



SAMPLE EMPLOYEE HANDBOOK

This document should not be construed as legal advice. Please contact an attorney for legal advice about your organization's specific situation. This document should not be used "as is" but should be modified after careful consideration of your specific organization's employment policies and procedures. We recommend that this handbook not be converted into a final employee handbook without attorney review and approval.

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Public Counsel's Community Development Project provides free legal assistance to qualifying nonprofit organizations that share our mission of serving low-income communities and addressing issues of poverty within Los Angeles County. If your organization needs legal assistance, or to provide comments on this document, visit www.publiccounsel.org/practice_areas/community_development or call (213) 385-2977, extension 200.

Welcome to [ORGANIZATION]!

On behalf of your colleagues, I welcome you to [ORGANIZATION] and wish you every success here.

We believe that each employee contributes directly to [ORGANIZATION]'s growth and success, and we hope you will take pride in being a member of our team.

This employee handbook describes some of [ORGANIZATION]'s expectations and outlines the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, as it will answer many questions about employment with [ORGANIZATION]. If you have any questions about these policies or policies *not* described in this handbook, please see [NAME, TITLE].

We hope your experience here will be challenging, enjoyable and rewarding.

Sincerely,

[NAME]
[President/Executive Director]

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I. INTRODUCTION

A. The Organization

The essence of [ORGANIZATION] is simply stated through its mission statement, “[INSERT MISSION STATEMENT].” [INSERT FURTHER DETAIL]

[INSERT NARRATIVE HISTORY OF ORGANIZATION AS DESIRED]

II. GENERAL EMPLOYMENT INFORMATION

A. Employment At-Will

The special relationship between [ORGANIZATION] and each employee can be maintained only so long as both are mutually comfortable and satisfied. Accordingly, all [ORGANIZATION] employees (who do not have a separate written employment contract for a specific, fixed term) are employed as “at-will” employees. This means that you have the right to quit at any time that you feel it is in your interest to do so, and [ORGANIZATION] has the right to terminate your employment at any time, with or without cause, and with or without notice. This at-will relationship cannot be changed except through a written agreement approved by the Board of Directors (the “Board”) and signed by an Officer of the Board.

[ORGANIZATION] reserves the right to make changes to this handbook and to any employment policy, practice, work rule, or benefit, at any time without prior notice.ⁱ Only the Board is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the “at-will” relationship. No statements made in pre-hire interviews or discussions, or in recruiting materials of any kind, alter the “at-will” nature of employment or imply that discharge will occur only for cause.

This policy may not be modified by any statements contained in this handbook or any other employee handbooks, employment applications, [ORGANIZATION]’s recruiting materials, memoranda, or other materials provided to applicants and employees in connection with their employment. None of these documents, whether singly or combined, create an express or implied contract of employment for a definite period, or an express or implied contract concerning any terms or conditions of employment. Similarly, [ORGANIZATION]’s policies and practices with respect to any matter are not to be considered as creating any contractual obligation on [ORGANIZATION]’s part or as stating in any way that termination will occur only for “good” or “just” cause. Statements of specific grounds for termination set forth in this handbook or in any other [ORGANIZATION]’s documents are examples only, not all-inclusive lists, and are not intended to restrict [ORGANIZATION]’s right to terminate “at-will.”ⁱⁱ

Completion of an introductory period or conferral of regular status does not change an employee’s status as an “at-will” employee or in any way restrict [ORGANIZATION]’s right to terminate such an employee or change the terms or conditions of employment.

B. Equal Employment Opportunity

[ORGANIZATION] is an equal opportunity employer. It is our policy to comply with all federal, state and local equal opportunity and non-discrimination laws. Our policy is to afford equal opportunity in all aspects of employment to all persons without discrimination on the basis of race, color, ancestry, national origin (including language use), citizenship, religion or religious creed (including religious dress and grooming practices), sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth or breastfeeding), marital status, domestic partnership status, sexual orientation, gender, gender identity or gender expression, military or veteran status, family care or medical leave status (including denial of family care or medical leave), age, physical or mental disability, medical condition, genetic characteristics or information, political affiliation or any other basis protected by applicable federal, state or local law, rule, ordinance or regulation.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of [TITLE]. Employees can raise concerns and make reports without fear of reprisal or retaliation. Anyone found engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

C. Harassmentⁱⁱⁱ

[ORGANIZATION] is committed to maintaining an environment where employees can work comfortably and effectively. This includes an atmosphere free of harassment and unwelcome behavior on the part of others. This includes sexual harassment (which includes harassment based on pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions) and harassment based on gender, gender identity, and gender expression, as well as harassment based on such factors as race, color, religion or religious creed (including religious dress and grooming practices), national origin (including language use), ancestry, citizenship, age, physical or mental disability, medical condition or information, genetic characteristics or information, family care or medical leave status (including denial of family care or medical leave), military caregiver status, military status, veteran status, marital status, domestic partner status, sexual orientation, political affiliation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by federal, state, or local laws.

[ORGANIZATION] strongly disapproves of and will not tolerate harassment of applicants, employees, unpaid interns, or volunteers by its employees, including managers, supervisors, or co-workers. Similarly, [ORGANIZATION] will not tolerate harassment by its employees of non-employees with whom [ORGANIZATION]'s employees have a business, service, or professional relationship. [ORGANIZATION] also will not tolerate harassment of its employees by non-employees in the workplace.

If you believe you have been harassed by a co-worker, a manager or supervisor, or any individual on [ORGANIZATION] premises, you are encouraged to bring this matter promptly to the attention of your supervisor, the [TITLE], or the President/Executive Director. [ORGANIZATION] will thoroughly and promptly investigate any such allegations and determine an appropriate course of action.

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

Harassing conduct can take many forms and includes, but is not limited to:

Verbal harassment, e.g., jokes, epithets, derogatory comments, or slurs (on the basis of sex, race, national origin, etc.);

Physical harassment, e.g., assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual (on the basis of sex, race, national origin, etc.);

Visual harassment, e.g., derogatory posters, cartoons, or drawings (on the basis of sex, race, national origin, etc.); and

Sexual favors, e.g., unwanted sexual advances which condition employment upon an exchange of sexual favors.

This list is not a complete list of what may be deemed to be harassment under the law. As a general guideline, however, problems in this area can be avoided if we act professionally and treat each other with respect.

If any employee encounters conduct which he or she believes is inconsistent with this policy, the conduct should be reported immediately to his or her immediate supervisor or to the [TITLE]. Any supervisor or manager who is aware of conduct inconsistent with this policy or who receives a report of conduct inconsistent with this policy is to report it immediately to [any member of senior management or Human Resources] so that it can be investigated in a timely manner. If for any reason, an employee is not comfortable with reporting to one of these individuals, the employee may also report the conduct to the President/Executive Director.

All reports of conduct that is inconsistent with this policy will be addressed through a fair, timely, and thorough investigation.^{iv} Investigations will be conducted by qualified personnel in a prompt and impartial manner and will be documented and tracked. During an investigation, [ORGANIZATION] may need to put interim measures in place, such as a leave of absence or a transfer, while the investigation proceeds. Confidentiality will be maintained to the fullest

extent possible, subject to the need to conduct a thorough investigation. [ORGANIZATION] will not tolerate retaliation against any employee for cooperating in an investigation or making a complaint of harassment. If it is determined that a violation of this policy or other inappropriate conduct has occurred, [ORGANIZATION] will take appropriate disciplinary action, up to and including termination.

In addition to notifying [ORGANIZATION] about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing (“DFEH”), which has the authority to conduct an investigation of the facts. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may file a lawsuit in court. The courts have the authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest DFEH office at the locations listed in the Company’s DFEH poster or by checking the State Government listings in the local telephone directory.^v

Compliance with our legal obligations in this area is obviously very serious and important for all of us. It will also help us preserve the feeling of mutual respect that helps make [ORGANIZATION] special.

[For employers with 50 or more employees: Every employee is required to undergo sexual harassment training within his/her first three (3) months of employment and at least once every two (2) years thereafter. In addition, all employees hired as or promoted to a supervisory or management position must undergo at least two (2) hours of interactive sexual harassment training within the first six (6) months of assuming a new supervisory or management position. Additionally, all supervisors and managers must complete at least two hours of interactive sexual harassment training at least once every two (2) years thereafter. An employee who fails to comply with this section may be subject to disciplinary action, up to and including termination of employment.]^{vi}

D. Accommodations

[ORGANIZATION] is committed to complying fully with the federal and state laws regarding equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

[ORGANIZATION] 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 doing so would result in an undue hardship to the organization. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

[ORGANIZATION] will also make reasonable accommodations for employees who are victims of domestic violence, sexual assault, or stalking; and for applicants and employees based on their religious beliefs and practices.^{vii}

E. Open Door Policy

[ORGANIZATION] has detailed above the specific procedure that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category. Separately, [ORGANIZATION] has an open door policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. [ORGANIZATION] believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although [ORGANIZATION] cannot guarantee that in each instance the employee will be satisfied with the result, [ORGANIZATION] will attempt in each instance to explain the result to the employee if the employee is not satisfied. [ORGANIZATION] will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate.

Furthermore, if employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that [ORGANIZATION] amply demonstrates its commitment to employees by responding effectively to employee concerns.

III.

EMPLOYMENT DOCUMENTATION AND STATUS

A. Employment Documentation

[ORGANIZATION] relies on the accuracy of information contained in data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or omissions of information on a job application, personnel form, or any other document may result in [ORGANIZATION]'s exclusion of the individual from further consideration for employment, or, if the person has been hired, termination of employment.

B. Personnel Data Changes

It is each employee's responsibility to promptly notify the [TITLE] of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

C. Access to Personnel Files

[ORGANIZATION] maintains a personnel file for each employee. Personnel files are the property of [ORGANIZATION] and may not be removed without written authorization from the [TITLE]. Upon request, current and former employees, or their authorized representative, will be given access to their personnel files at reasonable times and at reasonable intervals, but no later than 30 days from the date the request is submitted to Human Resources or a designated member of senior management. Employees are not permitted to remove any portion of their file or put comments in their files. Employees do not have access to references and criminal investigations and other similarly confidential information. Upon request, current and former employees, or their authorized representative, will be given a copy of their personnel file to the extent required by applicable law. Employees will not be given access to or provided with copies of documents that may be excluded under the law.

D. Employee Reference Requests

All requests for references must be directed to the [TITLE]. No other manager, team leader, or employee is authorized to release references for current or former employees. By policy, [ORGANIZATION] discloses only the dates of employment and the title of the last position held of former employees. If you authorize the disclosure in writing, [ORGANIZATION] also will inform prospective employers or lenders of the amount of salary or wage you last earned.

IV. PAYROLL, SCHEDULING AND OVERTIME PRACTICES

A. Timekeeping

An employee's time sheet is the record of his or her hours worked, and is used to calculate pay and benefits. Care should be taken to see that each time sheet is an accurate record of all time worked. **All employees are responsible for accurately recording all time they work.** Employees are not permitted to work "off the clock." Failure to comport with this policy may result in corrective action. If for any reason an employee fails to record his or her hours worked or does so incorrectly, the employee must inform his or her supervisor immediately so that the error or omission can be corrected.

The following rules must be observed regarding time sheets:

1. Employees should sign only their own time sheets.
2. The employee's supervisor must authorize overtime in writing *before* it is worked.
3. The employee's supervisor must initial any modifications or alterations on an employee's time sheet.
4. If employees submit daily time sheets, employees should sign their time sheets each day, provided they are completely correct.
5. Tampering, altering or falsifying records, including time records, may result in disciplinary action, up to and including termination.

B. Pay Corrections

[ORGANIZATION] will take all reasonable steps to ensure that employees receive earnings for all reported work performed through the end of the payroll period, and that employees are paid promptly on the scheduled payday. In the unlikely event there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the [TITLE] so that corrections can be made as quickly as possible.

C. Meals and Rest Breaks

[ORGANIZATION] provides non-exempt employees who work more than five hours in a day with an unpaid 30 [or 60] minute uninterrupted meal period starting no later than the end of the fifth hour of work. [ORGANIZATION] provides non-exempt employees who work more than 10 hours in a day with a second unpaid 30 [or 60] minute uninterrupted meal period starting no later than the end of the 10th hour of work. If the employee's total work period per day is no more than 6 hours, the meal period may be waived by mutual consent of both the employer and the employee. If the employee's total work period per day is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived.

Non-exempt employees are encouraged and expected to take all legally mandated meal periods not waived, and should not eat at their desks or work stations. During meal periods, [ORGANIZATION] will relieve employees of all duty and will not exercise control over employees' activities. Non-exempt employees are entirely relieved from duty during their meal period and may leave the work premises. Employees are free to spend their meal period time as they choose (consistent with all other [ORGANIZATION] policies that apply during off-duty time). However, they must be prepared to resume work promptly at the end of their scheduled meal period.

[ORGANIZATION] authorizes and permits non-exempt employees working at least three and one-half hours in a day to take a 10-minute, off-duty paid rest break for each four hours worked, or major fraction thereof. Employees who work more than six hours in a day may take a second rest break. Employees who work more than 10 hours in a day may take a third rest break, and so on. Employees should take their rest breaks in the middle of each work period to the extent it is practicable to do so, and may not combine them with meal breaks or skip them to leave work early. Employees are free to spend their rest break time as they choose (consistent with all other [ORGANIZATION] policies that apply during off-duty time). During rest breaks, [ORGANIZATION] will relieve employees of all duty and will not exercise control over employees' activities. A rest period is not required for non-exempt employees whose total daily work time is less than three and one half hours.

No supervisor or manager may impede or discourage employees from taking rest breaks or meal periods provided under this policy. Any supervisor or employee who violates this policy will be subject to disciplinary action, up to and including immediate termination.

Employees who feel they have not been authorized and permitted to take a rest period and/or provided a meal break that complies with this policy, should immediately inform their

supervisor, and if not corrected, Human Resources or a designated member of senior management. If you believe that you have been pressured, coerced or encouraged not to take your rest periods or meal breaks by your supervisor or manager, you must contact the Human Resources Department or a designated member of senior management immediately so this issue can be addressed.

D. Overtime

Non-exempt employees may occasionally be asked to work beyond their normally scheduled hours. [ORGANIZATION] will provide overtime pay for overtime work in accordance with the requirements of state and federal law. Although an attempt will be made to give non-exempt employees advance notice of working overtime when it is feasible to do so, this is not always possible. **Non-exempt employees may not work overtime without their supervisor's prior written approval (absent an emergency).**

All non-exempt employees who work more than eight (8) hours in one workday or more than forty (40) hours in one workweek will receive overtime pay computed as follows:

- (1) Overtime at the rate of 1½ times the employee's regular rate of pay for all hours worked in excess of forty (40) in any one workweek.
- (2) Overtime at the rate of 1½ times the employee's regular rate of pay for the hours worked in excess of eight (8) hours in any one workday up to twelve (12) hours, and for the first eight (8) hours worked on the seventh consecutive day of work in any one workweek.
- (3) Overtime at the rate of double the employee's regular rate of pay for all hours worked in excess of twelve (12) in one workday, and for all hours worked in excess of eight (8) on the seventh consecutive day of work in any one workweek.

Only those hours that are actually worked are counted to determine an employee's overtime pay. Paid or unpaid time off is not counted as hours worked for purposes of determining an employee's eligibility for overtime pay. Compensated holidays, for example, are not hours worked and therefore are not counted in making overtime calculations unless the employee actually worked on the holiday.

V. BENEFITS AND LEAVES OF ABSENCE

This section is designed to acquaint employees with some of the significant features of [ORGANIZATION]'s benefit programs. However, it is important to remember that more detailed information is set forth in the official plan documents and insurance policies that govern the plans. Accordingly, if there is any real or apparent conflict between the brief summaries contained in this handbook and the terms, conditions or limitations of the official plan documents, the provisions of the official plan documents will control. Employees who wish to inspect those documents may make an appointment with the [TITLE] for that purpose.

A. Employee Benefits

Eligible employees at [ORGANIZATION] are provided a wide range of benefits. A number of programs (such as Social Security, worker’s compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

[ORGANIZATION] carries workers’ compensation insurance coverage as required by law to protect employees injured on the job. This insurance provides coverage for certain medical, surgical, and hospital treatment in addition to payment for a portion of any lost earnings that result from work-related injuries. Compensation payments generally begin on the first day of an employee’s hospitalization or on the fourth day following the injury if an employee is not hospitalized. The cost of this coverage is paid completely by [ORGANIZATION].

Benefits eligibility is dependent upon a variety of factors, including employee classification. [ORGANIZATION] supervisors can identify the programs for which employees are eligible.

B. Vacation Benefits [viii](#)

[ORGANIZATION] has established the following vacation plan to provide eligible employees time off with pay so that they may be free from their regular duties for a period of rest and relaxation without loss of pay or benefits.

1. Eligibility

All regular full-time employees are eligible for vacation benefits.

2. Accrual

Eligible employees accrue vacation in accordance with the following schedule [ix](#):

<u>Years of Continuous Service</u>	<u>Rate of Accrual</u>
Date of hire through end of year 5	3.077 hours biweekly, for a maximum of 10 days per year
Years 6 through 10	4.62 hours biweekly, for a maximum of 15 days per year.
Year 11 and thereafter	6.15 hours biweekly, for a maximum of 20 days per year.

Accrual is based upon [ORGANIZATION]’s fiscal year ([FISCAL YEAR]). If an employee has not been eligible to earn vacation time during the entire fiscal year, earned vacation time will be appropriately prorated. Once employees enter an eligible employment classification, they begin to accrue vacation according to the above schedule. However, there is a waiting period of 90 calendar days (from date of hire or eligibility) before the vacation time can be used. [x](#)

3. Administration

Use of vacation time: Vacation requests must be approved by the employee's immediate supervisor and the [TITLE]. Requests should be submitted at least [INSEERT NUMBER] weeks in advance. All requests will be reviewed based on a number of factors, including business needs and staffing requirements. Non-exempt employees can use paid vacation time in minimum increments of one hour.^x Exempt employees can use paid vacation time in minimum increments of one day.^{xi}

Accumulating Vacation: Employees are encouraged to use available paid vacation time for rest and relaxation. In the event that accrued vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. The total amount of accrued vacation time may not exceed twice the annual vacation allotment. Once an employee has reached this cap, all further accruals will cease.

Vacation accruals will recommence after the employee has taken vacation and the accrued vacation has dropped below the cap.

Vacation Pay: Vacation pay shall be based on the employee's regular base rate and working schedule, exclusive of overtime. No employee will receive pay in lieu of vacation, except on termination of employment, as discussed below.

Vacation Pay on Termination: On termination of employment, each employee will be paid for all accrued but unused vacation.^{xiii}

Holiday within a Vacation Period: A holiday which falls within a vacation period will be treated as a holiday and not as a day of vacation taken.

C. Holidays^{xiv}

[ORGANIZATION] will grant paid holidays to all eligible employees on the holidays listed below. All employees who would be normally scheduled to work on the below holidays, will be given the day off with pay.

- New Year's Day (January 1)
- Martin Luther King, Jr., Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans' Day (November 11)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve Day (December 24)
- Christmas Day (December 25)

A recognized holiday that falls on a Saturday or Sunday will be observed on the preceding

Friday or following Monday, if approved by the Executive Director/President.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), the paid holiday will be used instead of the paid time off benefit that would otherwise have applied. In order to qualify for holiday pay, employees must obtain prior approval for use of vacation or sick leave by the [TITLE]. Without prior approval, employees must work the last scheduled day immediately preceding, and the first scheduled day immediately following, the holiday to be eligible for pay.

If eligible non-exempt employees work on a recognized holiday, they will receive 1.5 times their straight-time rate for the hours worked on the holiday.^{xv} A paid holiday does not count as a day worked for purposes of overtime compensation unless the employee is required to work that day.

D. Sick Leave Benefits^{xvi}

Eligibility^{xvii}

Employees, including part-time and temporary employees, qualify to accrue paid sick leave under this policy upon the start of their employment or July 1, 2015, whichever is later. In addition, employees may take paid sick leave accrued under this policy if they have worked for [ORGANIZATION] for at least 90 calendar days.

Leave Benefit^{xviii}

Employees accrue one hour of paid sick leave for every 30 hours of work performed.^{xix} Employees may not accrue more than 48 hours or six regularly-scheduled workdays of paid sick leave, whichever is greater, at any given time. Employees who reach the applicable cap will cease to accrue further paid sick leave hours until paid sick leave is used, at which point the employee will continue to accrue additional paid sick leave up to the cap. Paid sick leave not used in a year otherwise carries over from year to year.

[New employees are entitled to three days of paid sick leave once the employee reaches 120 days of employment and then three days per calendar year at the commencement of every calendar year. All existing employees are entitled to three days of paid sick leave at the commencement of every calendar year. Paid sick leave not used within a calendar year does not carry over from year to year.]^{xx}

Leave Usage

Employees may upon oral or written request take the greater of 24 hours or three regularly-scheduled workdays' worth of paid sick leave per leave year for any of the qualifying reasons discussed below. For the purposes of this policy, the leave year is the employee's anniversary year.

Paid sick leave may be used for the diagnosis, care (including preventive care), or treatment of an existing health condition of an employee and certain family members of the employee.

A family member includes a child, parent, spouse, domestic partner, grandparent, grandchild, or sibling. For purposes of this policy, a “child” means a biological or adopted child, a foster child, a step-child, a legal ward, or a child to whom the employee stands *in loco parentis*. Similarly a “parent” under this policy means a biological or adoptive parent, a foster parent, a step-parent, an employee’s legal guardian, a legal guardian of an employee’s spouse or domestic partner, or a person who stood *in loco parentis* when the employee was a minor child.

Employees who are victims of domestic violence, sexual assault, or stalking also may use paid sick leave for treatment, assistance, and other purposes authorized by law.

Employees using paid sick leave must do so in minimum increments of two hours. Employees will be paid for sick leave not later than the payday for the next regular payroll period after the sick leave was taken. Finally, an employee will not be required to search for or find a replacement if the employee is taking paid sick leave under this policy.

Compensation For Sick Leave

Paid sick days ordinarily are paid at the employee’s normal rate of pay earned during regular work hours, unless otherwise required by law.^{xxi} Accrued, unused paid sick leave is not paid out upon termination or resignation. However, employees separating from employment who are rehired within one year from the date of separation will have their previously accrued and unused paid sick days reinstated. The employee also will begin accruing paid sick leave upon re-hire (assuming the employee’s bank is below the applicable cap). In addition, if the employee is re-hired within one year from the date of separation, any number of days that the employee previously worked for [ORGANIZATION] will be credited toward the 90 calendar days that an employee must have worked for [ORGANIZATION] before being eligible to use paid sick leave under this policy.

Approval

If the need for paid sick leave is foreseeable (e.g., scheduled routine medical appointments), the employee must provide reasonable advance notice. If the leave is not foreseeable, the employees must provide notice of the leave as soon as practical. When requesting sick leave, employees should not disclose any private medical information or any other personal condition related information.

Non-Retaliation or Discrimination

[ORGANIZATION] strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using paid sick leave under this policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated or retaliated against should report their concerns to the [TITLE].

E. Workers’ Compensation Insurance

[ORGANIZATION] provides a comprehensive workers’ compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of

employment.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Neither [ORGANIZATION] nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by [ORGANIZATION].

F. Health Insurance

All employees classified by [ORGANIZATION] as regularly working at least 30 hours per week and their dependents currently are eligible to participate in [ORGANIZATION]'s medical, dental, and vision insurance plans starting [*specify, e.g., the first day of the month following 30 days of full-time employment*].

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between [ORGANIZATION] and the insurance carrier.

Contact the [TITLE] for more information about health insurance benefits.

G. Jury and Witness Duty

[ORGANIZATION] will provide employees time off to serve, as required by law, on a jury, with reasonable advance notice. [ORGANIZATION] will also provide employees with time off to appear in court as a witness to comply with a valid subpoena or other court order or to obtain any relief to help ensure the health, safety or welfare of a domestic violence victim or his or her child. Of course, employees are expected to report for work whenever the court schedule permits.

Regular, full-time employees who have completed a minimum of 90 calendar days of employment with [ORGANIZATION] will be granted paid leave of up to [10] working days per year for the purposes of fulfilling jury duty.^{xxii} Jury duty pay will be calculated at the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.

Leave taken for any jury duty that extends beyond the paid period, or leave taken to appear as a witness, is unpaid. However, employees may elect to substitute available paid vacation time during any such unpaid leave.

Employees must show the jury duty summons or witness subpoena to their supervisor as soon as possible so that the supervisor can make arrangements to accommodate their absence. In the event of an emergency or unplanned court appearance in a case involving domestic violence, the employee must provide [ORGANIZATION] with written evidence from the court or prosecuting attorney within 15 days of the absence.

H. Family Care, Medical, and Military Family Leave

[ORGANIZATION] provides (1) family care, medical, and military family leave for up to 12 or 26 weeks per year, depending on the reason, see section II(D), in accordance with the California Family Rights Act (“CFRA”) and the federal Family and Medical Leave Act of 1993, as amended (“FMLA”); (2) pregnancy leave for up to four months in accordance with the California Fair Employment and Housing Act (“FEHA”); (3) disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act (“ADA”) or the FEHA; and (4) leave for other legally required absences as set forth below. Employees having any questions regarding this policy should contact [TITLE].

[ORGANIZATION] complies with applicable family care, medical leave, and military family leave laws. Under the FMLA it is unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

If an employer has engaged in any unlawful activity mentioned above, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. 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.

If you have questions, or would like further clarification about your rights under the FMLA or other types of leave, please contact [TITLE]. Separately, employees may file complaints of claimed violations of CFRA with the California Department of Fair Employment and Housing (DFEH), which is authorized to investigate such complaints. For more information, visit the DFEH’s website at <http://www.dfeh.ca.gov>.

1. Eligibility

To be eligible for family care, medical, and military family leave, an employee must (1) have worked for [ORGANIZATION] for at least twelve months prior to the date on which the leave is to commence; (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave; and (3) work at location with 50 employees or more within a 75-mile radius of [ORGANIZATION]’s next closest facility.

[If employer has more than one facility, the following sentence may be added: *Employees who work at a location where [ORGANIZATION] employs fewer than 50 persons within 75-miles of [ORGANIZATION]’s next closest facility are not eligible for family care, medical, or military family leave.*]

In the case of a pregnancy-related disability or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all of the above requirements. In such circumstances, the employee should contact [TITLE] for clarification about his or her rights for other types of leave.

2. Permissible Uses

“**Family care and medical leave**” may be requested for (1) the birth or adoption of an employee’s child; (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee’s child, registered domestic partner, spouse, or parent; or (4) an employee’s own serious health condition; (5) for any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

The FMLA also allows eligible employees to take up to 26 workweeks of unpaid, job-protected leave in a “single 12-month period” to care for a covered service member with a serious injury or illness.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either (1) the individual being admitted to a medical care facility with the expectation that the or she will remain at least overnight, or (2) continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

“**Military exigency leave**” may be requested when there is a qualifying military exigency arising out of the fact that an employee’s spouse, child, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces outside of the United States.

Qualifying military exigencies include the following:

- *Short-notice deployment* where the employee may take leave to attend any issue that arises from the fact that a military member (whether in the Regular Armed Forces, National Guard, or Reserves) is notified of an impending call or order to active duty seven or less calendar days prior to the date of employment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered service member receives the notification.
- *Military events and related activities* where the employee may take leave to attend any issue that arises from the fact that a military member (whether in the Regular Armed Forces, National Guard, or Reserves) is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered service member receives the notification.

- *Military events and related activities* where the employee may take leave to attend to any official ceremonies, programs or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.
- *Childcare and school activities* where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.
- *Financial and legal arrangements* where the employee may take leave to make or update financial or legal arrangements related to the covered service member's absence, such as preparing powers of attorney, wills, transferring bank accounts, and the like, or appearing or acting on behalf of the absent service member in matters related to military benefits.
- *Counseling* where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered service member.
- *Rest and recuperation* where the employee may take up to fifteen days of leave to spend time with a covered service member each time the service member is on short-term rest and recuperation leave during the period of deployment.
- *Post-deployment activities* where the employee may take leave for a period of up to 90 days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issues that arise out of the death of a covered service member.
- *Parental leave* where the employee may take qualifying leave to care for the parent of a military member, or someone who stood in loco parentis to that military member, when the parent is incapable of self-care. To qualify as parental leave, the need for the leave must arise out of the military member's call to active duty. Further, the leave must be for one of the following purposes: (1) to arrange for alternative care for the parent; (2) to provide care for the parent on an urgent, immediate need basis; (3) to admit or transfer the parent of the military member to a care facility; or (4) to attend a meeting with staff at a care facility for the parent.
- *Additional activities* where the employee may take leave to address other events that arise out of the call to active duty as [ORGANIZATION] and the employee may agree as to both timing and duration.

“Military caregiver leave” may be requested to care for a covered service member if the employee is the covered service member's spouse, child, parent, or next of kin. For purposes of this leave, a covered service member is: (1) a current member of the Armed

Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness.

3. Substitution of Paid Leave

Employees are required to substitute accrued vacation time and other paid personal leave (except sick leave) for all family care, medical, and military leaves. Employees are required to substitute sick leave only for the employee's own medical leaves. Employees may elect to substitute sick leave [to attend to an illness of a child, parent, spouse or domestic partner of the employee] [or for other types of family care leave.]

4. Amount of Leave

Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a rolling 12-month period measured backwards from the date the employee's leave commences.

Employees who are unable to work due to pregnancy disability will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for pregnancy-related disability or in connection with childbirth. Family care leaves for birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.

Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken.

Spouses who are both employed by [ORGANIZATION] may take a minimum combined total of 26 weeks in the 12 month period for the care of the service member and the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26 week period may be taken for reasons other than to care for the service member.

5. Intermittent Leave

Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. [xxiii](#)

Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly [ORGANIZATION]'s operations. [xxiv](#) Where leave is to be taken under CFRA for the birth, adoption, or foster care placement of a child, the minimum duration for each period of leave is two weeks, except that the employee may request leave of less than two weeks

duration on any two occasions and [ORGANIZATION] may grant requests for additional occasions of leave lasting less than two weeks.^{xxv} Any such 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. Exigency leave also may be taken intermittently or on a reduced schedule.

6. Leave's Effect on Pay

Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA and the CFRA is unpaid. However, employees may be entitled to California State Disability Insurance (SDI) when leave is taken for their own serious health condition.

Employees also may be entitled to Paid Family Leave (PFL) benefit payments for up to six (6) weeks in any twelve month period during leaves to care for qualifying family members. PFL provides a partial wage replacement for absences from work to care for a seriously ill or injured family member or for bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. Employee contributions provide funding for this program. PFL is administered like SDI by the California Employment Development Department. To the extent possible, PFL benefits must run concurrently with family care leave and do not entitle an employee to take any additional time off. In addition, an employee must use up to two weeks of any accrued but unused vacation before the employee will be eligible to receive PFL.^{xxvi}

7. Leave's Effect on Benefits

During an employee's family care, medical, and military family leave, [ORGANIZATION] will continue to pay for the employee's participation in [ORGANIZATION] group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid leave is substituted for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with [ORGANIZATION] for the payment of such premiums.

If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave at the expiration of 12 weeks for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstances beyond the employee's control, [ORGANIZATION] can recover any health plan premiums paid by [ORGANIZATION] on the employee's behalf during any periods of the leave.

With regard to other employee benefit plans consisting of [disability insurance plans, pension and retirement plans, and supplemental unemployment benefit plans], [ORGANIZATION] will continue to pay for the employee's participation in such plans to

the same extent and under the same conditions as apply to other leaves that are not family care, medical, and military family leaves. Specifically, with regard to unpaid leaves under this policy: An unpaid leave taken for an employee's own serious health condition will be treated like other unpaid disability leaves; unpaid leaves taken for other qualifying family care or medical purposes will be treated like other unpaid personal leaves offered by [ORGANIZATION]. Under any circumstances, however, leave taken for family care or medical leave or military family leave will not be treated as a break in service and will not result in the loss of seniority—even if other paid or unpaid leaves count as a break in service or result in a loss of seniority, or for layoffs, recalls, promotions, job assignments, or seniority-related benefits. Nor will the use of family care, medical, or military family leave result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

8. Notice Requirements/Request for Leave

Employees must notify [ORGANIZATION]'s of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care or medical leave, the employee must provide 30 calendar days' advance notice to [ORGANIZATION] of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify [ORGANIZATION] as soon as is practicable and generally must comply with [ORGANIZATION]'s normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting [ORGANIZATION]'s operations, and may be requested to reschedule the treatment so as to minimize disruption of [ORGANIZATION]'s business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, [ORGANIZATION] reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

All requests for family care or medical leave should include enough information to make [ORGANIZATION] aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for leave. Employees also must inform [ORGANIZATION] if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Any requests for extensions of leave under this policy must be received as soon as is practicable and must include the revised anticipated date(s) and duration of the leave. To the extent permitted by law, [ORGANIZATION] reserves the right to deny requests for extensions or deny reinstatement to an employee who exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, if an employee has a disability, he or she may be eligible for leave under the Americans

with Disabilities Act (ADA) or state law. For more detailed information on extended leaves, please contact [TITLE].

Once [ORGANIZATION] is aware of the employee's need for leave, it will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the notice will specify any additional information required as well as the employee's rights and responsibilities. If the employee is not eligible, [ORGANIZATION] will provide a reason for the ineligibility.

9. Birth/Care of Newborn and Adoption/Placement of Foster Child

FMLA leave taken for these purposes must be taken in consecutive workweeks and completed within the 12-month period following the birth or placement of the child with the employee.^{xxvii}

10. Certification Requirements

Any request for medical leave for an employee's own serious health condition or for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for a serious injury must be supported by medical certification from a health care provider. Employees generally must provide the required certification within 15 calendar days after [ORGANIZATION]'s request for certification. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after [ORGANIZATION]'s request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts.

The medical certification for a child, spouse, domestic partner or parent with a serious health condition or for the serious injury or illness of a qualifying service member must include (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

The medical certification for leave for the employee's own serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the employee's covered family member, lasts beyond a single leave year, [ORGANIZATION] may require the employee to provide a new medical certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to [ORGANIZATION] to support the employee's leave request.

Where permitted by law, if [ORGANIZATION] has a good-faith, objective reason to doubt the validity of the medical certification provided by the employee, [ORGANIZATION] may require the employee to obtain a second opinion from a doctor of [ORGANIZATION]'s choosing at the [ORGANIZATION]'s expense. If the employee's health care provider providing the original certification and the doctor providing the second opinion do not agree, [ORGANIZATION] may require a third opinion, also at the [ORGANIZATION]'s expense, performed by a mutually agreeable doctor who will make a final determination. It is the employee's responsibility to furnish his or her health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

Once [ORGANIZATION] has enough information to determine whether the leave is FMLA-qualifying, [ORGANIZATION] will inform the employee if leave will be designated as FMLA-protected and, if known at that time, the amount of leave that will be counted against the employee's leave entitlement. If [ORGANIZATION] determines that the leave is not protected, [ORGANIZATION] will notify the employee.

The employee taking leave because of his or her own serious medical condition or the serious medical condition of a family member may be required to provide [ORGANIZATION] with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification. As part of that request, [ORGANIZATION] may provide the health care provider with a record of the employee's absence pattern to confirm whether such a pattern is consistent with the need for leave. The employee must provide the requested recertification within 15 calendar days of such a request, unless it is not practicable to do so despite the employee's diligent, good faith efforts.

Where the leave is for the employee's own serious health condition, [ORGANIZATION] requires employees to provide medical certification that he or she is released to return to work and able to do so. [ORGANIZATION] may delay restoring the employee to

employment or terminate the employee without such certificate.

11. Restoration to Employment

An employee eligible for FMLA leave will be restored to his/her old position or to a position with equivalent pay, benefits and other terms and conditions of employment, as required by law. [ORGANIZATION] cannot guarantee that an employee will be returned to his/her original job. Moreover, [ORGANIZATION] reserves the right to deny reinstatement to employees who are among the highest paid ten percent (10%) of [ORGANIZATION]'s employees and whose reinstatement would cause substantial and grievous economic injury to [ORGANIZATION]'s operations. A determination as to whether a position is an "equivalent position" will be made by [ORGANIZATION]. Employees on an extended leave, beyond the 12 workweek period, are not guaranteed reinstatement under this FMLA policy.

12. Both Spouses Employed by [ORGANIZATION]

If both spouses are employed by [ORGANIZATION], they may not take more than 12 weeks of leave combined for the birth or care of a newborn, for adoption or foster care placement of a child or for the care of a parent.

I. Pregnancy Leave

1. Leaves of Absence and Transfers

Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability of up to four months, in addition to any family care, medical, or military family leave to which the employee may be entitled under the previous section of this handbook. Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides [ORGANIZATION] with medical certification from her healthcare provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

Employees returning from pregnancy-related disability leave generally are entitled to be reinstated to the same position, subject to certain conditions, and consistent with applicable law.^{xxviii}

2. Substitution of Paid Leave for Pregnancy-Related Disability Leave

An employee taking pregnancy-related disability leave must substitute any available sick pay for her leave and may, at her option, substitute any accrued vacation time for her

leave. The substitution of paid leave for pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled.

3. Leave's Effect on Benefits

During a pregnancy-related disability leave, [ORGANIZATION] will continue to pay for the employee's participation in [ORGANIZATION]'s group health plans, to the same extent and under the same terms and conditions as would apply had the employee continued in employment continuously for the leave period.

Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid sick leave is substituted for any portion of the leave that is unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with [ORGANIZATION] for the payment of such premiums.

[ORGANIZATION] may recover from the employee the premiums that [ORGANIZATION] paid to maintain coverage for the employee under the group health plan if the employee fails to return from leave after the period of leave has expired and the employee's failure to return is for a reason other than: (i) the employee is taking (i.e., has transitioned over to) leave under the California Family Rights Act, unless the employee chooses not to return after the CFRA leave, in which case [ORGANIZATION] can recover such premiums; (ii) the continuation, recurrence, or onset of a health condition that entitles the employee to Pregnancy-Related Disability Leave, unless the employee chooses not to return after the Pregnancy-Related Disability Leave, in which case [ORGANIZATION] can recover such premiums; (iii) non-pregnancy related medical conditions requiring further leave, unless the employee chooses not to return to work following the leave, in which case [ORGANIZATION] can recover such premiums, or (iv) other circumstances beyond the employee's control.

It is [ORGANIZATION]'s policy that, similar to other unpaid leaves, during any unpaid portion of a Pregnancy-Disability Leave, employees will accrue employment benefits, such as sick leave, vacation leave, and seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Employee benefits may be continued during the unpaid portion of the pregnancy-related disability leave according to the provisions of [ORGANIZATION]'s various employee benefit plans.

4. Other Terms and Conditions of Leave

Consistent with [ORGANIZATION]'s practice for other employees returning from a disability leave for reasons other than pregnancy, [ORGANIZATION] requires that an employee returning from pregnancy-related disability leave provide a release to return to work from her healthcare provider stating she is able to resume her original job or duties.

The provisions of [ORGANIZATION]'s family care and medical leave policy regarding the leave's effect on pay, notice requirements, medical certification requirements, and reinstatement also apply to all pregnancy-related disability leaves. However, for pregnancy-related disabilities, there is no process for obtaining more than one medical opinion. For the purpose of applying those provisions, an employee's pregnancy-related disability is considered to be a serious health condition.

So that an employee's return to work can be properly scheduled, an employee on pregnancy-related disability leave is requested to provide [ORGANIZATION] with at least two weeks' advance notice of the date she intends to return to work.

If an employee fails to report to work promptly at the end of the pregnancy disability leave, [ORGANIZATION] will assume that the employee has resigned.

J. Other Disability Leaves

In addition to medical or pregnancy-related disability leaves described in previous sections, employee may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability under the ADA or the FEHA. [xxix](#) Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled.

K. Military Leave

An unpaid military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Please see [TITLE] as soon as you become aware of the need to take a leave. Employees returning from military leave will be reinstated into their former position or into another position of equal pay and status, consistent with applicable laws.

L. Bereavement Leave [xxx](#)

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor. Up to 4 days paid bereavement leave will be provided to regular, full-time employees. All other employees may request up to 3 days off without pay for bereavement leave.

For purposes of this policy only, [ORGANIZATION] defines "immediate family" as the employee's spouse, domestic partner, parent, child, sibling; the employee's spouse's parent, child or sibling; the employee's child's spouse; grandparents or grandchildren.

M. Time Off To Vote

[ORGANIZATION] encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their

regular work schedule. If employees' schedules prohibit them to vote in an election during their nonworking hours, [ORGANIZATION] will grant up to 2 hours of paid time off to vote. [xxx1](#)

Employees should request time off to vote from their supervisor at least two working days prior to the election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

N. Time Off for School Activities/Suspension

If an employee gives [ORGANIZATION] reasonable advance notice, he or she will be given up to 40 hours of time off without pay to attend to the following child-related activities: (a) up to 8 hours in a month to find, enroll, or reenroll a child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, or (b) to address a child care provider or school emergency. An employee will also be given time off without pay to appear at the school of the employee's child(ren) when the employee is required to do so by the school because a child has been suspended.

If the employee is granted time off under this policy, he or she may be asked to provide [ORGANIZATION] with documentation from the school as proof that he or she participated in school activities on a specific date and time.

VI. STANDARDS OF CONDUCT

A. Workplace Violence Prevention

[ORGANIZATION] is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, [ORGANIZATION] has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of [ORGANIZATION] without proper authorization.

Conduct that threatens, intimidates, or coerces another employee or anyone on [ORGANIZATION] property at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or the [TITLE]. This includes threats by employees, as well as threats by students, vendors, solicitors, or others on [ORGANIZATION] property. When reporting a threat of violence, you should be as specific and detailed as possible. All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

[ORGANIZATION] will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, [ORGANIZATION] may suspend employees, either with or without pay, pending investigation. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

B. Drug and Alcohol Use [xxxii](#)

It is [ORGANIZATION]'s desire to promote a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on [ORGANIZATION] premises and while conducting business-related activities of [ORGANIZATION], no employee may use, possess, distribute, sell, or be under the influence of alcohol and/or illegal drugs. Alcohol may be served at [ORGANIZATION] functions or luncheons only with the express permission of the Executive Director/President.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. Employees are required to notify their supervisor if they are taking any prescription drug that is likely to impair their performance.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program. [xxxiii](#) Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all [ORGANIZATION] policies, rules, and prohibitions relating to conduct in the workplace; and if granting leave will not cause [ORGANIZATION] any undue hardship. This policy of accommodation does not prevent the Company from disciplining employees for on the job conduct that violates this substance abuse policy.

Employees with questions on this policy or issues related to drug or alcohol use in the

workplace are encouraged to raise their concerns with their supervisor or to the [TITLE], without fear of reprisal.

C. Smoking

In keeping with [ORGANIZATION]'s intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace, including the grounds outside.^{xxxiv} This policy applies equally to all employees and visitors.

D. Attendance and Punctuality

To maintain a productive work environment, [ORGANIZATION] expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on [ORGANIZATION]. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. All supervisors should then notify the [TITLE].

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

E. Dress and Grooming Standards^{xxxv}

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image that [ORGANIZATION] presents. During business hours, employees are expected to present a clean, neat, and professional appearance and dress according to the requirements of their positions.

Any employee who needs a medical or religious accommodation to [ORGANIZATION]'s dress and grooming standards should contact the [TITLE].^{xxxvi}

F. Non-Disclosure

The protection of confidential information is vital to the interests and success of [ORGANIZATION]. "Confidential information" means all information, not generally known, belonging to, or otherwise relating to the business of [ORGANIZATION] or its clients, customers, suppliers, vendors, affiliates or partners, regardless of the media or manner in which it is stored or conveyed, that [ORGANIZATION] has taken reasonable steps to protect from unauthorized use or disclosure.

Such confidential information includes, but is not limited to, the following examples:

- compensation data
- financial information
- new materials research
- pending projects and proposals
- proprietary production processes
- research and development strategies
- technological data

- technological prototypes

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.[xxxvii](#)

Furthermore, employees should not disclose personal identification information about other individuals—including the employees, clients, customers, suppliers, vendors, affiliates or partners of [ORGANIZATION]—to any third party without prior managerial approval. Personal identification information includes, but is not limited to, individually identifiable information such as Social Security numbers, background information, credit card or banking information, or other non-public information entrusted to [ORGANIZATION] regarding an individual’s personal identity.[xxxviii](#)

G. Use of Phone and Mail Systems

Employees should practice discretion when making local personal calls and will be required to reimburse [ORGANIZATION] for any charges resulting from their personal use of the telephone. Excessive personal telephone calls may be grounds for reprimand; continuing failure to comply with policy can result in disciplinary action, up to and including termination of employment.

The use of [ORGANIZATION]’s paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always announce their name and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

H. Internet, E-mail, and Electronic Communications

[ORGANIZATION] has established this Internet, e-mail, and electronic communications policy in an effort to make certain that employees utilize electronic communications devices in a legal, ethical, and appropriate manner.

1. Scope of Policy

This policy extends to all features of [ORGANIZATION]’s electronic communications systems, including but not limited to computers, e-mail, connections to the Internet and World Wide Web and other internal or external networks, voice mail, video conferencing, facsimiles, and telephones. Any other form of electronic communication used by employees currently or in the future is also intended to be encompassed under this policy. Every employee of [ORGANIZATION] is subject to this policy and is expected to read, understand, and comply fully with its provisions.

2. Rules

It may not be possible to identify every standard and rule applicable to the use of

electronic communications devices. Employees are therefore encouraged to use sound judgment whenever using any feature of the communications systems. If you have questions about this policy, ask the [TITLE]. In order to offer employees some guidance, the following principles and standards should be clearly understood and followed:

- a. [ORGANIZATION]'s policy against unlawful harassment, including sexual harassment, extends to the use of computers, the Internet, and any component of the communications systems. In keeping with that policy, employees should not use any electronic communications device in a manner that would violate that policy. For example, employees may not communicate messages that would constitute sexual or other harassment, may not use sexually suggestive screen savers, may not receive or transmit pornographic, obscene, or sexually offensive material or information, and may not access pornographic, obscene, or sexually suggestive websites.
- b. [ORGANIZATION]'s anti-discrimination policies extend to the use of the communications systems. Any employee who uses any electronic communications device will therefore be subject to disciplinary action, including the possibility of immediate termination, for use of such a device in any manner that violates [ORGANIZATION]'s anti-discrimination policies or commitment to equal employment opportunity.
- c. Employees may not use any electronic communications device for a purpose that is found to constitute, in [ORGANIZATION]'s sole and absolute discretion, a commercial use that is not for the direct and immediate benefit of the organization.
- d. Employees may not use any electronic communications device in a manner that violates the trademark, copyright, or license rights of any other person, entity, or organization.
- e. Employees may not use any electronic communications device in a manner that infringes upon the rights of other persons, entities, or organizations to proprietary, confidential, or trade secret information.
- f. Employees may not use any electronic communications device for any purpose that is competitive, either directly or indirectly, to the interest of [ORGANIZATION] or for any purpose that creates an actual, potential, or apparent conflict of interest with the organization.
- g. Excessive personal use may be grounds for reprimand; continuing failure to comply with policy can result in disciplinary action up to and including termination of employment.
- h. Employees may not use any electronic communications to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

3. Access

[ORGANIZATION] retains the right and ability to enforce this policy and to monitor compliance with its terms. While computers and other electronic devices are made accessible to employees to assist them to perform their jobs and to promote the organization's interests, all such computers and electronic devices, whether used entirely or partially on [ORGANIZATION]'s premises or with the aid of [ORGANIZATION] equipment or resources, must remain fully accessible to [ORGANIZATION] and, to the maximum extent permitted by law, will remain the sole and exclusive property of the organization.

Employees should not maintain any expectation of privacy with respect to information transmitted over, received by, or stored in any electronic communications device owned, leased, or operated in whole or in part by or on behalf of [ORGANIZATION].

The organization retains the right to gain access to any information received by, transmitted by, or stored in any such electronic communications device, by and through its representatives at any time, either with or without an employee's or third party's knowledge, consent, or approval.

Employees who are provided access to computers must advise the [TITLE] of any password they use to gain access to computers or the Internet, as well as any change to such password. Such notice must be made immediately.

4. Compliance

Employees who violate any aspect of this policy or who demonstrate poor judgment in the manner in which they use any electronic communications device will be subject to disciplinary action, up to and including the possibility of termination.

I. Workplace Monitoring

Workplace monitoring may be conducted by [ORGANIZATION] to ensure quality control, employee safety, security, and job satisfaction. All equipment, furniture, files, documents, and workspace furnished to [ORGANIZATION] employees are the property of [ORGANIZATION], and as such, may be monitored or accessed.

J. Ethics and Conduct

The successful operation and reputation of [ORGANIZATION] is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

[ORGANIZATION] will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

K. Safety

[ORGANIZATION] is committed to providing and maintaining a healthy and safe work environment for all employees. To assist in providing a safe and healthful work environment for employees, customers, and visitors, [ORGANIZATION] has established a workplace safety program. This program is a top priority for [ORGANIZATION]. The [TITLE] has the responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor or bring them to the attention of the [TITLE]. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the [TITLE]. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the [TITLE]. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

L. Visitors in the Workplace

If an unauthorized or suspicious individual is observed on [ORGANIZATION]'s premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the reception area.

ACKNOWLEDGMENT FORM

The employee handbook describes important information about [ORGANIZATION], and I understand that I should consult the [TITLE] regarding any questions not answered in the handbook. I have entered into my employment relationship with [ORGANIZATION] voluntarily and acknowledge that there is no specified length of employment. Accordingly, either [ORGANIZATION] or I can terminate the relationship at-will, with or without cause, and with or without notice, at any time.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to [ORGANIZATION]'s policy of employment at-will. Any changes to the policy of at-will employment must be in writing and signed by both the employee and an Officer of the Board pursuant to approval by the Board in order to be effective. All other changes will be communicated, and I understand that revised information may supersede, modify, or eliminate existing policies in this handbook.

Furthermore, I acknowledge that nothing in this handbook is a contract of employment. I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S NAME (Printed) _____

EMPLOYEE'S SIGNATURE _____

DATE _____

ⁱ Despite this provision, notice to employees may nonetheless be required for new or changed policies to become effective.

ⁱⁱ Statements in employee handbooks can create legally enforceable obligations, notwithstanding full written disclaimers that a contract was never intended. Moreover, the adoption of certain policies—e.g. a progressive discipline policy—may impair the “employment at-will” relationship and result instead in an implied contract that employees may be terminated only for good cause. Thus, before adopting any of the provisions contained in this “model” handbook, the employer should be aware of the legal consequences and must be willing to *actually* follow the terms of the policies involved.

ⁱⁱⁱ Under California law, employers are required to “take all reasonable steps necessary to prevent discrimination and harassment from occurring.” Cal. Gov. Code § 12940(k). The failure to take “all reasonable steps necessary to prevent” harassment from occurring is a separate violation from the actual harassment itself. Cal. Gov. Code § 12940(k).

Both state and federal regulations provide that such steps may include “affirmatively raising the subject of harassment, expressing strong disapproval, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment under California [and federal] law, and developing methods to sensitize all concerned.” 2 Cal. Code Reg. § 11019(b)(3) (FEHC regulations regarding FEHA); See 29 C.F.R. § 1604.11(f) (EEOC regulations regarding Title VII).

^{iv} An effective anti-harassment policy must communicate the employer's intent to treat complaints of harassment seriously. It is important, therefore, to inform employees that their complaints will be investigated promptly and thoroughly. See, e.g., *DFEH v. Guill, Blankenbaker, and Lawson* (1989) FEHC Dec. No. 89-15, modified on remand, FEHC Dec. No. 91-16.

Because victims of sexual harassment, in particular, may find it difficult to come forward in the first place, and because of the sensitive issues that often surround such complaints, it is important as well to emphasize that the investigation of such complaints will be handled in a confidential manner to the extent consistent with a full, fair and proper investigation.

^v California employers are required to distribute to each employee an information sheet prepared by the DFEH regarding sexual harassment, updated most recently in November 2014 and available on the DFEH's website, or an equivalent statement.

If the employer opts to provide "equivalent information" instead of using the DFEH information sheet, the information provided must include (at a minimum) the following: (1) a statement of the illegality of sexual harassment; (2) the definition of sexual harassment under state and federal law; (3) a description of sexual harassment, utilizing examples; (4) a description of the internal complaint process of the employer; (5) a description of the legal remedies and complaint process available through the DFEH; (6) directions on how to contact the DFEH; and (7) information regarding the protection against retaliation for filing a complaint with, or otherwise participating in, an investigation, proceeding, or hearing conducted by the DFEH. See Cal. Gov. Code § 12950(b).

In light of the foregoing, employers may elect to include the information required to be distributed to employees in an employee handbook.

^{vi} California law requires that employers with 50 or more employees (including employees who do not live or work in California) must train their supervisory employees regarding the prohibition on harassment, discrimination, retaliation, and abusive conduct. Cal. Gov. Code § 12950.1.

At a minimum, the training must be provided by trainers or educators with "knowledge and expertise" in the prevention of harassment, discrimination, and retaliation and must include the following mandatory content: (1) the definitions of sexual harassment; (2) statutory provisions and case law principles regarding harassment, discrimination and retaliation; (3) the types of conduct that constitute sexual harassment; (4) remedies; (5) strategies for prevention; (6) practical examples that illustrate harassment, discrimination, and retaliation; (7) limited confidentiality of complaint process; (8) reporting procedures and resources for victims; (9) employer obligation to investigate; (10) training on what to do if you are personally accused; and (11) policy information. See Gov. Code § 12950.1; 2 Cal. Code Reg. § 11023(c).

^{vii} California law requires employers to provide a reasonable accommodation for an employee who is a victim of domestic violence, sexual assault, or stalking, and who has disclosed that status to the Organization, if the employee requests an accommodation for his or her safety while at work. Cal. Lab. Code § 230(f).

Finally, both Title VII and California's FEHA require an employer to accommodate an individual's religious beliefs and practices, unless such accommodation would impose an undue hardship on the employer. See 42 U.S.C. § 2000e(j) (Title VII); Cal. Gov. Code § 12940(j) (FEHA).

^{viii} Many employers grant their employees paid time off ("PTO") in lieu of vacation benefits and other paid leave. Employers who grant PTO should not have a separate vacation policy.

In either event, in general, California employers are not required by law to provide paid vacation to their employees. If they do, however, vacation benefits are deemed a form of deferred compensation, which "vests" as an employee works and which cannot be "forfeited." See Cal. Lab. Code § 227.3.

^{ix} This information can be changed to suit the particular employer's policy.

^x This information can be changed to suit the particular employer's policy.

^{xi} This information can be changed to suit the particular employer's policy.

^{xii} This information can be changed to suit the particular employer's policy.

^{xiii} California Labor Code Section 227.3 provides that, unless otherwise specified in a collective bargaining agreement, whenever an employment contract or policy provides for paid vacations, and an employee is terminated

without having taken all of his or her vested vacation time, the vested vacation time that has not been used must be paid to the employee as wages at his or her final wage rate.

Thus, on termination the employee must be paid the amount of pro rata vacation earned on a daily basis through the employee's last day worked.

^{xiv} Neither state nor federal law requires that an employer observe "legal" holidays. The holidays listed are simply the most commonly recognized ones.

However, employers must "reasonably accommodate" the religious practices of their employees, which may include allowing employees to take time off work on religious holidays, unless such accommodation would impose an undue hardship on the employer. See 42 U.S.C. § 2000e(j) (Title VII); Gov. Code § 12940(l) (FEHA).

^{xv} This is not a requirement. Per California Department of Industrial Relations website: "There is nothing in the law that mandates an employer pay an employee a special premium for work performed on a holiday, Saturday, or Sunday, other than the overtime premium required for work performed in excess of eight hours in a workday or 40 hours in a workweek." https://www.dir.ca.gov/dlse/FAQ_Holidays.htm

^{xvi} Sick leave benefit requirements may need to be adjusted depending on the business' location. Some cities have their own paid sick day laws that are more generous than California state law. The city of Los Angeles has its own sick leave ordinance for employees working in that city. If employees are subject to local sick leave ordinances, the employer must comply with both the local and California laws, which may differ in some respects. The employer must provide the provision or benefit that is most generous to the employee. Also, the business should ensure that the Paid Sick Leave poster is posted in a conspicuous location. See this link for a model Paid Sick Leave poster that can be used:

[http://www.dir.ca.gov/DLSE/Publications/Paid_Sick_Days_Poster_Template_\(11_2014\).pdf](http://www.dir.ca.gov/DLSE/Publications/Paid_Sick_Days_Poster_Template_(11_2014).pdf)

^{xvii} The Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") went into effect on July 1, 2015. See Cal. Lab. Code §§ 245 et seq. Employers with paid leave or paid time off policies existing prior to July 1, 2015 are not required to provide additional paid sick days, so long as the existing policy provides leave that may be used "for the same purposes and under the same conditions" as specified in the HWHFA. The policy also must follow either the accrual, carry over, and use requirements of the HWHFA, or provide no less than three days of paid sick leave (or equivalent paid leave or paid time off) for an employee to use for each year of employment.

^{xviii} In general terms, the law requires employers to provide and allow employees to use at least 24 hours or three days of paid sick leave per year. Employers adopting new policies to comply with the law may choose whether to have an "accrual" policy or a "no accrual/up front" policy (an example of this type of policy is provided in italics below).

^{xix} Please note that under the accrual method, the law allows employers to limit an employee's use of paid sick leave to 24 hours or three days during a year.

^{xx} In lieu of calculating accrual on an hourly basis, employers may offer employees sick time in a lump sum at the beginning of the year. (This does not include initial hires, where the lump sum does not need to be available for use until the 120th day of employment.). Under this lump sum method, the employer must provide at least 24 hours or three days of paid sick leave per year and the full amount of this leave must be available for the employee's use from the beginning of each year of employment, calendar year, or 12-month period. Note: the employer determines how the year will be calculated, whether it tracks a typical calendar year, fiscal year, or other 12-month period. Under the lump sum method, employers are not required to carryover unused sick leave to the following year.

^{xxi} Employers must show how many days of sick leave an employee has available on his/her pay stub, or on a document issued the same day as his/her paycheck. If an employer provides unlimited paid sick leave or unlimited paid time off, the employer may indicate "unlimited" on the employee's pay stub or other document provided to the employee the same day as his/her wages.

Employers also must keep records showing how many paid sick days an employee earned and used for three years. This information may be stored on documents available to employees electronically.

^{xxii} State law does not require employers to compensate employees who are absent because of jury service. Many employers do, however, have jury-leave policies that provide compensation to employees for the time they are needed at court for jury service.

Exempt employees who work any portion of a week in which they also take leave for jury duty must be paid their full week's salary under the Fair Labor Standards Act (FLSA).

[xxiii](#) The FMLA does not impose a minimum duration for medical leave, family care leave, or for military family leave. The FMLA regulations provide that, in general, an employee may not be required to take more FMLA leave than necessary to address the circumstance that precipitated the need for the leave. However, under both the FMLA and the CFRA regulations, an employer may limit leave increments to the shortest period of time that the employer's payroll system uses to account for absences or use of leave provided that it is not greater than one hour. See 29 C.F.R. § 825.205(a); see also 2 Cal. Code Reg. § 11090(e).

[xxiv](#) Both the 2013 FMLA regulations and revised CFRA regulations effective July 1, 2015 require an employee to make a "reasonable effort" to schedule treatment to avoid unduly disrupting the employer's operations. See 29 C.F.R. § 825.203; 2 Cal. Code Reg. § 11090(c)(2).

[xxv](#) Under California law, a company cannot require leave taken for the birth, adoption, or foster care placement of a child to be taken in one continuous 12-week period. See 2 Cal. Code Reg. § 11090(d). However, the basic minimum duration for each period of such leave is two weeks, except that the employee may request and the employer must grant leave of less than two weeks duration on any two occasions. *Ibid.*

[xxvi](#) California Unemployment Insurance Code § 3300 et seq. provides Paid Family Leave (PFL) benefit payments to qualified employees who take time away from work to care for a seriously ill child, grandchild, spouse, registered domestic partner, sibling, parent, parent-in-law, grandparent, or to bond with a new child. Employees taking such time away are entitled to up to six weeks of pay in any 12-month period. PFL benefits replace approximately 55% of the employee's wages. This payment is financed entirely through employee contributions. Employee contributions for short-term disability will be increased to provide funding for this program. PFL benefits are benefit payments, and do not provide a right to take a leave of absence; therefore, they do not provide job protection or job restoration rights. However, the period of PFL benefits may run concurrently with any leave taken by the employee pursuant to the FMLA or CFRA. Employers are required to provide notice of this program to their employees. Employers may require employees to use up to two weeks of accrued but unused vacation or PTO before receiving PFL benefits. However, once an employee receives PFL benefits, if they are provided in connection with a family member's serious health condition or to bond with a new child, the revised CFRA regulations effective July 1, 2015 provide that the employee is not on "unpaid leave," presumably (as it seems the regulations intended to say) to the extent the employee is taking CFRA leave. See 2 Cal. Code Reg. § 11092(b)(3). As such, employers cannot require substitution of any paid time off benefits, whether accrued PTO, vacation, or sick leave during such period. See 2 Cal. Code Reg. § 11092(b). At the same time, unless otherwise prohibited by law, the parties may agree that the employee will use available paid time off benefits to supplement such partial wage replacement benefits. See 2 Cal. Code Reg. § 11092(b)(1).

[xxvii](#) Alternatively, this provision could state "Leave to care for or bond with a newborn child or for a newly placed adopted or foster child may only be taken intermittently with the employer's approval and must conclude within 12 months after the birth or placement of the child with the employee."

[xxviii](#) The regulations interpreting the FEHA provide that an employee returning from pregnancy-related disability leave must be returned to her original job (subject to the exceptions discussed below). See 2 Cal. Code Reg. § 11043(a).

The FEHA regulations state that the reinstatement duty does not apply if either (1) the employee would not otherwise have been employed in her position at the time reinstatement is requested due to legitimate business reasons unrelated to the employee's pregnancy-related disability leave, or (2) each means of preserving the job for the employee (such as leaving it unfilled or filling it with a temporary employee) would substantially undermine the employer's ability to operate the business safely and efficiently. See 2 Cal. Code Reg. § 11043.

The FEHA regulations also provide that if the employer is excused from returning the employee to her original job, the employer must provide the employee with a comparable position, unless either (1) there is no comparable position available, or (2) for an employer whose employee takes a pregnancy-related disability leave which does not qualify as a FMLA leave, a comparable position is available, but filling the available position with the returning employee would substantially undermine the employer's ability to operate the business safely and efficiently. See 2 Cal. Code Reg. § 11043.

[xxix](#) Employees who are disabled within the meaning of the ADA or FEHA may be entitled to unpaid leaves of

absence as a form of reasonable accommodation. See Cal. Gov. Code § 12940(m); 2 Cal. Code Reg. § 11068. For example, once an employee exhausts a 4-month pregnancy-related disability leave under the FEHA, she may be entitled to take additional leave under the ADA and/or FEHA if she is a qualified individual with a disability (which may or may not be pregnancy-related) and leave would be a reasonable accommodation. 2 Cal. Code Reg. §§ 11047, 11093(e).

[xxx](#) California law does not require employees in private sector to be given bereavement leave. However, California state employees may take up to 3 paid days of bereavement leave. See Cal Gov. Code § 19859.3

[xxxi](#) This is a requirement per Cal. Elec. Code § 14000.

[xxxii](#) Employers who are covered by the federal Drug-Free Workplace Act of 1988 (DFWA), 41 U.S.C. § 8102 et seq., which applies to all employers who receive federal grants or who receive contracts for the procurement of any property or services—other than “commercial items”—of a value greater than \$100,000, must agree to provide a drug-free workplace. 41 U.S.C. §§ 134, 8102(a)(1), 8103(a).

Similarly, California has enacted the Drug-Free Workplace Act of 1990 (CDFWA), Cal. Gov. Code § 8350 et seq., which applies to all persons or organizations “awarded a contract or a grant for the procurement of any property or services from any state agency.” Cal. Gov. Code § 8355. Both the DFWA and the CDFWA require delivery and publication of a statement to employees, notifying them of drug-related conduct that is prohibited by the employer and specifying actions that can be taken against employees for engaging in the prohibited conduct. See 41 U.S.C. §§ 8102(a)(1)(A), (C), 8103(a)(1)(A), (C); see also Cal. Gov. Code § 8355(a)(1), (3).

[xxxiii](#) See Cal. Lab. Code § 1025. Every private employer regularly employing 25 or more employees shall reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that this reasonable accommodation does not impose an undue hardship on the employer.

[xxxiv](#) California law generally prohibits smoking in all enclosed places of employment. See Cal. Lab. Code § 6404.5.

[xxxv](#) While not every company needs this policy, some organizations that emphasize marketing, sales, and interaction with customers and the general public believe it is important for employees to maintain a professional appearance. Because policies and practices concerning dress and grooming rules have frequently been the focus of discrimination claims, this guideline should be used only if necessary.

Also note that in 2003, the California Legislature enacted a provision requiring employers to allow transgendered employees to appear and dress according to the employee’s actual or perceived sex. See Cal. Gov. Code § 12949. This provision, however, does not limit an employer’s ability to otherwise require compliance with reasonable workplace appearance, grooming, and dress standards.

[xxxvi](#) California employers have long been required to reasonably accommodate specific dress or grooming practices that result from an employee’s religious beliefs and practices. See, e.g., *Bhatia v. Chevron U.S.A., Inc.* (9th Cir. 1984) 734 F.2d 1382, 1383 (“no beard” rule challenged as applied to Sikhs; employer reasonably attempted to accommodate employee’s religious beliefs).

[xxxvii](#) Employers need to be careful about disciplining employees for revealing compensation data and financial information – it could be misconstrued to be a limitation on employees’ ability to discuss salary and benefit information (i.e., concerted activity under National Labor Relations Act).

[xxxviii](#) An increasing number of state and federal laws mandate the protection of personal information about employees and other individuals. For example, California law requires businesses to “implement and maintain reasonable security procedures and practices” to safeguard the “personal information” of California residents. See Cal. Civ. Code § 1798.81.5.