

# Employee Handbook

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U.S. Employees

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# 1. The Way We Work

## 1.1. A word about this Handbook

This Employee Handbook contains information about the employment policies and practices of the Corporation. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the Corporation. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The Corporation retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Corporation. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

The Corporation reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and approved by the Executive Director. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

**OUR CORPORATION IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE CORPORATION MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE CORPORATION IS AUTHORIZED TO ENTER INTO AN AGREEMENT— EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT APPROVED BY THE BOARD OF DIRECTORS AND SIGNED BY THE CHAIR OR THE EXECUTIVE DIRECTOR OF THE CORPORATION.**

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

## 1.2. Equal Employment Opportunity

Our Corporation is committed to equal employment opportunity for every applicant and employee. We will not discriminate against employees or applicants for employment on any legally-recognized basis [“protected class”] under applicable federal, state, or local law including but not limited to race, color, sex, age, religion, national origin, sexual orientation, disability status, military or veteran status, domestic violence victim status, or any other status protected by law. This policy includes recruiting, hiring, working conditions, benefits, training programs, promotions, and all other terms and conditions of employment.

In recruiting and selecting employees, the Corporation furthers the principles of equal employment by seeking talented and competent persons who are suited for a specific position by reason of training, experience, character, personality, intelligence and general ability. The Corporation does not consider any protected status in recruiting and selecting employees.

Promotions are based on an employee’s past performance and qualifications to assume additional responsibilities determined without regard to, or consideration of, the individual’s protected class or status. When necessary under the California Fair Employment and Housing Act and the Americans with Disabilities Act, the Corporation will reasonably accommodate an employee or applicant with a disability if the employee or applicant is otherwise qualified to safely perform all of the essential functions of the position. The Corporation will also reasonably accommodate an employee’s pregnancy and related medical conditions to the same extent as it would accommodate other disabilities. The Corporation will provide reasonable accommodations regarding workplace safety for an employee or applicant who is a known victim of domestic violence, sexual assault, or stalking, as required by California law.

You may discuss equal employment opportunity related questions with your supervisor or any other member of management.

## 1.3. A Word About our Employee Relations Philosophy

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

We have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can resolve any difficulties that may arise and develop a mutually beneficial relationship.

## 1.4. Non-Harassment, Discrimination, and Retaliation

We prohibit harassment of, discrimination against, and retaliation against any employee by another employee, supervisor or third party (including, but not limited to prospective applicants, volunteers, interns, vendors, independent contractors, and anyone doing business with the Corporation) for any reason, including based on a “protected class” under applicable federal, state, or local law including, but not limited to race, religion, religious creed, color, national origin, ancestry, physical or mental disability, including HIV and AIDS, medical condition, marital status, sexual orientation, military or veteran status, age, genetic information, sex, gender, gender identity, gender expression, domestic violence victim status, pregnancy, denial of Family and Medicare Care Leave or any other unlawful basis.

The purpose of this policy is not to regulate the personal morality of employees. It is to ensure that in the workplace, no employee or third party harasses, discriminates against, or retaliates against another for any reason or in any manner. The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voice mail, chat rooms, Internet use or history, text messages, pictures, images (such as derogatory posters, photography, cartoons, drawings, or gestures), writings, or verbal conduct (such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations, jokes, or comments).

Any employee who believes that (s)he has been harassed, discriminated against, or retaliated against, or observes behavior (s)he believes to be in violation of this policy, should report the situation immediately to the Executive Director, Human Resources, their manager or a member of management with whom the employee feels comfortable. If an employee makes a report to any of these members of management and the manager either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other members of management designated in this policy to receive complaints, or to a member of the Board of Directors.

The Corporation will immediately cause qualified personnel to undertake a fair, timely, thorough and objective investigation of all such reports and maintain confidentially to the extent possible. The Corporation will not retaliate against anyone for reporting any incidents of harassment, discrimination or retaliation, for making any complaints of harassment, discrimination or retaliation, or for participating in any investigation.

Violations of this policy are not permitted and may result in disciplinary action, up to and including discharge. If an employee has violated this policy, the Corporation will take remedial action commensurate with the severity of the offense. The Corporation will also take action to deter any further harassment, discrimination and/or retaliation, and will remedy any loss to the complaining employee resulting from such conduct.

The California Department of Fair Employment and Housing (“DFEH”) and the U.S. Equal Opportunity Commission (“EEOC”) investigate and may prosecute complaints of harassment. An employee may have a claim of harassment even if (s)he has not lost a job related or economic benefit. Whenever an employee thinks (s)he has been harassed or discriminated

against or that (s)he has been retaliated against for resisting or complaining, that employee may file a complaint with the DFEH or the EEOC. The nearest DFEH office can be found online at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and the nearest EEOC office can be found online at [www.eeoc.gov](http://www.eeoc.gov). The Corporation expects its employees to act in a professional and respectful manner at all times.

## 1.5. Sexual Harassment

Any type of sexual harassment is against Corporation policy and may be unlawful.

We firmly prohibit sexual harassment of any employee by another employee, supervisor or third party. Harassment of third parties by our employees is also prohibited. The purpose of this policy is not to regulate the morality of employees. It is to ensure that in the workplace, no employee is subject to sexual harassment. While it is not easy to define precisely what sexual harassment is, it may include: unwelcome sexual advances, requests for sexual favors, and/or verbal or physical conduct of a sexual nature including, but not limited to, sexually-related drawings, pictures, jokes, teasing, e-mails, text messages, uninvited touching or other sexually-related comments. The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voice mail, chat rooms, Internet use or history, text messages, pictures, images, writings, words or gestures.

Sexual harassment of an employee will not be tolerated. Violations of this policy may result in disciplinary action, up to and including discharge. There will be no adverse action taken against employees who report violations of this policy in good faith or participate in the investigation of such violations.

Any employee who believes that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated as confidentially as possible.

1. Any employee who believes that (s)he is a victim of sexual harassment or has been retaliated against for complaining of sexual harassment, should report the situation immediately to the Executive Director, Human Resources, their manager, or a member of management, each of whom have been designated to receive such complaints. If an employee makes a report to any of these members of management and the manager either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other members of management designated in this policy to receive complaints, or to a member of the Board of Directors.
2. The Corporation will investigate every reported incident immediately. Any employee, supervisor or agent of the Corporation who has been found to have violated this policy may be subject to appropriate disciplinary action, up to and including immediate discharge.

3. The Corporation will conduct all investigations in a discreet manner. The Corporation recognizes that every investigation requires a determination based on all the facts in the matter. We also recognize the serious impact a false accusation can have. We trust that all employees will act responsibly.
4. The reporting employee and any employee participating in any investigation under this policy have the Corporation's assurance that no reprisals will be taken as a result of a sexual harassment complaint. It is our policy to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

## 1.6. Categories of Employment

FULL-TIME EMPLOYEES regularly work 32 hours or more each week

PART-TIME EMPLOYEES work less than 32 hours each week.

In addition to the preceding categories, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay, are required to maintain time records, and are required to take certain meal and rest periods as required by applicable federal and state law.

EXEMPT EMPLOYEES are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, your supervisor will notify you of your employment classification.

## 1.7. Immigration Reform and Control Act

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our Corporation is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Corporation.

WCI, Inc. is a participant in the Federal [E-Verify](#) program.

## 1.8. New Employee Orientation

Upon joining our Corporation, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to your supervisor. You will be asked to complete personnel, payroll and benefit forms.

The current handbook can be found on the company SharePoint drive in the "Documents" folder under the "Admin" tab. If you have trouble locating it or would like a printed copy, please contact Human Resources.

Your supervisor is responsible for the operations of your department. (S)he is a good source of information about the Corporation and your job.

## 1.9. Talk to Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your supervisor is able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, request a meeting with the Executive Director. (S)he will review the issues and meet with you to discuss possible solutions.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.

## 2. Your Pay and Progress

### 2.1. Recording Your Time

All non-exempt employees must record their hours in WCI, Inc.'s time keeping software at the end of each work day, including time out and in from meal periods. Time keeping will be reviewed and approved by your supervisor and the Assistant Executive Director or Human Resources each pay period. Full time non-exempt and exempt employees who are eligible for paid time off for holidays, vacation, sick leave or other paid time off as described in this handbook shall request time off through WCI, Inc.'s timekeeping software. Unpaid time off as

allowed under the provisions of this handbook shall also be recorded in the timekeeping software as well. The workweek starts at midnight Sunday and ends at midnight Saturday

## 2.2. Payday

You will be paid semimonthly on the 5th of the month and the 20th of the month for the periods that have ended on the last day of the month and the 15th of the month respectively.

When our payday is a holiday, you will be paid on the last working day prior to the holiday. If our payday falls on a weekend, you will be paid on the Friday prior to the weekend.

Please review your paycheck for errors. If you find a mistake, report it to Human Resources immediately. Human Resources will assist you in taking the steps necessary to correct the error.

## 2.3. Paycheck Deductions

The Corporation is required by state and federal law to make certain deductions from your paycheck each pay period. Such deductions include federal and state taxes, Medicare and Social Security (FICA) deductions. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of the Corporation that exempt employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable. However, the Corporation may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law, immediately.

Thus, exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability; or
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences; or
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted; or
- Suspensions of one or more full days for violations of safety rules of major significance; or

- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence; or
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary; or
- Any unpaid leave taken under the Family and Medical Leave Act; or
- Negative paid-time-off balances, in whole-day increments only.

If questions or concerns about any pay deductions arise, employees may discuss and resolve them with the Executive Director.

## 2.4. Garnishment/Child Support

When an employee's wages are garnished by a court order, our Corporation is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our Corporation will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

## 2.5. Direct Deposit

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

## 2.6. Performance Reviews

Your performance is important to our Corporation. Once each year, your supervisor will review your job progress within our Corporation and help you set new job performance plans. Our performance review program provides the basis for better understanding between you, your supervisor, and the Corporation as a whole, with respect to your job performance, potential and development within the Corporation.

The Board of Directors shall conduct an annual review of the Executive Director's performance.

## 2.7. Job Descriptions

The Corporation maintains a job description for each position in the Corporation. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. The Corporation reserves the right to change and amend the duties and/or responsibilities of a position with or without notice. If you have any questions or wish to obtain a copy of your position's job description, please see the Executive Director.

## 2.8. Pay Advances

Pay advances will not be granted to employees.

## 2.9. Overtime

There will be times when you will need to work overtime so that we may meet the needs of our clients. Although you will be given advance notice when feasible, this is not always possible. Non-exempt employees must have all overtime approved in advance by their supervisor when it is reasonably anticipated.

Generally, unless an alternate workweek is in effect or state law dictates otherwise, non-exempt employees will be paid at a rate of time and one-half their regular hourly rate for: (1) hours worked in excess of eight hours in a day; (2) hours worked in excess of 40 hours in a week not compensated as daily overtime; and (3) for the first eight hours of work on the seventh consecutive day of work in a single workweek; and at a rate of double their regular hourly rate for: (a) hours worked in excess of 12 hours in a day; and (b) hours worked in excess of eight hours on the seventh consecutive day of work in a single workweek. These guidelines will apply unless applicable state law provides a greater benefit in which case, we will comply with the applicable state law.

We will allow non-exempt employees to make up time for work missed because of their personal obligations. Employees who wish to do so must provide their supervisor with a written request prior to each occasion that they desire to make up time. If the request is granted, the time off will be without pay. Makeup time may be worked in advance of the missed time, but must be worked within the same work week as the missed time. An employee who is working make up time hours may not work over 11 hours in one day as part of make-up time, and such hours will be paid as straight time and not as overtime.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with your supervisor or Human Resources.

## 2.10. Reporting Time Pay

The Corporation will make every effort to notify non-exempt employees in advance when it is not necessary to report to work. These circumstances may include inclement weather, fire, flood, power outage, lack of work, etc. In the event you report for work without being notified in advance that your services are not needed, you will be compensated in accordance with applicable state and federal wage and hour laws.

## 3. Time Away From Work and Other Benefits

### 3.1. Employee Benefits

Our Corporation has developed an employee benefits program with certain benefits applicable to certain categories of employees. Not all benefits are provided for part-time, non-exempt employees.

This Employee Handbook provides a general description of the current benefit plans maintained by the Corporation. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The Corporation reserves the right to modify its benefits at any time. We will keep you informed of any changes.

### 3.2. Holidays

Our Corporation observes the following seven holidays during the year:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (3rd Monday in January)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Thanksgiving Day (4th Thursday in November)
- Christmas (December 25)

In addition, employees will receive three additional paid holidays from the following list of optional holidays. Employees must obtain supervisor approval in advance for their requested optional holidays.

- President's Day (3rd Monday in February)
- Cesar Chavez Day (March 31)
- Columbus Day (2nd Monday in October)
- Veteran's Day (November 11)
- Day After Thanksgiving Christmas Eve (December 24)
- Day after Christmas (December 26)

If one of the above holidays falls on Saturday, it normally is observed on the preceding Friday. If a holiday falls on Sunday, it normally is observed on the following Monday.

Full-time employees and part-time exempt employees are eligible for paid holidays immediately upon hire. Part-time exempt employees will be compensated paid holidays on a pro-rated basis based on the number of hours they work each week. For example, a half-time exempt employee will be paid half time for a paid holiday. Part-time, non-exempt employees are not eligible for paid holidays.

### 3.3. Vacation

All full-time employees and part-time exempt employees are eligible for paid vacation as follows. Part-time, non-exempt employees are not eligible for paid vacation.

**Table 1. Vacation Leave Accrual for Full-Time Employees**

Years of Experience with WCI, Inc.	Accrued Hours of Vacation per Month
Less than 3 years	10 hours
Between 3 and 6 years	12 hours
6 years or more	13.33 hours

Vacation leave accrual will be prorated for partial months worked. Vacation leave accrual will be prorated for full-time employees who work less than 40 hours per week (i.e., a full-time employee who works 32 hours per week will accrue leave at the rates shown above times 0.8).

Employees may not at the end of any pay period exceed a balance of vacation time of 160 hours. Once the maximum amount of vacation time balance is met (160 hours), accrual will cease and the employee will become eligible to resume accruing vacation time when the balance is below the maximum. Upon termination, unused accrued vacation leave, up to the maximum (160 hours) will be paid at the employee's final rate of pay.

Part-time exempt employees will accrue vacation on a pro-rated basis equivalent to the vacation benefit for full time employees who work 40 hours per week. For example, a part-time exempt employee who works 20 hours per week will accrue vacation time at one-half the rate described above. The maximum vacation time balance will be similarly prorated for part-time exempt employees.

Employees should submit vacation requests in writing at least two weeks in advance to their supervisor. When possible, vacation requests are granted, taking in to account operating requirements. Length of employment may determine priority in scheduled vacation times. Employees who are out on an unpaid leave of absence do not accrue vacation time while they are on their leave.

Planned vacations of more than two weeks require approval at least one month in advance.

### 3.4. Sick Days

All employees are eligible for paid sick days as follows:

Full-time employees will accrue (8) hours of sick leave each month. Sick leave accrual will be prorated for full-time employees who work less than 40 hours per week (i.e., a full-time employee who works 32 hours per week will accrue leave at the rates shown above times 0.8).

Employees accrue sick leave from their first day of employment and are eligible to use accrued sick leave upon completion of 90 days of employment. Employees may not at the end of any pay period exceed a sick leave balance of 120 hours. Once the maximum sick leave balance is met (120 hours), accrual will cease and the employee will become eligible to resume accruing sick leave when the balance is below the maximum.

Part-time exempt and non-exempt employees will accrue sick leave on a pro-rated basis equivalent to the sick leave benefit for full time employees who work 40 hours per week. For example, a part-time exempt employee who works 20 hours per week will accrue sick leave at one half the rate described above. The maximum sick leave balance will be similarly prorated for part-time employees.

Sick leave accrual will not be paid upon termination. However, the Corporation will restore to the employee any accrued, unused paid sick leave if the employee is rehired within one year of separation. Sick leave use in excess of five (5) consecutive working days may require the approval of the Executive Director.

An employee may use sick leave for an employee's own or a family member's diagnosis, care or treatment of an existing health condition, or preventative care. For purposes of this Policy, the term "family member" means the employee's spouse or registered domestic partner, child, stepchild, adopted or foster child, legal ward or child to whom the employee stands in loco parentis, parent, stepparent, person who stood in loco parentis when the employee was a child, grandparent, grandchild, or sibling. An employee who is a victim of domestic violence, sexual assault or stalking may also use sick leave to seek aid, treatment or related assistance.

An employee who is unable to report to work due to illness or injury must provide reasonable advance notice as soon as practicable. The employee must also notify his or her supervisor on each additional day of absence. This notice may be either oral or written. If an employee does not provide the appropriate notice, the employee may be subject to discipline.

### 3.5. Pregnancy Disability Leave

Female employees are entitled to a disability leave during the time they are disabled due to pregnancy, childbirth or related medical conditions. This leave will be for the period of disability, up to four months. The employee, if possible, should provide the Corporation with at least 30 days' notice of the leave. The employee must also include written certification from the employee's health care provider stating the anticipated delivery date and the duration of

the leave. Once the employee's disability has ended, any further leave will be designated as a family and medical leave, where applicable. An employee must provide a release from her health care provider before returning to work. The Corporation will reinstate the employee to her position unless:

- The employee's job has ceased to exist for legitimate business reasons;
- The employee has directly or indirectly indicated her intention not to return;
- The employee is no longer able to perform the essential functions of the job with or without reasonable accommodation;
- The employee has exceeded the length of the approved leave; or
- The employee is no longer qualified for the job.

Employees must use accrued sick leave, but may, at their option, choose to use vacation leave. Sick leave and vacation will supplement any State Disability or Paid Family Leave Insurance benefits. The Corporation will maintain group health benefits as required by law. No additional vacation, sick leave, or holiday pay will accrue during the unpaid portion of the leave.

It is the Corporation's policy to reasonably accommodate an employee's pregnancy and related medical conditions to the same extent as it accommodates other disabilities, as required by law.

### 3.6. Family and Medical Leave

Consistent with the California Family Rights Act ("CFRA"), the Corporation provides family and medical leave as follows.

#### **Eligibility and Terms of Leave**

Employees who have worked at least 12 months, and who have worked at least 1,250 hours in the previous 12 months, are generally eligible to take a family care and medical leave of absence of up to 12 work weeks in a 12-month period. This rolling 12-month period begins on the date the employee's family and medical leave begins, and ends 12 months after that date.

Eligible employees may take a family and medical leave under this policy for any one of the following reasons:

1. To care for the employee's own serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions (see policy regarding Pregnancy Disability Leave for leave taken for disability on account of pregnancy, childbirth, or related medical conditions);

2. To care for the employee's child, parent, grandparent, grandchild, sibling, spouse or domestic partner who has a serious health condition;
3. For the birth of a child of the employee or the placement of a child in connection with the adoption or foster care of the child by the employee; or
4. For a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

A child includes a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. A parent includes a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. A sibling includes a person related to another person by blood, adoption, affinity, or through a common legal or biological parent.

If the family and medical leave is needed for a foreseeable planned medical procedure, the Corporation and employee will work together to schedule the time off so as not to unduly disrupt Corporation operations, subject to the approval of the health care provider. Where both parents are employed by the Corporation, they are each entitled to 12 work weeks of family and medical leave in order to care for a newborn child or newly-placed child in connection with adoption or foster care.

### **Applying for Leave**

If possible, an employee should give at least 30 days' notice before beginning a family and medical leave. This notice must include a written certification from a health care provider which includes the following information:

1. The date on which the serious health condition began;
2. The probable duration of the condition;
3. If the leave is for the employee's serious health condition, a statement by the health care provider that the employee is unable to perform one or more of the essential functions of the job, due to the employee's serious health condition.
4. If the leave is for the care of the employee's family member, the estimated amount of time the health care provider believes the employee needs in order to care for the family member and a statement that the serious health condition warrants the participation of the employee;
5. If the leave is needed related to a family member in the Armed Forces, written documentation supporting the need for leave, e.g., a call or order to covered active duty.

## **Return to Work**

When an employee is ready to return to work after a family and medical leave under this policy for the employee's own serious health condition, the employee must provide certification from the employee's health care provider that he or she is able to safely perform all of the essential functions of his or her position with or without reasonable accommodation. Except as otherwise allowed by law, an employee is entitled, upon return from leave, to be reinstated in the position he or she held before the family and medical leave began, or to be placed in a comparable position with comparable benefits, pay, and terms and conditions of employment.

## **Integration with Other Benefits**

Family and medical leave is unpaid. Except as otherwise provided by law, employees are required to use accrued vacation for all family and medical leaves under this policy, and are required to use accrued sick leave for family and medical leaves taken under this policy for the employee's own serious health condition. Employees may elect to use accrued sick leave for family and medical leaves under this policy related to the care of family members. The use of accrued vacation and/or sick leave runs concurrently with family and medical leave and does not extend leave entitlement beyond 12 work weeks in a 12-month period.

Where permitted by law, accrued vacation and sick pay will supplement any State Disability Insurance, Paid Family Leave Insurance, and/or Workers' Compensation benefits. No additional vacation, sick leave, or holiday pay will accrue during the unpaid portion of the leave.

## **Reasonable Accommodation Following Family and Medical Leave**

The Corporation is committed to complying with all laws that protect qualified individuals with disabilities and/or medical conditions. Both during and after the conclusion of an employee's family and medical leave, the Corporation will reasonably accommodate the known physical or mental disability and/or medical condition of a qualified individual, provided the requested accommodation does not create an undue hardship or pose a direct threat to the health or safety of others in the workplace or to the requesting employee. This may result in the continuation of unpaid leave, workplace modifications upon an employee's return to work, transfer to a position consistent with the employee's restrictions, and other reasonable accommodations. Both the employee and the employer must engage in the interactive process regarding possible accommodations.

The Corporation's provision of reasonable accommodations, including continued unpaid leave, following the conclusion of an approved family and medical leave does not extend the employee's reinstatement rights unless otherwise required by law.

## **Relationship with Pregnancy Disability Leave**

The provisions of this family and medical leave policy are separate and distinct from those of the pregnancy disability leave to which an employee may also be entitled. Please see the

Corporation's policy regarding Pregnancy Disability Leave or contact Human Resources for more information.

### 3.7. Jury Duty

Employees summoned for jury duty are granted leave in order to serve if they give reasonable advance notice to their supervisor that they will need time off to serve. Five (5) days of paid leave are provided for jury duty. Any additional time off to serve on jury duty shall be unpaid.

We reserve the right to request proof of jury service issued by the Court upon return.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with your supervisor as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours for each full or partial workday.

### 3.8. Voting Leave

Our Corporation believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her three consecutive hours either between the opening of the polls and the beginning of his or her shift or between the end of his or her shift and the close of the polls will be allowed to take time off without a deduction in pay in order to vote. We reserve the right to select the hours you are excused to vote.

You must notify your supervisor of the need for voting leave.

### 3.9. Military Leave

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation may be used for this leave if the employee chooses. Military orders should be presented to your supervisor and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the Corporation unless military necessity makes this impossible. You must notify your supervisor

of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from Human Resources.

### 3.10. Volunteer Firefighter Leave (California Employees)

Employees who serve as volunteer firefighters may be eligible for unpaid leave up to 14 days per calendar year for the purpose of engaging in fire or law enforcement training.

Employees who take leave should provide the Corporation with a written statement from the chief of the employee's fire department verifying the time, date, and duration of the training. This form shall be turned into your supervisor as soon as is reasonable.

### 3.11. Witness Leave

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law. We ask that you notify your supervisor of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

### 3.12. Bereavement Leave

All employees who have completed three months of employment are eligible for three paid days of leave for the death of an immediate family member.

Members of the immediate family include spouses, domestic partners, parents, stepparents, brothers, stepbrothers, sisters, stepsisters, children, stepchildren, children of domestic partners, grandchildren, grandparents, parents-in-law and parents of domestic partners.

Requests for bereavement leave should be made to your supervisor as soon as possible. Our Corporation reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

### 3.13. Medical, Dental, and Vision Care Benefit

WCI, Inc. provides medical, dental, and vision care benefits as described in the Corporation's plan documents. Benefits are provided that balance affordability for both the employee and the Corporation, and may be revised. Plan documents may be obtained from Human Resources.

No medical, dental or vision care benefit is provided for part-time employees.

Upon discharge you may be entitled to continuation or conversion of your medical, dental, and/or vision care plan(s) in accordance with the terms of the policy and/or applicable state and federal law, however there is no benefit for the costs of any continuation or conversion of medical, dental and/or vision insurance after you leave the Corporation.

### 3.14. Flexible Spending Account

Our Corporation offers a Flexible Spending Account (FSA) option for employees consistent with federal and state law.

An FSA is a benefit plan that allows you to make contributions to an account that can be used to cover certain eligible medical and childcare expenses on a "before tax", rather than an "after tax" basis. Your contributions are deducted from your gross pay before income tax and Social Security is calculated.

Information on the plan and eligibility is available from Human Resources.

### 3.15. Retirement Plan

Our Corporation offers a retirement benefit for full-time employees upon hire. Part-time employees may become eligible for this benefit after working for the Corporation for certain periods of time as provided for in federal law.

The retirement benefit provided is a 401(k) plan with a safe harbor provision. WCI, Inc. will match employee contributions at 100% up to 5% of the employee's gross pay each pay period. Employees may be eligible to contribute additional, unmatched amounts in accordance with the rules for the 401(k) plan. Detailed information on the 401(k) plan benefit will be provided to you by Human Resources.

### 3.16. Disability Leave

Employees requesting leave must provide written notice of the disability, including a doctor's certificate stating the need for disability leave and the expected date of return to work. The Corporation will not seek genetic information in connection with requests for disability leave. All medical information received by the Corporation in connection with a request for leave under this policy will be treated as confidential.

We will continue benefits for medical, dental, and vision care for eligible employees on authorized disability leave for the duration of the Federally or State protected leave period. If the disability leave is not otherwise protected, WCI, Inc. will continue benefits for the first month of disability leave. During this time you will be responsible for paying your portion of the monthly premium(s). At the end of the protected leave period, medical, dental, and vision

care benefits from WCI, Inc. will cease and the employee will be responsible for maintaining their coverages by making all payments themselves. If the employee wishes to continue their existing coverage and make all payments, please contact Human Resources prior to your leave period ending.

When you are able to return to work, give us at least one week's advance written notice. Include a doctor's certificate stating that you are medically able to return to your normal duties with or without reasonable accommodation.

We will return you to the same or similar position you held prior to the disability leave, subject to our staffing and business requirements. Your continued absence from work beyond your disability (as determined by your physician) will be deemed a voluntary discharge of your employment.

This leave may run concurrently with any other leave where permitted by state and federal law.

### 3.17. State Disability Insurance (California Employees)

All employees are eligible for disability insurance benefits when a non-industrial illness, injury or pregnancy-related disability prevents them from working and they meet all the eligibility requirements.

The benefits are calculated as a percentage of your salary up to a weekly maximum as specified by law, for up to 52 weeks.

Employees who apply for this benefit must provide written notice of disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

You are responsible for filing your claim and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter or in person.

The cost of this insurance is fully paid by the employee through regular payroll deductions.

### 3.18. Paid Family Leave (California Employees)

The State of California may provide partial wage benefits to eligible employees for up to a maximum of eight weeks for the following reasons:

- To bond with a new child after birth or placement for adoption or foster care;
- To care for a serious health condition of an employee's child, parent, spouse, or registered domestic partner.

The Paid Family Leave Act provides benefits based on past quarter earnings for up to eight weeks in a 12-month period. The cost of the insurance is fully paid by the employee through regular payroll deductions. The 12-month period begins on the first day an employee submits a claim.

To be eligible for benefits, employees may be required to provide the State with medical and/or other information that supports a claim for time off to bond with a new child or to care for a child, parent, spouse or registered domestic partner with a serious health condition. In addition, there is a seven- calendar-day waiting period before benefits begin. As a condition of initial receipt of paid family leave benefits, you will be required to use any accrued PTO or vacation time, up to a maximum of two weeks. This use of PTO or vacation time will go, in part, towards the seven-calendar-day waiting period.

You are responsible for filing your claim for paid family leave benefits and other forms promptly and accurately with the Employment Development Department. A claim form may be obtained from the Employment Development Department by telephone, letter, the Internet or in person. All eligibility and benefit determinations are made by the Employment Development Department.

You may not be eligible for Paid Family Leave benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance or Workers' Compensation benefits.

The Paid Family Leave Act does not provide a right to leave, job protection or return to work rights. Further, this policy does not provide additional time off; rather, family leave insurance may provide compensation during an approved leave pursuant to any Corporation provided leave.

### 3.19. Social Security and Medicare

During your employment, you and the Corporation both contribute funds to the federal government to support the Social Security and Medicare programs. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

### 3.20. Unemployment Insurance

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from Human Resources.

### 3.21. Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your supervisor or Human Resources. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

If an employee is injured at work and is temporarily unable to perform his or her usual and customary work, the employee will be eligible to receive workers' compensation benefits. The employee must provide the Corporation with the certification from a recognized medical professional confirming the necessity of the leave within 14 days after the leave begins.

The leave will continue until (1) a recognized medical professional certifies that the employee is capable of resuming all of the duties of the employee's former position, with or without reasonable accommodation; (2) a recognized medical professional certifies that the employee is permanently precluded from returning to work in his or her prior position or performing some portion of his or her prior job (i.e., the medical condition is permanent and stationary); (3) the employee resigns, quits, accepts employment with another business, refuses to return to work after being released for full or partial work, or otherwise indicates that (s)he is not going to return to work; or (4) one year has passed and the employee is still not able to return to work in his or her prior position.

An employee on a workers' compensation leave which exceeds 30 days must update the Corporation on at least a monthly basis and provide information concerning his or her health status, anticipated date of return to work and continued intent to return to work. **IF AN EMPLOYEE DOES NOT COMPLY WITH THIS REPORTING REQUIREMENT, THE CORPORATION MAY TERMINATE THE EMPLOYMENT.** Workers' compensation disability leave is unpaid, but an employee may apply accrued vacation and sick leave to the workers' compensation disability leave. Accrued vacation and sick leave pay will supplement any workers' compensation or other wage benefits the employee receives. The Corporation will maintain an employee's group health benefits during the period of leave as may be required by law.

The Corporation will maintain an employee's group health benefits for that portion of leave that the employee is paid by the Corporation. For example, if an employee applies accrued vacation to supplement any workers' compensation or other wage benefits the employee receives, the Corporation will maintain an employee's group health benefits during the time the Corporation pays the employee for accrued vacation. However, consistent with the Corporation's group health benefits, the Corporation will not maintain an employee's group health benefits during an unpaid leave unless otherwise required by law. An employee may be eligible for continuation health care coverage under COBRA, at his or her cost.

An employee may return to work only after (s)he provides the Corporation with a release to work from the employee's physician. If the employee has been released without limitation, or is capable of performing the essential functions of his or her job with reasonable accommodation, the employee will be offered the same position (s)he held prior to the leave, unless that job no longer exists or has been filled in order for the Corporation to operate safely and efficiently. In this event, the employee will be offered a substantially similar position if one is available. If the Corporation receives medical evidence satisfactory to it that an employee will be permanently unable to resume safely all of the essential functions of his or her job, with or without reasonable accommodation, and if reassignment to a vacant position is not possible, the employee's employment will be terminated.

## 4. On the Job

### 4.1. Attendance and Punctuality

Attendance and punctuality are important factors for your success within our Corporation. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your supervisor as far in advance as is feasible under the circumstances, but before the start of your workday.

If you are absent for three days without notifying the Corporation, it is assumed that you have voluntarily abandoned your position with the Corporation, and you will be removed from the payroll.

### 4.2. Business Hours

Because of the nature of our business, your work schedule may vary depending on your job. Normal business hours are 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Check with your supervisor if you have questions about your hours of work.

### 4.3. Mealtime

All non-exempt employees who work five or more hours in a day are required to take a 30-minute unpaid duty-free meal period no later than the end of the fifth hour worked. An employee who works over ten hours in a day is required to take a second 30-minute unpaid duty-free meal period no later than the end of the tenth hour worked unless the employee elects to waive the second meal period as described below. Employees are completely relieved of their job responsibilities during their meal periods. Employees may leave the premises during meal breaks.

Non-exempt employees must clock out and in for their meal periods, or record the beginning and ending time of the meal period on their timesheet every day. If for any reason an employee is unable to take his or her assigned meal period, s/he must notify their supervisor immediately.

**Waiver of Meal Period.** Nonexempt employees may waive their meal periods only under the following circumstances. If an employee will complete their workday in six hours, the employee may waive their meal period. Additionally, employees who work more than ten hours in a day may be able to waive their second meal period, but only if they take their first meal period and they do not work more than 12 hours that day. Please speak to Human Resources for clarification on whether you are entitled to waive your second meal period. Employees may not waive meal periods to shorten their workday or to accumulate meal periods for any other purpose.

**On Duty Meal Period.** In limited situations, certain designated nonexempt employees may be required to work an on-duty meal period due to the nature of the employee's duties. Unless your supervisor directs you to take an on-duty meal period due to the nature of your job duties and you agree to an on-duty meal period in writing, you will not be permitted to take an on-duty meal period.

#### 4.4. Breaks

Employees will receive one, ten-minute paid break for every four hours worked or major fraction thereof. Rest breaks should generally be taken in the middle of each work period. Employees are not permitted to perform any work during rest breaks. Employees may leave the premises during rest and meal breaks. Employees are not permitted to perform any work during rest breaks. If for any reason an employee is unable to take his or her assigned rest break, s/he must notify their supervisor immediately.

#### 4.5. Lactation Breaks

The Corporation will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The Corporation will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their supervisor or Human Resources to request time to express breast milk under this policy. The Corporation reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. Anyone with knowledge of such a conflict or potential conflict should contact Human Resources.

#### 4.6. Standards of Conduct

Each employee has an obligation to observe and follow the Corporation's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the Corporation. The Corporation does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the Corporation's policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in Corporation activities or in Corporation vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; physical harassment; sexual harassment; disrespect toward fellow employees, visitors or other members of the public; performing outside work or use of Corporation property, equipment or facilities in connection with outside work while on Corporation time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

**Nothing in this policy is designed to modify our employment-at-will policy.**

#### 4.7. Access to Personnel Files

Upon request, you may inspect your own personnel file. Certain personnel documents are available through our payroll provider and available to employees at any time. Inspections will be held on Corporation premises in the presence of a Corporation official. Contact Human Resources to arrange a time to view these records. You will be permitted to review and copy records maintained in your personnel file. You are not permitted access to any letter related to a criminal investigation or any letter of reference maintained by the Corporation. If you disagree with the accuracy of any statement in the records and no correction can be agreed upon, you may submit an explanatory statement, which will be attached to the records. You will be allowed to have a copy of any document you have signed relating to your employment.

For more information, contact Human Resources.

#### 4.8. Client and Public Relations

Our Corporation's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that clients have toward our Corporation may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a client for granted, but if we do, we run the risk of losing not only that client, but his or her associates, friends or family who may also be clients or prospective clients.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

## 4.9. Solicitation and Distribution

In the interest of maintaining productivity and a proper business environment, employees may not distribute literature or other materials of any kind or solicit for any cause during the working time of any employee involved.

Employees may not distribute literature or other materials of any kind in working areas, at any time, whether or not the employees are on working time. Likewise, employees may not solicit for any cause during the working time of any employee involved.

Non-working time includes, but is not limited to, a lunch or break.

Non-employees are prohibited from soliciting or distributing materials on Corporation premises at any time.

## 4.10. Changes in Personal Data

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to the Human Resources promptly or updated in the online payroll system as soon as possible.

Employees are responsible for keeping all their personal data up to date

## 4.11. Care of Equipment

You are expected to demonstrate proper care when using the Corporation's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

## 4.12. Acceptable Use of Electronic Communications

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using Corporation communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic Communications" include, among other things, messages, images, data or any other information used in e-mail, instant messages, voice mail, fax machines, computers, personal digital assistants (including iPhone, tablets, or similar devices), text messages, pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "Systems."

Employees may use our Systems to communicate internally with co-workers or externally with clients, suppliers, vendors, advisors, and other business acquaintances for business purposes.

All Electronic Communications contained in Corporation Systems are Corporation records and/or property. Although an employee may have an individual password to access our Systems, the Systems and Electronic Communications belong to the Corporation. The Systems and Electronic Communications are accessible to the Corporation at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Our Systems and Electronic Communications are not confidential or private.

The Corporation's right to use, access, monitor, record and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Although incidental and occasional personal use of our Systems that does not interfere or conflict with productivity or the Corporation's business or violate policy is permitted, personal communications in our Systems are treated the same as all other Electronic Communications and will be used, accessed, recorded, monitored, and disclosed by the Corporation at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice, employees should not use our Systems for communication or information that employees would not want revealed to third parties.

Employees may not use our Systems in a manner that violates our policies including but not limited to Non-Harassment, Sexual Harassment, Equal Employment Opportunity, Protecting Corporation Information, and Solicitation and Distribution. Employees may not use our Systems in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of prohibited uses include, but are not limited to, sexually-explicit drawings, messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs, threats, or derogatory comments; or any other message or image that may be in violation of Corporation policies.

In addition, employees may **not** use our Systems:

- To download, save, send or access any discriminatory or obscene material;
- To download anything from the internet (including shareware or free software) without the advance written permission of your supervisor;
- To download, save, send or access any site or content that the Corporation might deem "adult entertainment;"
- To access any "blog" or otherwise post a personal opinion on the Internet;
- To solicit employees or others;
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the Corporation or any other person or entity;

- In connection with any infringement of intellectual property rights, including but not limited to copyrights; and
- In connection with the violation or attempted violation of any law.

An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Employees must always respect intellectual property rights such as copyrights and trademarks. Employees must not copy, use, or transfer proprietary materials of the Corporation or others without appropriate authorization.

All Systems passwords and encryption keys must be available and known to the Corporation. Employees may not install password or encryption programs without the written permission of their supervisor or Human Resources. Employees may not use the passwords and encryption keys belonging to others.

Numerous state and federal laws apply to Electronic Communications. The Corporation will comply with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Nothing contained herein shall preclude an employee from engaging in conduct protected by Section 7 of the National Labor Relations Act.

Violations of this policy may result in disciplinary action up to and including discharge as well as possible civil liabilities or criminal prosecution. Where appropriate, the Corporation may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask Human Resources for advance clarification.

### 4.13. Social Media

The Corporation has in place policies that govern use of its own electronic communication systems, equipment, and resources which employees must follow. The Corporation may also have an interest in your electronic communications with co-workers, clients, vendors, suppliers, competitors, and the general public on your own time. Inappropriate communications, even if made on your own time using your own resources, may be grounds for discipline up to and including immediate termination. We encourage you to use good judgment when communicating via blogs, online chat rooms, networking internet sites, social

internet sites, and other electronic and non-electronic forums (collectively “social media”). The following is a general and non-exhaustive list of guidelines you should keep in mind:

- 1 Make it clear that the views expressed in social media are yours alone. Do not purport to represent the views of the Corporation in any fashion
- 2 Do not disclose confidential or proprietary information regarding the Corporation, your co-workers or the Corporation's vendors and suppliers. Use of copyrighted or trademarked Corporation information, trade secrets, or other sensitive information may subject you to legal action. If you have any doubt about whether it is proper to disclose information, please discuss it with the Executive Director.
- 3 Do not use Corporation logos, trademarks, web addresses, email addresses or other symbols in social media. You may not use the Corporation name or other identifying information to endorse, promote, denigrate or otherwise comment on any product, opinion, cause or person.
- 4 Be respectful of the privacy and dignity of your co-workers. Do not use or post photos of co- workers without their express consent.
- 5 Harassing or discriminatory comments, particularly if made on the basis of gender, race, religion, age, national origin, or other protected characteristic, may be deemed inappropriate even if the Corporation name is not mentioned. If social media communications in any way may adversely affect your relationships at work or violate Corporation policy, you may be subject to discipline up to and including immediate termination under various Corporation policies.
- 6 Ensure that engaging in social media does not interfere with your work commitments.
- 7 Social media and similar communications have the potential to reflect on both you and the Corporation. We hope that you will show respect for our employees, clients, affiliates and competitors.

Nothing contained herein shall preclude an employee from engaging in conduct protected by Section 7 of the National Labor Relations Act.

#### 4.14. Policies and Procedures

Employees are required to follow all of the established policies and procedures of the Corporation, including, but not limited to the [following policies](#) that have been approved and adopted by the Board of Directors:

- Funds Management Policy
- Conflict of Interest Policy
- Retention of Business Records Policy

- Whistleblower Protection Policy
- Procurement Policy

In addition, employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Whether or not your job responsibilities place you in direct client contact, you represent the Corporation with your appearance as well as your actions.

The Corporation maintains a business casual environment. All employees should use discretion in wearing attire that is appropriate for the office and client interaction. Employees are asked to wear appropriately fitting clothing that does not expose the midriff.

#### 4.15. Protecting Corporation Information

Protecting our Corporation's information is the responsibility of every employee, and we all share a common interest in making sure information is not improperly or accidentally disclosed. Do not discuss the Corporation's confidential business or proprietary business matters, or share confidential, personal employee information with anyone who does not work for us such as friends, family members, members of the media, or other business entities. You may be required to sign a nondisclosure agreement as a condition of your employment, in accordance with state and federal law.

All telephone calls regarding a current or former employee's position/compensation with our Corporation must be forwarded to Human Resources.

The Corporation's address shall not be used for the receipt of personal mail.

#### 4.16. Conflict of Interest/Code of Ethics

A Corporation's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the Corporation, or any of its clients, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, Corporations or business entities. All employees are required to sign and adhere to the Corporation's "Ethical Guidelines and Conflict of Interest Policy."

The Corporation adheres to the highest legal and ethical standards applicable in our business. The Corporation's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the Corporation shall conduct their personal affairs such that their duties and responsibilities to the Corporation are not jeopardized and/or legal questions do not arise with respect to their association or work with the Corporation.

## 4.17. If You Must Leave Us

Should you decide to leave your employment with us, we ask that you provide the your supervisor or the Human Resources with at least one month's advance written notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the Corporation.

Employees, who are rehired following a break in service in excess of one year, other than an approved leave of absence, are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits, unless otherwise required by applicable law.

Additionally, all resigning employees will be asked to complete a brief exit interview prior to leaving. The exit interview is voluntary. All Corporation property, including this Employee Handbook, must be returned upon discharge. Otherwise, the Corporation may take action to recoup any replacement costs and/or seek the return of Corporation property through appropriate legal recourse.

You should notify the Corporation if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

## 5. Safety in the Workplace

### 5.1. Each Employee's Responsibility

Safety can only be achieved through teamwork at our Corporation. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor or Human Resources of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the Corporation's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your supervisor or any member of the management team.
6. Know the locations, contents and use of first aid and firefighting equipment.
7. Comply with OSHA standards and/or applicable state job safety and health standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

### 5.2. Workplace Violence

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to Corporation property in the event someone, for whatever reason, may be unhappy with a Corporation decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor or Human Resources at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the Corporation's investigation, may result in disciplinary action, up to and including discharge.

### 5.3. Workplace Searches

To protect the property and to ensure the safety of all employees, clients and the Corporation, the Corporation reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the Corporation's property. In addition, the Corporation reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the Corporation, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the Corporation.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the Corporation's security procedures or any other Corporation rules and regulations.

### 5.4. Smoking in the Workplace

Our Corporation is committed to providing a safe and healthy environment for employees and visitors. Smoking is allowed only in designated areas and never allowed inside any workspace.

Violations of this policy may result in disciplinary action, up to and including discharge.

### 5.5. No Weapons in the Workplace

Possession, use or sale of weapons, firearms or explosives on work premises, while operating Corporation machinery, equipment or vehicles for work-related purposes or while engaged in Corporation business off premises is forbidden except where expressly authorized by the Corporation and permitted by state and local laws. This policy applies to all employees,

including but not limited to, those who have a valid permit to carry a firearm. This policy does not apply to firearms stored in the employee's locked motor vehicle.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to the Executive Director or Human Resources immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

## 5.6. In an Emergency

Your supervisor or any available member of the management team should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke.

Should an emergency result in the need to communicate information to employees outside of business hours, the Executive Director or Human Resources will contact you. Therefore, it is important that employees keep their personal emergency contact information up to date. Notify the Human Resources when this information changes.

When events warrant an evacuation of the building, you should follow the instructions of the supervisor or any other member of management. You should leave the building in a quick and orderly manner.

You should assemble at the pre-determined location as communicated to you by the supervisor to await further instructions or information.

Please direct any questions you may have about the Corporation's emergency procedures to the Human Resources.

## 5.7. Substance Abuse

The Corporation has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the clients we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the Corporation the following substance abuse policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and

alcohol in the workplace including: on Corporation paid time, on Corporation premises, in Corporation vehicles, or while engaged in Corporation activities. Our employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are further prohibited from consuming alcohol during working hours, including meal and break periods.

Your employment or continued employment with the Corporation is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy who is subject to discharge, may be permitted in lieu of discharge, at the Corporation's sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state, and local laws.

Consistent with its fair employment policy, the Corporation maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The Corporation will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the Corporation's policies and applicable federal, state or local laws.

The Corporation further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of Corporation issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the Corporation has reasonable suspicion to believe that the employee has violated this substance abuse policy.

Although the State of California has legalized marijuana for medicinal and recreational purposes, the Corporation is not required to allow the medicinal or recreational use of marijuana in the workplace. Use is strictly prohibited on Corporation property and may result in discipline, up to and including discharge.

This policy represents management guidelines. For more information, please speak to Human Resources.

## 6. Receipt of Employee Handbook and Employment-At-Will Statement

This is to acknowledge that a copy of the Western Climate Initiative, Inc. Employee Handbook has been provided to the employee and that it contains information about the employment policies and practices of the Corporation. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook may require changes from time to time. I understand that the Corporation retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Corporation. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that the Corporation reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

**THIS CORPORATION IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE CORPORATION OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE CORPORATION IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT APPROVED BY THE BOARD OF DIRECTORS AND SIGNED BY THE CHAIR OR THE EXECUTIVE DIRECTOR OF THE CORPORATION.**

I understand that this Employee Handbook refers to current benefit plans maintained by the Corporation and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Vacation Policy in this Employee Handbook.

Initials \_\_\_\_\_ Date \_\_\_\_\_

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## Employee Handbook: U.S. Employees

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask my supervisor or a member of management.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

EMPLOYEE SIGNATURE \_\_\_\_\_