipt of the Company's Meal and Rest Period policy or the set of policies that includes the meal and rest period policy. Employers are not legally required to obtain such an acknowledgement, but it can serve as evidence that the employer provided a Meal and Rest Period policy. A sample acknowledgement of the California Supplement is provided at the end of the supplement template.

Commented [BP133]: Review for our full-time staff. Include in Student Assistant handbook as well

Commented [BP134]: Our non-exempt staff are salaried and don't punch a clock. So how would that be accounted for?

Commented [BP134R2]: Include this in the student assistant handbook?

Commented [MAE135]: Labor Code § 512, which requires an employer to provide a meal period does not define the term "employee" and consequently, per DLSE guidance "exempt" employees appear to be entitled to meal periods like "non-exempt" employees. However, applicable IWC Orders exclude "exempt" employees from the meal period requirement and therefore, no premium is due by an employer who does not provide a meal period to an exempt employee. As a result, the meal break portion of the policy intentionally refers to "employees" without referencing exempt status, and the portions of the policy addressing rest breaks and premium pay refer to "non-exempt employees

		hours in a work period, is provided with a 30-minute meal period to start within the first five hours of work, subject to any meal period waiver in effect.
> 10.0	2	An employee who works more than 10 hours in a work period is provided with a second 30-minute meal period to start within the first 10 hours of work, subject to any meal period waiver in effect. The meal period waiver will be invalidated if the employee works more than 12 hours.

The Company does not pay non-exempt employees for meal periods, and consequently, non-exempt employees must record the start and stop times of their meal periods.

Rest Periods

Non-exempt employees are authorized and permitted to take a 10-minute paid rest period for every four hours worked, or major fraction thereof. Employees are relieved of all of their duties during rest periods and are allowed to leave the premises. The Company authorizes and permits rest periods as follows:

Number of Hours Worked in a Work Period	**Number of 10-Minute Rest Periods**	**Comments**
0 to < 3.5	0	A non-exempt employee who works less than 3.5 hours in a work period is not entitled to a rest period.
3.5 to ≤ 6	1	A non-exempt employee who works 3.5 to 6 hours in a work period is entitled to one 10-minute rest period.
> 6.0 to ≤ 10.0	2	A non-exempt employee who works more than 6 hours in a work period but who does not work more

		than 10 hours in a work period is entitled to two 10-minute rest periods.
> 10.0 to ≤ 14.0	3	A non-exempt employee who works more than 10 hours in a work period but who does not work more than 14 hours in a work period is entitled to three 10-minute rest periods.
***** Non-exempt employees who work more than 14 hours in a work period may be entitled to additional rest periods.***		

Whenever practicable, rest periods should be taken near the middle of each four-hour work period. Employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period.

Because rest periods are paid, non-exempt employees should not clock out for them.

Responsibilities

Supervisors are responsible for administering their department's meal and rest periods.

Any non-exempt employee who is not provided with a meal period or authorized and permitted to take a rest period pursuant to the terms of this Policy is immediately entitled to a meal or rest period premium. Supervisors **[or insert name/contact details for appropriate company representative or department]** will be responsible for authorizing meal or rest period premiums. Any supervisor who knows or should reasonably know that a meal or rest period was not provided in accordance with this Policy should arrange for a premium to issue to the employee. Employees are responsible for reporting to their supervisor any meal period that was not provided or any rest period not authorized and permitted where the supervisor would have no reason to otherwise know of this fact. Employees who feel they are owed a premium as a result of this Policy, but have not received the premium, should report the missing premium immediately to their supervisor **[or insert name/contact details for appropriate company representative or department]**.

Lactation Accommodation

Employees have the right to request lactation accommodation. The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and

Commented [PJ136]: In ***Donohue v. AMN Services, LLC***, the California Supreme Court required strict compliance for providing meal periods and specifically condemned the practice of rounding to the nearest time increment for meal periods. Put simply, the California Supreme Court found that employers cannot round time punches for meal periods. The court also clarified that a rebuttable presumption of liability applies when time records show shortened, delayed, or missed meal periods. For additional analysis, see **California Supreme Court Demands Strict Meal Period Compliance and Prohibits Rounding for Meal Periods**

Commented [PJ137]: In *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court recently rejected the longstanding view that meal and rest break premiums are paid at the employee's base rate, rather than at the more complicated regular rate of pay used to calculate overtime premiums. See *Did Your Business Pay Break Premiums AND Bonuses? California Has A Penalty For That, Too.* for additional analysis.

Commented [AEM138]: In California, an employer with fewer than 50 employees may be exempt from the lactation accommodation requirements if it can demonstrate that the requirement would impose an undue hardship by causing the employer significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business. If a California employer demonstrates that providing the room or other location would impose an undue hardship, it must still make reasonable efforts to provide an employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private. The undue hardship exceptions are not included in the policy because they are only available to employers with fewer than 50 employees.

rest breaks already provided or additional time is needed, the lactation break time will be unpaid for non-exempt employees.

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their supervisor **[or insert appropriate company title or department]** regarding scheduling and reporting the extra break time.

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

For lactation breaks when an employee is working at a physical location of the Company, the Company will provide employees with the use of a room or other location to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean, free from hazardous materials, in close proximity to the employee's work area, shielded from view and free from intrusion by co-workers and/or the public. This location may be the place where the employee normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breastmilk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may also be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact their supervisor or a Human Resources representative **[or insert appropriate company title or department**]. Any non-exempt employee who is not provided with a break as requested to express milk, should immediately contact **[insert appropriate position].**

Lactation is considered a pregnancy-related condition under California law.

Employees who wish to request lactation accommodation should [**insert request process].** If the Company cannot provide break time or a location that complies with this Lactation Accommodation policy, the employee requesting the accommodation will be notified in writing.

The Company will not discriminate or retaliate against an employee who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises their rights under California's lactation accommodation law. Employees who feel their lactation accommodation rights have been violated can file a complaint with the California Labor Commissioner's Office.

Commented [AEM139]: If a multipurpose room is used for lactation, among other uses, the use of the room for lactation takes precedence over the other uses, but only for the time it is in use for lactation purposes.

An employer in a multitenant building or multiemployer worksite may comply with the lactation room requirements by providing a space shared among multiple employers within the building or worksite if the employer cannot provide a lactation location within the employer's own workspace. Employers or general contractors coordinating a multiemployer worksite must either provide lactation accommodations or provide a safe and secure location for a subcontractor employer to provide lactation accommodations on the worksite, within two business days, upon written request of any subcontractor employer with an employee who requests an accommodation.

Commented [AEM140]: Under California law, an employer's failure to provide either a reasonable break time to express milk or adequate space to express milk will constitute a failure to provide a rest period under state law. This means that an employer must pay an aggrieved employee one additional hour of pay at the employee's regular rate of compensation for each lactation break not provided, and when an adequate space is not provided. An aggrieved employee may file a complaint with the Labor Commissioner, which may impose a civil penalty of $100 for each day that an employee is denied reasonable break time or adequate space to express milk.

Commented [AEM141]: An employer must develop and implement a written policy regarding lactation accommodation that includes the following:

- A statement about an employee's right to request lactation accommodation;
- The process by which the employee makes the request;
- The employer's obligation to respond to the request; and
- A statement about an employee's right to file a complaint with the Labor Commissioner for any violation of the lactation accommodation rights.

The employer must include the policy in an employee handbook or set of policies that the employer makes available to employees. The employer must also distribute the policy to new employees upon hiring and when an employee makes an inquiry about or requests parental leave.

Commented [AEM142]: If an employer cannot provide break time or a location that complies with the law's requirements, the employer must provide a written response to the employee.

Timekeeping

Non-exempt Employees

Employees who are classified as non-exempt must accurately record the time they work each day, including the time they begin work, the time they end work, and the time they start and return from meal periods.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Non-exempt employees must report *all* time worked and must *not* work any time that is not authorized by their supervisors. This means non-exempt employees must not start work early, finish work late, work during a meal or rest break or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor **[or insert appropriate company title or department]**.

It is a violation of the Company's policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked or to alter another employee's time records, they should report the incident immediately to Human Resources.

Exempt Employees

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave or vacation.

Most exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

Commented [MAE143]: Note: Some employees, such as outside salespeople, may have a different compensation structure or be classified as exempt even though they are not paid on a salary basis. Some employers may want to revise language related to exemption to reflect their specific workforce.

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available vacation to make up for the reduction in salary;

- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;

- When an exempt employee works only part of the week during their first and last week with the Company, the employee will be paid only for the days actually worked;
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, the Company will not pay for such days/hours of absence; and
- When an exempt employee receives an unpaid disciplinary suspension of one or more full days, imposed in good faith for a work-related conduct rule infraction, the Company will not pay for such days of suspension.

Commented [MAE144]: Under federal law, employers are also permitted to make deductions for penalties imposed in good faith for infractions of safety rules of major significance. However, the California Division of Labor Standards Enforcement has indicated in its Enforcement Manual that no provision in California law would allow an employer to deduct penalties form an employee's pay for safety violations. Therefore, such a practice would be unlawful in California even though it is permitted under federal law.

The Company may require an exempt employee to use available vacation as a replacement for salary, when the employee takes less than a full day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, as a witness or in the military or for lack of work, though deductions may be made to offset amounts an employee receives as jury or witness fees, or for military pay.

It is Company policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Company prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to Human Resources **[or insert appropriate company title or department]**. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

Overtime

Commented [MAE145]: Note: California has enacted the "Phase-In Overtime for Agricultural Workers Act of 2016," which creates a schedule that phases in overtime requirements for agricultural workers between 2019 and 2022. Employers that employ 25 or fewer employees will have an additional three years to comply with the phasing in of these overtime requirements.

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Non-exempt employees will be paid one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in any workweek, for all hours worked in excess of eight hours up to and including 12 hours in any workday and for the first eight hours worked on the seventh consecutive day of work in a workweek. Additionally, employees will be paid double their regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek. Paid time off such as sick pay, holiday pay and vacation pay will not count toward hours worked for the purpose of determining overtime pay.

All employees are entitled to at least one day of rest every seven days in a workweek unless certain exceptions apply as described in the Company's Day of Rest Policy. An employee may independently and voluntarily choose not to take a day of rest and confirm such choice in writing with the Company.

All overtime work must be authorized in advance by the employee's supervisor**.** Working overtime without prior authorization may result in disciplinary action.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

For overtime pay calculation purposes, the workday begins at **[insert time workday begins]** and ends 24 consecutive hours later. The workweek begins at **[insert time and day workweek begins]** and ends at **[insert time and day workweek ends]**.

Business Travel and Reimbursement

The Company will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance. Once approved, employees should make travel arrangements and seek reimbursement in accordance with the guidelines in this policy.

When approved, the actual cost of travel, meals, lodging and other expenses directly related to accomplishing business travel objectives will be reimbursed by the Company. Employees are expected to limit expenses to reasonable amounts. Reimbursement of non-standard expenses (including the purchase of alcoholic beverages) incurred on business trips is within the sole discretion of the Company. Employees must submit business expense reimbursement requests within [____] days of incurring the expense.

Employees should ask their supervisor or Human Resources **[or insert appropriate company title or department]** for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses or any other business travel issues.

Exempt employees will be paid their regular salary for any weeks in which they travel. Non-exempt employees will be paid for travel time in accordance with Company policy and with federal and state wage and hour laws.

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, may result in disciplinary action, up to and including termination of employment.

Schedules, Hours, and Retention for Retail Workers [Los Angeles]

ASI complies with the Los Angeles Fair Work Week Ordinance (the "FWWO"). In accordance with the FWWO, the Company adopts the following policies and practices:

Work Schedules

Prior to the start of employment, the Company will provide new employees with a good faith estimate, in writing, of the employee's work schedule, including the hours, days, and times,

Commented [BP146]: Review current travel policy and combine into this handbook

Commented [BP147]: Does not apply to ASI

Commented [SM148]: The Fair Work Week Ordinance applies to employers operating a retail business that directly or indirectly exercises control over the wages, hours, or working conditions of any employee, and has 300 employees globally. For purposes of determining the number of employees of an employer, the following shall be included:

- Any employee over whom the employer directly, or through an agent or other Person, including through a temporary service or staffing agency, exercises control over the wages, hours, or working conditions;
- Any employee of an employer's subsidiary provided that the subsidiary is identified as a retail businesses; and
- Any employee of any person operating a business pursuant to a Franchise, provided that the franchisee's business is over 15,000 square feet and identified as a retail business.

Any person or business whose employees are included in the count of total employees of the employer, including those identified above, qualifies as an employer for purposes of the Fair Work Week Ordinance.

Commented [SM149]: Every employer must post the notice published each year by the Los Angeles Office of Wage Standards of the Bureau of Contract Administration, informing employees of their rights under the Fair Work Week Ordinance. Every employer must post notices in English, Spanish, Chinese (Cantonese and Mandarin), Hindi, Vietnamese, Tagalog, Korean, Japanese, Thai, Armenian, Russian and Farsi, and any other language spoken by at least 5 percent of the employees at the workplace or job site.

Commented [SM150]: Employees are covered by the ordinance if they perform at least two (2) hours of work within the geographic boundaries of Los Angeles for an employer in a particular work week.

Commented [SM151]: The good faith estimate shall also notify a new employee of their rights under the Los Angeles Fair Work Week Ordinance. In the alternative, the employer may provide the new employee with a copy of the poster required by the Los Angeles Fair Work Week Ordinance. The good faith estimate is not a bonding, contractual offer, but if an employee's actual work hours substantially deviate from the estimate, the deviation must be substantiated by a documented, legitimate business reason that was unknown at the time the employer provided the estimate to the employee. There is no requirement for employees to acknowledge or consent to the good faith estimate, but the Frequently Asked Questions (FAQs) interpreting the FWWO provide that in the event of a FWWO investigation, the burden is on employers to substantiate that the estimate was timely provided.

Commented [ND152]: The Frequently Asked Questions (FAQs) interpreting the FWWO provide that the good faith estimate should include the days of the week the employee can be expected to work or the days of the week that the employee will not be expected to work. This shall not include all days of the week.

Commented [ND153]: The Frequently Asked Questions (FAQs) interpreting the FWWO provide that the good faith estimate should include the times or shifts the employee can expect to work, including start and end times, but that the number of hours or shifts shall not be more than 50% greater than the estimated number of hours the employee is expected to work each week and that the employer shall not state the estimate as all work shifts the employer staffs at its workplace.

including on-call shifts, when the employee will be required to work or be on-call to work; the estimated number of hours the employee will be expected to work each week; the locations the employee will be expected to work; and whether the employee can expect to work on-call shifts. The Company will also provide a written good faith estimate of a current employee's work schedule within 10 days of an employee's request. Upon receipt of a good faith Work Schedule, an employee may request a preference for certain hours, times, or locations of work. The Company will consider any such request, and, in its sole discretion, may accept or decline the request, and will provide the employee written notice of the reason for any denial.

The Company will provide at least two weeks' notice of employees' work schedules by either: (a) posting the work schedule; or (b) transmitting the work schedule by electronic means.

The Company will provide written notice to employees of any Company-initiated change to the employee's posted or transmitted work schedule. An employee has the right to decline any hours, shifts, or work location changes not included in the work schedule. If the Company changes or cancels an employee's previously scheduled shift, or requires the employee to report for a previously unscheduled shift, the Company will provide the affected employee with any required "predictability pay" in accordance with applicable law.

The Company will not provide "predictability pay" for schedule changes if:

- An employee initiates the requested work schedule change;
- An employee accepts a schedule change initiated by the Company due to an absence of another scheduled employee;
- An employee accepts "additional hours" pursuant to the "Offer of Additional Hours" section of the policy below;
- An employee's hours are reduced due to the employee's violation of any existing law or of the Company's lawful policies and procedures;
- The Company's operations are compromised pursuant to law or force majeure; or,
- Extra hours worked require the payment of an overtime premium under California law.

The Company will not require an employee to find coverage for a shift or partial shift if the employee is unable to work for reasons protected by law.

Right to Rest and Additional Pay

The Company will not schedule an employee to work a shift that starts less than 10 hours from the employee's last shift without the employee's written consent. An employee will be paid a premium of time and a half for all hours in the second shift if the second shift is not separated from the first shift by at least 10 hours.

Offer of Additional Hours

Before hiring new employees or using subcontractors, temporary services or a staffing agency to do work, the Company will offer, in writing or through a posting in a conspicuous location in the

Commented [ND154]: The Frequently Asked Questions (FAQs) interpreting the FWWO provide that the good faith estimate should include the estimated number of hours the employee will be expected to work each week, which shall not be stated as a range of hours.

Commented [ND155]: The Frequently Asked Questions (FAQs) interpreting the FWWO provide that the good faith estimate should include the locations that the employee will be expected to work but shall not state all work locations if there are multiple worksites

Commented [SM156]: If an employee voluntarily consents to work hours of shift changes not included in the work schedule, the consent must be in writing.

Commented [MAE157]: Notably, an employee's simply agreeing or consenting to work additional hours or shifts does not exempt a covered employer from having to pay the employee predictability pay.

Commented [SJ158]: Predictability pay is due as follows: 1. One hour of pay for each change to a schedule date, time or location that does not result in a loss of time the employee or does result in additional work time that exceeds 15 minutes. 2. One-half of the employee's regular rate of pay for the time the employee does not work if the Company reduces the employee's work time by at least 15 minutes.

Commented [SM159]: The Company must communicate to the employee that acceptance of the hours is voluntary and the employee has the right to decline.

Commented [ND160]: Littler Comment: The FWWO provides that premium pay is calculated as 1.5 times the employee's regular rate of pay and that premium pay is not required for any hours that require overtime pay.

workplace **[Optional**: and an electronic post on the Company's intranet in a conspicuous location**]**, additional hours of work to current part-time employees, provided that:

- One or more current employees are qualified to do the additional work as reasonably determined by the Company; and
- The additional hours of work would not result in the payment of a premium rate for overtime work.

The Company will make the offer for additional work hours to each current employee in writing or by posting the offer in a conspicuous location in the workplace where employee notices are customarily posted. The Company will make the offer at least 72 hours before hiring any new employee or using a contractor, temporary service of staffing agency. Upon receipt of the offer, an employee will have 48 hours to accept the offer of additional hours. Employees who wish to accept the additional hours must do so in writing. If more current employees accept the additional hours than are needed, the Company will award the additional hours using a fair and equitable distribution method.

Upon expiration of the 48-hour period, or at any time after receiving written confirmation from all employees that they are not interested in accepting additional hours of work, the Company may hire new employees or retain the services of a contractor, temporary service or staffing agency to work the additional hours that were not accepted by current employees.

Retaliation Prohibited

The Company will not discharge, reduce in compensation or otherwise discriminate against any employee for opposing any practice prohibited by the FWWO, participating in proceedings related to the FWWO, seeking to enforce their rights under the FWWO by any lawful means, or for otherwise asserting rights under the FWWO.

Day of Rest

In each workweek, **ASI** will provide employees with at least one day of rest for every seven days within the workweek unless their total hours worked are 30 hours or less in the workweek and six hours or fewer every day of the workweek. If the nature of the employee's work reasonably requires that the employee work seven or more consecutive days, the day of rest requirement may be met by providing an average of one day's rest for every seven days on a monthly basis (e.g., four days of rest per calendar month). An employee may also independently and voluntarily choose and confirm in writing not to take a day of rest. Day of Rest Confirmation Forms **[or insert name of applicable form]** are available from Human Resources **[or insert name/contact details for appropriate Company representative or Department]**.

This policy does not apply in cases of emergency or to work performed in the protection of life or property from loss or destruction.

Commented [ZCJ161]:
California Labor Code sections 551 and 552 require that employers give their employees "one day's rest" in seven, and prohibit employers from "causing" their employees to work more than six days in seven. The court clarified that this requirement applies on a ***workweek basis***, meaning that California employers may not cause an employee to work all seven days of a workweek. Thus, periods of more than six consecutive days that stretch across more than one workweek are not per se prohibited.

Labor Code section 556 provides an exception to these "day of rest" requirements "when the total hours of employment do not exceed 30 hours in any week or six hours in any day thereof." The court clarified this section as well by explaining that an employee must work (1) 30 or fewer hours in the workweek ***and*** (2) 6 or fewer hours every day of the workweek, in order for the employer to be able to cause the employee to work all 7 days of the week.

Lastly, the court explained what it means for an employer to "cause" an employee to go without a day of rest. The court clarified that an employer causes its employee to go without a day of rest when it induces the employee to forgo rest to which they are entitled. The court explained that an employer is not, however, forbidden from permitting or allowing an employee, fully apprised of the entitlement to rest, independently to choose not to take a day of rest. The court stated that the employer must also maintain "absolute neutrality" as to the exercise of employees' right to a day of rest.

The Company will reasonably accommodate the observance of a Sabbath or other religious holy day by employees, unless doing so would result in undue hardship to the conduct of Company business.

Employees will be paid for all hours worked in compliance with federal, state and local law.

10. EMPLOYEE BENEFITS

Benefits Overview

Commented [BP162]: Dena to review and update

Benefit plans offered by **ASI**, are defined in legal documents such as insurance contracts and summary plan descriptions. If employees are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the plan documents govern, not the informal wording of this Handbook. Plan documents, if applicable, are available for employees' inspection. ASI's designated benefit-plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by **ASI.**

Employment benefits vary according to the position and status of the employee.

Employees will receive information upon hire and annually concerning benefits. Temporary employees are not entitled to any Company benefits other than those required by law. To receive certain benefits, eligible employees may be required to meet participation requirements and pay required premiums and other contributions. The details of available benefits will change over time. The Company reserves the right to modify or discontinue its benefits at any time to the extent permitted by law.

ASI's benefits programs as of the date of the Handbook are listed below. Eligibility is dependent on many factors, including the employee's employment status (e.g., number of hours regularly worked each week).

Commented [MAE163]: Because benefit plan details change often, employers can avoid frequent benefits-related updates to the handbook by providing a brief overview of benefits and relying on the benefit packages new employees receive and current employees receive annually for detailed descriptions. This minimizes the possibility that a description in the handbook will not accurately reflect the current plans, which is particularly important because ERISA imposes a fiduciary duty on employers to accurately describe benefits to employees.

- Health Insurance - ASI provides a variety of medical insurance plans for eligible employees and their dependents. Please see ASI for enrollment information.
- Dental Insurance - Please see ASI Human Resources for enrollment information.
- Vision Insurance - Please see ASI Human Resources for enrollment information.
- Tax Sheltered Annuity (TSA) 403(b) – Full-time employees may enroll on the date of hire and will be eligible for ASI matching contributions after six months of employment. Please see ASI Human Resources for eligibility, contributions, benefits, and other related information.
-

Commented [MAE164]: This should be customized to reflect the employer's current plans.

- Employee Assistance Program

Employees may contact the **Associated Students, Inc. (ASI) Human Resources** for benefits information.

Flexible Spending Accounts

Benefits-eligible employees may participate in flexible spending accounts (FSAs). FSAs allow employees to use pre-tax dollars to pay for eligible health care-related expenses, such as health and dental insurance premiums, co-payments and deductibles, and to be reimbursed for eligible dependent care expenses, such as dependent adult day care, nursery and preschool programs.

FSAs have strict rules relative to contribution amounts, how funds are reimbursed and funds remaining in the account. Employees should contact Human Resources **[or insert name/contact details for appropriate company representative or department]** if they have any questions regarding FSAs.

Employees may set aside up to **[insert dollar amount]** in a medical reimbursement account for applicable medical expenses not covered by insurance. Employees may set aside up to **[insert dollar amount]** if married and filing jointly, or if single; **[insert dollar amount]** if married and filing separately in a dependent care reimbursement account for eligible dependent care expenses.

Group Life Insurance

The Company provides full-time employees with basic life insurance and basic accidental death and dismemberment (AD&D) insurance at no cost to the employee.

Employees can purchase additional coverage with supplemental life insurance, supplemental AD&D, as well as dependent life insurance for a spouse, domestic partner and eligible children. Employees electing supplemental coverage pay the full cost of the coverage on an after-tax basis.

Employees should contact Human Resources **[or insert name/contact details for appropriate company representative or department]** with any questions.

California State Disability Insurance

California employees who are temporarily disabled by a non-work-related injury or illness (including disability due to pregnancy) may be eligible to receive benefits through the California State Disability Insurance (SDI) program. Employees may also be eligible for SDI if they return to work on a reduced basis while recovering from a disability, if they are transferred to a lower-paying job position due to their disability, or when they are receiving temporary workers' compensation at a rate less than the daily SDI benefit amount. To be eligible for SDI benefits, employees must have earned at least $300 from which SDI deductions were withheld during their base period (generally, the 12 months prior to the quarter in which the claim is made).

Commented [MAE165]: All employers with employees eligible for the state disability insurance plan must give each new employee a copy of Publication DE 2515, Disability Insurance Provisions. The pamphlet, which shows how weekly benefits are calculated, also must be given to each employee within 10 days after leaving work due to pregnancy or nonoccupational injury or illness. The Employment Development Department supplies employers with free copies of the pamphlet.

Employers must post Form DE 1858, Notice to Employees, which informs employees covered only for disability insurance of their rights, and Form 1857A, Notice to Employees, which informs employees covered by both unemployment insurance and disability insurance of their rights. The Employment Development Department furnishes the forms, which must be posted in places readily accessible to all employees. Employers that choose to offer a voluntary plan must post in a form approved by the department a notice informing current employees of the decision.

Forms and posters are available here: https://forms.edd.ca.gov/forms

SDI benefits are not paid during the first seven consecutive days of any period of disability. SDI benefits begin on the eighth consecutive day of a disability and may continue being paid up to a maximum of 52 weeks or the amount of wages earned in the employee's base period for calculating benefits, whichever is less. The weekly benefit amount is generally 70 or 90% percent of the employee's earnings (depending upon the employee's income), with benefits capped according to a state-imposed maximum weekly benefits amount.

Employees will generally not be eligible to receive SDI benefits if they are receiving workers' compensation, permanent disability, or unemployment. Employees cannot collect both SDI benefits and California Paid Family Leave (PFL) benefits concurrently. However, employees may use any accrued but unused vacation or sick leave prior to receiving SDI benefits. **[OPTIONAL:** Employees may also choose to use accrued but unused vacation or sick leave to supplement SDI benefits received; if the employee chooses to do so, the Company will integrate all paid benefits so that the employee will not be paid more than their regular compensation at any time.**]**

The SDI benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. Employees are required to obtain approval for a leave of absence by contacting their supervisor or the Human Resources department and complying with applicable eligibility, notice, and certification requirements when required by Company policy or applicable law. When applicable, SDI benefits may be used concurrently with leave time available under the California Family Rights Act, the federal Family and Medical Leave Act, and any other applicable law.

Employees must file their claim for SDI benefits no later than 49 days after becoming disabled. Employees will also be required to provide certification of the disability from a health care provider. Employees may file a claim for SDI benefits with the California Employment Development Department through SDI Online **[or, for employers with an approved voluntary plan, insert department or point of contact responsible for SDI claims].**

Family Leave Insurance

Employees may be eligible for up to eight weeks of state-provided paid family leave (PFL) insurance benefits when they take time off for one of the following purposes:

- To bond with a child during the first 12 months after the child's birth or after the placement of a child for adoption or foster care with the employee;
- To care for an immediate family member (spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling and parent-in-law defined by the PFL law) who is seriously ill and requires care; or

Commented [MED166]: Effective January 1, 2025, SDI benefits will be equal to (A) $50 if the amount of wages paid an individual during the quarter of their disability base period in which those wages were highest is less than $722.50, (B) the greater of 70% of wages divided by 13, but not exceeding the maximum workers' compensation temporary disability indemnity weekly benefit amount, or 63% of the state average weekly wage, if the amount of wages paid an individual during the quarter of their disability base period in which those wages were highest is more than 70% of the state average quarterly wage, and (C) 90% of wages divided by 13, but not exceeding the maximum workers' compensation temporary disability indemnity weekly benefit amount, if the amount of wages paid an individual during the quarter of their disability base period in which those wages were highest is $722.50 or more, but 70% or less than the state average quarterly wage.

Commented [SM167]: The Paid Family Leave law requires employers to provide the Paid Family Leave (DE 2511) brochure to all new employees, employees who request leave to care for a seriously ill family member or bond with a new child, or employees who participate in a qualifying event due to an eligible family member's military deployment.

Additional PFL forms and publications can be found here: Paid Family Leave – Forms and Publications

Commented [MAE168]: Note: Under an amendment to the family leave insurance law that takes effect January 1, 2025, employers are no longer able to require employees to use up to two weeks of company-provided vacation before they receive paid family leave insurance benefits from the state (or from their employer, if the employer has an approved voluntary plan that applies in lieu of the state program).

- To participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child or parent in the U.S. Armed Forces.

The PFL benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. To obtain approval for a leave of absence for the reasons set forth above, employees must contact their supervisor or **[insert name/contact details for appropriate company representative or department]** and comply with applicable eligibility, notice, and certification requirements when required by state or federal law.

Amount and Duration of Benefits

The weekly benefit amount is generally either 70% or 90% of the employee's earnings (depending upon the employee's income), with benefits capped according to a state-imposed maximum weekly benefits amount. Employees may receive up to eight weeks of PFL benefits during a 12-month period, but may not receive more benefits than earned in wages during the base period for calculating benefits (generally, the 12 months prior to the quarter in which the claim is made).

When applicable, PFL benefits will run concurrently with leave time available under the California Family Rights Act and the federal Family and Medical Leave Act. Employees may use any accrued but unused sick leave prior to receiving PFL benefits.

Commented [MAE169]: Effective January 1, 2025, weekly benefit amounts are as follows:
- for an individual with a base period wage of less than $722.50, the benefit is $50 per week;
- for an individual with a base period wage of more than 70% of the state average quarterly wage, the benefit is the greater of 70% of the wages paid during the quarter, divided by 13, as long as it does not exceed the state's maximum workers' compensation weekly benefit, or 63% of the state's average weekly wage; and
- for an individual with a base period wage of more than $722.50 but less than 70% of the state average quarterly wage, the benefit is 90% of the individual's wages, divided by 13, as long as it does not exceed the state's maximum workers' compensation weekly benefit.

Commented [SM170]: For claims beginning on or after January 1, 2024, the maximum weekly benefits an individual can receive is $1,698, up from $1,620 in 2023.

Retirement Benefits

ASI provides retirement benefits to eligible employees. Employees wanting detailed information on the retirement benefits that may apply to them should contact their supervisor or the Associate Executive Director.

Workers' Compensation

When work-related accidents, injuries or illnesses occur, employees may be eligible for workers' compensation insurance benefits. The Company provides a comprehensive workers' compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

Reporting Work-Related Injury or Illness

Commented [BP171]: Dena to articulate this section

Employees who sustain a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Leaves of Absence/Accommodation

Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with Human Resources for additional information.

Return to Work

Employees who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the employee's ability to return to work.

No Discrimination or Retaliation

The Company will not discharge or otherwise discriminate against any employee because the employee reports a work-related fatality, injury or illness.

Fraud

The Company will notify the workers' compensation insurance company if we have reason to believe an employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

11. SAFETY AND SECURITY

Anti-Violence Policy

The safety and security of employees is of vital importance to the Company. Therefore, the Company has adopted a zero-tolerance policy concerning work-related violence. Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion—will not be tolerated.

It is our goal to have a work environment free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Work-related violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their own personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or more employees. The conduct prohibited by this policy applies to conduct by all persons involved in our operations, including employees, supervisors, managers, temporary or seasonal employees ("employees"), agents, clients, vendors, customers, or any other third-party interacting with the Company ("third parties").

Commented [MAE172]: Littler Comment: Effective 1/1/2023, California has enacted a new law establishing protections for employees during a state of emergency. Under the new law, an employer is prohibited from:

- Taking or threatening to take adverse action against any employee for refusing to report to, or leaving, a workplace or worksite within an affected area because the employee has a reasonable belief that the workplace or worksite is unsafe. There are multiple exceptions to this provision as outlined below.
- Preventing any employee from accessing the employee's mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety.

"Emergency condition" means the existence of either of the following, but does not include a health pandemic:

- Conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or
- An order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act.

"A reasonable belief that the workplace or worksite is unsafe" means that a reasonable person, under the circumstances known to the employee at the time, would conclude there is a real danger of death or serious injury if that person enters or remains on the premises. The existence of any health and safety regulations specific to the emergency condition and an employer's compliance or noncompliance with those regulations will be a relevant factor if this information is known to the employee at the time of the emergency condition, or the employee received training on the health and safety regulations mandated by law specific to the emergency condition.

The law contains several exceptions.

When feasible, an employee must notify their employer of the emergency condition requiring the employee to leave or refuse to report to the workplace or worksite prior to leaving or refusing to report. When notice described is not feasible, the employee must notify the employer as soon as possible.

In any action by a current or former employee that could be brought pursuant to the Private Attorneys General Act (PAGA), the employer has the right to cure alleged violations.

Commented [AEM173]: Note: California employers must provide certain information and training related to wildfire smoke exposure. Covered employers must establish and implement a system for communicating wildfire smoke hazards in a form readily understandable by all affected employees, including provisions that encourage employees to inform the employer of smoke hazards without fear of reprisal and provide procedures for informing employees of current air quality and protective measures available to employees to reduce their wildfire smoke exposure.

Commented [MAE174]: Under an emergency regulation passed by Cal/OSHA, California employers must have a COVID-19 Prevention Plan that, among other things, includes a process for communicating COVID-19 policies and procedures. Littler has prepared a COVID-19 Prevention Program toolkit for California employers, intended to help them comply with the notice requirements. The toolkit is available for purchase here.

Commented [BP175]: Combine ASI's WVPP here

Examples of work-related violence include, but are not limited to:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off Company premises involving an employee if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off Company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on Company premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of the Company.
- Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:
- Threatening physical contact directed toward another individual;
- Threatening an individual or the individual's family, friends, associates or property with harm;
- The intentional destruction or threat of destruction of the Company's or another's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Work-related violence does not refer to work environment arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered work-related violence when there is no threat of violence being directed to the work environment or any individual connected with it. Rather, work-related violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our work environment, or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free work environment. To that end, employees are encouraged to immediately report any incident that violates this policy to a supervisor, another member of management, Human Resources **[or insert appropriate company title or department]**.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with

others, engage in debates and protest about their terms and conditions of employment. No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with the Company**.** The Company will make the sole determination of whether and to what extent, it will act upon threats or acts of violence. In making this determination, the Company may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that work-related violence has occurred.

Anti-Bullying Policy

The Company does not tolerate bullying behavior, as explained in this policy.

Work-related bullying is the use of force, threats or coercion to abuse, intimidate, or humiliate another employee. Workplace bullying includes, but is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning, or humiliating remarks and epithets;
- Verbal or physical conduct that is threatening or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotage, or deliberately subverting, obstructing or disrupting another person's work performance.

Cyberbullying is also prohibited. Cyberbullying refers to bullying, as defined above that occurs through the use of a computer, cell phone, smartphone, tablet or other device that transmits electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in vigorous and impassioned debate or discussion and protest about terms and conditions of their employment.

Reporting and Response

Employees who are subject to, or witness, bullying in our work environment are encouraged to notify their supervisor, another member of management, or Human Resources **[or insert appropriate company title or department]** immediately. The Company will promptly investigate the complaint. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, the Company will take appropriate remedial and disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment, counseling or other actions. The Company will also report to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

Anti-Retaliation

The Company strictly prohibits retaliation against an employee for making a good-faith claim of bullying or for participating in good faith in an investigation of bullying.

Weapons in the Workplace

The Company strictly prohibits employees or any other person providing services to the Company or located on the Company's premises from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company or occupied by groups of company employees or persons providing services to the Company. Unless this prohibition is contrary to California or local law, the workplace specifically includes company parking areas and company vehicles. Employees are not permitted to transport or store weapons in vehicles owned or leased by the Company and used by the employee for work purposes, unless the employee is required to transport or store a weapon as part of their duties and they have written permission from **[insert name/contact details for appropriate company representative or department]**. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

Work-Related Injuries or Illnesses

An employee who sustains a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Employees who sustain work-related injuries may receive workers' compensation benefits. See the Company's Workers' Compensation Insurance policy for more information. Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with Human Resources **[or insert contact information, including phone number and/or email address if appropriate company title or department]** for additional information.

Smoke-Free Workplace

The Company provides a work environment that is smoke-free. Smoking is strictly prohibited inside the building **[Optional:** and covered parking lots]. For purposes of this policy, smoking includes the use of electronic smoking devices, such as electronic cigarettes, cigars, pipes or hookahs, that create an aerosol or vapor. Employees that observe other individuals smoking in the workplace have a right to object and should report the violation to their supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Employees, including those who work remotely, may not smoke while on video conferences.

Employees that violate this policy or who tamper with No Smoking signs may be subject to disciplinary action up to and including termination.

Commented [BP176]: See CSU smoke-free workplace policy and cite here

Injury and Illness Prevention Program

The health and safety of employees and others on Company property are of critical concern to the Company. We strive to attain the highest possible level of safety in all activities and operations. The Company also intends to comply with all health and safety laws applicable to our business.

To this end, the Company must rely upon employees to help keep work areas safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. You should report any unsafe conditions or potential hazards to your supervisor *immediately*; even if you believe you have corrected the problem. If you suspect a concealed danger is present on the Company's premises, or in a product, facility, piece of equipment, process, or business practice for which the Company is responsible, bring it to the attention of your supervisor *immediately*.

Additionally, the Company has developed a written Injury and Illness Prevention Program as required by law. A copy of the Program is available for your review from [**insert appropriate department or entity, e.g., Human Resources]**. In addition to attending any training required by the Company, it is your responsibility to read, understand and observe the Injury and Illness Prevention Program provisions applicable to your job.

Any workplace injury, accident, or illness *must* be reported to your supervisor as soon as possible (within 24 hours), regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

Commented [BP177]: ASI needs to adopt the campus IIPP or have our own

Commented [MAE178]: Note: Effective July 1, 2024, covered California employers must develop and implement a workplace violence prevention plan as part of their Injury and Illness Prevention Plan. The required plans must include many specific elements. The requirement applies broadly to CA employers with few exceptions: it does not apply to employers already covered by California's existing workplace violence prevention standard for healthcare, employees teleworking from a location of their own choice that is not under the employer's control, places of employment where there are fewer than 10 employees working at the place at any given time and that are not accessible to the public, and a few other small exceptions (mostly in the public sector).

Commented [SM179]: Employers with over 10 employees located anywhere need an Injury and Illness Prevention Program in writing, even if all employees are not in California. An IIPP is not included in this handbook template.

Emergency Evacuation

In the event of a fire or hazardous material emergency, the emergency fire alarm system should be activated by pulling one of the fire alarms. The source of a potential fire or hazardous material

emergency should *not* be investigated. Any employee who suspects an emergency should report it immediately. In any emergency, reporting is the first essential step to protecting oneself and others.

When the emergency fire alarm system is activated, *all* employees and visitors are expected to evacuate the building by exiting in an orderly manner through the nearest exit.

When exiting, employees should not use elevators and should descend stairwells in an orderly manner. After exiting, employees should report to the area away from the building exits designated as the meeting location. Once employees arrive at the designated area, they should immediately report to **[insert appropriate company title or department]** and remain at that location until accounted for and authorized to leave.

No reentry to the building will be permitted until an official all-clear notification is given.

Employees should review this policy and the evacuation procedures and notify **[insert appropriate company title or department]** if they believe they might require an accommodation or assistance in order to comply with these procedures in the event of an emergency.

Recovery/Cool-Down Periods

Cool-Down Recovery Periods will be provided in accordance with the Company's Heat Illness Prevention Plans. **ASI** permits employees who work outside to spend not fewer than five minutes in the shade to cool down when necessary to avoid heat illness, during which they are relieved of all duties. There is no set schedule for recovery/cool-down periods and there is no limit on how many recovery/cool-down periods employees may take when performing work outside. Any employee experiencing any signs or symptoms of heat illness must immediately contact their supervisor **[or insert name of appropriate company representative or department]**.

Time spent taking a recovery/cool-down period in compliance with this policy is considered "hours worked" and will be paid. Any nonexempt employee who believes they were not provided with duty-free cool-down periods lasting at least five minutes should immediately report this to their supervisor **[or insert name of appropriate company representative or department]** so that the Company can investigate and, if necessary, provide a premium payment in accordance with applicable law.

Drug and Alcohol-Free Work Policy

Each employee has a responsibility to co-workers and the public to complete their job duties in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off.

Commented [BP180]: See CSU policy on this, cite and use language as needed

Commented [SM181]: Policy updated August 2024 to account for the Indoor Heat Illness Prevention regulation that went into effect on July 23, 2024.

The new requirements apply to all indoor work areas where the temperature equals or exceeds 82 degrees Fahrenheit when employees are present, with very few exceptions. In such circumstances, employers must provide employees with water access and cool-down areas for duty-free cool-down recovery breaks, among other requirements.

Commented [MAE182]: This law is broad and covers more employees that just those who perform all of their work outside or inside. Employers should take care to determine if their employees "perform work outside" or are covered by this policy.

Commented [MAE183]: When outside temperatures equal or exceed 95 degrees Fahrenheit, employers in certain industries must also, to the extent practicable, implement certain high-heat procedures, ***which are not addressed in this policy***. Those industries include:
Agriculture;
Construction;
Landscaping;
Oil and gas extraction; and
Transportation or delivery of agricultural products, construction materials or other heavy materials (e.g., furniture, lumber, freight, cargo, cabinets, industrial or commercial materials), except for employment that consists of operating an air-conditioned vehicle and does not include loading or unloading.

High heat procedures include:
- Maintaining effective communication by voice, observation or electronic means so that employees at the work site can contact a supervisor when necessary. Electronic devices, such as cell phones or text messaging devices, may only be used if reception in the area is reliable;
- Observing employees for alertness and signs or symptoms of heat illness;
- Designating one or more employees on each worksite as authorized to call for emergency medical services, and allowing other employees to call for emergency services when no designated employee is available;
- Reminding employees to drink plenty of water throughout the work shift;
- Pre-shift meetings before the commencement of work to review the high heat procedures, encourage employees to drink plenty of water and remind employees of their right to take a cool-down rest when necessary.

Commented [BP184]: What do other Auxiliaries have for this policy?

Drug Use/Distribution/Possession/Impairment

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state or local law, and include lawful controlled substances that have been illegally or improperly obtained.

Unless otherwise limited by state law, the Company prohibits the use of marijuana and marijuana products. The Company will take disciplinary action, up to and including termination, where the employee is impaired at work due to the use of medical or recreational marijuana or if marijuana or marijuana products are brought onto company property or in company-provided vehicles.

Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while engaged in work for the Company or on Company premises and from working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

Prescription and Over-the-Counter Drugs

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication’s effect on the employee’s ability to work safely, and promptly disclose any work restrictions to Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect the ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

The Company’s general prohibition against the possession or use of marijuana at work or being under the influence of marijuana during working time and working while impaired applies regardless of whether an employee is certified to use marijuana for medical reasons under state law. Unless otherwise required by law, the Company will not accommodate the use or possession of marijuana by individuals who are medically authorized to use marijuana as a matter of state law but will offer such individuals alternative accommodations related to any underlying disability. Employees who have any questions regarding the Company’s position concerning medical marijuana in a particular location should contact Human Resources.

Counseling and Rehabilitation

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. The Company will make available to these employees information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available vacation, sick leave, or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee cannot return to work until released by a treatment provider to do so, and upon receiving a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

Commented [BSE185]: Need to customize based on the types of leave a company uses (e.g., vacation/PTO; sick leave etc.)

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

Company's Right to Search

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. To this end, the Company prohibits the control, possession, transfer, sale or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this policy.

Desks, lockers and other storage devices are provided for the convenience of employees but remain the sole property of the Company. Employees have no reasonable expectation of privacy for items placed therein. Accordingly, desks, lockers and other storage devices, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, upon reasonable suspicion, either with or without prior notice.

As an employer, the Company is charged with the duty to protect employees and others from injuries at the hands of employees who pose a known risk of bodily harm to others. Accordingly, to ensure the safety and security of those individuals and to protect our legitimate business interests, we reserve the right to, upon reasonable suspicion, question and inspect or search any employee or other individual entering or leaving Company premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, backpacks, and shopping bags. Any non-exempt employee present during any search or inspection must report the time spent during the search or inspection as working time.

These items are subject to inspection and search, upon reasonable suspicion, at any time, with or without prior notice. Employees may be required to consent to reasonable inspection of their personal property and/or person while on duty or on the Company's premises, to the extent permitted by applicable law. Any inspection of an individual's person will be limited to a self-

Commented [MAE186]: Note: In some cases, states may impose limitations on employers' abilities to search employee vehicles. For example, a Washington law prohibits employers from conducting unjustified searches of employees' personal vehicles. There are certain exceptions under that law.

inspection, whereby they will be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Company, typically a management employee of the same sex or gender.

For the purposes of this policy, reasonable suspicion is defined as specific and articulable facts, taken together with rational inferences from those facts, that the individual is in possession of drugs, contraband, or other illegal materials.

Visitors

Employees being visited are responsible for the actions of their guest(s). Should a guest of an employee act in such a manner that disrupts the normal working conditions of the Company or threatens the security of the Company and/or its employees, the employee accompanying the guest may be held responsible for the guest's actions and subject to disciplinary action up to and including termination of employment.

The Company reserves the right to verify the contents of packages, bags and briefcases brought onto Company premises by visitors.

If an employee suspects or becomes aware of any unusual situation, they should immediately notify one of the full-time ASI staff.

Use of Company Equipment and Resources

When using ASI equipment, vehicles or other property, employees are expected to exercise care, maintain the property in safe working order, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisors if any equipment, machines, tools, or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Employees who have questions about their responsibility for maintenance and care of equipment or vehicles used on the job should consult their supervisor.

All employees are expected to comply with all local, state, and federal laws while operating Company vehicles and other equipment. The Company may discipline employees who engage in unlawful conduct.

Business Equipment and **Information** Systems Usage Policy

The Company has significantly invested in telephone services, copiers, computers, laptops, tablets, mobile phones, messaging systems, hardware, internet access, e-mail, software, networks, computer accounts, data storage, voicemail and all other types of business equipment and electronic resources provided by the Company (collectively "Business Equipment and

Information Systems"). The Company's Business Equipment and Information Systems are vital to keeping our operations flowing smoothly and effectively.

Monitoring of Business Equipment and Information Systems; No Expectation of Privacy

The Business Equipment and Information Systems provided by the Company, and all information and electronic communications transmitted through, received by or stored on the Business Equipment or Information Systems, are the exclusive property of the Company.

Important Note: The Company (and/or through its authorized representatives) has the right, without notice, in its sole discretion, to monitor, review, retain, disclose and/or take any other appropriate actions regarding (collectively, "Monitoring") any information and electronic communications transmitted through, received by or stored on its Business Equipment and Information Systems – including e-mails and messages sent or received (whether such e-mails and messages are related to personal or business matters and/or whether they are sent or received using a Company mail account, a non-Company internet-based account, such as yahoo.com, hotmail.com, gmail.com, or a social networking website), faxes, voicemails, internet and Intranet communications, access and usage, and documents, files or programs stored on the Company's Business Equipment and Information Systems to the fullest extent permitted by law. The Company's rights regarding Monitoring its employees' use of the Business Equipment and Information Systems exists whenever an employee uses the Company's Business Equipment and Information Systems, regardless of whether they are working in the office, at home or at another location, and whether or not such use is during official office hours or relates to the Company's business. Thus, at no time should employees believe that they have any expectation of privacy while using any of the Company's Business Equipment and Information Systems.

Employees' use of the Company's Business Equipment and Information Systems constitutes their consent to Monitoring by the Company (and/or its authorized representatives). Therefore, employees should not expect privacy or confidentiality in anything they create, download, display, store, send or receive on the Company's Information Systems, even if it has been deleted, password-protected, encrypted or is marked "confidential," "private," "personal," "privileged" or other words or phrases intended to convey it is private. In addition, the use of passwords to gain access to the Company's Business Equipment and Information Systems is intended solely to protect the security of the Company's business and does not confer an expectation of privacy for individual employees. If an employee wishes to avoid the Company potentially accessing and reviewing their personal communications, documents, files or data, then they should not use the Company's Business Equipment and Information Systems for personal purposes and should not save personal material on the Company's Business Equipment and Information Systems.

Acceptable Use

This policy describes the Company's general guidelines for using its Business Equipment and Information Systems.

Commented [MAE187]: Additional caveats on electronic monitoring:

An employer may review employee (corporate) email stored on company servers, but cannot perform real time monitoring: The Federal Wiretap Act is triggered when an electronic communication is "intercepted." An "intercept" occurs during a very narrow window of time: specifically, between the time the email is sent and the time it is received by the destination server. This essentially means that email monitoring will violate the Federal Wiretap Act only if a Company engages in real time monitoring.

Generally, an employer also cannot review personal email or private social media pages accessed by employees using an employer's device. An employee's Internet email account (Gmail, Hotmail) and private social media pages (X, Facebook) are protected under the Stored Communications Act (SCA), which requires employee consent to obtain access to this information. Since there are limited circumstances in which an employer may review personal email or social media, we have included language addressing personal email and private social media pages. However, employers should note that mere inclusion of this language in the Handbook does not grant the right to enter an employees' personal accounts on third-party services and review their messages, even if the employee stores their login credentials on an employer's device.

Employees should use the Company's Business Equipment and Information Systems with the understanding that these resources are provided for the benefit of the Company's business. Employees may use Company e-mail for personal use, during nonworking time, as long as such use complies with Company rules and policies, and applicable laws. Employees should never use the Company's Business Equipment and Information Systems for personal use in a manner that degrades the functionality of those systems or interferes with their work duties or responsibilities to customers.

The following guidelines, which are not all-inclusive, have been established to ensure that employees understand expectations with regard to use of the Company's Business Equipment and Information Systems:

- Employees must comply with the password and other security provisions of the Company's Business Equipment and Information Systems. Employees must not use codes or passwords to gain unauthorized access to other employees' files or to Company files. Employees must not provide access to the Company's Business Equipment and Information Systems to anyone other than employees of the Company who are authorized users and other authorized users.

- Sending, saving, accessing, or viewing obscene or vulgar material on the Company's Business Equipment and Information Systems is prohibited. Messages stored and/or transmitted by the Company's Business Equipment and Information Systems must not contain content that may reasonably be considered to be obscene or other patently offensive material, including but not limited to, sexual comments, jokes or images; racial slurs; gender-specific comments; or any comments, jokes or images that would discriminate against or harass someone on the basis of their race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Any use of the Company's Business Equipment and Information Systems to engage in harassment or discrimination prohibited by Company policies is unlawful and strictly prohibited.

- The Company's policies apply fully to the use of the Company's Business Equipment and Information Systems. Any use of the Company's Business Equipment and Information Systems that violates a Company policy is prohibited.

- The Company's Business Equipment and Information Systems must not be used for solicitation purposes during working time. The Company's no solicitation rule applies to the use of the Company's Business Equipment and Information Systems.

- Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements.

- Employees may not download software and install it on Company Business Equipment and Information Systems. The Company reserves the right to audit any Company computer or equipment to determine what software is installed on the local drive(s).

Violators of this policy may be subject to discipline, up to and including termination of employment.

Computer and Systems Security

All Company Business Equipment and Information Systems and the data stored on them are, and remain at all times, the property of the Company. As such, all messages created, sent or retrieved over the internet or the Company's Business Equipment and Information Systems are the property of the Company, and should be considered Company information. The Company reserves the right to retrieve and read any message composed, sent or received using the Company's Business Equipment and Information Systems for any business reason, including but not limited to, ensuring compliance with this and all Company policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to re-create the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet, email and other messages are not private. Furthermore, all communications, including but not limited to, text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email or other messages transmitted through a personal, web-based email account using Company equipment could be stored on the Company's Business Equipment and Information Systems; likewise, information regarding internet sites that an employee has accessed may also be stored.

Email and Message Content Screening

The Company maintains the right to screen all inbound and outbound email and other message (*e.g*. instant messages) content sent or received on the Company's Business Equipment and Information Systems. Messages or attachments that contain obscene or vulgar material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work-related.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that they do not want the Company to monitor, the employee should consider using a personal email address and personal computer equipment. If an employee does use Company Business Equipment or Information Systems, the employee consents to any monitoring by the Company and should understand that there is no right to privacy with respect to such communications, to the extent permissible under applicable law.

Virus Protection

To prevent computer viruses from being transmitted through the system, employees are not authorized to download any software from the internet onto any Company Business Equipment or Information Systems.

The University maintains virus protection software on all network servers and filters all inbound and outbound email for virus attachments. Email containing a virus will be quarantined and both the sender and recipient will be informed. If the virus can be removed, the message will be forwarded to the recipient.]

Violations of this policy will result in discipline, up to and including termination of employment.

Driving for Company Business

The Company may provide Company-owned vehicles for approved selected employees to drive on Company designated business. Employees are to use their Company-owned vehicle for work-related purposes only, but may run incidental, personal errands during their commute to and from work or during their meal break. This commuting and meal break time is the employee's time. Employees are not allowed to use Company vehicles outside of normal work hours unless specifically authorized by senior management. **[OPTIONAL ALTERNATIVE:** Employees who have been assigned Company-owned vehicles may use these vehicles for personal use, providing that all gasoline and oil consumed for personal use is paid for by the employee.**]**

All employees are expected to comply with all local, state, and federal laws while operating Company vehicles and other equipment or driving a personal vehicle for business purposes. The Company may discipline employees who engage in unlawful conduct. For example, employees who are assigned to drive a Company-owned vehicle or otherwise required to drive as part of their job duties are required to have and maintain a valid driver's license, comply with insurance-related requirements, wear seat belts, and travel at a safe speed. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

Accidents in Company vehicles or while driving on Company business, regardless of severity, must be reported immediately to the police and to Human Resources **[or insert appropriate company title or department]**. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action up to and including termination of employment.

Cell Phone Use / Texting While Driving

If an employee receives a call or text while driving on Company business, regardless of whether it is a Company-issued device or personal device, the employee must pull over safely, park, and then either answer the call/text or return the call/text message. If an employee needs to make a Company-related call/text, they must also pull over safely, park and then place the call/text.

The purpose of this policy is to ensure the safety of employees, other motorists and property. Employees who are charged with traffic violations, or cause accidents or injuries, resulting from their use of personal or Company-issued phones or other electronic devices while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

Commented [BSE188]: If the company does not have company vehicles, this should be modified to remove references to these.

Commented [BP189]: Rewrite for company rented vehicles, which is what we do often for travel

Employees should also be aware that driving while holding and operating a handheld wireless telephone or electronic wireless communications device is a violation of California law unless the device is specifically designed and configured to allow hands-free operation and is used in that manner while driving. Under California law, such handheld devices can only be operated while driving in a manner requiring use of the driver's hand if: the device is mounted on the vehicle's windshield or affixed to the dashboard or center console in a manner that does not hinder the driver's view of the road; and the driver uses their hand to activate or deactivate a feature of the device with a single swipe or tap of the driver's finger.

Inclement Weather/Office Closing

This policy establishes procedures to close or delay opening of the Company due to hazardous or severe weather conditions, as well as procedures for notifying employees of a closure or delay.

[Insert appropriate company title or department] are authorized to decide to close the Company due to hazardous or severe weather. When hazardous or severe weather conditions occur outside of regular business hours, **[insert appropriate company title or department]** will make reasonable efforts to notify employees by **[insert time]** on the day of the closure.

The Company will notify employees of any delay or closure in the following ways **[insert contact methods (e.g., voicemail, hotline, email, website)]**.

When hazardous or severe weather occurs during the day, **[insert appropriate company title or department]** will decide whether to close early. In the event that the Company closes early due to hazardous or severe weather, non-exempt employees will be paid for all hours worked and will otherwise be paid in accordance with applicable federal and state law. **[OPTIONAL:** For hours not worked and not otherwise compensable, non-exempt employees can use available vacation time.**]** Exempt employees who report to work but are sent home early due to hazardous or severe weather will receive pay for a normal working day.

Commented [MAE190]: For business closures (e.g. weather or hazards) if an *exempt* employee is available and ready to work, an employer may not dock an exempt employees pay unless no work is available for a full workweek. A one day closure for weather or other hazardous situations do not permit docking of an exempt employee's pay.

Nonexempt employees do not need to be paid for time they do not work when they do not report to work. However, if a nonexempt employee reports to work and is sent home, some states require reporting time pay. Please consult knowledgeable employment counsel.

If the Company closes for a full day, but less than one work week, due to hazardous or severe weather conditions, exempt employees who performed any work during the work week will be paid their full salary for that week. When the Company is open, but an employee is unable to report to work because of hazardous or severe weather, the employee should report any delay or absence to their supervisor at the earliest possible time. Employees may be required to use accrued vacation time on days when the Company is open but the employee does not report to work because of inclement weather. For employees that do not have vacation available, non-exempt employees will be paid only for time worked and exempt employees will not be paid for full-day absences due to inclement weather. If the office remains open, employees must make a reasonable effort to report to work as scheduled. Exempt and non-exempt employees already scheduled to be off during emergency closings are charged such leave as was scheduled. Employees should not take unnecessary risks to report to work in unsafe conditions.

[Optional additional language if some company employees may work remotely when the office is closed due to weather/emergencies: In the event that the Company closes for a full or partial

day, employees are expected to work remotely if their position allows. Employees should speak to their supervisor if they have any questions.**]**

12.

13. LEAVING THE COMPANY

Notice of Resignation

Should an employee decide to end their employment with the Company, the Company requests that the employee provide a written resignation letter. Resignations should be submitted to their supervisor and the Executive Director.

Nothing in this policy alters the Employment At-Will Policy in this Handbook.

Pay Upon Termination

Final wages will be paid in accordance with California law. In accordance with Company policy, **[specify what is and is not paid with regard to vacation, sick leave or other paid leave].**

Return of Company Property

Commented [BP191]: Need a section on the checkout process and responsibilities for company property

When employment with the Company ends, or at any earlier request of the Company, employees must return to the Company all Company property and records without retaining any copies that the employee is not expressly authorized by the Company in writing to retain. All records related to the Company's business received or created by an employee in the course of employment (such as, but not limited to, drawings, calculations, spreadsheets, data compilations, email, notes, files, contact lists, drawings, maps, specifications, records of communications with Company customers, and calendars) is the property of the Company.

Employees may retain records concerning pay, payroll, benefits and other employment terms that were furnished to them or obtained by lawful means, consistent with the Confidential Company Information policy.

Upon request, an employee must provide the Company reasonable means to access and verify that no Confidential Information or other Company property has been retained by the employee on personal computers, cell phones, email or cloud storage accounts, or in any other place that is subject to the employee's ownership or control. We may also take all action deemed appropriate to recover or protect Company property.

References/Verifications of Employment

So that the Company can handle requests for job references in a consistent, and lawful manner, all requests for official job references on behalf of the Company, should be forwarded to **[insert appropriate company title or department]**. No other manager or supervisor is authorized to

release references on the Company's behalf for current or former employees. Our policy concerning references for former employees is to disclose only the dates of employment and the title of the last position held.

ACKNOWLEDGEMENT AND RECEIPT

OF ASI EMPLOYEE HANDBOOK

I acknowledge that I have received and read a copy of the **ASI** Employee Handbook. I understand that the Handbook sets forth the terms and conditions of my employment with the Company as well as the duties, responsibilities and obligations of employment with the Company. I understand that **ASI** has provided me various alternative channels **[including anonymous and confidential channels,]** to raise concerns of violations of this Handbook and Company policies and encourages me to do so promptly so that the Company may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in the Handbook.

I acknowledge that my employment with the Company is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Company. I further acknowledge that only the **[Insert title/department]** of the Company or their authorized representative has the authority to enter into an agreement that alters fact that my employment with ASI is at-will. Any such agreement must be in writing and signed by the **[Insert title/department]** of the Company or their authorized representative.

I further acknowledge that the Company reserves the right to revise, delete and add to the provisions of the Handbook, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the Handbook. Furthermore, the Company's policy of at-will employment can only be changed as stated in the prior paragraph.

I understand and acknowledge that nothing in this Handbook or in any other document or policy is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission or any other federal, state or local agency charged with the enforcement of any laws.

I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act, including the right to communicate with others concerning wages, hours, benefits, and other terms or conditions of employment; to self-organize, form, join or assist labor organizations; to bargain collectively through representatives of the employees' choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities.

Commented [BP192]: This will be in ADP system.

Commented [MAE193]: **Important Note:** Required reading of the handbook is compensable activity, meaning a non-exempt employees must be on the clock when reviewing the handbook (e.g., when on the clock during the onboarding process).

Commented [MAE194]: Identify the appropriate title or department with authority to modify at-will employment.

Commented [MAE195]: This provision is in response to enforcement action by the SEC – two cease and desist orders in which the companies agreed to pay $265,000 and $340,000 respectively for language in severance agreements that the SEC alleged infringed on the right to participate in SEC investigations and receive bounties under Section 21C of the Securities Exchange Act of 1934. You can access Littler's Insight on this development here:
SEC Issues Cease-and-Desist Order Against Severance Agreement Clause Limiting Whistleblowers' Rights to Recover Bounty Awards

I further acknowledge that I have received, read, and understand **ASI**'s Discrimination, Harassment and Retaliation Prevention Policy, and I agree to comply with this policy.

I understand that if I feel I have been subject to discrimination, sexual harassment, prohibited harassment, or retaliation for conduct that may violate the Company's Discrimination, Harassment and Retaliation Prevention Policy, or any additional policies on anti-discrimination, harassment, or sexual harassment, or if I am aware of such conduct, I should immediately report the matter to [**Insert the same complaint procedure that is included in the Discrimination, Harassment and Retaliation Prevention Policy in this Handbook**].

I acknowledge that, if I am non-exempt employee, I was "on-the-clock" (*i.e.* I recorded my time or made sure I was clocked in) when reviewing the Employee Handbook and signing the Acknowledgment forms.

I have read and understand the above statements.

Signature: _____ Date: _____

Name (Printed_____

[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]

ADDITIONAL DOCUMENTS

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, **to request FMLA leave you must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

SCAN ME

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Page 39: [1] Commented [MAE40] **Mendenhall, Amy E.** **4/12/24 6:49:00 AM**

Alternative language on pay: Vacation days will be paid at the employee's base salary or base hourly rate of pay at the time of termination of employment.

Unless otherwise provided by a CBA, whenever an employment contract or employer policy provides for paid vacations, and an employee is terminated without having taken off vested vacation time, all vested vacation must be paid as wages at the employee's final rate in accordance with such contract or policy respecting eligibility or time served. In unpublished opinions, state and federal appellate courts have reached different conclusions about what an employee's "final rate" is under California Labor Code section 227.3. A state appellate court concluded that, in the case before it, the final rate included the employee's base rate only – as expressly set forth in the employer's policy – and excluded commissions. *Molina v. Lexmark Int'l*, 2013 WL 5278451 (Sep. 19, 2013). Conversely, a federal appellate court that, in the case before it, the final rate included the employee's base rate plus shift differentials; however, because the court held that "multiple courts have reached opposing conclusions," the employer had acted in good faith in paying out unused vacation at the base rate, and did not act willfully, so the former employee was not entitled to waiting time penalties for late wages under California Labor Code section 203.89. *Mills v. Target Corp*., 2023 WL 2363959 (9th Cir. Mar. 6, 2023).

Page 39: [2] Commented [MGS41] **Mills-Gallan, Stephanie** **7/7/23 7:28:00 AM**

Note: This sick leave policy is a sample only and may require significant customization to, among other things:

- Integrate with existing paid time off policies (including addressing any discrepancies or shortfalls with regard to covered employees, rates of accrual, permissible reasons for time off, recordkeeping obligations, notice requirements or carryover);

- Determine whether it is advisable to adopt a "frontloading" method or accrual method; and

- Integrate with other mandatory paid sick leave requirements.

Exercise caution when customizing this policy and/or developing a compliant approach to mandatory paid sick leave in multiple jurisdictions.

Page 44: [3] Commented [MGS58] **Mills-Gallan, Stephanie** **8/31/23 3:01:00 PM**

"Does the MWO apply to those workers who are exempt from the State minimum wage? No. For the purposes of the MWO, an Employee must be any individual entitled to a minimum wage from any Employer under the California minimum wage law, as provided under California Labor Code § 1197 and wage orders published by the California Industrial Welfare Commission, per LAMC § 187.01(C)."

The only exceptions to coverage under the HWHFA are:

- An employee covered by a valid collective bargaining agreement that expressly provides for employees' wages, hours of work, and working conditions, and expressly provides for paid sick days or a paid leave or paid time off policy that permits the use of sick days for those employees, final and binding arbitration of disputes concerning the application of its paid sick days provisions, premium wage rates for all overtime hours worked, and regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate.

- An employee in the construction industry covered by a valid collective bargaining agreement that expressly provides for employees' wages, hours of work, and working conditions, premium wage rates for all overtime hours worked, and regular hourly pay of not less than 30 percent more than the state minimum wage rate, and the agreement either: (a) was entered into before January 1, 2015; or (b) expressly waives the law's requirements in clear and unambiguous terms.

- An individual employed by an air carrier as a flight deck or cabin crew member that is subject to the provisions of Title II of the federal Railway Labor Act, provided the individual is provided with compensated time off equal to or exceeding the amount established in Labor Code § 246(b)(1).

- An employee as defined in Section 351(d) of Title 45 of the United States Code (Effective January 1, 2024, but already the standard based on case law).

Page 44: [4] Commented [MGS59] Mills-Gallan, Stephanie 5/2/23 4:42:00 AM

The rules indicate that accrual should be tracked fractionally, not in whole-hour increments.

Similarly, under the California state law, pursuant to guidance from the Department of Industrial Relations, sick leave accrues proportionally as work is performed ("An employee who works 40 hours per week accrues 1.33 hours per week.").

Page 44: [5] Commented [MGS60] Mills-Gallan, Stephanie 7/25/23 11:03:00 AM

Hours worked outside Los Angeles are not covered by the MWO. Rules & Regulations Implementing the Minimum Wage Ordinance, Regulation #1. However, for employers using this policy for California state compliance as well, note that the employee would still be entitled to accrue sick leave under state law for hours worked in California but outside Los Angeles.

Page 47: [6] Commented [MGS70] Mills-Gallan, Stephanie 8/31/23 7:27:00 PM

An employer must calculate paid sick leave using any of the following calculations:

- Calculate in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek

- Calculate by dividing the employee's total wages – not including overtime premium pay – by the employee's total hours worked in the full pay periods of the prior 90 days of employment

Cal. Lab. Code § 246(l)(1)-(2).

Although a local ordinance might contain standards for how employers must calculate the rate of pay when an employee uses sick leave – via the ordinance, regulations, and/or FAQs – these standards are expressly preempted by California law effective January 1, 2024, so employers apply the state law standard for rate of pay calculations. Cal. Lab. Code § 246(r) (246(l) preempts any local ordinance to the contrary).

Page 47: [7] Commented [MGS71] Mills-Gallan, Stephanie 5/25/23 5:04:00 AM

If an employee separates from an employer and is rehired by the employer within 1 year from the date of separation, previously accrued and unused paid sick days must be reinstated. The employee must be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring. An employer is not required to reinstate accrued paid time off to an employee that was paid out at the time of termination, resignation, or separation of employment. **Note that it is not clear how this rule applies in the context of frontloading.**

Additionally, under the LAMWO, if an Employee separates from an employer and is rehired by the employer within 1 year from the date of separation, previously accrued and unused paid sick time must be reinstated. Los Angeles, CA Code § 187.04(l).

Page 47: [8] Commented [MGS72] Mills-Gallan, Stephanie 8/31/23 7:29:00 PM

In general, an employer may not discipline an employee for using accrued paid sick leave.

There is a rebuttable presumption of unlawful retaliation if an employer denies an employee the right to use accrued sick days, discharges, threatens to discharge, demotes, suspends, or in any manner discriminates against an employee within 30 days of any of the following:

- Filing of a complaint by the employee with the Labor Commissioner or alleging a violation of the Healthy Workplaces, Healthy Families Act of 2014

- Cooperation of an employee with an investigation or prosecution of an alleged violation of the Healthy Workplaces, Healthy Families Act of 2014

- Opposition by the employee to a policy, practice, or act that is prohibited by the Healthy Workplaces, Healthy Families Act of 2014

Cal. Lab. Code § 246.5(c)(2).

The rebuttable presumption is extended to 90 days under the LAMWO.

Page 60: [9] Commented [MAE110] Mendenhall, Amy E. 5/22/24 9:20:00 AM

While the PWFA incorporates the ADA's definition of "reasonable accommodation," which requires an individualized assessment, the EEOC's final rule indicates that four specific accommodations are de facto reasonable, referring to these as "predictable assessments":

- Allowing an employee to carry or keep water and drink, as needed, in or nearby the employee's work area;
- Allowing an employee to take additional restroom breaks, as needed;
- Allowing an employee whose work requires standing to sit, and vice versa, as needed;
- Allowing an employee to take breaks, as needed, to eat and drink.

29 C.F.R. § 1636.4(a)(1)(vi).

The final rule states that an employer's delay in providing the accommodations identified as predictable assessments "will virtually always result in a finding of unnecessary delay" and a violation of the PWFA. Therefore, depending on the nature of the workplace, employers may want to consider stating that they will provide these "predictable assessment" accommodations upon request.

Page 77: [10] Commented [MS127] Skidgel, Mike 4/23/25 1:43:00 PM

Portions of this statute do not apply to certain categories of employees, as set forth below:

(b) In the event of an emergency condition, an employer shall not do either of the following:
(1) Take or threaten adverse action against any employee for refusing to report to, or leaving, a workplace or worksite within the affected area because the employee has a reasonable belief that the workplace or worksite is unsafe. This paragraph does not apply to the following:
(A) A first responder, as defined in Section 8562 of the Government Code.
(B) A disaster service worker, as defined in Section 3101 of the Government Code.
(C) An employee required by law to render aid or remain on the premises in case of an emergency.
(D) An employee or contractor of a health care facility who provides direct patient care, provides services supporting patient care operations during an emergency, or is required by law or policy to participate in emergency response or evacuation.
(E) An employee of a private entity that contracts with the state or any city, county, or political subdivision of the state, including a special district, for purposes of providing or aiding in emergency services.
(F) An employee working on a military base or in the defense industrial base sector.
(G) An employee performing essential work on nuclear reactors or nuclear materials or waste.
(H) An employee of a company providing utility, communications, energy, or roadside assistance while the employee is actively engaged in or is being called upon to aid in emergency response, including maintaining public access to services such as energy and water during the emergency.
(I) An employee of a licensed residential care facility.
(J) An employee of a depository institution, as defined in Section 1420 of the Financial Code.
(K) A transportation employee participating directly in emergency evacuations during an active evacuation.
(L) An employee of a privately contracted private fire prevention resource, that is subject to the regulations developed pursuant to Part 4.5 (commencing with Section 14865) of Division 12 of the Health and Safety Code and operating as a qualified insurance resource. "Qualified insurance resource" means personnel and equipment working for, or contracted by, an insurance company with a mission to mitigate risk to insured structures and operating in compliance with instruction and oversight of the incident management team of the authority having jurisdiction.

(M) An employee whose primary duties include assisting members of the public to evacuate in case of an emergency.
(2) (A) Prevent any employee from accessing the employee's mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety.
(B) In addition to employees of private entities, this paragraph applies to any employee of the state or any city, county, or political subdivision of the state, including a special district.
(C) This paragraph shall not apply to the following:
(i) An employee of a depository institution as defined in Section 1420 of the Financial Code.
(ii) An employee of any correctional facility.
(iii) An employee who is actively operating equipment permitted under Chapter 4 (commencing with Section 7340) of Part 3 of Division 5, Part 8 (commencing with Section 7900) of Division 5, and Part 8.1 (commencing with Section 7920) of Division 5.